



# FRANCHISE DISCLOSURE DOCUMENT





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CRUISEONE, INC.

(a Florida Corporation)

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E-Mail Address [franchise@cruiseone.com](mailto:franchise@cruiseone.com) [www.cruiseonefranchise.com](http://www.cruiseonefranchise.com)

CruiseOne, Inc. offers franchises for establishing and operating businesses that sell cruises, vacation packages, and certain other travel-related products and services according to a proprietary System. These travel-sales businesses operate under the CruiseOne® and/or Dream Vacations Start Here™ service marks. In addition to these proprietary marks, the System includes standards, other proprietary marks and information, and a specially designed marketing program.

The total investment necessary to begin operating a new franchise is \$12,595 to \$21,870. This includes \$10,500 that must be paid to the franchisor or affiliate. If you are an intermediate or experienced franchisee, the total investment necessary to begin operating a franchise is \$2,590 to \$14,565. This includes \$495 to \$3,195 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact CruiseOne, Inc. at 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, Florida 33309-1955 and 954-958-3700 or [franchise@cruiseone.com](mailto:franchise@cruiseone.com).

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as [A Consumer's Guide to Buying a Franchise](#), which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://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: March 29, 2024

## 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:

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

## What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

### Some States Require Registration

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

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

### **Special Risks to Consider About *This* Franchise**

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

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

## Additional Disclosures Required by Michigan Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

lawful obligations.

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

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

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

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

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

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

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**EXHIBITS:**

- EXHIBIT A – FRANCHISE AGREEMENT**
- EXHIBIT B – TABLE OF CONTENTS- OPERATIONS MANUAL**
- EXHIBIT C – FINANCIAL STATEMENTS**
- EXHIBIT D – LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS**
- EXHIBIT E – LIST OF CURRENT FRANCHISEE OUTLETS AND FRANCHISEES SIGNED BUT NOT OPERATIONAL AS OF FISCAL YEAR END**
- EXHIBIT F – LIST OF FRANCHISEE OUTLETS TERMINATED, NOT-RENEWED, ETC.**
- EXHIBIT G – FRANCHISEE QUESTIONNAIRE**

**SCHEDULES:**

- SCHEDULE 1 – STATE SPECIFIC DISCLOSURES**
- SCHEDULE 2 – STATE EFFECTIVE DATES**
- SCHEDULE 3 – RECEIPT PAGES**

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

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

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

### Franchisor's Corporate Information

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

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

### Parents

Our parent company is World Travel Holdings, Inc. ("WTH"). WTH is a Delaware corporation with a principal office address of 100 Quannapowitt Pkwy, Suite 100, Wakefield, MA 01880. WTH owns a number of other travel service-related companies. None of the companies do business as **CruiseOne**, and none offer franchises for sale. WTH or its subsidiaries may in the future offer goods or services to CruiseOne franchises or offer cruise services to the general public that are similar to those that you offer. However, none of them currently do.

### Affiliates

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

### Predecessor

We do not have a predecessor.

### Franchisor's Business and the Franchises Offered

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

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

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

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

### **General Market**

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

### **Competition**

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

### **Industry Regulations**

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

Some states have regulations governing “seller of travel.” You may be required to comply with individual seller of travel laws which may require you to pay a fee and register or become licensed under that state's laws.

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

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

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

### **Prior Business Experience**

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

### **ITEM 2. BUSINESS EXPERIENCE**

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

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

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

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

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

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

#### **Senior Vice President/General Manager: Drew Daly**

Drew Daly has been our Senior Vice President/General Manager since August 2014 at our offices in Ft. Lauderdale, Florida. From August 2014 until November 2019, this position was referred to as “General Manager of Network Engagement & Performance”. From September 2009 until August 2014, Mr. Daly was our Vice President of Sales Performance. From August 2009 through

August 2014, he was responsible for Business Development and Training.

**Vice President of Operations: Joelle Delva**

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

**Vice President of Information Technology: Sandra Szalay**

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

**Vice President Training and Events: Charity Santiago**

Charity Santiago has been with Dream Vacations / CruiseOne since 2014. She started as a Training Specialist, in April of 2023 she was promoted to Vice President.

**Vice President of Consumer & Recruitment Marketing: Alicia Linden**

Alicia Linden has been with Dream Vacations/Cruise One since 2010 where she started as a Marketing Manager.

**ITEM 3. LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4. BANKRUPTCY**

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

**ITEM 5. INITIAL FEES**

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

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

If you are a new franchisee who has served or have an immediate family member who is serving in any branch of the United States military and can provide satisfactory proof of service, you may qualify for a 30% Initial Franchise Fee discount. Immediate family members include: parent, sibling, spouse or child. If you are a new franchisee, you may qualify for a 10% Initial Franchise Fee discount under our Diversity Fran initiative. We respect and value not only differences related to race, gender, ethnicity, religion, disability and sexual

orientation, but also diversity of viewpoint, experience, talents and ideas. If you are a new franchisee who is a first responder, teacher, healthcare worker, and exemplary community volunteer who dedicate your life helping others and bringing forward your community, and are able to provide adequate validation, you may qualify for a 20% Initial Franchisee Fee discount under our Community Heroes discount.

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

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

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

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

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

## ITEM 6. OTHER FEES

OTHER FEES <sup>1, 2, 3, 27</sup>			
TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee <sup>4</sup>	The Royalty Fee is equal to	When we receive	You pay us a continuing non-refundable

OTHER FEES <sup>1, 2, 3, 17</sup>			
TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	1.5% -3.0% of your Annual Commissionable Sales <sup>5</sup> and is calculated for each Annual Commissionable Sale based on the commission paid by the applicable travel provider. See footnote 5.	payment from cruise line and travel providers, we deduct this fee from your commission.	royalty (the " <b>Royalty Fee</b> ") on Annual Commissionable Sales. We automatically deduct the Royalty Fee from payments we receive from travel providers as a result of your bookings.
Travel Insurance Royalty Fee	3% of all Annual Commissionable Sales relating to travel insurance, (the " <b>Travel Insurance Revenues</b> ").	When we receive payment from insurer, we deduct this fee from your commission.	You also pay us a royalty on travel insurance (the " <b>Insurance Royalty Fee</b> ") you sell. Please note that we do continue to collect the Insurance Royalty Fee, even if you are eligible for and have achieved an Annual Royalty Fee Incentive for other Annual Commissionable Sales.  We may increase the Insurance Royalty Fee to reflect changes in our commission arrangements with insurance providers.
Transfer Fee	\$3,500	Before we consent.	Among other conditions, you must pay us this amount for any proposed transfer. For a third party transfer to an existing franchisee, we may reduce the Transfer Fee to the amount of our legal, administrative, and other costs in reviewing and approving the transfer.
Errors and Omissions Insurance	\$150	Beginning on the first anniversary of the Effective Date, and on each anniversary thereafter.	You must pay us an annual fee of \$150 per person. This applies for yourself, your co-owners who work in the business (if any), your general manager, and each sales associate. It is subject to change based on costs to us, changes in risks, and other factors we deem appropriate.
Liquidated Damages <sup>6</sup>	See footnote 6.	Upon termination of your Franchise Agreement.	If we terminate your Franchise Agreement for cause, you must pay us this lump-sum payment. We may elect not to collect this payment in cases of hardship, as deemed appropriate by us in our sole discretion.
Indemnification	Amount of damages and expenses we incur.	On demand.	You must indemnify us for all damages and expenses we incur from third-party claims relating to your ownership or operation of the Franchised Business.
Enforcement Costs	Amount of reasonable attorneys' fees, court costs and	On demand.	If any legal action, or other proceeding (other than mediation conducted

OTHER FEES <sup>1, 2, 3, 7</sup>			
TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	all expenses incurred in connection with the action or proceeding.		according to the Franchise Agreement) is instituted for the enforcement of the Franchise Agreement or to resolve any other Dispute, the successful or prevailing party or parties is entitled to recover these amounts.

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

<sup>2</sup> We collect all commissions paid by travel and other suppliers arising from your sales and remit them to you, less any amounts you owe us under or in connection with the Franchise Agreement (including Royalty Fees). We will remit these commissions weekly by direct deposit, but reserve the right to pay these commissions bi-weekly, as we may determine from time-to-time and set forth in the Operation Standards Manual. We have the exclusive right to collect all commissions. You have no right to collect or otherwise receive commissions directly from the travel supplier or other supplier paying them.

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

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

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

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

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

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

<sup>5</sup> "**Annual Commissionable Sales**" means the total commissionable sales price booked for that Contract Year by the travel supplier (or other travel company or supplier, including travel insurers), excluding any non-commissionable line items (including taxes or port charges). We may adjust your Annual Commissionable Sales to account for passenger refunds and cancellations. "**Contract Year**" means each one-year period ending on the anniversary of the Effective Date (the date of full execution of the Franchise Agreement). Commissions for non-cruise goods and services (including travel services and charter and incentive programs) are established at varying rates depending upon the product or service.

We publish your commission rates for those goods and services, and the Royalty Fee received on those items promptly after being notified of such rates by the supplier.

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

a. the product of (i) the Service Fee in effect as of the date of termination times (ii) the lesser of (1) the number of full months remaining in the Term had it naturally expired and not been terminated or (2) 12 months. If the Service Fee is not yet in effect as of the date of termination, the Service Fee shall be \$150 per month for the purpose of calculating this payment; plus

b. the total of all Royalty Fees for the following applicable period:

i. If, as of the date of termination, your Franchised Business has been operating for 12 months or more and there are more than 12 months remaining in the Term had it naturally expired and not been terminated, the 12-calendar months of operating your Franchised Business before your default;

ii. If, as of the date of termination, your Franchised Business has been operating for 12 months or more and there are less than 12 months remaining in the Term had it naturally expired and not been terminated (the number of remaining months, the "Remaining Months"), the period of months (and any portion of months) your Franchised Business has been operating before your default equal to the number of Remaining Months; or

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

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

(i) The Administrative Service Fee (the "Service Fee") is determined by the total Departed Commissionable Sales (described in Section 3.1.c of the Franchise Agreement). The Service Fee currently ranges from \$25 to \$150 per month and includes full access to all technology services. It is payable beginning on the 1<sup>st</sup> day of the 4<sup>th</sup> calendar month following your training, but in no event more than 150 days following the Effective Date of your Franchise Agreement.

(ii) In the event that (a) your customer's check is returned for insufficient funds, (b) your customer fails to pay any credit card charge, or (c) we attempt to use the Designated Credit Card Account to pay ourselves any Overdue Amount and the credit card processor declines payment for any reason, including an insufficient credit line or the expiration or invalidity of the credit card, you will be required to pay us a fee equal to \$29 plus a fee equal to (1) the charges imposed on us by our bank in connection with a returned check, if applicable, or (2) any fee charged to us as a result of your customers' unpaid balances.

(iii) Sales associates and replacement Managers will be required to complete the Mandatory Initial Training, and you must pay costs of their attendance, including our training fee (currently \$495/person) as well as travel, lodging, and meal expenses.

(iv) If you wish to relocate your Contact Location outside the five-digit postal code of the original Contact Location, you must submit your relocation request to us in writing, along with a \$149 relocation fee. If we do not consent to your relocation, we will refund this fee.

(v) We assess a late payment penalty of \$25 for each and every late payment.

(vi) You must pay us \$129 per year for each person who works for the Franchised Business in any capacity, other than as its owner. We may also charge you for any additional dreamvacations.com email accounts, other than its owner, that your Franchised Business may request.

## ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT <sup>1, 2, 11</sup>				
TYPE OF EXPENDITURE	AMOUNT LOW-HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee	New Franchisee - \$10,500  Intermediate Franchisee - \$3,195  Experienced Franchisee - \$495	Lump sum <sup>3</sup>	At signing of Franchise Agreement	CruiseOne
Training expenses <sup>4</sup>	\$250-\$500	As incurred	As incurred	Airlines & Restaurants
Additional Signatories/ Associates Training and Travel <sup>5</sup>	\$745-\$1,245	Lump sum	Upon signing the Franchise Agreement (or if not already paid, 30 days before scheduled training)	CruiseOne, Airlines, Hotels, & Restaurants
Office Equipment and Furniture	\$0-\$500	As incurred	As incurred	Vendors
Initial Office Supplies <sup>6</sup>	\$50 - \$300	As incurred	As incurred	Vendors
Computer Hardware/Software Equipment <sup>7</sup>	\$0 - \$2,500	As incurred	You must have this equipment before you open for business	Vendors
Insurance, Legal, and Accounting <sup>8</sup>	\$150 - \$2,000	As incurred	As incurred	CruiseOne & Vendors
Permits, Franchises, Bonds, & Memberships <sup>9</sup>	\$150 - \$500	As incurred	As incurred	Professional Organizations and Governmental Authorities
Initial Promotion and Advertising <sup>10</sup>	\$250 - \$1,200	Approximately \$400 - \$800/mo. (for 3 mo)	As incurred	Vendors
Criminal and Civil Background Check	\$0 - \$50	As incurred	As incurred	Investigative firm we designate

YOUR ESTIMATED INITIAL INVESTMENT <sup>1, 2, 11</sup>				
TYPE OF EXPENDITURE	AMOUNT LOW-HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Additional Funds (3-month initial phase for full-time franchisees) <sup>11</sup>	\$500 - \$2,500	As incurred	As incurred	Vendors
Financing Application Fee	\$0 - \$75	Lump sum	Upon applying for financing	CruiseOne
Total	New Franchisee - \$12,595 - \$21,870  Intermediate Franchisee - \$5,290 - \$14,565  Experienced Franchisee - \$2,590 - \$11,865			

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

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

<sup>3</sup> We may finance the Initial Franchise Fee for qualified new franchisees. If you qualify, you must pay us minimally \$3,500 towards the Initial Franchise Fee, and issue a promissory note for the balance when you sign the Franchise Agreement, and the owners of the Franchised Business must guaranty the note. Down payment requirement is based on credit worthiness. The amount listed is for a new franchisee; however, if you are an experienced franchisee, you will pay a reduced Initial Franchise Fee of \$495. If you are an intermediate franchisee, you will pay a reduced Initial Franchise Fee of \$3,195.

<sup>4</sup> This is training for New and Intermediate Franchisees.

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

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

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

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

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

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

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

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

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

## **ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

### **General Sourcing and Specification Requirements**

To the extent CruiseOne may periodically require, you must purchase or lease equipment, supplies, inventory, advertising materials, and any other products and services used to operate the Franchised Business solely from suppliers—and in accordance with specifications—that we authorize in writing. Other than as described below in this Item 8, we do not currently require you to purchase or lease equipment, supplies, inventory, advertising materials, or any other products and services used to operate your Franchised Business from suppliers that we authorize. We estimate that required purchases or leases will be 1% to 10% of your costs to establish and operate your Franchised Business. We may revoke any authorization, at any time, in writing. We

may approve a single supplier for any brand and may approve a supplier only for a certain brand or brands. We may designate ourselves or an affiliate as an exclusive or nonexclusive supplier of any goods or services used in connection with operating the Franchised Business. We have no obligation to entertain franchisee requests to use alternative suppliers or specifications.

## **Specific Sourcing and Specification Requirements**

### ***Intranet and Reservation System***

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

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

### ***Bookings and Collections***

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

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

## **General Inventory and Equipment Requirements**

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

### ***Computer System***

Before opening the Franchised Business, you must acquire the Computer System. The "**Computer**

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

### ***Insurance***

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

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

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

### **Revenues Derived from Required Purchases and Leases**

In the year ending December 31, 2023, we did not derive any revenues or other benefits from required purchases or leases, but we reserve the right to derive revenue from required franchisee purchases in any manner we determine.

### **Supplier Rebates**

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

## Purchasing or Distribution Cooperatives

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

## Material Benefits for Use of Approved Sources

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

## Travel Providers and Other Authorized Suppliers

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

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

## CLIA AND IATAN Numbers

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

## ITEM 9. FRANCHISEE'S OBLIGATIONS

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

FRANCHISEE'S OBLIGATIONS		
OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Not Applicable	Items 8, 11, and 12
b. Pre-opening purchases/leases	Section 4.1	Items 7, 8, and 11
c. Site development and other preopening requirements	Section 4.1 and 4.3	Items 5, 6, 7, 8, and 11

FRANCHISEE'S OBLIGATIONS		
OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
d. Initial and ongoing training	Sections 2.1 and 2.3	Item 11
e. Opening	Sections 4.1, 4.10, and 17.1	Items 7 and 11
f. Fees	Article 3	Items 5, 6, and 7
g. Compliance with standards and policies/Operations Standards Manual	Article 6	Items 8, 11, and 16
h. Trademarks and proprietary information	Article 5	Items 13 and 14
i. Restrictions on products/services offered	Section 4.2	Item 16
j. Warranty and customer service requirements	Section 4.2	Item 16
k. Territorial development and sales quotas	Not Applicable	Item 12
l. Ongoing product/service purchases	Section 4.2	Items 6 and 8
m. Maintenance, appearance and remodeling	Not Applicable	Not Applicable
n. Insurance	Article 9	Items 6, 7, and 8
o. Advertising	Sections 3.1, 7.1, and 7.2	Items 6, 7, and 11
p. Indemnification	Section 14.2	Item 6
q. Owner's participation/management/staffing	Section 4.5	Item 15
r. Records/reports	Section 8.1	Not Applicable
s. Inspections/audits	Section 8.2	Item 6
t. Transfer	Section 10.2	Items 6 and 17
u. Renewal	Section 16	Items 6 and 17
v. Post-termination obligations	Article 12	Item 17
w. Non-competition covenants	Section 13.1	Item 17
x. Dispute resolution	Sections 18.8 and 18.9	Item 17

## ITEM 10. FINANCING

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

SUMMARY OF FINANCING OFFERED									
ITEM FINANCED BY CRUISEONE	AMOUNT FINANCED	DOWN PAYMENT	TERM (YEARS)	APR%	MONTHLY PAYMENT	PREPAYMENT PENALTY	SECURITY REQUIRED-PERSONAL GUARANTY	LIABILITY UPON DEFAULT	LOSS OF LEGAL RIGHTS UPON DEFAULT
Initial Franchise Fee	Up to \$7,000	\$3,500, minimally	24 months	Prime Rate <sup>1</sup> plus 6%	\$337.75 <sup>2</sup>	None	Personal Guaranty	Acceleration of all unpaid amounts due under the Note and termination of Franchise Agreement, payment of attorney fees and court costs incurred in collecting the debt	Waive notice, right to jury trial, loss of many defenses

<sup>1</sup> "Prime Rate" is the "Prime Rate" reported in the "Money Rates" section of the *Wall Street Journal* (or any comparable interest index we may select) on the date of the Note.

<sup>2</sup> This monthly amount is based on a Prime Rate equal to 8.50% per year (which was the Prime Rate on January 28, 2024). Because the Prime Rate may change every day, and may not be the Prime Rate when you enter your Franchise Agreement, your monthly payment may differ.

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

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

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

### Pre-Opening Assistance

Before you open your business, we will:

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

### Post-Opening Assistance

During the operation of the franchised business, we:

- may provide continuing advisory assistance in the operation and promotion of the Franchised Business; this assistance may include communicating new developments, improvements in equipment and supplies, and new techniques in advertising, service, and management relevant to operating the Franchised Business (Franchise Agreement, Section 2.3);
- may provide refresher training programs, seminars, or advanced training at CruiseOne's principal training facility (or such other location that we designate) (Franchise Agreement, Section 2.3);
- process and record all your booking orders in the manner described in the Operations Manual (Franchise Agreement, Section 2.4);
- collect all commissions paid by travel suppliers and other suppliers arising from your sales and remit them to you, less any amounts you owe us (Franchise Agreement, Section 2.5);
- permit you to access our **intranet BusinessCenter** and use our online software and applications for operating the Franchised Business (including **MyCruiseControl reservation system** the CruiseOne reservation system) (Franchise Agreement, Section 2.6);
- permit you to use the **MyCruiseControl reservation system** and other designated proprietary software available on the **intranet BusinessCenter** for processing all your travel bookings (Section 2.6);
- promote the CruiseOne system through advertising and public relations campaigns (Franchise Agreement Section 2.3), to the extent and in the manners we determine in our discretion;
- provide advice on local advertising (Franchise Agreement Section 2.3); and

- provide you with promotional methods, programs and materials that we may develop in the future, to the extent we determine at our discretion. Unless expressly required by us, participation is optional, and we may also charge fees for special services associated with these promotional methods, programs and materials (Franchise Agreement, Section 2). We are not obligated to assist you with establishing pricing, but reserve the right to do so in our sole discretion.

## SITE FOR YOUR FRANCHISED BUSINESS

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

## ADVERTISING

### Advertising Approval and Restrictions

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

We require you to only advertise your franchised business within the United States and to United States residents. This includes any online advertising that may have a global reach.

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

All Advertising Materials (including, if applicable, phone listings, online listings, social media accounts, newspaper, direct-mail advertisements, and business cards) must contain your **CruiseOne**<sup>®</sup> assumed-business-name, the city, state, as well as any other information required

by the Operations Standards Manual. If the Contact Location is the Franchise Owner's personal address, you need not publish that address, but may instead use a mail stop or virtual mailbox with a physical address. Post-office boxes are not permissible (Franchise Agreement, Section 7.1).

### **Internet Restrictions**

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

### **CruiseOne Advertising Programs**

From time-to-time, we may develop marketing programs for franchise participation.

Other than described above, we currently do not have a national marketing fund or advertising program or any regional advertising cooperatives. We do not have a specific council for advertising matters, but we have a general franchisee advisory council that exists in an advisory capacity only.

### **COMPUTERS**

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

At our request, you must assist us in bringing your Computer System into compliance with the Operations Standard Manual. We have the free and unfettered right to independently access, retrieve, and copy any data and information relating to your Franchised Business from any software

or applications we require you to use in connection with your Computer System (Franchise Agreement, Section 4.3).

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

You will use the Computer System for the following functions:

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

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

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

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

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

exceed \$500.

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

All of our franchisees are provided a dreamvacations.com email account and are required to conduct all business communications through this email address using the webmail interface or Microsoft Outlook. You may also access your dreamvacations.com email address using your smartphone. We may charge you for any additional dreamvacations.com email accounts you request.

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

## OPENING

### Time between Signing the Franchise Agreement and Opening the Franchised Business

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

## TRAINING PROGRAM

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

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

In a blended curriculum of eLearning and live instructor-led training in the Broward County, Florida area, a blended curriculum of eLearning and live instructor-led training, or an independent, self-study program We provide instructors, facilities, training materials, and for

Mandatory Initial Training. There is no training fee for the Manager, but any additional personnel will be charged our training fee, which is currently \$4,95 per person. If the Mandatory Initial Training is at our training facilities, we also provide the Manager with a private hotel room during Mandatory Initial Training, provided the manager has completed the online required pre-training prior to the start date of the training class, with a transportation credit not exceeding \$500 to reimburse for transportation expenditures paid to transport the Manager to Mandatory Initial Training. Except as just provided, you are responsible for all other expenses incurred to have the Manager attend Mandatory Initial Training (including meal and entertainment expenses) (Franchise Agreement, Section 2.1).

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

### Failure to Complete Mandatory Initial Training

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

### ON-SITE TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION WHERE TRAINING HELD
Phase 1 – Franchise Foundations	6	0	Online
Phase 2 – Travel Agents Basics	36	0	South Florida area
<ul style="list-style-type: none"> <li>• Sales Techniques and Qualifying Customers</li> </ul>			

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE- JOB TRAINING	LOCATION WHERE TRAINING HELD
<ul style="list-style-type: none"> <li>• Business Operations</li> <li>• Booking and Reservations Systems</li> <li>• Travel Protection Overview</li> <li>• Travel Partner Product Training</li> <li>• Marketing, Public Relations</li> <li>• Business Development</li> <li>• Product Experience</li> <li>• Trade Show</li> </ul>			
On-Demand Virtual Training Review, 101, 201, 301 Leveled Training	40	0	Online
<b>TOTALS</b>	<b>82</b>	<b>0</b>	

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

Name	Position with Dream Vacations / CruiseOne
Brad Tolkin	CEO
Drew Daly	Senior Vice President/General Manager
Debbie Fiorino	Chief Operating Officer
Charity Santiago	Vice President of Training and Events
Marc Kramer	Manager, Support Services
Tensi Westreicher	Business Development Manager
Chris Cirella	Business Development Manager
Olga Bravo	Digital Marketing Manager

<b>Name</b>	<b>Position with Dream Vacations / CruiseOne</b>
Jennifer Spear	Marketing Manager
Michael Cadigan	PR Manager
Janice Hall	Training Supervisor
Ismaris Ocasio	Training Specialist
Zoe Smith	Marketing Specialist
Kalista Smith	Graphic Designer
Tara Wallace	Training & Curriculum Specialist
Kurt Denton	Marketing Specialist

### VIRTUAL TRAINING PROGRAM

<b>SUBJECT</b>	<b>HOURS OF CLASSROOM TRAINING</b>	<b>HOURS OF ON- THE-JOB TRAINING</b>	<b>LOCATION WHERE TRAINING HELD</b>
Phase 1 – Franchise Foundations	10	0	Done Online in Advance of Class
Phase 2 – Travel Agent Basics <ul style="list-style-type: none"> <li>• Sales Techniques and Qualifying Customers</li> <li>• Business Operations</li> <li>• Booking and Reservations Systems Training Exercises</li> <li>• Travel Protection Overview</li> <li>• Marketing</li> <li>• Business Development</li> </ul>	20	0	Online/Live, Virtual Meeting
On-Demand Virtual Training Review, 101, 201, 301 Levelled Training	40	0	Online/Live, Virtual Meeting
<b>TOTALS</b>	<b>70</b>	<b>0</b>	

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

<b>Name</b>	<b>Position with Dream Vacations / CruiseOne</b>
Brad Tolkin	CEO
Drew Daly	Senior Vice President/General Manager
Debbie Fiorino	Chief Operating Officer
Alicia Linden	Vice President of Consumer & Recruitment Marketing
Charity Santiago	Vice President of Training and Events
Dawn Gillis	Director of Sales and Support
Marc Kramer	Manager, Support Services
Tensi Westreicher	Business Development Manager
Chris Cirella	Business Development Manager
Olga Bravo	Digital Marketing Manager
Jennifer Spear	Marketing Manager
Janice Hall	Training Supervisor
Kylie Reed	Curriculum Supervisor
Ismaris Ocasio	Training Specialist
Zoe Smith	Marketing Specialist
Kalista Smith	Graphic Designer
Tara Wallace	Training & Curriculum Specialist
Kurt Denton	Marketing Specialist

### Self-Study Program

<b>SUBJECT</b>	<b>HOURS OF CLASSROOM TRAINING</b>	<b>HOURS OF ON- THE-JOB TRAINING</b>	<b>LOCATION WHERE TRAINING HELD</b>
Phase 1 – Franchise Foundations	10	0	Online
Phase 2 – Travel Agent Basics	20	0	Online

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON- THE-JOB TRAINING	LOCATION WHERE TRAINING HELD
On-Demand Virtual Training Review, 101, 201, 301 Leveled Training	40	0	Done Online Following the Live Training Class
Total	70	0	

### ADDITIONAL INFORMATION ABOUT THE PRINCIPAL TRAINING INSTRUCTORS

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

Charity Santiago, Vice President of Training and Events, comes with a background in the education field and has been with Dream Vacations / CruiseOne since 2014. She has a Master’s degree in Instructional Design & Technology from Purdue University. With over 16 years of teaching experience, Charity oversees the in-house training program, leads the virtual training platform, and manages the training team. In conjunction with the Curriculum Team, she develops new content and enhances the on- demand training opportunities available on the Learning Center. Additionally, she oversees our in-person and virtual event programming and educational opportunities.

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

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

Ismaris Ocasio, Training Specialist, comes with a background in the higher education field and has been with Dream Vacations / CruiseOne since January 2022. She has a Master of Education from the University of Massachusetts Amherst. Prior to joining us, Ismaris worked as a Life Designer at the University of Miami's career center.

Tara Wallace, Training and Curriculum Specialist, comes with a background in the education field and has been with Dream Vacations / CruiseOne since 2022. She has a Master's degree in Instructional Technology from Florida Atlantic University. With over 18 years of experience in teaching and school administration, Tara redesigns content to make it more engaging while also working with the training team to deliver in person and virtual training to new franchisees.

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

## **ITEM 12. TERRITORY**

### **Location of Your Franchised Business**

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

### **Relocation**

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

### **No Minimum or Exclusive Territory**

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

### **Reservation of Rights**

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

### **No Options**

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

### **Sales of Products or Services under a Different Trademark**

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

## **ITEM 13. TRADEMARKS**

### **Principal Trademarks**

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

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

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

### Currently Effective Trademark Determinations

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

### Agreements Significantly Limiting Your Rights to Use the Marks

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

### Knowledge of Superior Rights or Infringing Uses

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

### Modifying or Discontinuing Use of Principal Trademark

If, at any time, we believe it advisable to modify or discontinue the use of any Proprietary Mark,

or to use one or more additional or substitute names or marks, for any reason, you must do so at your expense within 30 days of our request. In such event, we have no liability of any nature to you.

**Trademark Claims**

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

**ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.**

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

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

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

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

agreement. All your owners and sales associates must sign such a confidentiality agreement prior to acquiring their ownership interest or beginning employment.

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

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

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

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

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

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

**ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

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

You must operate the Franchised Business as a cruise and vacation-travel sales business only and

may not operate the Franchised Business as a full-service ARC appointed travel agency or perform wholesale travel services or act as a consolidator. We may, from time to time, determine what goods and services fall within the purview of a limited-travel sales business. These goods and services may include, in addition to cruises, air travel, car rentals, hotel bookings, tours, travel protection, and shore excursions. You must operate the Franchised Business in accordance with all applicable laws and regulations.

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

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

### THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
h. "Cause" defined- non curable defaults	Sections 11.1 and 11.2	Non-curable defaults: bankruptcy, insolvency, appointment of a receiver, abandonment, breach of confidentiality and non-competition covenants, felony conviction or conviction of a crime of moral turpitude and any forbidden transfer of your rights.
i. Franchisee's obligations on termination/nonrenewal	Article 12	<p>Obligations include ceasing operations and use of our proprietary marks; paying amounts due; returning loaned materials; providing notice to us of impending bookings; and transferring reservations and pending bookings.</p> <p>If the Franchise Agreement expires without renewal and, at all times during the Term, you strictly complied with the terms of the Franchise Agreement, we may permit you to transfer your outstanding reservations not under final payment to a bona-fide commercial travel retailer that is duly licensed, registered to conduct business, and recognized as an existing vendor by each travel supplier holding a qualified reservation. In no event, however, will we permit such a transfer unless you submit a written request, together with the written notice required under Section 12.4 of the Franchise Agreement before expiration, and a payment to us equal to 3% of the commissionable gross sales price for all reservations to be transferred, as well as payment for any other amounts then due and payable to us. We will not permit your transfer of any reservations under final payment.</p> <p>If the Franchise Agreement is terminated for any reason before its natural expiration, all your reservations pending at expiration become ours, and we need not pay you for such reservations. In such event, you must assist us in the transition at our request.</p>
j. Assignment of contract by franchisor	Section 10.1	No restrictions on our right to assign or delegate our obligations.
k. "Transfer" by franchisee-defined	Sections 10.2.a, 10.2.b., and 10.2.c.	Includes transfer of any of your interests in the Franchise Agreement or any ownership or voting interests in a franchisee that is an entity.
l. Franchisor's approval of	Sections 10.2.a. and 10.2.b.	You may not make any transfer without our

**THE FRANCHISE RELATIONSHIP**

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

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
transfer by franchisee		consent.
m. Conditions for franchisor's approval of transfer	Section 10.2.b.	We will approve a proposed transfer if you deliver written notice to us of the proposed transfer at least 30 days before it is to occur; all of your accrued monetary obligations have been paid; all existing defaults under the Franchise Agreement have been cured; the transferee must meet our qualifications, which includes passing a background check, and the transferee must successfully complete our training program; you and the transferee must execute such other agreements as we may require in connection with the transfer, which may include a general release; and you must pay us a transfer fee equal to \$3,500.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 10.5	You must first offer to sell to us on the same terms and conditions as those offered by a third party, except we can substitute cash for any form of payment. We will notify you, within 30 days after receiving the offer, whether we wish to exercise our right to purchase your business.
o. Franchisor's option to purchase franchisee's business	Not applicable.	Not applicable.
p. Death or disability of franchisee	Section 10.4.	If you (if the franchisee is an individual) or any of your owners (if the franchisee is an entity) dies or becomes disabled, that individual (or his or her legal representative) must, within 90 days of the date of death or disability, transfer his or her interest in the franchisee (or in any of the franchisee's owners) to another owner of the franchisee or a third party, in accordance with our then current transfer requirements.
q. Non-competition covenants during the term of the franchise	Section 13.1.a.	No involvement with a competing business wherever located (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	Section 13.1.b.	No involvement with a competing business within 50 miles of your Contact Location or the premises of any other CruiseOne/Dream Vacations franchise, for 12 months after expiration or termination of the Agreement (subject to state law).
s. Modification of the agreement	Sections 6.3, 13.1, 18.2, and 18.3	No modifications unless signed by the party against whom enforcement is sought, but we may unilaterally revise Operations Standards

THE FRANCHISE RELATIONSHIP		
This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.		
PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		Manual, modify the franchise system, and reduce the scope of your non-compete covenant.
t. Integration/merger clause	Section 18.1	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 15	Many types of disputes must be mediated in Broward County, Florida (subject to state law).
v. Choice of forum	Sections 18.9	Litigation must be brought in state or federal court for Broward County, Florida (subject to the provisions concerning mediation and state law). <i>The parties waive their right to a jury trial.</i>
w. Choice of law	Section 18.8	Except to the extent the Lanham Act governs, Florida law applies (subject to state law).

## ITEM 18. PUBLIC FIGURES

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

## ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

~~We do not make any representation about a franchisee's future~~ This Item includes 2023 financial performance or the past data for outlets that had been open and operating for at least 12 months as of December 31, 2023 ("Included Outlets").

Table 1 below presents certain average sales information for the Included Outlets during the 2023 calendar year. The data is further broken down by the franchisee's "Sales Level," which we determine based on the franchisees' total sales. Specifically, we categorize our franchisees into ten groups, with Group 1 representing the highest level of total sales and Group 10 representing the

lowest level of total sales. We exclude from Table 1 Included Outlets that generated less than \$20,000 in sales during 2023 because we deem those franchisees to be operating their outlets on a less than full-time basis.

Table 2 presents the financial performance of company-owned data for those Included Outlets that generated less than \$20,000 in sales during 2023 ("Dormant Outlets"). These Dormant Outlets include franchisees who want to maintain travel benefits and perks for themselves and friends and family but aren't seeking to generate additional income from non-friend or family sources. Dormant Outlets also include franchisees who aren't actively promoting their businesses for personal, financial, or medical reasons. All Dormant Outlets generated sales of less than \$20,000 during 2023.

We have compiled the information based upon what franchisees have reported to us in the ordinary course of business through our sales reporting system. We assume that the information submitted is accurate, complete and contains no material misrepresentations or omissions, but we have not independently audited this information.

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**TABLE 1**

<u>Group</u>	<u>Outlets</u>	<u>Average Sales</u>	<u>% of Represented Network</u>	<u>Total Sales</u>	<u>% of TOTAL Network</u>
<u>1</u>	<u>31</u>	<u>4,581,132</u>	<u>2.6%</u>	<u>142,015,087</u>	<u>1.6%</u>
<u>2</u>	<u>32</u>	<u>2,072,606</u>	<u>2.7%</u>	<u>66,323,406</u>	<u>1.6%</u>
<u>3</u>	<u>31</u>	<u>1,541,954</u>	<u>2.6%</u>	<u>47,800,586</u>	<u>1.6%</u>
<u>4</u>	<u>47</u>	<u>1,129,598</u>	<u>3.9%</u>	<u>53,091,127</u>	<u>2.4%</u>
<u>5</u>	<u>47</u>	<u>880,429</u>	<u>3.9%</u>	<u>41,380,154</u>	<u>2.4%</u>
<u>6</u>	<u>72</u>	<u>668,337</u>	<u>6.0%</u>	<u>48,120,271</u>	<u>3.7%</u>
<u>7</u>	<u>74</u>	<u>470,656</u>	<u>6.1%</u>	<u>34,828,511</u>	<u>3.8%</u>
<u>8</u>	<u>201</u>	<u>313,596</u>	<u>16.7%</u>	<u>63,032,865</u>	<u>10.3%</u>
<u>9</u>	<u>220</u>	<u>177,276</u>	<u>18.3%</u>	<u>39,000,736</u>	<u>11.3%</u>
<u>10</u>	<u>450</u>	<u>62,502</u>	<u>37.3%</u>	<u>28,125,946</u>	<u>23.0%</u>
<b><u>Total Represented</u></b>	<b><u>1,205</u></b>	<b><u>467,816</u></b>	<b><u>100.0%</u></b>	<b><u>563,718,689</u></b>	<b><u>61.7%</u></b>

**Notes to Table 1:**

- 1) "Total Sales" means the aggregate gross revenues for departed travel bookings and related products and services, in the applicable year, as reported to us by our franchisees.
- 2) Of the 31 Group 1 Included Outlets, 7 (or 23%) exceeded the Average Total Sales, and the median amount was \$3,247,445. The Group 1 Included Outlet with the lowest Total Sales reported \$2,586,291 and the Group 1 Included Outlet with the highest Total Sales reported \$20,755,718.
- 3) Of the 32 Group 2 Included Outlets, 15 (or 47%) exceeded the Average Total Sales, and the median amount was \$2,032,735. The Group 2 Included Outlet with the lowest Total Sales reported \$1,829,897 and the Group 2 Included Outlet with the highest Total Sales reported \$2,523,058.
- 4) Of the 31 Group 3 Included Outlets, 17 (or 55%) exceeded the Average Total Sales, and the median amount was \$1,580,460. The Group 3 Included Outlet with the lowest Total Sales reported \$1,305,356 and the Group 3 Included Outlet with the highest Total Sales reported \$1,794,275.

- 5) Of the 47 Group 4 Included Outlets, 22 (or 47%) exceeded the Average Total Sales, and the median amount was \$1,116,409. The Group 4 Included Outlet with the lowest Total Sales reported \$1,004,784 and the Group 4 Included Outlet with the highest Total Sales reported \$1,266,910.
- 6) Of the 47 Group 5 Included Outlets, 23 (or 49%) exceeded the Average Total Sales, and the median amount was \$877,537. The Group 5 Included Outlet with the lowest Total Sales reported \$786,985 and the Group 5 Included Outlet with the highest Total Sales reported \$984,516.
- 7) Of the 72 Group 6 Included Outlets, 37 (or 51%) exceeded the Average Total Sales, and the median amount was \$670,422. The Group 6 Included Outlet with the lowest Total Sales reported \$549,143 and the Group 6 Included Outlet with the highest Total Sales reported \$786,459.
- 8) Of the 74 Group 7 Included Outlets, 31 (or 42%) exceeded the Average Total Sales, and the median amount was \$464,833. The Group 7 Included Outlet with the lowest Total Sales reported \$418,543 and the Group 7 Included Outlet with the highest Total Sales reported \$548,747.
- 9) Of the 201 Group 8 Included Outlets, 89 (or 44%) exceeded the Average Total Sales, and the median amount was \$307,141. The Group 8 Included Outlet with the lowest Total Sales reported \$236,910 and the Group 8 Included Outlet with the highest Total Sales reported \$418,219.
- 10) Of the 220 Group 9 Included Outlets, 107 (or 49%) exceeded the Average Total Sales, and the median amount was \$176,429. The Group 9 Included Outlet with the lowest Total Sales reported \$126,107 and the Group 9 Included Outlet with the highest Total Sales reported \$236,428.
- 11) Of the 450 Group 10 Included Outlets, 200 (or 44%) exceeded the Average Total Sales, and the median amount was \$56,584. The Group 10 Included Outlet with the lowest Total Sales reported \$20,235 and the Group 10 Included Outlet with the highest Total Sales reported \$125,795.
- 12) The "Total Network" includes all 1,954 units that generated sales in 2023.
- 13) Of the 1205 Included Outlets in Table 1, 294 (or 24%) exceeded the Average Total Sales, and the median amount was \$197,745. The Included Outlet with the lowest Total Sales reported \$20,235, and the Included Outlet with the highest Total Sales reported \$20,755,718.

**TABLE 2**

<u>Group</u>	<u>Units</u>	<u>Average Sales</u>	<u>% of Dormant Outlets</u>	<u>Total Sales</u>	<u>% of Total Network</u>
<u>Dormant Outlets</u>	<u>362</u>	<u>\$5,685</u>	<u>100%</u>	<u>\$2,057,910</u>	<u>18.5%</u>

**Notes to Table 2:**

- 1) 150 of the 362 Dormant Outlets exceeded the Average Sales of the Dormant Outlets, and the median was \$3,378. The Dormant Outlet with the lowest sales reported \$0, and the Dormant Outlet with the highest sales reported \$19,895.

2) The "Total Network" included all 1,954 outlets as of December 31, 2023.

**General Notes to Item 19:**

1) Some outlets have sold these amounts. Your individual results may differ. There is no assurance you'll earn as much.

2) The information above does not reflect the costs of sales, operating expenses or other costs or expenses (including fees to us) that must be deducted from the gross sales figures to obtain net income or profit. These additional costs vary depending upon a number of factors, including but not limited to local economic conditions, and each franchisee's preferences and abilities. Operating costs typically include the following: rent (if applicable), salaries (if applicable), marketing and promotions, office supplies, telephone and internet, licenses and memberships, insurance, courier and postage, utilities, business expenses, gifts to clients, and repairs and maintenance. Franchisees may also have financing costs related to leases or purchases of equipment (including interest payments). The information above also does not include commissions paid to sales associates, whom franchisees have the option to hire as stated in the Franchise Agreement. As stated in your Franchise Agreement, you also must pay us \$100 for each sales associate that you maintain. Accordingly, Annual Commission Revenues will be reduced by these amounts as well.

3) You should conduct an independent investigation of the costs and expenses you may incur in operating your franchised outlets/business. Franchisees or former franchisees listed in the disclosure document may be one source of this information. We suggest strongly that you consult your financial advisor or personal accountant concerning the preparation of your financial projections, including any applicable taxes that you may incur.

4) Other than the preceding financial performance representation, CruiseOne does 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/franchisor's management by contacting Deborah M. Fiorino in writing at 1201 W. Cypress Creek Road, Suite 100, Fort Lauderdale, Florida 33309 or by phone at (954) 958-3700, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20. OUTLETS AND FRANCHISEE INFORMATION**

**SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2021 - 2023  
TABLE 1**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	1483	1577	94
	2022	1577	1704	127
	2023	1704	1954	250
Company and Affiliate-Owned Outlets	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	1483	1577	94
	2022	1577	1704	127
	2023	1704	1954	250

**TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR)  
FOR THE YEARS 2021 - 2023  
TABLE 2**

State	Year	Number of Transfers
Alabama	2021	0
	2022	0
	2023	0
Alaska	2021	0
	2022	0
	2023	0
Arizona	2021	0
	2022	0
	2023	0
Arkansas	2021	0
	2022	0
	2023	0
California	2021	2
	2022	2
	2023	1
Colorado	2021	0

State	Year	Number of Transfers
	<del>2022</del>	0
	<del>2023</del>	0
Connecticut	<del>2021</del>	0
	<del>2022</del>	0
	<del>2023</del>	0
Delaware	2021	0
	2022	1
	2023	0
Florida	2021	0
	2022	1
	2023	1
Georgia	2021	2
	2022	0
	2023	0
Hawaii	<del>2021</del>	0
	<del>2022</del>	0
	<del>2023</del>	0
Idaho	2021	0
	2022	0
	2023	1
Illinois	2021	1
	2022	1
	2023	0
Indiana	2021	0
	2022	0
	2023	1
Iowa	<del>2021</del>	0
	<del>2022</del>	0
	<del>2023</del>	0
Kansas	2021	0
	2022	1
	2023	0
Kentucky	<del>2021</del>	0
	<del>2022</del>	0
	<del>2023</del>	0
Louisiana	<del>2021</del>	0
	<del>2022</del>	0
	<del>2023</del>	0

State	Year	Number of Transfers
Maine	2021	0
	2022	0
	2023	0
Maryland	2021	0
	2022	0
	2023	0
Massachusetts	2021	0
	2022	0
	2023	0
Michigan	2021	0
	2022	0
	2023	0
Minnesota	2021	0
	2022	0
	2023	0
Mississippi	2021	0
	2022	0
	2023	0
Missouri	2021	0
	2022	0
	2023	0
Montana	2021	0
	2022	0
	2023	0
Nebraska	2021	0
	2022	0
	2023	0
Nevada	2021	0
	2022	0
	2023	0
New Hampshire	2021	0
	2022	0
	2023	1
New Jersey	2021	0
	2022	0
	2023	0
New Mexico	2021	0
	2022	0

State	Year	Number of Transfers
	<del>2023</del>	0
New York	2021	0
	2022	1
	2023	0
North Carolina	2021	2
	2022	0
	2023	0
North Dakota	2021	0
	2022	1
	2023	0
Ohio	2021	0
	2022	1
	2023	0
Oklahoma	2021	1
	2022	0
	2023	0
<del>Oregon</del>	<del>2021</del>	0
	<del>2022</del>	0
	<del>2023</del>	0
<del>Pennsylvania</del>	<del>2021</del>	0
	<del>2022</del>	0
	<del>2023</del>	0
<del>Rhode Island</del>	<del>2021</del>	0
	<del>2022</del>	0
	<del>2023</del>	0
South Carolina	2021	2
	2022	1
	2023	0
<del>South Dakota</del>	<del>2021</del>	0
	<del>2022</del>	0
	<del>2023</del>	0
Tennessee	2021	0
	2022	0
	2023	1
Texas	2021	4
	2022	2
	2023	1
<del>Utah</del>	<del>2021</del>	0

State	Year	Number of Transfers
	2022	0
	2023	0
Vermont	2021	0
	2022	0
	2023	0
Virginia	2021	0
	2022	0
	2023	0
Washington	2021	0
	2022	0
	2023	0
Washington, DC	2021	0
	2022	0
	2023	0
West Virginia	2021	0
	2022	0
	2023	0
Wisconsin	2021	0
	2022	0
	2023	0
Wyoming	2021	0
	2022	0
	2023	0
Totals	2021	14
	2022	12
	2023	7

STATUS OF FRANCHISED OUTLETS FOR YEARS 2021-2023

TABLE 3

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Agencies at End of Year
Alabama	2021	16	7	1	0	0	0	22
	2022	22	10	2	1	0	0	29
	2023	29	3	0	1	0	0	29
Alaska	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Agencies at End of Year
	2023	2	3	0	0	0	0	5
Arizona	2021	49	8	5	1	0	3	48
	2022	48	7	1	0	0	0	54
	2023	54	11	3	1	0	0	61
Arkansas	2021	12	0	0	0	0	1	11
	2022	11	2	1	1	0	1	10
	2023	10	3	0	0	0	0	13
California	2021	109	12	11	0	0	5	105
	2022	105	13	2	7	0	4	106
	2023	106	17	2	7	0	0	112
Colorado	2021	27	10	5	0	0	0	32
	2022	32	9	2	0	0	0	39
	2023	39	9	1	5	0	0	41
Connecticut	2021	12	0	0	0	0	0	12
	2022	12	0	0	1	0	0	10
	2023	10	1	1	1	0	0	9
Delaware	2021	11	3	0	0	0	0	14
	2022	14	0	0	0	0	0	14
	2023	14	3	0	1	0	0	15
Florida	2021	264	72	16	4	0	9	307
	2022	307	58	10	8	0	17	330
	2023	330	76	12	8	0	0	387
Georgia	2021	78	6	6	3	0	0	75
	2022	75	13	1	4	0	5	78
	2023	78	23	2	3	0	0	98
Hawaii	2021	1	1	0	0	0	0	2
	2022	2	1	1	0	0	1	1
	2023	1	0	0	0	0	0	1
Idaho	2021	4	2	1	0	0	0	5
	2022	5	0	1	0	0	0	4
	2023	4	0	0	0	0	0	5
Illinois	2021	36	4	1	1	0	2	36
	2022	36	8	2	0	0	3	39
	2023	39	3	0	0	0	0	41
Indiana	2021	19	4	2	3	0	1	17
	2022	17	2	2	0	0	2	15
	2023	15	6	1	1	0	0	20
Iowa	2021	5	1	0	0	0	0	6

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Agencies at End of Year
	2022	6	3	0	0	0	0	9
	2023	9	2	0	0	0	0	11
Kansas	2021	6	0	1	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	1	0	0	5
Kentucky	2021	13	4	1	0	0	0	16
	2022	16	0	1	0	0	2	13
	2023	13	0	1	1	0	0	9
Louisiana	2021	14	3	2	0	0	3	12
	2022	12	2	2	1	0	1	10
	2023	10	7	0	0	0	0	19
Maine	2021	8	0	1	0	0	0	7
	2022	7	0	1	0	0	0	6
	2023	6	0	0	0	0	0	5
Maryland	2021	41	6	2	0	0	0	45
	2022	45	4	0	2	0	3	44
	2023	44	11	0	0	0	0	53
Massachusetts	2021	28	1	2	0	0	2	25
	2022	25	3	0	0	0	3	25
	2023	25	4	0	1	0	0	28
Michigan	2021	22	8	2	0	0	2	26
	2022	26	8	3	0	0	2	29
	2023	29	6	0	1	0	0	34
Minnesota	2021	14	1	0	0	0	0	15
	2022	15	1	0	1	0	2	13
	2023	13	1	0	1	0	0	14
Mississippi	2021	6	1	0	2	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	2	0	0	0	0	8
Missouri	2021	13	4	0	0	0	0	17
	2022	17	5	2	0	0	0	20
	2023	20	7	0	1	0	0	26
Montana	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	3	0	0	0	0	4
Nebraska	2021	9	0	1	0	0	0	8
	2022	8	0	1	0	0	0	7
	2023	7	1	0	0	0	0	8

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Agencies at End of Year
Nevada	2021	17	9	1	0	0	1	24
	2022	24	8	2	0	0	0	30
	2023	30	4	0	3	0	0	31
New Hampshire	2021	7	0	0	0	0	0	7
	2022	7	1	0	0	0	0	8
	2023	8	2	0	1	0	0	10
New Jersey	2021	35	9	3	2	0	0	39
	2022	39	9	2	1	0	0	45
	2023	45	13	1	2	0	0	56
New Mexico	2021	3	0	0	1	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	3	0	0	0	0	6
New York	2021	63	17	4	0	0	4	72
	2022	72	11	5	0	0	0	78
	2023	78	9	4	4	0	0	79
North Carolina	2021	61	6	5	1	0	2	59
	2022	59	25	2	2	0	2	78
	2023	78	7	3	5	0	0	91
North Dakota	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	2
Ohio	2021	39	3	2	2	0	1	37
	2022	37	8	2	1	0	0	42
	2023	42	10	1	0	0	0	49
Oklahoma	2021	6	4	1	0	0	1	8
	2022	8	2	0	1	0	0	9
	2023	9	3	2	0	0	0	10
Oregon	2021	18	0	1	0	0	0	17
	2022	17	5	0	0	0	0	22
	2023	22	3	1	0	0	0	23
Pennsylvania	2021	58	6	3	2	0	4	55
	2022	55	6	1	1	0	2	57
	2023	57	10	4	6	0	0	57
Rhode Island	2021	4	0	0	0	0	1	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
South Carolina	2021	42	10	1	0	0	2	49
	2022	49	11	3	3	0	0	54

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Agencies at End of Year
	2023	54	10	2	2	0	0	59
South Dakota	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
	2023	4	1	0	1	0	0	4
Tennessee	2021	28	3	3	0	0	1	27
	2022	27	6	0	1	0	0	32
	2023	32	16	0	1	0	0	48
Texas	2021	174	31	13	6	0	6	180
	2022	180	42	14	9	0	13	186
	2023	186	51	6	12	0	0	216
Utah	2021	9	5	2	0	0	0	12
	2022	12	6	1	0	0	0	17
	2023	17	7	1	0	0	0	24
Vermont	2021	1	0	1	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Virginia	2021	43	21	4	0	0	3	57
	2022	57	6	2	3	0	2	56
	2023	56	9	0	3	0	0	60
Washington	2021	24	6	3	0	0	2	25
	2022	25	5	2	3	0	0	25
	2023	25	7	2	3	0	0	28
Washington, DC	2021	2	0	0	0	0	0	2
	2022	2	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
West Virginia	2021	6	0	2	0	0	0	4
	2022	4	2	0	0	0	0	6
	2023	6	1	0	1	0	0	6
Wisconsin	2021	15	3	1	0	0	1	16
	2022	16	9	0	0	0	0	25
	2023	25	4	0	2	0	0	27
Wyoming	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	1	0	0	1
Totals	2021	1483	290	111	27	0	58	1577
	2022	1577	313	76	45	0	65	1704
	2023	1704	383	51	82	0	0	1954

**STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2021-2023**

**TABLE 4**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchise	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

**PROJECTED OPENINGS AS OF DECEMBER 31, 2023**

**TABLE 5**

State	Franchise Agreements Signed but Outlet not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned outlet in the Next Year
Alabama	0	5	0
Alaska	0	0	0
Arizona	1	16	0
Arkansas	0	3	0
California	0	32	0
Colorado	0	15	0
Connecticut	0	13	0
Delaware	0	3	0
Florida	0	76	0
Georgia	0	16	0
Hawaii	0	0	0
Idaho	0	3	0
Illinois	0	13	0
Indiana	0	11	0
Iowa	0	5	0
Kansas	0	6	0
Kentucky	0	2	0
Louisiana	0	7	0
Maine	0	2	0
Maryland	0	6	0
Massachusetts	0	13	0
Michigan	0	8	0
Minnesota	0	6	0
Mississippi	0	2	0
Missouri	0	3	0

State	Franchise Agreements Signed but Outlet not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned outlet in the Next Year
Montana	0	4	0
Nebraska	0	0	0
Nevada	0	15	0
New Hampshire	0	2	0
New Jersey	0	16	0
New Mexico	0	0	0
New York	0	19	0
North Carolina	0	16	0
North Dakota	0	0	0
Ohio	0	13	0
Oklahoma	0	3	0
Oregon	0	11	0
Pennsylvania	0	19	0
Rhode Island	0	3	0
South Carolina	0	8	0
South Dakota	0	0	0
Tennessee	1	16	0
Texas	0	55	0
Utah	0	3	0
Vermont	0	3	0
Virginia	0	10	0
Washington	0	10	0
Washington, DC	0	3	0
West Virginia	0	2	0
Wisconsin	0	5	0
Wyoming	0	2	0
Totals	2	504	0

A list of the names, addresses and telephone numbers of CruiseOne's current franchisees is attached as Exhibit E. Exhibit E also discloses the names and contact information for all franchisees signed but not operational as of December 31, 2023.

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

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

### **Confidentiality Clauses**

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

### **Trademark-Specific Franchisee Organizations**

There are no trademark-specific franchisee organizations.

### **ITEM 21. FINANCIAL STATEMENTS**

Attached to this disclosure document as Exhibit C are our audited year-end financial statements for December 31, 2021 through 2023. Our fiscal year end is December 31.

### **ITEM 22. CONTRACTS**

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

### **ITEM 23. RECEIPTS**

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

**Exhibit A**  
**to the Franchise Disclosure Document**

**FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT**  
between **CRUISEONE, INC**  
and

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## FRANCHISE AGREEMENT

This Franchise Agreement is dated as of the Effective Date, and is entered between CRUISEONE, INC. ("CruiseOne") and the person signing below as Franchisee (the "Franchisee").

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

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

The parties, therefore, agree as follows:

### ARTICLE 1. APPOINTMENT

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

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

a. Franchisee may relocate the Contact Location to a location within the five-digit postal code of the original Contact Location, if it provides CruiseOne with written notice delivered at least 30 days before relocating.

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

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

### ARTICLE 2. FRANCHISOR'S DUTIES

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

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

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

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

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

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

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

2.3. **Continued Assistance and Support.**

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

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

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

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

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

provided in the Operations Standards Manual.

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

### ARTICLE 3. FEES AND PAYMENTS

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

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

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

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

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

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

If Franchisee achieves certain gross commissionable sales targets during a period designated by CruiseOne, CruiseOne may grant a limited and conditional reduction to the Royalty Fee described above. The amount and nature of any reduction may vary based on the sales target CruiseOne prescribes, your experience and qualifications, and any previous form of franchise or independent contractor agreement you signed with CruiseOne. Any reduction from the percentages set forth above may be granted, modified and/or terminated in CruiseOne's sole discretion.

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

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

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

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

<u>Departed Commissionable Sales</u>	<u>Service Fee</u>
\$0-\$299,999.99	\$150
\$300,000.00 - \$599,999.99	\$100
\$600,000.00-\$899,999.99	\$50
\$900,000.00+	\$25

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

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

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

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

3.3. **Designated Credit Card Account.** Franchisee shall create and maintain, at all times during the Term, a valid credit card account to be used exclusively for operating the Franchised Business and paying Due Amounts to CruiseOne (the **"Designated Credit Card Account"**). Franchisee hereby authorizes CruiseOne to charge all such Due Amounts to the Designated Credit Card Account. Without

CruiseOne's prior consent, Franchisee shall not terminate, or permit or suffer the expiration of, the Designated Credit Card Account. Franchisee shall not in any manner, directly or indirectly, interfere with or impede CruiseOne's paying itself Due Amounts through the Designated Credit Card Account (including by revoking CruiseOne's authority to do so).

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

#### ARTICLE 4. THE FRANCHISEE'S DUTIES

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

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

Notwithstanding anything to the contrary contained in this Agreement, Franchisee shall satisfy all the Opening Conditions and be fully prepared to open for business not later than 90 days following the Effective Date.

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

- a. operate the Franchised Business as a cruise and limited-travel sales business only and shall not operate the Franchised Business as a full-service ARC travel agency or perform wholesale travel services or act as a consolidator; CruiseOne may, from time to time, in its discretion, determine what goods and services fall within the purview of a limited-travel sales business (such goods and services may, in addition to cruises, include air travel, car rentals, hotel bookings, tours, travel protection, and shore excursions, as CruiseOne determines, from time to time, in its discretion);
- b. book all travel in accordance with the Operations Manual using the intranet **BusinessCenter**;
- c. use CruiseOne's CLIA and IATAN numbers to operate the Franchised Business and not procure or use Franchisee's own such numbers for the Franchised Business;
- d. not accept any commission check sent to it by any travel company and immediately remit any such check to CruiseOne for processing;
- e. record all transactions, and revenues relating thereto, on the approved Computer System, at the times and in the manner prescribed in the Operations Standards Manual; and otherwise use the Computer System to operate the Franchised Business in accordance with the Operations Standards Manual;
- f. use the **MyCruiseControl** reservation system and other designated CruiseOne software to book and process all travel bookings including third-party related products such as travel insurance;
- g. promote, advertise, and sell travel services at prices and conditions that are in accordance with the policies set forth by the various travel suppliers and CruiseOne;
- h. maintain in sufficient supply (as CruiseOne may prescribe in the Operations Standards Manual), and use at all times, only such inventory, equipment, materials, advertising methods and formats, and supplies as conform with CruiseOne's standards and specifications, if any, therefor, at all times sufficient to meet the anticipated volume of business, and to refrain from deviating therefrom without CruiseOne's prior consent;
- i. adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with customers,

suppliers, sales associates, independent contractors, CruiseOne, and the public;

- j. sell or offer for sale only such goods and services, from such suppliers, authorized in writing by CruiseOne for sale at retail to consumers from and through the Franchised Business and sell and offer for sale all such goods and services; and
- k. discontinue selling and offering for sale any goods or services CruiseOne disapproves in writing.

#### 4.3. Computer System.

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

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

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

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

Beginning on the first anniversary of the Effective Date and on each anniversary thereafter, Franchisee shall pay CruiseOne \$129 for each person other than the Franchise Owner who is hired by, or otherwise works for, the Franchised Business in any capacity (the "**Annual Sales Associate Fee**"). CruiseOne may also charge you for any additional dreamvacations.com email accounts, for each person other than the Franchise Owner, that Franchisee may request.

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

4.6. **Approved Specifications and Sources of Supply.** To the extent CruiseOne may periodically require, Franchisee shall purchase or lease equipment, supplies, inventory, advertising materials, and any other products and services used to operate the Franchised Business solely from suppliers, and in accordance with specifications, if any, that CruiseOne authorizes in writing. CruiseOne may revoke such authorization at any time in writing. CruiseOne may approve a single supplier for any brand and may approve a supplier only as to a certain brand or brands. CruiseOne may designate itself or an affiliate as an exclusive or nonexclusive supplier of any goods or services used in connection with operating the Franchised Business. Franchisee further acknowledges that CruiseOne has the right to realize a profit or derive revenue in any other manner from items that CruiseOne, its affiliates or CruiseOne's approved suppliers supply to

Franchisee.

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

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

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

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

## ARTICLE 5. PROPRIETARY PROPERTY

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

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

5.2. **CruiseOne's Right to Modify the Proprietary Marks.** If, at any time, in CruiseOne's discretion, it becomes advisable to modify or discontinue the use of any Proprietary Mark or use one or more additional or substitute names or marks—for reasons including the rejection of any pending application for registration or revocation of any existing registration of any of the Proprietary Marks, or the superior rights of senior users—Franchisee shall do so at its sole expense within 30 days of CruiseOne's request. In such event, CruiseOne has no liability of any nature to Franchisee.

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

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

## ARTICLE 6. OPERATIONS MANUAL AND OTHER CONFIDENTIAL INFORMATION

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

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

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

## ARTICLE 7. ADVERTISING

7.1. **Advertising by Franchisee.** Franchisee shall submit all materials (irrespective of the medium) that it wants to use for advertising, promotions, or marketing ("**Advertising Materials**") to CruiseOne for its prior written approval, unless they have already been approved or consist solely of materials provided by CruiseOne. If, within 10 days from the date CruiseOne receives such submitted materials, Franchisee does not receive CruiseOne's written approval thereof, they are considered disapproved. If, in CruiseOne's judgment, any Advertising Materials may injure or harm the System, CruiseOne may require Franchisee to withdraw or discontinue their use, even if previously approved. Within five days after delivery of such notice, Franchisee shall have withdrawn and discontinued use of the relevant Advertising Materials. Franchisee is only required to advertise the Franchised Business within the United States and to United States residents. This includes any online advertising that may have a global reach. Franchisee shall not use any Advertising Materials until CruiseOne delivers written notice to Franchisee, via Training Completion Certificate, that the Opening Conditions have been satisfied to CruiseOne's satisfaction. All Advertising Materials (including, if any, phone listings, online listings, social media accounts, newspaper,

direct-mail advertisements, and business cards) must contain Franchisee's **CruiseOne**® assumed-business-name and the city, state, as well as any other standards required by the Operations Standards Manual. If the Contact Location is the Franchise Owner's personal address, Franchisee need not publish that address, but may instead use a mail stop or virtual mailbox with a physical address. Post-office boxes are not permissible.

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

## ARTICLE 8. ACCOUNTING AND RECORDS

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

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

## ARTICLE 9. INSURANCE

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

9.2. **CruiseOne Provided Insurance.**

a. In lieu of obtaining certain required insurance, CruiseOne may periodically offer the option, or impose the obligation, for Franchisee to be, included as an additional insured on CruiseOne's (or its affiliate's) insurance policies. In either case, Franchisee shall pay CruiseOne for the costs and expenses it incurs in connection therewith (and which may also include an administrative fee). This insurance coverage may be for amounts less than that which CruiseOne may require Franchisee to carry if it were to purchase it on its own. CruiseOne requires Franchisee to obtain and maintain errors and omissions coverage through it for an annual fee that Franchisee pays to CruiseOne. This allows Franchisee to be added to CruiseOne's or its affiliate's insurance policy. CruiseOne's annual fee is \$150 per person, which it may periodically change based on the costs of coverage, changes in risks, and other factors as CruiseOne deems appropriate. CruiseOne has no obligation to continue offering such coverage.

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

CruiseOne charges for obtaining and administering such insurance.

## ARTICLE 10. TRANSFER OF INTEREST

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

10.2. **Transfer by Franchisee.**

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

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

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

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

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

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

10.5. **Right of First Refusal.** If Franchisee proposes to transfer this Agreement to any third party (other than an entity controlled by Franchisee), Franchisee must first offer to sell such interest to CruiseOne on the same terms and conditions as offered by such third party, except CruiseOne may substitute cash for any form of payment. Franchisee will obtain from the third party and provide CruiseOne a statement in writing, signed by the third party and Franchisee, of the terms of the offer ("Letter of Intent"). If CruiseOne elects not to accept the offer within a thirty (30) day period, Franchisee will have a maximum period of sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 10.2.b hereof. Any material change in the terms of the offer will be deemed a new proposal subject to CruiseOne's right of first refusal. So long as Franchisee has obtained CruiseOne's prior written consent, which will not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer

as a result of the death, disability or incapacitation of a shareholder or partner, is not subject to Franchisor's first right of refusal.

## ARTICLE 11. DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 12. OBLIGATIONS OF THE FRANCHISEE UPON TERMINATION OR EXPIRATION

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

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

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

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

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

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

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

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

a. the product of (i) the Service Fee in effect as of the date of termination times (ii) the lesser of (1) the number of full months remaining in the Term had it naturally expired and not been terminated or (2) 12. If pursuant to Section 3.1.c the Service Fee is not yet in effect as of the date of termination, the Service Fee shall be deemed to be \$150 per month for the purpose of calculating the payment required by this Section 12.7.a; plus

b. the total of all Royalty Fees for the following applicable period:

i. If the Franchised Business has been operating for 12 months or more and as of the date of termination there are more than 12 months remaining in the Term had it naturally expired and not been terminated, the 12-calendar months of operating the Franchised Business preceding Franchisee's default;

ii. If the Franchised Business has been operating for 12 months or more and as of the date of termination there are less than 12 months remaining in the Term had it naturally expired and not been terminated (the number of such remaining months, the "Remaining Months"), the period of months (and any portion thereof) the Franchised Business has been operating preceding Franchisee's default equal to the number of Remaining Months; or

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

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

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

### ARTICLE 13. INDEPENDENT COVENANTS OF THE FRANCHISEE

#### 13.1 Diversion of Business; Competition and Interference With CruiseOne.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 15. MEDIATION**

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

## 15.2. Exceptions to Mediation; Equitable Relief.

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

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

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

## ARTICLE 16. TERM

Unless sooner terminated under ARTICLE 11, the Term of this Agreement begins on the Effective Date and expires on the fifth anniversary thereof. Upon the expiration of this Agreement, CruiseOne may in its discretion, grant Franchisee an option to enter a successor franchise agreement. If CruiseOne elects not to grant such an option, it will notify Franchisee at least 60 days before the Term expires. Your successor franchise agreement will be amended to reflect the fact that you are an existing franchisee, in the form attached as Exhibit 16.

## ARTICLE 17. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 17.2. Other Definitional Provisions.

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

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

### ARTICLE 18. GENERAL PROVISIONS

18.1. **Entire Agreement.** This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or any other related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

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

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

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

18.5. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement must

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

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

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

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

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

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

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

18.12. **Remedies Cumulative.** Except as otherwise expressly provided in this Agreement, no remedy in this Agreement conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy is cumulative and is in addition to every other remedy given under this Agreement or, subject to any choice of law provided in this Agreement, now or later existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy under this Agreement

precludes any other or further exercise of such right, power, or remedy.

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

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

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

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

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

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

*Remainder of page left intentionally blank.*

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

**CRUISEONE:**

**CruiseOne, Inc.**

By: \_\_\_\_\_  
(signature)

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

**THE FRANCHISEE:**

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

By: \_\_\_\_\_  
(signature)

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

By: \_\_\_\_\_  
(signature)

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

Franchisee Address: \_\_\_\_\_

Personal Email: \_\_\_\_\_  
Date: \_\_\_\_\_

**JOINDER**

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

\_\_\_\_\_  
(signature)  
Print Name: \_\_\_\_\_  
Ownership Percentage: \_\_\_\_\_%

**SCHEDULE 1.1 GRANT/FRANCHISEE LEVEL**

Franchisee is a Level \_\_\_\_ Franchisee.

**SCHEDULE 1.2**

**LOCATION OF THE FRANCHISED BUSINESS/ DESCRIPTION OF THE CONTACT LOCATION**

The Contact Location is \_\_\_\_\_.

Per 1.3 of the Franchise Agreement, Franchisee is not granted an exclusive or protected territory.

**EXHIBIT 3.1.A NOTE AND GUARANTY**

**(SEE ATTACHED.)**

**Exhibit 3.1.a.  
PROMISSORY NOTE**

U.S. \$ \_\_\_\_\_

Date: \_\_, \_\_\_\_, 20

Maturity Date: \_\_\_\_\_

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

Maker shall pay interest on the principal balances from time to time outstanding from the date hereof at a rate of interest equal to the Prime Rate, plus 6%. The "**Prime Rate**" is the "Prime Rate" reported in the "Money Rates" section of the Wall Street Journal (or any comparable interest index that Payee may select) on the date of this Note set forth above. Maker shall pay the entire principal amount of the Debt on the Maturity Date set forth above--together with accrued interest. Maker shall make principal and interest payments in equal monthly installments of \$ \_\_\_\_\_, on the 25th of each month, beginning with the month of the date of this Note set forth above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MAKER:**

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

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

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

\_\_\_\_\_

### Exhibit 3.1.a. GUARANTY

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

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

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

Each of the undersigned waives:

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

Each of the undersigned agrees that:

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

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

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

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

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

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

**GUARANTORS: OWNERSHIP PERCENTAGE IN FRANCHISEE:**

\_\_\_\_\_ %  
*Print Name:*

\_\_\_\_\_ %  
*Print Name:*

\_\_\_\_\_ %  
*Print Name:*

**Exhibit 16. SUCCESSOR FRANCHISE AGREEMENT ADDENDUM**

## ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to Franchise Agreement (the "Agreement") is hereby made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between: (i) CruiseOne, Inc., a Florida corporation with a business address at 1201 W Cypress Creek Road, Suite 100, Ft. Lauderdale, Florida 33309 (the "Franchisor"); and (ii) [Enter Franchisee Name], a(n) [Enter State] [Enter Entity Type] with a business address at [Enter Franchisee Address] (the "Franchisee").

### BACKGROUND

A. On [Enter Date], Franchisor and Franchisee entered into a franchise agreement (the "Franchise Agreement"), pursuant to which Franchisee obtained the right and undertook the obligation to own and operate a CruiseOne franchised business (the "Franchised Business").

B. Contemporaneous with the execution of this Agreement, Franchisee is entering into a successor franchise agreement (the "Successor Franchise Agreement") pursuant to which Franchisee renews the Franchised Business for an additional term of five (5) years (the "Renewal").

C. The parties desire to amend the Successor Franchise Agreement to recognize the renewal of the franchise relationship, pursuant and subject to the terms and conditions of this Agreement.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises contained in this Agreement and for other mutual consideration between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Background; Definitions.**
  - a. The parties agree and acknowledge that the Background portion of this Agreement, including all definitions, representations, and provisions set forth therein, is hereby incorporated by reference as if fully set forth in this Section.
  - b. For purposes of this Agreement, if a capitalized term in this Agreement is not specifically defined herein, that term will be given the same definition that the term is afforded in the Successor Franchise Agreement, as applicable.
2. **Mandatory Initial Training.** Section 2.1 of the Successor Franchise Agreement is hereby deleted in its entirety.
3. **Initial Franchise Fee.** Section 3.1(a) of the Successor Franchise Agreement is hereby amended to state that Franchisee is not required to pay an Initial Franchise Fee.
4. **Conditions Precedent to Operating the Franchised Business.** Section 4.1 of the Successor Franchise Agreement is deleted in its entirety.
5. **Certification of Performance.** Section 4.10 of the Successor Franchise Agreement is deleted in its entirety.

6. **Franchisee’s Termination Right.** Section 11.6 of the Successor Franchise Agreement is deleted in its entirety.

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

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

**IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.**

**FRANCHISOR**

**FRANCHISEE**

**CRUISEONE, INC.**

**[ENTER FRANCHISEE NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit B**  
**to the Franchise Disclosure Document**

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**Exhibit C**  
**to the Franchise Disclosure Document**  
**FINANCIAL STATEMENTS**

**CruiseOne, Inc.**  
(A Wholly Owned Subsidiary of  
World Travel Holdings, Inc.)

Financial Report  
December 31, 2023

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RSM US LLP

## Independent Auditor's Report

Board of Directors and Shareholder  
CruiseOne, Inc.

### Opinion

We have audited the financial statements of CruiseOne, Inc. (the Company) (a wholly owned subsidiary of World Travel Holdings, Inc.), which comprise the balance sheets as of December 31, 2023, 2022 and 2021, the related statements of income, changes in shareholder'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 the Company as of December 31, 2023, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Emphasis of Matter

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

### Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

*RSM US LLP*

Boston, Massachusetts  
March 29, 2024

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Balance Sheets**  
**December 31, 2023, 2022 and 2021**

	2023	2022	2021
<b>Assets</b>			
Current assets:			
Cash	\$ 12,780,192	\$ 11,704,793	\$ 14,218,938
Accounts receivable, net	900,977	1,140,683	402,892
Prepaid expenses and other current assets	166,053	110,357	152,858
Due from World Travel Holdings, Inc.	10,489,139	4,370,588	3,915,402
<b>Total current assets</b>	<b>24,336,361</b>	<b>17,326,421</b>	<b>18,690,090</b>
Property and equipment, net	377,142	571,283	402,008
Intangible assets, net	15,793	25,373	34,953
Long-term receivables	34,998	90,986	172,169
Right-of-use asset, net	1,902,292	558,136	-
<b>Total assets</b>	<b>\$ 26,666,586</b>	<b>\$ 18,572,199</b>	<b>\$ 19,299,220</b>
<b>Liabilities and Shareholder's Equity</b>			
Current liabilities:			
Accounts payable	\$ 2,935,499	\$ 3,003,835	\$ 1,601,559
Current portion of promissory note	10,833	32,500	18,958
Right-of-use lease liability, current portion	151,583	631,664	-
Accrued expenses	1,028,413	1,229,942	519,917
Unearned revenue	6,564,135	5,055,054	4,048,703
Customer deposits	2,855,623	3,075,398	3,777,993
<b>Total current liabilities</b>	<b>13,546,086</b>	<b>13,028,393</b>	<b>9,967,130</b>
Unearned revenue, net of current portion	3,376,320	2,631,854	2,192,655
Promissory note, net of current portion	-	10,833	46,042
Right-of-use lease liability, net of current portion	1,786,933	50,239	-
Deferred rent	-	-	215,263
<b>Total liabilities</b>	<b>18,709,339</b>	<b>15,721,319</b>	<b>12,421,090</b>
Shareholder's equity:			
Common stock, \$0.01 par value; 500 shares authorized, issued and outstanding	5	5	5
Additional paid-in capital	2,339,225	2,339,225	8,339,225
Retained earnings (accumulated deficit)	5,618,017	511,650	(1,461,100)
<b>Total shareholder's equity</b>	<b>7,957,247</b>	<b>2,850,880</b>	<b>6,878,130</b>
<b>Total liabilities and shareholder's equity</b>	<b>\$ 26,666,586</b>	<b>\$ 18,572,199</b>	<b>\$ 19,299,220</b>

See notes to financial statements.

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Statements of Income**  
**Years Ended December 31, 2023, 2022 and 2021**

	2023	2022	2021 Restated
Revenues:			
Royalties from travel sales, net	\$ 18,607,949	\$ 13,864,184	\$ 3,485,992
Franchise and other fees	4,391,022	3,914,646	4,289,128
<b>Total revenues</b>	<b>22,998,971</b>	<b>17,778,830</b>	<b>7,775,120</b>
Expenses:			
Selling, general and administrative	18,472,638	15,588,679	7,052,715
Amortization of intangible assets	9,580	9,580	9,580
Depreciation	256,526	207,821	152,244
<b>Total expenses</b>	<b>18,738,744</b>	<b>15,806,080</b>	<b>7,214,539</b>
Other income:			
Employee retention tax credit	846,140	-	-
<b>Net income</b>	<b>\$ 5,106,367</b>	<b>\$ 1,972,750</b>	<b>\$ 560,581</b>

See notes to financial statements.

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Statements of Changes in Shareholder's Equity**  
**Years Ended December 31, 2023, 2022 and 2021**

	Common Stock		Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Total Shareholder's Equity
	Shares	Par Value			
Balance, December 31, 2020	500	\$ 5	\$ 8,339,225	\$ (2,021,681)	\$ 6,317,549
Net income	-	-	-	560,581	560,581
Balance, December 31, 2021	500	5	8,339,225	(1,461,100)	6,878,130
Net income	-	-	-	1,972,750	1,972,750
Dividend	-	-	(6,000,000)	-	(6,000,000)
Balance, December 31, 2022	500	5	2,339,225	511,650	2,850,880
Net income	-	-	-	5,106,367	5,106,367
<b>Balance, December 31, 2023</b>	<b>500</b>	<b>\$ 5</b>	<b>\$ 2,339,225</b>	<b>\$ 5,618,017</b>	<b>\$ 7,957,247</b>

See notes to financial statements.

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Statements of Cash Flows**  
**Years Ended December 31, 2023, 2022 and 2021**

	2023	2022	2021
Cash flows from operating activities:			
Net income	\$ 5,106,367	\$ 1,972,750	\$ 560,581
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Amortization of intangible assets	9,580	9,580	9,580
Depreciation	256,526	207,821	152,244
Amortization of right-of-use asset	461,710	105,655	-
Allowance for credit losses	(5,522)	(9,969)	70,956
Deferred rent	-	-	(43,832)
Changes in operating assets and liabilities:			
(Increase) decrease in:			
Accounts receivable	245,228	(727,822)	(230,456)
Prepaid expenses and other current assets	(55,696)	42,501	74,064
Due from World Travel Holdings, Inc.	(6,118,551)	(6,455,186)	(314,101)
Long-term receivables	55,988	81,183	(157,271)
Increase (decrease) in:			
Accounts payable	(68,336)	1,402,276	506,682
Accrued expenses	(201,529)	710,025	258,085
Lease liability	(549,253)	(197,151)	-
Unearned revenue	2,253,547	1,445,550	541,624
Customer deposits	(219,775)	(702,595)	1,697,953
<b>Net cash provided by (used in) operating activities</b>	<b>1,170,284</b>	<b>(2,115,382)</b>	<b>3,126,109</b>
Cash flows used in investing activities:			
Acquisition of property and equipment	(62,385)	(377,096)	(296,375)
Cash flows from financing activities:			
Proceeds from promissory note	-	-	65,000
Payments on promissory note	(32,500)	(21,667)	-
<b>Net cash (used in) provided by financing activities</b>	<b>(32,500)</b>	<b>(21,667)</b>	<b>65,000</b>
<b>Net increase (decrease) in cash</b>	<b>1,075,399</b>	<b>(2,514,145)</b>	<b>2,894,734</b>
Cash:			
Beginning	11,704,793	14,218,938	11,324,204
Ending	\$ 12,780,192	\$ 11,704,793	\$ 14,218,938
Supplemental disclosure of cash flow information:			
Operating cash outflow—payments on operating leases	\$ 533,933	\$ 592,631	\$ -
Supplemental schedule of noncash investing activities:			
Dividend to settle related party receivables	\$ -	\$ 6,000,000	\$ -
Operating right-of-use asset obtained for a lease liability	\$ 1,805,866	\$ -	\$ -

See notes to financial statements.

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Notes to Financial Statements**

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**Note 1. Organization and Business Activities**

CruiseOne, Inc. (the Company) is a provider of cruise, air, hotel, car and land-based vacation packages sold through a network of approximately 1,900 franchisees. The Company is a wholly owned subsidiary of World Travel Holdings, Inc. (WTH). The Company serves customers located in the United States of America (the U.S.) and coordinates travel packages for destinations primarily within the U.S., Mexico, Europe and the Caribbean.

**Note 2. Summary of Significant Accounting Policies**

**Basis of presentation:** The financial statements of the Company have been prepared for inclusion in the Company's franchise disclosure document. The Company engages in a number of related-party transactions with WTH. Portions of certain revenue and expenses represent allocations made from items applicable to WTH as a whole. The financial statements as reported herein reflect all adjustments which are, in the opinion of management, necessary to present fairly the financial position as of and for the years ended December 31, 2023, 2022 and 2021, and the results of operations and cash flows for the years then ended. All adjustments made to the financial statements include those of a normal and recurring nature.

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

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

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

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

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Notes to Financial Statements**

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**Note 2. Summary of Significant Accounting Policies (Continued)**

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

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

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

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

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

**Accounts receivable and allowance for credit losses:** Effective January 1, 2023, the Company adopted Accounting Standards Update (ASU) 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* (ASU 2016-13) prospectively. This ASU replaces the incurred loss impairment model with an expected credit loss impairment model for financial instruments, including trade receivables. The amendment requires entities to consider forward looking information to estimate expected credit losses, resulting in earlier recognition of losses for receivables that are current or not yet due, which were not considered under the previous accounting guidance. The Company performed an assessment of its allowance for credit losses and determined that no adjustment was required to retained earnings upon adoption.

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Notes to Financial Statements**

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**Note 2. Summary of Significant Accounting Policies (Continued)**

The Company carries its accounts receivable at cost less an allowance for credit losses. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for credit losses, when deemed necessary, based on the history of past write-offs, collections and current credit conditions. Bad debts are written off against the allowance when identified. As of December 31, 2023, 2022 and 2021, management has recorded an allowance of approximately \$212,000, \$218,000 and \$228,000, respectively.

**Franchisee loans:** In February 2021, the Company announced a program designed to enable existing franchise owners to maximize financial assistance opportunities available to small business owners. Part of this program includes a commitment to make commercial loans totaling up to \$1 million available to the Company's franchise owners to be used for operational expenses. The loans bear interest at 4% per annum. As of December 31, 2023, the Company had outstanding receivables with 21 franchisees of approximately \$27,000 classified in accounts receivable. As of December 31, 2022, the Company had outstanding receivables with 29 franchisees of approximately \$112,000 classified in accounts receivable and approximately \$34,000 classified in long-term receivables. As of December 31, 2021, the Company had outstanding receivables with 30 franchisees of approximately \$113,000 classified in accounts receivable and approximately \$159,000 classified in long-term receivables. Interest income recognized during 2023, 2022 and 2021 related to these loans was immaterial.

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

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

**Leases:** Effective January 1, 2022, the Company records their lease in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, Leases (ASC 842), which requires lessees to recognize leases on their balance sheets as right of use (ROU) assets representing the right to use underlying assets and lease liabilities representing the obligation to make lease payments over the lease terms, measured on a discounted basis. ASC 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements. Similar to the previous guidance, ASC 840, Leases (ASC 840), ASC 842 retains a distinction between finance leases (similar to capital leases under ASC 840) and operating leases, with classification affecting the pattern of expense recognition on the statements of income. The Company adopted ASC 842 on January 1, 2022, using the optional transition method to the modified retrospective approach, which eliminates the requirement to restate the prior-period financial statements. Under this transition provision, the Company has applied ASC 842 to reporting periods beginning on January 1, 2022, while prior periods continue to be reported and disclosed in accordance with the Company's historical accounting treatment under ASC 840.

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Notes to Financial Statements**

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**Note 2. Summary of Significant Accounting Policies (Continued)**

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when: (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company recognizes most leases on its balance sheets as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Leases are classified as either finance leases or operating leases based on certain criteria. Classification of the lease affects the pattern of expense recognition in the income statement.

The Company made an accounting policy election available under ASC 842 not to recognize a ROU asset and lease liability for leases with a term of 12 months or less. For all other leases, the ROU asset and lease liability is measured based on the present value of future lease payments over the lease terms at the commencement date of each lease (or January 1, 2022, for existing leases upon the adoption of ASC 842, Leases). The ROU asset also includes any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with each lease term at the lease commencement date (or remaining term for leases existing upon the adoption of ASC 842).

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating leases are included in lease payments only when it is probable, they will be incurred.

The Company has made an accounting policy election to account for lease and non-lease components in their contracts as a single lease component for all leases. The nonlease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

**Intangible assets:** Identifiable intangible assets are comprised of CruiseOne-related brand names that were acquired by the Company. These intangible assets were recorded at fair value based on the valuations performed by an independent valuation specialist at the acquisition date and are being amortized on the straight-line basis over the remaining estimated useful lives. As of December 31, 2023, 2022 and 2021, the Company has not incurred an impairment charge.

**Long-lived assets:** Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over the fair value of the asset, while long-lived assets to be disposed of are reported at the lower of carrying amount or fair value less cost to sell and the related depreciation and amortization is ceased. As of December 31, 2023, 2022 and 2021, the Company has not incurred an impairment charge.

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Notes to Financial Statements**

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**Note 2. Summary of Significant Accounting Policies (Continued)**

**Concentration of certain credit risks:** Financial instruments that potentially subject the Company to significant credit risk consist primarily of cash and accounts receivable. As of December 31, 2023, 2022 and 2021, the Company had cash balances at various financial institutions in excess of the federally insured limits. The Company has not experienced any losses in such accounts. The Company believes that it is not subject to unusual credit risk beyond the normal credit risk associated with commercial banking relationships.

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

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

The Company applies ASC 740-10, Income Taxes, which clarified the accounting for income taxes by prescribing a minimum probability threshold that an uncertain tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. The Company recognizes accrued interest and penalties associated with uncertain tax positions, if any, as part of the income tax provision. There was no liability for unrecognized tax benefits or related interest and penalties recorded as of December 31, 2023, 2022 and 2021.

**Advertising expense:** The cost of advertising is expensed as incurred and totaled approximately \$2,015,000, \$1,513,000 and \$1,162,000 for the years ended December 31, 2023, 2022 and 2021, respectively, which is included in selling, general and administrative expenses on the accompanying statements of income. The Company participates in cooperative advertising programs through WTH, whereby WTH's vendors will reimburse all or a portion of advertising costs, which are then allocated to the Company and recorded as a reduction of the expense. Given the reimbursements through the cooperative advertising programs, net advertising expense for the years ended December 31, 2023, 2022 and 2021, was \$0.

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Notes to Financial Statements**

**Note 3. Property and Equipment**

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

	2023	2022	2021
Equipment	\$ 2,697,657	\$ 2,647,826	\$ 2,272,777
Furniture and fixtures	438,857	432,457	432,457
Leasehold improvements	264,503	259,537	259,537
Computer software	458,250	457,062	455,015
Property and equipment, gross	3,859,267	3,796,882	3,419,786
Less accumulated depreciation and amortization	(3,482,125)	(3,225,599)	(3,017,778)
Property and equipment, net	<u>\$ 377,142</u>	<u>\$ 571,283</u>	<u>\$ 402,008</u>

Depreciation expense was approximately \$257,000, \$208,000 and \$152,000 for the years ended December 31, 2023, 2022 and 2021, respectively.

**Note 4. Intangible Assets**

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

For each of the years ended December 31, 2023, 2022 and 2021, the Company recorded approximately \$10,000 of amortization expense related to the brand name asset.

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

	2023			2022			2021		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Brand name	<u>\$ 845,801</u>	<u>\$ (830,008)</u>	<u>\$ 15,793</u>	<u>\$ 845,801</u>	<u>\$ (820,428)</u>	<u>\$ 25,373</u>	<u>\$ 845,801</u>	<u>\$ (810,848)</u>	<u>\$ 34,953</u>

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

Years ending December 31:	
2024	\$ 9,580
2025	6,213
	<u>\$ 15,793</u>

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Notes to Financial Statements**

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**Note 5. Related Party Transactions**

**Cost allocations:** The Company participates in risk and benefit plans with WTH, as well as cruise supply arrangements that WTH has negotiated with cruise lines. Human resources and finance activities of a limited nature are also performed for the Company by personnel of WTH. The accompanying financial statements included allocations for: (1) overhead costs shared by the Company and another subsidiary of WTH; and (2) corporate overhead charges from WTH. At the end of 2021, the Company merged operations with the subsidiary of WTH with which the Company had shared overhead resources during 2021. As a result, the overhead allocation to the Company was significantly higher in 2023 and 2022 as compared to 2021. The overhead costs are generally paid for by WTH and are allocated to the Company based on headcount. The corporate overhead charges are allocated based upon estimated costs. For the years ended December 31, 2023, 2022 and 2021, the Company was allocated overhead costs of approximately \$15,571,000, \$12,715,000 and \$5,583,000, respectively, as well as \$250,000 of corporate overhead each year from WTH.

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

**Defined contribution plan:** WTH sponsors a 401(k) savings plan which covers substantially all full-time employees of the Company over age 21 that have a minimum of 90 days of service. The 401(k) plan permits employees to defer up to 70% of their eligible pay, subject to a maximum aggregate contribution. The parent matches, at its discretion, 50% of the first 6% of the employees' contributions and may also make additional voluntary contributions. During the years ended December 31, 2023, 2022 and 2021, the Company was allocated approximately \$210,000, \$172,000 and \$37,000, respectively, for charges related to the matching contribution to the 401(k) plan.

**Due from World Travel Holdings, Inc.:** As of December 31, 2023, 2022 and 2021, the Company had a receivable due from WTH in the amount of approximately \$10,780,000, \$4,371,000 and \$3,915,000, respectively. The amount represents cash advanced by the Company to WTH, net of overhead costs allocated. Payments and cost allocations are made on an ongoing basis. During the year ended December 31, 2022, the Company declared a dividend of \$6,000,000 to WTH to partially settle the related party receivable. This amount reduced both Due from World Travel Holdings, Inc. and additional paid-in capital, and had no negative effect on the Company's statements of income or cash flows from operations.

**Note 6. Lease**

The Company leases real estate under an operating lease agreement that was modified effective August 31, 2023, to reduce the square footage leased and extend the lease term through April 30, 2031. The lease includes two options to renew, at the Company's sole discretion, for five-year terms. The lease contains a termination option, where the rights to terminate is held by either the Company, the lessor or both parties. The Company's operating lease does not contain any material restrictive covenants or residual value guarantees.

Operating lease expense is recognized on a straight-line basis over the applicable lease term and is included in selling, general and administrative expenses on the accompanying statements of income. The components of lease expense are as follows for the years ended December 31, 2023 and 2022:

	2023	2022
Lease expense	\$ 437,829	\$ 511,117
Variable lease expense	60,296	-
Total lease expense	<u>\$ 498,125</u>	<u>\$ 511,117</u>

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Notes to Financial Statements**

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**Note 6. Lease (Continued)**

Total lease expense for operating leases under ASC 840 was \$281,539 for the year ended December 31, 2021.

Supplemental information related to operating leases is as follows as of December 31, 2023 and 2022:

	2023	2022
Right-of-use asset, net	\$ 1,902,292	\$ 558,136
Current portion of lease liability	\$ 151,583	\$ 631,664
Lease liability, net of current portion	1,786,933	50,239
	<u>\$ 1,938,516</u>	<u>\$ 681,903</u>
Weighted-average remaining lease term	7.33 years	1.08 years
Weighted-average discount rate	3.25%	0.78%

Future undiscounted cash flows and a reconciliation to the lease liability recognized on the accompanying balance sheets for operating leases are as follows as of December 31, 2023:

Years ending December 31:	
2024	\$ 212,405
2025	288,546
2026	297,222
2027	306,070
2028	315,221
Thereafter	773,455
Total lease payments	<u>2,192,919</u>
Less imputed interest	<u>(254,403)</u>
Total present value of lease liability	<u>\$ 1,938,516</u>

**Note 7. Promissory Note**

In May 2021, the Company entered into a \$65,000 promissory note with a cruise line. The note does not bear interest and monthly payments of \$2,708 began in June 2022. The note matures in May 2024. The outstanding balance as of December 31, 2023, 2022 and 2021, was \$10,833, \$43,333 and \$65,000, respectively.

**CruiseOne, Inc.**  
**(A Wholly Owned Subsidiary of World Travel Holdings, Inc.)**

**Notes to Financial Statements**

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**Note 8. Employee Retention Tax Credits**

During the year ended December 31, 2023, WTH conducted an analysis as to whether it was entitled to employee retention credits (ERC) under the CARES Act as amended by the Taxpayer Certainty and Disaster Tax Relief Act of 2020 and the American Plan Act of 2021. Based on the analysis, WTH determined that it was entitled to an ERC of which approximately \$846,000 was allocated to the Company related to payroll taxes paid in 2020 through the third quarter of 2021. The Company determined it met all the criteria required under the gross receipts test or the eligible employer definition due to partial suspension of its business due to government orders as defined in the regulations for each quarter.

As accounting for payroll tax credits is not within the scope of ASC 740, Income Taxes, the Company has chosen to account for the ERCs by analogizing to the International Accounting Standards Board IAS 20, *Accounting for Government Grants and Disclosure of Government Assistance*. In accordance with IAS 20, an entity recognizes government grants only when there is reasonable assurance that the entity will comply with the conditions attached to them and the grants will be received. The Company evaluated its eligibility for the ERC and determined that it met all the criteria to claim a refundable tax credit against the employer portion of Social Security, as such approximately \$846,000 is recognized as other income in the statement of income for the year ended December 31, 2023.

**Note 9. Subsequent Events**

The Company has evaluated subsequent events through March 29, 2024, the date the financial statements were available to be issued.

**Exhibit D**  
**to the Franchise Disclosure Document**

**STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS**

## **LIST OF STATE ADMINISTRATORS**

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

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

LA Office

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

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

San Diego Office

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

San Francisco Office

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## LIST OF AGENTS FOR SERVICE OF PROCESS

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

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

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

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

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

Illinois Attorney General  
500 South Second Street  
Springfield, IL 62706

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

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

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

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

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

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

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

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

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

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

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

**Exhibit E**  
**to the Franchise Disclosure Document**

**CURRENT FRANCHISEE OUTLETS**

**Active Franchisee Roster as of December 31, 2023**  
**(see next page)**

Name	Street	City	State	Zip	Phone
Charmayne Marie Druley	6590 Glacier Highway Lot 81	Juneau	AK	99801	(907) 531-3325
Heather Hintze-DeBerry	7005 Whitehall Street	Anchorage	AK	99502	(907) 306-9106
Patricia Ann Callaghan	7010 Chad St	Anchorage	AK	99518	(907) 229-4088
Heidi Sheldon	1840 Patterson St.	Anchorage	AK	99504	(907) 570-8825
David Vensko	429A3 Six Avenue	Kotzebue	AK	99752	(907) 319-8173
Kristy Hamner	10396 House Bend Rd	Northport	AL	35475	(205) 800-8747
Walter Davis	POBox 3684	Hueytown	AL	35023	(205) 744-1284
Donna Hillsgrove	1807 East Hanceville Rd. SE	Cullman	AL	35055	(256) 841-6322
Deloris Strawbridge & Bridgett Adeborna	8000 Madison Blvd Suite D102 - 261	Madison	AL	35758	(314) 614-9705
Sean and Elizabeth Schultz	111 Bay View Dr	Daphne	AL	36526	(251) 952-4748
Stacy and Howard Soohoo	3204 Governors Drive	Huntsville	AL	35805	(256) 513-8337
Ryel World Travel, LLC	2448 Southwood Trace	Hoover	AL	35244	(205) 994-3030
Denise & Davis Glenn and Daree McCay	1278 Deer Trail Road	Birmingham	AL	35226	(205) 985-7593
Cynthia & Johnny Bass	118 Ashford Circle	Birmingham	AL	35242	(205) 390-8823
Anthony L. Jackson	300 W Patton Ave.	Montgomery	AL	36108	(843) 707-2398
Ellen Bryant & Michael A. Bryant	1403 Bristol Manor	Birmingham	AL	35242	(205) 862-0811
Christopher Jackson	199 McRae Rd	Deatsville	AL	36022	(334) 310-1603
Parker Travel Group, LLC	1533 Panorama Drive	Vestavia Hills	AL	35216	(205) 545-2997
Katherine Wells and Kenneth Wells	3061 Easonville Road	Pell City	AL	35128	(334) 685-9493
Priya Sharma	2308 Arbor Glenn	Hoover	AL	35244	(205) 340-6799
Travel Creates Memories, LLC	13925 Glen Park Ave.	Northport	AL	35475	(205) 393-1236

Name	Street	City	State	Zip	Phone
Kenna E. McKinney	1699 Ole Carriage Drive	Athens	AL	35613	(256) 262-7812
Write Your Adventures Travel, LLC	8959 Highway 18	Vernon	AL	35592	(205) 431-0894
Valerie Harp & Joshua Harp	151 Patdean Dr	Huntsville	AL	35811	(256) 268-5698
Thomas E. Johnston & Beth Ann Johnston	102 Gilbreath Ave	Fairhope	AL	36532	(251) 270-1456
Beyerl Travel LLC	2118 Club House Drive	Lillian	AL	36549	(251) 910-8687
Unforgettable Travel, LLC	119 Sunset Ridge	Madison	AL	35758	(256) 330-2120
Derek Sampson	210 Hilltop Ridge Drive	Madison	AL	35756	(256) 701-4469
Mendy Johnson & Associates, LLC	9271 Hamilton Creek Drive	Mobile	AL	36695	(251) 930-1308
Christopher Anthony & Allison Nicole Casperson	117 Properzi Way SW	Huntsville	AL	35824	(256) 797-6018
Nancy Burge & Stephen Burge	3395 Cahaba River Estates	Hoover	AL	35244	(205) 988-0393
Tracie Bowman	200 Laurinda Drive	Harvest	AL	35749	(256) 557-5763
Weagle Travel LLC	281 Lee Road 2054	Opelika	AL	36804	(334) 313-4778
Kara Nelson & Kyle Hotard	1752 Abbey Loop	Foley	AL	36535	(251) 975-0267
Peggy & Steven Rosenthal	23 Shotliff Cir	Bella Vista	AR	72715	(479) 855-1250
Teressa Gasque	8112 Cypress Avenue	Fort Smith	AR	72908	(479) 926-0243
Orrin M. & Deborah L. Corwin	123 N. Oak Street	Lowell	AR	72745	(479) 306-6672
Kristi L. & Mark A. Conner	6 Rackwick Lane	Bella Vista	AR	72715	479-340-0484
Lisa Merutka	3102 Hanna Ln	Bentonville	AR	72712	(479) 367-2027
Kyle R. Kiper and Cynthia K. Kiper	811 N Bennett Ave	Booneville	AR	72927	(813) 418-0647
Beth Lewis	14816 Dutchmans Dr	Rogers	AR	72756	(479) 312-0826
Sonny Nguyen & Au Tran	7224 W Markham Street	Little Rock	AR	72205	(501) 920-5650
Linette Galbraith & Anthony Galbraith	42 Sanchez Way	Hot Springs Village	AR	71909	(501) 204-2870

Name	Street	City	State	Zip	Phone
Dawn & Michael Nabours	2221 E Country Club Rd	Searcy	AR	72143	(501) 278-4599
Tennille Stanger, Allison P Jones, Stephen Stanger	129 Baronne Way	Maumelle	AR	72113	(501) 621-5700
Linda Miller & Michael Miller	29 County Road 4091	Jonesboro	AR	72404	(870) 397-8747
Myers Travel Holdings, LLC	15871 Cedar St	Lowell	AR	72745	(314) 947-2616
CJ Larkin	4545 W. Beardsley Rd. #1021	Glendale	AZ	85308	(818) 298-2663
Paradise Found Cruise & Travel, LLC	28 W Juniper Ave Suite 203	Gilbert	AZ	85233	(480) 646-4969
Yvonne and Brad Jamieson	4499 E Sourwood Drive	Gilbert	AZ	85298	(480) 279-5301
William O'Brien	15866 W Avalon Drive	Goodyear	AZ	85395	(623) 374-6373
Adeline C and David L Edwards	20704 N 90th Place #1031	Scottsdale	AZ	85255	(480) 473-1441
Carol Ulinger	18654 N 72nd Drive	Glendale	AZ	85308	(623) 566-8880
Nancy B Olsen	59962 E Heron Dr	Oracle	AZ	85623	(520) 825-6616
Robert A Rodriguez	41626 N. Club Pointe Dr.	Anthem	AZ	85086	(623) 551-7555
Feiner & Associates LLC	18205 N 63rd Avenue	Glendale	AZ	85308	(623) 551-2042
Ships Ahoy Custom Cruises LLC	11145 East Sonrisa Ave.	Mesa	AZ	85212	(602) 903-7234
Cruisin Around Travel LLC	6104 N 171ST LN	Waddell	AZ	85355	(602) 402-1472
TNB Travel, LLC	14613 E Larkspur Dr.	Scottsdale	AZ	85259	(480) 447-9277
Sam Kowalewski & Cherish Swagger	8741 W Acapulco Ln	Peoria	AZ	85381	(623) 329-4415
ETS, LLC	1098 South Peden Drive	Chandler	AZ	85286	(480) 696-7028
Vacations By Suzanne, LLC	950 W Snow Creek Tr	Show Low	AZ	85901	(805) 210-5327
Susan and Michael Norman	12843 West Redondo Drive	Litchfield Park	AZ	85340	(623) 518-6300
Thomas J Frederick	10231 Shady Rock Lane	Tucson	AZ	85749	(520) 749-4069

Name	Street	City	State	Zip	Phone
Paul and Bonnie Buchanan	62160 E. Valley Crest Ct.	Tucson	AZ	85739	(520) 818-0800
Rave Vacations, LLC	20144 E Rosa Rd	Queen Creek	AZ	85142	480-290-6959
MLM & ASSOCIATES, L.L.C.	3322 E Bloomfield Rd	Phoenix	AZ	85032	602-428-4116
James E. Feltman Jr.	1715 E Aurelius Ave	Phoenix	AZ	85020	(602) 541-6080
Natalie Knight & Benjamin Lee Montgomery	45 Arch Drive	Sedona	AZ	86351	(864) 278-3015
Robyn R. Werhan	2532 N Fourth St. #150	Flagstaff	AZ	86004	(928) 440-4026
Perfect Travel Services, LLC	860 E Kramer St	Mesa	AZ	85203	(480) 787-5576
Heidi Hertha Kutz Moseman	22617 West Morning Glory Street	Buckeye	AZ	85326	651-888-9487
Get Away With Matt LLC	4900 S Genesis Dr #113	Cottonwood	AZ	86326	(480) 229-8425
Daniel A & Joanne Bateman	24802 N 171st Dr	Surprise	AZ	85387	(623) 777-9661
Countdown to Travel LLC	14402 N 9th St	Phoenix	AZ	85022	(602) 570-8562
The Grace Group, LLC	6206 W Laredo St	Chandler	AZ	85226	(928) 491-0030
Tonya Joette Eckstein & Christopher Lee Eckstein	808 W Carlsbad Drive	San Tan Valley	AZ	85140	(480) 436-2281
Janet E. Blanks	2851 E Binner Drive	Chandler	AZ	85225	(480) 275-2760
Sherryl Prentiss Tierney	11144 N Par Drive	Tucson	AZ	85737	(520) 338-2765
Christine Wilson Miclat	60 East Rio Salado Pkwy, Ste. 900	Tempe	AZ	85281	(480) 883-2377
Tabitha J. Grant & Trevin L. Grant	22855 E Via Las Brisas	Queen Creek	AZ	85142	(562) 668-2256
Thomas Calvin	623 W Navarro Ave	Mesa	AZ	85210	(480) 567-0202
Melinda Dannenmueller & Daniel L. Dannenmueller Jr	20934 E. Starflower Dr.	Queen Creek	AZ	85142	(817) 395-7763
Vicki M Marquart & Associates, LLC	474 E Vesper Trail	Queen Creek	AZ	85140	(480) 290-1037
JoAnne Michaud Travels, LLC	16402 S 29th Dr	PHOENIX	AZ	85045	(919) 452-0227
Apreel Raven Nye Bourdo and Calvin Bourdo	1772 N. 79th Avenue #1121	Glendale	AZ	85308	(623) 703-1127

Name	Street	City	State	Zip	Phone
Live Love Drink Travel, LLC	10392 W NOSEAN RD	PEORIA	AZ	85383	(623) 500-3414
Arlene Steele	5124 N 31st Pl Unit 512	Phoenix	AZ	85016	(708) 232-8928
Susan Laney Hayes & Troy S. Hayes	4554 N General Court	Florence	AZ	85132	(520) 988-3322
Thompson Travel Group LLC	10546 East Thornton Ave	Mesa	AZ	85212	(480) 866-8644
Linda Willis	875 S Estrella Parkway #6784	Goodyear	AZ	85338	(602) 332-3601
Gregory Alan Cassavaugh	2516 E. Javelina Ave	Mesa	AZ	85204	(480) 750-9393
Dent Travel Group LLC	26439 S 229th Place	Queen Creek	AZ	85142	(480) 445-9440
Anthony Cinquini	12875 N 57th Ave	Glendale	AZ	85304	(623) 444-8753
Jennifer Ellsworth & Allison Carman	6611 E. Mayo Blvd. # 1069	Scottsdale	AZ	85054	(360) 980-0011
Ellyn Rae Ventura	11004 W Utopia Rd	Sun City	AZ	85373	(602) 595-9303
Kristine E. Wolfe and Eric Jon Potvin	2910 Thunderbird Drive	Sierra Vista	AZ	85650	(520) 255-2621
Carrie Chipman	15865 S. 1st Ave.	Phoenix	AZ	85045	(480) 256-1494
Kathleen Master	463 West Aster Drive	Chandler	AZ	85248	(480) 791-9294
Alison Bidar & Blake Bidar	8849 E. Aster Dr.	Scottsdale	AZ	85260	(480) 779-9358
Scott R. Spangenberg	5217 E Half Moon Dr	Phoenix	AZ	85044	480.687.0913
Aaron Luque	20100 N. 78th Place Unit 1089	Scottsdale	AZ	85255	(480) 499-0649
MK Bucket List Wish LLC	24654 N Lake Pleasant #103-486	Peoria	AZ	85383	(623) 299-2000
LeTawnya Landry	840 Bluecrest Place	Lake Havasu City	AZ	86406	(253) 217-8325
ABC Travel, LLC	3213 N 41st Place	Phoenix	AZ	85018	(480) 248-2403
Craig Allen Aspden	1085 E Desert Moon Trail	San Tan Valley	AZ	85143	(480) 220-6529

Name	Street	City	State	Zip	Phone
Trailhead Travel LLC	5607 E Olesen Rd	Scottsdale	AZ	85266	(480) 934-0725
Stephen Walker	7593 Sylvan Creek Ct.	Citrus Heights	CA	95610	(916) 918-0499
Scannell Dream Vacations Inc.	9204 Rickie Road	Lakeside	CA	92040	(619) 955-5535
Anthony Ojogwu	731 Deerwood Avenue	Lathrop	CA	95330	(209) 665-3015
Steve Faber	54 Arguello Circle	San Rafael	CA	94901	(415) 485-0100
Richard L. Truitt Enterprises, Inc	2973 Sundance Circle East	Palm Springs	CA	92262	407-739-7686
Mabel Ann Lum Wu and Ben H Wu	560 S. Avenida Faro	Anaheim Hills	CA	92807	(714) 974-8384
Rebecca Burford	3323 W. La Vida Ave.	Visalia	CA	93277	(559) 804-5116
William M Burdon	2821 Calle Loreto	Palm Springs	CA	92264	(818) 760-5111
Albert and Sandra Shaterian	1438 Rancho View Dr.	Lafayette	CA	94549	(925) 930-0620
Teodora & Romy Cocadiz & Elle & Danielle Cabrera	1361 Hillside Blvd	South San Francisco	CA	94080	(650) 784-9054
Terry Croly & David Pyle	810 Eddy St. #401	San Francisco	CA	94109	(415) 674-7500
Carol Socol & Ali Bernstein	4061 Sapphire Drive	Encino	CA	91436	(424) 832-3234
Paul, Melanie & Jeremy Hsia	800 High Street, #412	Palo Alto	CA	94301	(650) 321-6888
Sharon & Michael L Heuton	20021 Gibbs Dr	Sonora	CA	95370	(209) 532-8637
Parrish Roth	3060 Hillside Ave	Norco	CA	92860	(951) 734-4196
Morrie and Beverly Frazier and Molly Mandal	1751 N Rogers	Clovis	CA	93619	(559) 299-4336
Gomes and Associates LLC	848 6th Street #1	Los Banos	CA	93635	(209) 826-2584
Jonice G. Notagiacomio	11301 W Olympic Blvd., #533	Los Angeles	CA	90064	(310) 338-2155
Just Add Water Vacations	3205 VIA BUENA VISTA C	Laguna Woods	CA	92637	(949) 716-3020
Alexandra Ghiozzi	704 Thompsons Drive	Brentwood	CA	94513	(925) 240-0932
Desmond McCarthy	263 Strada Fortuna	Palm Desert	CA	92260	(760) 773-9910

Name	Street	City	State	Zip	Phone
Connie and Michael Ng	740 Texas Street Suite 206	Fairfield	CA	94533	(707) 766-0904
Emelita Bernardo	297 Beachview Ave	Pacifica	CA	94044	(650) 580-8297
Rodrigo Z. & Natilou D. Benipayo	1651 Allenwood Circle	Lincoln	CA	95648	(916) 258-7100
Wheelie Fun Cruise and Travel, LLC	800 Grand Avenue #105	Carlsbad	CA	92008	(760) 994-0712
Susan Pretkus-Combs	32722 Coppercrest Dr	Trabuco Canyon	CA	92679	(949) 709-0098
WM Adventures Inc	34 Via Madera	Rancho Santa Margarita	CA	92688	(949) 681-8092
Shannon Speaker	8620 Belford Ave. #405	Los Angeles	CA	90045	(310) 216-9057
JJLM Corporation	1100 Town & Country Road Suite 1250	Orange	CA	92868	(714) 282-1600
Anna Borja	1650 E Gonzalez Rd #313	Oxnard	CA	93036	(805) 919-9094
Diana Aguilar	10556 Combie Rd # 6346	Aurburn	CA	95602	(530) 414-0209
Johnna Hose	30130 Whembly Cir	Menifee	CA	92584	(951) 440-7575
Copperleaf Enterprises Inc	28 Copper Leaf	Irvine	CA	92602	(714) 442-3632
William Haskins	6150 Center Street #428	Clayton	CA	94517	(925) 286-3584
Travel By Meli, Inc.	29101 Bouquet Canyon Rd.	Silverado	CA	92676	(949) 433-5129
Jeanne Anderson & Timothy Hood	750 S. Lincoln Ave Suite 104-467	Corona	CA	92882	951-742-8033
Laura & Jonathan Dvareckas	14750 Mandan Road	Apple Valley	CA	92307	(760) 688-0903
Jose Neil Q. Quiatchon & Jocelyn A. Quiatchon	3320 Fetereia Drive	Modesto	CA	95355	(209) 552-0933
Elisaden Canlas & Suaib Mohammad Samier	2432 Rockrose Cir	Roseville	CA	95747	(916) 899-0365
Just My Vacation LLC	664 Camino del Sol	Thousand Oaks	CA	91320	(805) 796-9620
Mellifera Travel, LLC	1551 5th St.	MANHATTAN BEACH	CA	90266	(805) 403-0804

Name	Street	City	State	Zip	Phone
Lisa Hasselbach	3484 Cashmere Street	Danville	CA	94506	925-718-3015
Anna Mills-Giannavola & Anthony Giannavola	620 Ivywood Lane, Unit F	SIMI VALLEY	CA	93065	805-624-7435
DC Smith Personalized Travel Inc.	14188 Larkin Court	Fontana	CA	92336	(310) 882-5177
Pamela A Peterson	364 W. Kirkwall Rd	Glendora	CA	91740	(626) 224-2211
C & O Travel, LLC	25A Crescent Dr PMB 218	Pleasant Hill	CA	94523	(925) 820-7740
Kevin Melchor	1543 Clark Street	Upland	CA	91784	(909) 736-9878
Elizabeth Pitman	6387 Menlo St.	Simi Valley	CA	92063	(310) 560-2549
This Girl Jen! LLC	58 Rolling Ridge	Rancho Santa Margarita	CA	92688	(949) 330-3300
Karen Rhyne and Patti Lindsey	2340 Port Durness	Newport Beach	CA	92660	949-644-0148
Cristina Danielle Taylor-Gentile	400 S Flower Unit 126	Orange	CA	92868	714-566-5107
Ellen Lorraine Cummings	5624 Amaya Dr. #50	La Mesa	CA	91942	(619) 928-6993
Lori Foster	57 Calle Akelia	San Clemente	CA	92673	(949) 391-9294
HLK Enterprises, Inc.	7822 Seaglen Drive	Huntington Beach	CA	92648	(714) 698-9480
Vera Martinez	1873 Trenton Place	Brentwood	CA	94513	(925) 639-9194
Michael Beaudette & Erin Cusick	245 Manitoba Green	Fremont	CA	94538	(510) 216-7444
Stephen K. King	13759 Coldwater Court	Eastvale	CA	92880	(951) 220-7733
Tracy & Lance Chaplin	3020 Orbetello Way	El Dorado Hills	CA	95762	(916) 234-0301
Journeys by Janis LLC	63 Calle Cabrillo	Foothill Ranch	CA	92610	(949) 505-9155
Susan Hadley	1680 Meadowglen Lane	Encinitas	CA	92024	(760) 579-3444
Steve Jones	651 West 42nd Place	Los Angeles	CA	90037	(323) 621-6668
Joyce Barrone	1957 Alpha Street	South Pasadena	CA	91030	(626) 394-6304

Name	Street	City	State	Zip	Phone
Logan Minnoch	4357 Guerrero Dr	Guadalupe	CA	93434	(805) 450-2581
Heidi Leonhardt	27745 Gacier Place	Castaic	CA	91384	(661) 714-5703
Antonio Andre Carrillo	41194 Mackenzie Lane	Indio	CA	92203	(760) 800-3162
Shruthi Bharathur	501-I South Reino Road #390	Newbury Park	CA	91320	(805) 551-4960
Hydra Holdings LLC	4129 Hydra Circle	Roseville	CA	95747	(916) 432-7159
Victor Y Henriquez & Margarita Carnot	1545 Victory Blvd Suite 101	Glendale	CA	91201	(213) 804-3984
BAM Vacations & Associates LLC	2726 E Sunset Hill Dr	West Covina	CA	91791	(626) 246-4487
Jon Halvorsen & Sandra Halvorsen	2423 Janet Lee Dr	La Crescenta	CA	91214	(818) 245-2490
Niro World Cruises Inc.	10420 Downey Ave Apt #205	Downey	CA	90241	(424) 599-3999
Vicky Ramos	7909 Aldea Avenue	Lake Balboa	CA	91406	(347) 517-4272
Charlene J. Wynder	915 W. Foothill Blvd Suite C635	Claremont	CA	91711	(877) 410-9775
Jennell K. Acker	15721 Merced Avenue	Chino Hills	CA	91709	1(909)597-1903
Mark Kevin Perral and Christina Perral	11714 Revolution Road	Bakersfield	CA	93312	(630) 254-7286
Jeffrey Rex Anderson & Diane Rae Anderson	336 Creekwood Ct.	Morgan Hill	CA	95037	(408) 612-4398
Garry Manansala & Paul Luu	4443 Cancun Court	Fairfield	CA	94533	(415) 234-0582
Fernando Saucedo, III & Angela Saucedo	25108 Marguerite Pkwy Suite A421	Mission Viejo	CA	92692	(949) 738-0800
Cheryl T. Menifee	224 Semicircular Road	Menlo Park	CA	94025	(650) 269-3646
Heart of the Fair Oaks Village, LLC	10148 Fair Oaks Blvd	Fair Oaks	CA	95628	(916) 496-3209
Dorothy & Rafael Javellana	21889 Propello Dr	Santa Clarita	CA	91350	(661) 373-3888
Wendy P. Anderson	5556 Armsley St	Montclair	CA	91763	(951) 970-4273

Name	Street	City	State	Zip	Phone
Trips & Events-2-Adore LLC	1250 FAIRMONT DRIVE STE. A767	SAN LEANDRO	CA	94578	(415) 516-2231
Kent S. Egenberger & Bebelyn E. Egenberger	18 Hazelnut	Irvine	CA	92614	(949) 296-9839
Carla Mae Beddome, Barbara A & James Thomas Follas	50 Pinzon	Rancho Santa Margarita	CA	92688	(949) 350-5447
Natalie M. Miladinovich Moss & Darin Russell Moss	198 Whispering Trees Lane	Danville	CA	94526	(925) 326-9996
Timothy Collins	1135 W. Elm Street	Stockton	CA	95203	(415) 675-1535
CLEW Sports INC	753 Rushing Creek Pl	Thousand Oaks	CA	91360	(805) 300-7224
Ma Myra S. Gamboa	435 Florence Ave	Ontario	CA	91764	(626) 494-4167
Jennifer Nicol	3009 Ridge Rd	Mokelumne Hill	CA	95245	(209) 293-4430
Book Amazing Vacations, LLC	78650 Avenue 42 Unit 901	Bermuda Dunes	CA	92203	(760) 200-9034
Maxine Areida & Thomas Michael Areida	1705 Cortez Avenue	Stockton	CA	95209	(209) 676-3625
Mary Golden & Colleen Bryant	3539 Broadleaf Circle	Corona	CA	92881	(951) 733-9303
Angelina Fields & Bryan Fields	9902 Wyland Drive	Elk Grove	CA	95624	(510) 710-9630
Simply the Best Adventures LLC	40 Via Larga Vista	Bonsall	CA	92003	(760) 274-1702
PRESTIGE WORLD TRAVEL AND TOURS LLC	3595 Inland Empire Blvd Bldg. 3	Ontario	CA	91764	(951) 751-8509
Andrew Mark & Amber Mark	612 Hawthorne St. #C	Glendale	CA	91204	(818) 949-2735
Abraham Lee	7655 Clairemont Mesa Blvd Ste 304	San Diego	CA	92111	(619) 888-9398
Salvador Castillo Jr	37414 Kimberly Ln	Palmdale	CA	93550	(661) 202-3212
Oleg Budanov	669 26th Avenue	San Francisco	CA	94121	(415) 702-3020
Debra Lynn, Andrew Craig & Donald C. Bickel	378 Pepper Drive	Tehachapi	CA	93561	(785) 414-9541

Name	Street	City	State	Zip	Phone
Nicole Frierson	8704 South Sepulveda Blvd #1024	Los Angeles	CA	90045	(424) 271-0027
Rosaline Raj	117 Bernal Road Suite 70-306	San Jose	CA	95119	(408) 438-5974
Rivas Travel LLC	10909 Gladhill Road	Whittier	CA	90604	(323) 829-3871
Clifford Ross	315 E Sunset Street	Long Beach	CA	90805	(562) 606-2847
Fridrick, Mendoza and Associates Dream Vacations	4455 Tulane Avenue 4455 Tulane Avenue	Long Beach	CA	90808	(562) 452-7783
Shanon Merkel and Dana Apple-Coolures	3174 Richert Avenue	Clovis	CA	93619	(559) 906-4927
Your Vacation Finders, LLC	4674 Greenbush Dr	Concord	CA	94521	(650) 777-7113
Ruva Amora	2413 Carlita Rd	Bakersfield	CA	93304	(661) 342-8297
Terry Watts & Jekaterina Watts	6417 Perrin Way	Carmichael	CA	95608	(916) 485-3840
John Thevenot	2941 Ponderosa Circle	Thousand Oaks	CA	91360	(805) 590-6292
Derek Krabill & Norman Buchbinder db Valley Travel	4 Brandeis Circle	Rancho Mirage	CA	92270	(760) 880-9313
KD's Cruises and Tours, Inc.	7131 Dunklau Rd	Ft. Garland	CO	81133	(719) 379-3133
The McKenna Travel Group, LLC	2647 Trailblazer Way	Castle Rock	CO	80109	(720) 542-9864
CO Travel Group, LTD	14261 E 4th Ave, Ste 230	Aurora	CO	80011	(303) 513-8142
Dana D. Garies	5092 Horned Owl Way	Parker	CO	80134	303-579-6782
Winchell & Associates, LLC	300 Center Dr. Ste. G #329	Superior	CO	80027	(720) 696-0566
Travel Deals for All LLC	200 Quebec St. Bldg 300-111 #6	Denver	CO	80230	(303) 589-6692
Cloudblue Vacations, LLC	2546 South Main Street	Erie	CO	80516	303-828-1015
Castle Pines World Travel LLC	558 E Castle Pines Pkwy Unit B-4, Suite 154	Castle Pines	CO	80108	(720) 733-0680
Mindy McAllister & Alexander Pacheco	1211 Bluestem Blvd	Pueblo	CO	81001	(719) 251-0672

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Meghann Nicole Martinez & Andrew C. Martinez	1490 S Chase Ct	Lakewood	CO	80232	(720) 572-1980
LGS Travel, LLC	3196 Paulson Court	Grand Junction	CO	81504	(970) 812-4096
Widad Basha	4917 Shenandoah Ave	Firestone	CO	80504	(720) 512-8014
Brook Vaughn, LLC	12772 Clermont St.	Thornton	CO	80241	(720) 861-5455
AnnaMerie Marshall & Matthew Marshall	7898 E 139th Place	Thornton	CO	80602	(720) 789-0990
Travel Star Class LLC	973 Cinnabar Dr	Castle Rock	CO	80108	(303) 747-6047
Global Travel By Charly LLC	434 Vance St	Lakewood	CO	80226	(720) 236-0503
Bryan Christopher Swain	400 North Park Avenue #12-B	Breckenridge	CO	80424	(970) 393-7123
MYOVacations LLC	1829 Golden Horizon Dr	Windsor	CO	80550	(970) 658-1165
Go See It All LLC	11350 Whooping Crane Drive	Parker	CO	80134	(720) 504-3232
Heather Edridge & Neil Edridge	3251 Kingfisher Court	Fort Collins	CO	80528	(970) 581-8549
Sarah Thomas	4190 Swanson Way Unit 210	Castle Rock	CO	80109	(913) 820-1676
Veronica Guidos	5020 Old Mill Road	Colorado Springs	CO	80917	(720) 202-4255
Christina A. Estrada	589 Burke Hollow Drive	Monument	CO	80132	(210) 998-9233
Katrina L. Peace & Dennis Brock Peace	423 Moss Rock Way	Johnstown	CO	80534	(970) 660-4601
Deborah Idleman	301 Crestwood Dr	Woodland Park	CO	80863	(719) 286-0779
Lucky Duck Trips, LLC	30 South Glencoe Street	Denver	CO	80246	(720) 968-8233
Brent & Heather Mahaffey	7061 E 121st Place	Thornton	CO	80602	(720) 263-0004
Jennifer Lynn Sala	6890 S Yantley Ct	Aurora	CO	80016	(303) 949-5300
April Trinkle & Bryan E. Trinkle	589 Burke Hollow	Monument	CO	80132	(719) 359-3611
WORLDSEEKER TRAVEL INC,	1569 South Forest Street	Denver	CO	80222	(720) 799-2112

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Linda Jean White	1355 N Gantts Fort Ave	Pueblo West	CO	81007	(719) 948-8007
Erika Emilia Crocker	6050 Stetson Hills Blvd. Suite 166	Colorado Springs	CO	80923	(719) 684-3511
Maria Delia Andrus and Isabelle L Pacheco	3128 Eagle Blvd #E238	Brighton	CO	80601	(303) 351-0280
Alan and Alisa Harris	3472 Harvard Pl	Broomfield	CO	80023	(760) 704-7041
Nahesa Productions, LLC	8158 Superior Circle	Littleton	CO	80125	(303) 390-1577
Amanda Mutah	6086 Blue Ridge Dr	Highlands Ranch	CO	80130	(720) 955-9448
Time To Travel LLC	2700 G Road, Unit 14A	Grand Junction	CO	81506	(970) 250-4481
Norma Macias & Ernesto B. Macias Santacruz	5661 W Lakeridge Rd	Lakewood	CO	80227	(720) 925-8962
Selby Brown III	8125 Briar Cliff Drive	Castle Pines	CO	80108	(619) 846-7322
Paula Marie Seuffert	8209 Hollygrape Ln	Colorado Springs	CO	80927	(719) 985-9348
Vivian S. Carstens & Donovan D. Carstens	4998 Notley Dr.	Windsor	CO	80550	(970) 561-7799
Sonja J Michael & David Carroll	34 Brook Rd	Enfield	CT	06082	(860) 741-3514
SSRT Consultants, LLC	110 Skinner Road	Berlin	CT	06037	(860) 829-0492
Melissa Peet	31 Britannia Dr	Danbury	CT	06811	(203) 989-0449
Joanne Hiltz	660 Goose Lane	Guilford	CT	06437	(203) 650-0622
All Ways Travel and Tour LLC	540 Lakeside Dr.	Bridgeport	CT	06606	(203) 331-7073
Billie Rascati	80 Foxon Blvd	East Haven	CT	06513	(203) 891-6829
Joseph M Solimene	37 Jennifer Drive	North Haven	CT	06473	(203) 859-3800
Rosemond Frett	11 Burton Street	Hartford	CT	06112	(860) 522-3600
Luxury Vacation Xperts LLC	47 Orrin Avenue	Plainville	CT	06062	(860) 400-0555
Trinita Brown	1835 Tulip Street NW	Washington	DC	20012	(202) 567-6675
Felix Barreras and Associates LLC	2125 14th Street NW #805	Washington	DC	20009	(202) 515-1034

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Cruise With Bob LLC	32317 Mulligan Way Baywood Greens	Long Neck	DE	19966	(302) 945-4620
Elaine and James Nolan	159 Orchard Grove Court	Camden	DE	19934	(302) 698-6468
Robert Haupt	63 Long Rifle Ct	Newark	DE	19702	(302) 737-2312
C and C Travel LLC	19266 Coastal Hwy Unit 4 Suite #64	Rehoboth Beach	DE	19971	(516) 331-2353
BNS Travel, LLC	33551 Herring View Drive	Lewes	DE	19958	(410) 465-6263
Sicamor LLC	36045 Country Lane	Frankford	DE	19945	(302) 678-3239
MAZ Getaways, LLC	34325 Spring Brook Ave	Lewes	DE	19958	(302) 643-2877
Sophia Sanchez	220 New York Ave	Claymont	DE	19703	(302) 507-2449
Roy Roger Reed Jr.	413 Cypress Way	Bear	DE	19701	(302) 595-2011
Away We Go, LLC	20399 Blueberry Drive	Lincoln	DE	19960	(302) 538-5888
Dianne Cunningham	114 Sedimentary Rock Rd	Dover	DE	19904	(917) 676-6674
Boat-n-Beach Travel, LLC	1239 Caitlin Way	New Castle	DE	19720	(302) 639-6699
Michael Castro & Maylyn Castro	4 Monastery Lane	Townsend	DE	19734	(302) 513-4771
Charlotta Valentine & Christopher Sean Valentine	1402 Alley Corner Road	Clayton	DE	19938	(302) 319-2919
Ainsworth Ventures LLC	800 N King Street Suite 304 1424	Wilmington	DE	19801	(302) 317-1686
Kristina Lauderdale & Danielle Monds	4330 Hillcrest Dr. #308	Hollywood	FL	33021	(954) 300-2503
Anita Wolmetz	250 Congress Park Dr. #371	Delray Beach	FL	33445	(561) 742-9600
Values Voyages and Ventures LLC	9640 Bergamo Street	Lake Worth	FL	33467	(410) 779-9230
World Class Destinations, LLC	340 NW 35th Court	Oakland Park	FL	33309	(954) 561-8829

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Kathleen Caldwell	7930 Longshadow Ct.	Jacksonville	FL	32244	(904) 278-1105
Robin & Thomas Matthews	7608 Lexington Club Blvd	Delray Beach	FL	33446	(561) 488-5656
Robert Ditmars Jr.	5123 Willow Links	Sarasota	FL	34235	(941) 650-7770
Ticket to Paradise Travel, Inc.	2160 58th Avenue #239	Vero Beach	FL	32966	(772) 564-2477
Richman O'Hare & Associates Inc	4124 8th Ct	Lantana	FL	33462	(954) 540-4038
Frank Castiglione & Associates, LLC	10715 Versailles Blvd	Wellington	FL	33449	(561) 333-7785
David Senita	8970 NW 148 Terr	Miami Lakes	FL	33018	(786) 235-5057
Perfect Travel Inc.	9349 SW 102nd Avenue Road	Ocala	FL	34481	(410) 357-0717
Simone and Luis Bellmas	6821 Hancock Rd	SW Ranches	FL	33330	(954) 931-2912
Sean Kennedy	12032 SW Knightsbridge Ln	Port St. Lucie	FL	34987	(772) 345-3298
Eric & Barbara Svenson	9521 Fountain Terrace	Lakeland	FL	33810	(863) 286-0742
Donna Richards	7360 36th Court	Vero Beach	FL	32967	(772) 569-1977
Gunnar Todal	6278 North Federal Highway #197	Fort Lauderdale	FL	33308	(484) 764-9010
Chris and Cheryl Schubert	1418 Mayesville Way	The Villages	FL	32162	(352) 350-7719
M & M Travel, LLC	2039 Tarpon Lake Way	West Palm Beach	FL	33411	(954) 829-0356
Judy Cabaniss	4460 Aberdeen Circle	Viera	FL	32955	(321) 504-0237
SEA JAY CRUISES, INC.	Festival Marketplace 2900 West Sample Rd, Booth 5305	Pompano Beach	FL	33073	(954) 227-7772
Breakaway, Inc.	16085 SW 101 Terrace	Miami	FL	33196	(305) 752-5500
Carol R Gamble	2244 WEKIVA VILLAGE LN	APOPKA	FL	32703	(912) 927-1929
Monica & Ronald Troxell	523 Coral Trace Blvd	Edgewater	FL	32132	(386) 410-4444

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Melden Cruises, LLC	8345 NW 66 St #4137	Miami	FL	33166	(305) 728-4613
Allen Kreisberg	4782 W. Commercial Blvd	Tamarac	FL	33319	(305) 790-9026
Vianello & Associates, Inc.	5801 SW 50 Terr	Miami	FL	33155	(305) 665-1517
Neil and Debra Lazinsky	11683 Caracas Blvd.	Boynton Beach	FL	33437	(631) 782-1537
Craig Trapper Martin & Michael Shane Smartt	7836 Holiday Isle Drive Unit 203	Belle Isle	FL	32812	(202) 330-1301
Thomas Delaney Jr and Nicole Delaney	11017 River Trent Court	Lehigh Acres	FL	33971	(239) 560-7980
Barbara B Rice	2072 Cortez Ave	Vero Beach	FL	32960	(772) 569-1821
Kathleen Carmer & Kay Carmer	1735 Berkshire Circle SW	Vero Beach	FL	32968	(720) 341-1885
John D. and Sharon B. Dews	2962 Longbrooke Way	Clearwater	FL	33760	(727) 798-3748
Camelot Adventures, Inc.	10776 Ravenna Way	Fort Myers	FL	33913	(609) 625-8100
SKA Enterprises LLC	1301 Baez Way	The Villages	FL	32162	(352) 751-1122
Joanne Garroway	7240 Huntington Lane #102	Delray Beach	FL	33446	(561) 951-0449
Tammie and Glen Vassou	12910 NE 75th Street	Bronson	FL	32621	(352) 486-8998
William W. Brewer	616 Hyacinth Circle	Barefoot Bay	FL	32976	(772) 233-9707
Sherri Skipper	15510 Laguna Hills Drive	Ft. Myers	FL	33908	(239) 454-0550
Book It With Janet, LLC	100 1st Ave North Suite 2603	St Petersburg	FL	33701	(727) 294-7320
Fine Art Vacations LLC	2719 Hollywood Blvd Ste 2	Hollywood	FL	33020	(754) 216-1513
Maratime Journeys, LLC	101 Marketside Avenue Ste 404-174	Ponte Vedra	FL	32081	(904) 280-1992
Judi and Andrew Gordan	10227 Grand Oak Circle	Madeira Beach	FL	33708	(727) 397-1900
Kristine L Kerns	3250 Westcott Ct	Palm Harbor	FL	34684	(727) 786-1838

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Irene and Paul Mocharski	15632 Panther Lake Drive	Winter Garden	FL	34787	(845) 638-3984
Pastor Enterprises, Inc.	1724 E. Ridgeline Path	Inverness	FL	34453	(352) 527-8473
Joan Orzech	1802 SW Monterrey Lane	Port St Lucie	FL	34953	(772) 340-1855
Candie Steinman	12030 Santaluz Dr #201	Ft. Myers	FL	33913	(239) 689-1629
David & Linda Foxlow	9005 68TH AVE E	Bradenton	FL	34202	(941) 727-9670
Beth and Jonathan Turman	14773 Cumberland Dr Ste 108D	Delray Beach	FL	33446	(561) 808-8821
Concierge Creations LLC	1019 Seneca Falls Dr	Orlando	FL	32828	(321) 418-7080
McKinney Brands LLC	3564 Avalon Park E Blvd Ste 1-203	Orlando	FL	32828	(407) 504-7677
Kismet Travel LLC	39506 Gloryland Dr	Dade City	FL	33525	(813) 409-3122
George and Anne Brengle	4325 Cape Haze Drive	Placida	FL	33946	(941) 210-0156
Janette Collazo	36721 Sandy Lane	Grand Island	FL	32735	(352) 434-8128
Five Star Meeting & Travel Planning	14022 Fiesta Circle	Jacksonville	FL	32225	(904) 930-4702
Deep Water Travel LLC	2920 Anniston Rd	North Port	FL	34288	(941) 421-4239
Tina D Steffey & Brett B Steffey	723 Foggy Morn Ln	Bradenton	FL	34212	(317) 698-6323
Cruise & Tour Services, Inc	540 S Banana River Dr. Unit 201	Merritt Island	FL	32952	(407) 258-8726
Tracy Rust	9764 Sun Seeker Drive	Venice	FL	34292	(970) 462-1366
BraKe001 LLC	3500 Bay Island Circle	Jacksonville Beach	FL	32250	(904) 208-2796
Peggy & Daniel Mellen Dream Vacations LLC	2320 Mossy Oak Drive	North Port	FL	34287	(410) 753-4990
Marty Christoffersen	10644 Gooseberry Ct.	Trinity	FL	34655	(727) 645-5814
Lawrence A. Maske	1350 Grebe Dr	Punta Gorda	FL	33950	(301) 775-8466
Break Time Travel, LLC	8011 West 18 Lane	Miami Lakes	FL	33014	(305) 431-8233

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Cruises It Inc	31644 Bronson Rd.	Sorrento	FL	32776	(407) 732-7065
Candice Bourne	19100 SW 57 Court	Southwest Ranches	FL	33332	(954) 609-5023
Jack Hankins & Janette Hankins	6226 Morning Drive	Port Orange	FL	32127	(843) 834-2567
BD Knox & Associates, LLC	1634 Morning Dove Loop North	Lakeland	FL	33809	(863) 815-0995
Raja Raman	10016 Exhibition Circle	Jacksonville	FL	32256	(904) 446-8093
Carrie Volpe	956 Nixon cir ne	Palm Bay	FL	32907	(321) 574-0292
Cruise Vacations Unlimited, LLC	100 Misty Pines Circle #201A	Naples	FL	34105	(203) 647-3107
Bryan Villella, Sr. & Bryan Villella, Jr.	4302 Winderlakes Drive	Orlando	FL	32835	(407) 250-5635
Darlene & Steven Smarra	205 Taft Dr	Davenport	FL	33837	(561) 935-4001
C & BG Vacation Holdings LLC	400 4th Ave S #102	St Petersburg	FL	33701	(727) 741-1438
Karen Facey-Marshall	5844 NW Windy Pines Lane	Port Saint Lucie	FL	34986	(917) 579-9287
Marcelo & Milena Batista	3921 Crystal Lake Dr #114	Deerfield Beach	FL	33064	(954) 588-7853
Alfredo Silva and Roger Silva	800 North Miami Ave E-1007	Miami	FL	33136	(786) 467-0623
Dominguez & Dominguez, LLC	95131 Snapdragon Drive	Fernandina Beach	FL	32034	(904) 366-6645
Planet Earth Travel LLC	6919 Treymore Court	Sarasota	FL	34243	(941) 312-6976
JORATE CORP	2740 SW Martin Downs Blvd #302	Palm City	FL	34990	(772) 237-3496
Cruises & Tours Worldwide, LLC	13050 SW Brook View Terrace	Port St. Lucie	FL	34987	(732) 222-2111
Rhonda and Gerald A Day	537 Raven Way	Naples	FL	34110	(502) 690-3333
Sharon M Davis	8711A SW 91st Street	Ocala	FL	34481	(352) 509-4832
Ginger Shaffer	2523 NW 13th Steet	Cape Coral	FL	33993	(239) 283-7020
Encore Creations Inc	5132 Oak Island Rd	Orlando	FL	32809	(407) 392-2156

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Jacqueline Loilage	3956 Town Center Blvd	Orlando	FL	32837	(407) 847-0062
Dream Travel by Carol and Ed, LLC	3122 Audobon Pl	Kissimmee	FL	34743	(407) 749-6801
Jay Boles & Linda Newcomb	2819 Old Carriage Lane	Fort Walton Beach	FL	32547	(850) 244-0267
Hathaway & Associates, LLC	7418 Grand Navarre Blvd	Navarre	FL	32566	(805) 978-5870
Winston Laltoo	6720 Paul Revere Court	Orlando	FL	32809	(407)-579-8190
Rosendo V & Georgia Bryden	2258 COLVILLE CHASE DR	RUSKIN	FL	33570	(770) 822-1771
Craig D. Button	73 Uhl Path	Palm Coast	FL	32164	(787) 435-9017
Elizabeth Giannelli & Melody Natiello	499 Severs Landing	Palm Harbor	FL	34683	(727) 953-8329
As You Wish Vacations INC	7010 NW 39th Ct	Coral Springs	FL	33065	(954) 309-0255
JB Travel Pros LLC	14806 Fishhawk Preserve Drive	Lithia	FL	33547	(813) 667-7000
HP Travel Go, LLC	32148 Goddard Drive	Wesley Chapel	FL	33543	(813) 785-4585
Uberworld Travel, LLC	2725 Park Drive Suite 2	Clearwater	FL	33763	(727) 281-8103
Sharon Cofer Travel LLC	15024 Spanish Point Dr.	Port Charlotte	FL	33981	(904) 436-3799
AVALDES CONSULTING INC	10260 SW 59 St	Cooper City	FL	33328	(954) 715-7300
Teri and Thomas Fairley	1038 Buttercup Glen	Bradenton	FL	34212	(941) 226-2994
Book With Michael, LLC	319 SW 120th Ave	Pembroke Pines	FL	33025	(954) 907-5451
JDVacations, LLC	809 Marjories Way	St. Augustine	FL	32092	(561) 634-0404
Cruise and Travel Pro, Inc	2813 Sleeping Dragon Lane	Kissimmee	FL	34747	(407) 902-2232
Hip Trip Advisors, LLC	2243 Wiley Street	Hollywood	FL	33020	(954) 436-8660
Josephine Carr & Alan P. Carr	7415 61st St E	Palmetto	FL	34221	941-981-5448
Marie E. Hagarty & Daniel B. Hagarty	4937 SW 94th Terrace	Cooper City	FL	33328	954-302-1968

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Georgia McFarlin & Fred McFarlin	800 Treviso Grand Circle #206	North Venice	FL	34275	(941) 218-6399
Madeline B and Lee N Hartsfield	7524 Bradfordville Rd.	Tallahassee	FL	32309	(850) 273-7111
Total Vacation Planners LLC	682 Vergini Drive	Ocoee	FL	34761	407-670-7757
Calista Travel, LLC	1113 East Dandridge Lane	St Johns	FL	32259	615-973-3390
M and D Travel, LLC	25864 Aysen Dr	Punta Gorda	FL	33983	941-200-1229
Gillian Sealy & Krishna Sealy	7819 Seafield Lane	Wesley Chapel	FL	33545	(813) 575-8770
Roberts Travel Group, LLC	4643 Ramsell Rd.	The Villages	FL	32163	(727) 422-8027
The Glamour Travel and Associates LLC	8754 NW 146 Lane	Miami Lakes	FL	33018	305.764.2558
Timely Adventures and Travel, LLC	14520 NW 78th Ave	Trenton	FL	32693	727-365-7268
Just Imagine Voyages + Events, LLC	1015 E 25th Ave.	TAMPA	FL	33605	(813) 857-6904
Laurie and Greg Shuss and Associates, LLC	28499 Burano Drive	Bonita Springs	FL	34135	239-603-6040
T. L. Hunt Ventures, LLC	106 Wellington Drive	Palm Coast	FL	32164	(904) 479-6867
D + S Travel Group, LLC	4604 Ayrton Terrace	Palm Harbor	FL	34685	(727) 953-8067
Mr. Traveler, LLC	7862 W Irlo Bronson Memorial Hwy Suite 527	Kissimmee	FL	34747	(321) 401-4101
David Matthew Jobe	3527 McCormick Woods	Ocoee	FL	34761	(865) 235-8118
Zita Keeley Travels LLC	222 NE 12th Street	Delray Beach	FL	33444	561-372-2531
Reliable Travel Services, LLC	22005 Seashore Cir	Esteros	FL	33928	(239) 687-4300
Robyn States	3624 Aberdeen Dr	Sarasota	FL	34240	941-780-2370
BW Travel Agency, LLC	2218 South Chickasaw trail	Orlando	FL	32825	(407) 401-9199
7 Cees Travel, LLC	527 Outlook Drive	Nocatee	FL	32081	904-257-3788
Carlson Early Travel Group, LLC	319 Balfour Drive	Winter Springs	FL	32708	(407) 901-4179

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Dave and Wendy Travel LLC	10928 118th Street	Seminole	FL	33778	(727) 648-4059
Veronica Persaud	5951 Wellesley Park Dr, Suite #504	Boca Raton	FL	33433	(561) 740-8151
We Cruise Too Group, LLC	11310 S Orange Blossom Trail #181	Orlando	FL	32837	(407) 858-9668
Richard B. Weinstein	6574 N State Road 7 Suite 303	Coconut Creek	FL	33073	(954) 574-9991
Michele Shannon	1460 Gulf Blvd #504	Clearwater	FL	33767	(727) 517-8180
Norman Wray	18459 Pines Blvd. #205	Pembroke Pines	FL	33029	954-451-6139
Live, Love Travel the World, Inc.	100 SE Nightingale Street	Keystone Heights	FL	32656	(352) 478-8092
Happy Feet Travel and Tours LLC	3564 N Sylvan Lane	Melbourne	FL	32935	(321) 872-5531
Bartimus Travel Group, Inc.	124 Canyon Trail	St. Augustine	FL	32086	(904) 392-1703
Connie Salton & Peter Salton	572 Toledo Rd	North Port	FL	34287	(317) 225-0296
GT Travel Agency LLC	8514 NW 50 Drive	Coral Springs	FL	33067	(954) 551-8302
Lillian & Angelo Lopez	1488 Noell Blvd	Palm Harbor	FL	34683	(727) 789-9090
Hoyt Vacation and Travel Services LLC	17629 Cantarina CV	Lakewood Ranch	FL	34211	(774) 345-3699
JDH Getaways LLC	96333 Grande Oaks Ln	Fernandina Beach	FL	32034	(904) 844-2185
Let's Go Vacations, LLC	415 Bridget Street	New Smyrna Beach	FL	32168	(386) 663-4491
Abora Travel, LLC	4532 W Kennedy Blvd # 442	Tampa	FL	33609	(813) 563-2404
2B1 Travel, LLC	2037 Heartland Cir	Valrico	FL	33594	(813) 853-0300
Dreaming Destinations, LLC	12280 NW 7 Trail	Miami	FL	33182	(786) 347-1777
Bree Glass George & Kyle George	5104 Sierra Falls Ct	Wimauma	FL	33598	(301) 693-5610
Robin S. Davis	1801 S. Kanner Hwy	Stuart	FL	34994	(772) 600-1069
Sonya Rae Yassi	4735 Stephanie Ln SW	Vero Beach	FL	32968	(772) 774-7922

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Your Travel Fix, LLC	3694 SE Fairway E	Stuart	FL	34997	(772) 214-9985
G. Spearin, E. Tucker, K. DiPiero & G. Froehlich	2616 Brompton Ct	Orlando	FL	32833	(904) 290-5711
Michelle Wortmann	3862 Cedar Hammock Trl	St. Cloud	FL	34772	(228) 342-5278
Nicole's Getaways Inc	14620 96th Lane N	West Palm Beach	FL	33412	(561) 408-6400
Journeys By Jack, LLC	13903 Bee Tree Court	Hudson	FL	34669	(727) 287-4141
Alan Sperling & Cindy Sperling	2267 NW 30th Road	Boca Raton	FL	33431	(561) 702-0202
Morton Imagine Company	819 Spring Lake Rd	Altamonte Springs	FL	32701	(321) 316-3350
Lisa Haynes & Tim. L Haynes	12441 Horseshoe Bend Dr	Lithia	FL	33547	(804) 239-3604
Ferguson Global Travel, LLC	532 Hampton Rd	West Palm Beach	FL	33405	(561) 833-4593
Dianne Patterson & Mark Patterson	3852 Perkins Lane	Saint James City	FL	33956	(239) 224-8551
Traci Henry	3460 Kings Rd South	Saint Augustine	FL	32086	(904) 295-4030
Jennifer Wolfe Hartwig	3420 Wall Road	Green Grove Springs	FL	32043	(904) 219-2770
David Alwardt	2420 Big Cypress Blvd	Lakeland	FL	33810	(863) 583-4022
Jose Garcia & Firlenys Feliz	1901 West Flagler Street unit 14	Miami	FL	33135	(786) 535-0530
Arlene Robinson-Brown	2258 Ridgewood Court	Royal Palm Beach	FL	33411	(561) 712-8461
Michele Palardy	6 Slipper Flower Path East	Palm Coast	FL	32164	(407) 760-2689
Kathy Sizemore & Richard Mercado	725 Harbour Post Drive Apt 2408	Tampa	FL	33602	(727) 470-8827
Krystle George & Clifton A. George	8967 Eureka St.	Milton	FL	32583	(850) 781-5519
Graciela Guerendian	9411 SW 4 Street Apt 203	Miami	FL	33174	786-360-2688
MY FIVE STAR TRAVEL LLC	1110 Riflecrest Avenue	Valrico	FL	33594	(813) 324-8236

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Jane A. Dandrea	6265 Contessa Drive Apt 309	Orlando	FL	32829	(407) 625-0783
Novak Adventures, LLC	20570 Granlago Drive	Venice	FL	34293	(443) 895-3744
Jon McLaughlin, LLC	2678 Alva Street	North Port	FL	34291	(815) 977-2188
Laura Denice Whiteaker	8157 SW 108th Loop	Ocala	FL	34481	(352) 560-0111
David Gonzalez	632 NW 22 Street	Wilton Manors	FL	33311	(954) 261-4994
Tierra Trips LLC	5379 Lyons Rd #1949	Coconut Creek	FL	33073	(845) 310-2566
Joseph Allen Jamoom & Pamela May Jamoom	3381 Buckingham Way	St. Cloud	FL	34772	(407) 892-5505
WTGN LLC	6910 NW 29th Ct	Margate	FL	33063	(404) 500-6362
Brenda Gail Murphy & George Earnest Murphy	5302 SE 188th Court	Ocklawaha	FL	32179	(239) 221-6190
Trident True Travel LLC	6641 Carlinga Dr	Pensacola	FL	32507	(850) 898-8584
Banga Travel Planners, LLC	3008 Herring Road	Jacksonville	FL	32216	(904) 274-0353
Marcela L. Garza	400 Island Way	Clearwater	FL	33767	(727) 479-8854
Destination Bucket List, LLC	550 Mary Esther Cutoff #18122	Ft. Walton Beach	FL	32548	(850) 543-2409
Maria Teresa Csapek Cerruto & Xavier Cerruto	13800 NW 20th Street	Pembroke Pines	FL	33028	(954) 762-1900
GiaMore Holdings, LLC	4623 NW 53rd Ave Ste 6A	Gainesville	FL	32653	(352) 654-1867
Juliet Paulet & Osvaldo Paulet	8976 NW 169th Street	Miami Lakes	FL	33018	(305) 281-5495
Koryn & Michael Lightner & Alexis Williams	521 North Larry Circle	Brandon	FL	33511	(813) 240-3033
Glo Mackey	300 Suwannee Road	Winter Haven	FL	33884	(863) 651-1967
Geraldo Figueroa & Yvonne Figueroa	1378 E Normandy Blvd	Deltona	FL	32725	(386) 259-9399
Fran and Larry Evans Travel Experts LLC	2400 Grandiflora Blvd E308	Panama City	FL	32408	(209) 753-8826
Lourdes M. Rivera Lorenzo & Lourdes N. Ruiz Rivera	2207 Wyndham Way	Kissimmee	FL	34743	(407) 686-6886

Name	Street	City	State	Zip	Phone
Jason Kruse	5449 Bowman Drive	Winter Garden	FL	34787	(407) 900-8003
The Travel Shop Corp.	2124 Avenue C SW	Winter Haven	FL	33880	(863) 875-8352
Jessica Mazza & Melissa Yenesel Gonzalez	1460 SE 15th Terrace	Cape Coral	FL	33990	(239) 209-4505
Webb Travel Advisors, Inc.	115 Costa Loop	Auburndale	FL	33823	(918) 397-5450
Solymar Travel, LLC	10927 Whitecap Dr	Riverview	FL	33579	(813) 553-4494
Abigail Riggs	11805 Prickly Pear Way	Seffner	FL	33584	(813) 460-7691
Robert G. Kelley & Stefanie Kelley	2121 Collier Avenue	Ft Myers	FL	33901	(239) 963-4600
Elizabeth A. Johnston & Charles R. Johnston	2410 NW Cove Vw	Jensen Beach	FL	34994	(561) 725-0309
JBen Consulting LLC	1030 NW 161 Ave	Pembroke Pines	FL	33028	(954) 251-7963
Karen Diane Grissom & Timothy Glenn Grissom	3174 Dark Sky Dr	Harmony	FL	34773	(669) 244-2628
Ellen Foster	13120 SW Aureolian Lane	Port St. Lucie	FL	34987	(561) 262-2800
Life of Riley Travel LLC	7813 NW 124 Terrace	Parkland	FL	33076	(954) 226-9937
Get Your Vacation Fix, LLC	5841 N Rosewood Dr	Beverly Hills	FL	34465	(352) 513-3369
Patricia Werre	27025 Shell Ridge Circle	Bonita Springs	FL	34134	(239) 379-8254
Leslie Torres & Kaitlyn Grafton	6743 Dickinson Terrace	Port St Lucie	FL	34952	(772) 360-1714
Rena Funt	233 Dorset F	Boca Raton	FL	33434	(973) 715-0376
Craig E. Sherman & Linda M. Sherman	6750 US 27 N, Unit M6	Sebring	FL	33870	(863) 216-8666
Angelia Michalak & Annessa Michalak	1510 Saint Marks Pond H Street	St. Augustine	FL	32095	(904) 945-4263
Alexander T. Rose	7161 SE Quincy Terrace	Hobe Sound	FL	33455	(561) 427-7277
Monica Nichols	150 Seminole Lakes Drive	Royal Palm Beach	FL	33411	(561) 899-7321
THE QUEST QUEENS LLC	8289 NW 124th Terrace	Parkland	FL	33076	(954) 820-6665

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Peg's Travel, LLC	12849 Boggy Pointe	Orlando	FL	32824	(689) 220-8882
Turf N Surf Travel LLC	3208 Countryside Street	Brandon	FL	33511	(813) 545-5628
Tatiana Vizzotto-Pryor	2605 Reagan Trail	Lake Mary	FL	32746	(321) 304-7564
Mary Walsh	7377 Royal Oak Drive	Spring Hill	FL	34607	(727) 642-1270
Renee Darkey	9063 Astonia Way	Estero	FL	33967	(717) 371-4020
Polly Wanna Travel, LLC	1497 Main St. Box 228	Dunedin	FL	34698	(813) 751-3000
Tammy Bell & Michael Joseph Bryant	3036 Celadas Ct.	Fort Myers	FL	33905	(239) 388-3595
Elizabeth Gordon & David Gordon	4718 N.W 48th Ter	Tamarac	FL	33319	(954) 816-8641
JacksonzMom Travel Services Plus, LLC	8553 Bayview Crossing Dr	Winter Garden	FL	34787	(407) 480-6908
Nadine Barreau & Jean Barreau	8540 NW 54 Street	Lauderhill	FL	33351	(954) 729-0152
Mariusz Horbal	124 Loblolly Ct Apt. B	Oldsmar	FL	34677	(727) 743-3363
Ladley Vacations, LLC	12301 Mandarin Meadows Dr E	Jacksonville	FL	32223	(904) 469-3574
Nicole Christine Smith & Daniel Smith	732 Irish Tartan Way	Saint John's	FL	32259	(904) 792-4297
Andrea Baginski & Juan Mejia	11423 Battersea Place	Fort Myers	FL	33913	(239) 600-7199
Marc Milstein	56 Golf Club Dr.	Key West	FL	33040	(305) 396-7144
Elba Yolanda Martinez	167 Ancona Ave	Debary	FL	32713	(407) 635-8686
Linda Marie Heiler	1760 Indria Lane	Malabar	FL	32950	(321) 704-9623
D&D Product Solutions, LLC	21314 Summertrace Circle	Boca Raton	FL	33428	(561) 879-4300
Stephen & Rebecca Tackett	5668 Fishhawk Crossing Blvd Suite 179	Lithia	FL	33547	(813) 461-3333
James Lherisson & Sara White	2291 Rio Grande Canyon Loop	Kissimmee	FL	34759	(407) 460-6618

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F&M McIntosh LLC	1632 Lindzlu Street	Winter Garden	FL	34787	(407) 766-8419
Betsy Michele Zipper	1515 Golden Lake Loop	St Augustine	FL	32084	(904) 477-8066
Easy Travel Destinations, LLC	5608 FL-674 #1173	Wimauma	FL	33598	(813) 773-7476
Paradise Trips LLC	1955 nw 184th way	Pembroke Pines	FL	33029	(754) 581-7974
Nilesh Patel & Jay Patel	300 Upsala Road	Sanford	FL	32771	(203) 253-9209
Jamie M. Williamson & Carlton Williamson	2316 SW Naomi Avenue	Port Saint Lucie	FL	34953	(772) 867-0567
Leah Rubiano	2819 Sheila Dr	Apopka	FL	32712	(407) 374-9389
Smilena Schwadron & Daniel Schwadron	8175 Lyside Drive	Viera	FL	32940	(321) 388-0386
Caroline Osorio & Sammi Edri	19987 Villa Lante Place	Boca Raton	FL	33434	(561) 931-2660
Pamela Winterstein	1518 Tidewater Ct	Fleming Island	FL	32003	904-688-0410
Jennifer L. Abbott and David W. Abbott Jr.	3484 Littleleaf Court	Spring Hill	FL	34609	(352) 238-8593
Mildred Diaz	642 Alpine Street	Altamonte Spings	FL	32701	(407) 375-7905
John Edward Trotta & Pascale Trotta	3612 Waterside Drive	Orange Park	FL	32073	(904) 638-4488
Hyacinth Price	6880 Cedar Ave	Cocoa	FL	32927	(321) 863-6121
Marina Mandrikova & Adam Halbleib	4508 16th Ave S	St Petersburg	FL	33711	(813) 893-0583
Alison Orth	2215 Wild Tamarind Blvd	Orlando	FL	32828	(407) 618-3355
Cindy Michelle Weldon & Hanna Elise Weldon	2 Golf Cottage Drive	Naples	FL	34105	(239) 308-9929
Frajon Steward, LLC	2250 McGregor Blvd Apt 2138	Fort Myers	FL	33901	(631) 440-1200
Inspiration Investment Holdings, LLC	300 SW 18th Terrace #300	Miami Beach	FL	33129	(786) 682-8889
Raymond Paul Girard	5347 Deer Creek Drive	Orlando	FL	32821	(407) 415-4306
Kristin Johanson	9385 Jamaica Drive	Cutler Bay	FL	33189	(786) 250-5481
Nicholas Harvey & Daniel Barnhart	5755 Cypress Hill Rd	Winter Garden	FL	34787	(407) 725-6332

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Michael Joseph Dillon	10436 Calle De Flores Drive	Clermont	FL	34711	(985) 788-1444
Bella Escapes LLC	3271 Banyon Hollow Loop	North Fort Myers	FL	33903	(239) 344-9966
Kristopher Jason Lagassee & Sherry Ann Ramlakhan	2000 cheney hwy Suite 103 #240	Titusville	FL	32780	(352) 217-5164
Shahriar Vojdani	96100 High Pointe Dr.	Fernandina Beach	FL	32034	(904) 719-2847
Valente Adventures, LLC	1836 Sandhill Crane Dr	Fort Pierce	FL	34982	(772) 333-1136
James Christiansen & Rachelle Gucwa	5511 Ferrari Ave	Ave Maria	FL	34142	(954) 632-0008
Dedra Fowler & Brandon R. Hicks	16368 SE 87th Court	Summerfield	FL	34491	(352) 470-0505
Meant 2 Travel, LLC	1145 Park Green Place	Winter Park	FL	32789	(407) 335-4605
John Wilaby & Janet Wilaby	801 Carey Drive	South Daytona	FL	32119	(386) 301-0794
Amnerys A. Maldonado-Rivera & Benjamin Rivera Jr.	5944 Coral Ridge Dr. #179	Coral Springs	FL	33076	(754) 247-3529
NAITYUR TRAVELS, LLC	3340 Wasatch Range Loop	Pensacola	FL	32526	(850) 332-5222
Alysha A. Klein & Shirley A. Klein	6085 NW 56th Circle	Coral Springs	FL	33067	(954) 355-0090
Living Life Vacations, LLC	15757 Pines Blvd Suite 273	Pembroke Pines	FL	33027	(954) 405-3651
L&L Discovery LLC	888 Brickell Key Drive Suite 2809	Miami	FL	33131	(305) 846-8239
JK Travel LLC	100 S Eola Drive Apt 1701	Orlando	FL	32801	(689) 267-8883
Akia U. McDaniel & Tracy B Morris	6626 Diane Road	Jacksonville	FL	32277	(904) 414-6653
Alfredo Arias	3000 Coral Way Apt 414	Miami	FL	33145	(305) 898-5709
Nakita Cusich	1719 Chapel Tree. #A	Brandon	FL	33511	(813) 442-1468
Sharon Marie Browning	491 Carolyn Drive	Oviedo	FL	32765	(321) 391-9953

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Ildemel Abando & Mandie Abando	12503 Arrowleaf Lane	Jacksonville	FL	32225	(904) 859-7006
Aina Calimano	7272 Estero Dr.	Lake Worth	FL	33463	(561) 221-0500
Carole Anglade	9631 West Fern Lane	Miramar	FL	33025	(954) 674-2055
Top Shelf Travels LLC	33164 Kateland Dr	WESLEY CHAPEL	FL	33545	(813) 409-4695
Carlos Gomez	1361 98th Street	Bay Harbor Islands	FL	33154	(786) 665-6620
Cindy West	6779 Paul Mar Drive	Lake Worth	FL	33462	(561) 312-2823
Jill Anderson & Patricia Mann	2637 E. Atlantic Blvd. #215	Pompano Beach	FL	33062	(954) 686-8225
Sally Estes Johnson & Robert Edward Johnson	2724 N Halifax Ave	Daytona Beach	FL	32118	(386) 872-7078
Gina Lacey & Daniel Lacey	1169 Celadon Street	Oakland	FL	34787	(321) 219-9080
Julie Schwarz LaVergne	2038 NW 3rd Ter	Cape Coral	FL	33993	(941) 800-2537
Nelly R. Emerson	6479 Lakeshore Drive	Milton	FL	32570	(850) 220-8627
Pamela Richmond Brown & Henry Brown	3850 Mt. Vernon Way	Kissimmee	FL	34741	(689) 272-4902
Sofia Garza z	7700 Alister Mackenzie Dr	Sarasota	FL	34240	(954) 848-4705
Brian Byrd & Janifer Byrd	16154 Kayla Cove Ct	Jacksonville	FL	32218	(904) 415-8973
Navigating Nibbelink Travel, LLC	18404 Dayspring Pl	Venice	FL	34293	(941) 280-9687
Ryan Liss	10789 NW 12th Drive	Plantation	FL	33322	(954) 604-3787
Sue Townsend & Jinger Snapp	9825 Marina Blvd	Boca Raton	FL	33428	(561) 703-7594
Shawnda Cheri Musselman	3423 Palometa Drive	Hernando Beach	FL	34607	(352) 663-2990
Melissa Dardiz & Jose Dardiz	9000 Forest Oaks Blvd	Spring Hill	FL	34606	(352) 397-1103
VIAVISTA, INC.	411 Walnut St. #13882	Green Cove Springs	FL	32043	(941) 720-6646
Coral Reef Travels, LLC	623 Margaritaville Avenue	Daytona Beach	FL	32124	(305) 902-6954

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James Boehm & Christina Bentley Boehm	11704 Newberry Grove Loop	Riverview	FL	33579	(813) 252-2427
Toucan Travel Adventures LLC	12406 Toucan Dr	Jacksonville	FL	32223	(904) 514-1612
Gregory Dunbar & Chaundra Miller	545 S Keller Rd Unit 1406	Orlando	FL	32810	(321) 332-7913
Book It 4 Me Travel LLC	505 Beachland Blvd Ste 1 #317	Vero Beach	FL	32963	(772) 766-2226
Wendy-Ann Maillard	4701 Old Canoe Creek Road #701313	St. Cloud	FL	34769	(407) 376-8995
Susan Renee Browning & Myron Andrew Nieszczur	2528 NE 1st PL	Cape Coral	FL	33909	(239) 220-6881
Stacy Valentine, LLC	6458 Emerald Dunes Drive	West Palm Beach	FL	33411	(305) 907-3123
Joel Barrett	2113 Brighton Bay Trail West	Jacksonville	FL	32246	(954) 804-8483
Ada Rebeca Saez	504 Doheny Way	Casselberry	FL	32707	(407) 875-0318
Haber De Venti LLC	1401 NE 10th Street	Pompano Beach	FL	33060	(305) 425-1399
NM Investing Inc.	17564 Winding Wood Lane	Babcock Ranch	FL	33982	305-753-9288
Lydia M. Bowman & Grace Bowman	15469 61st Road	Wellborn	FL	32094	(386) 963-7854
Chandler Stambaugh & David Mulder	300 Winona Ct	Auburndale	FL	33823	(863) 585-0235
Melissa Atteberry & Timothy Lin Atteberry	14 Longview Ln	Palm Coast	FL	32137	(386) 387-7145
B&R Consulting Services, INC.	600 Sky Top Drive	Ocoee	FL	34761	(321) 213-9711
Jeffrey Morel & Bethany Morel	2828 Hilltop Rd	Clermont	FL	34711	(352) 717-6265
Wilda Godinez Corp.	1531 NW 92 Avenue	Pembroke Pines	FL	33024	(954) 408-5224
Expertrip LLC	2493 Deer Creek Boulevard	St. Cloud	FL	34772	(407) 593-0587
Cammy Brotherton & Gavin Brotherton	6 Walnut Run Ct	Ocala	FL	34480	(352) 844-6371

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Georgina Fernandez & Luis Fernandez	13750 W. Colonial Drive, Suite 350 #227	Winter Garden	FL	34787	(954) 674-1070
Wanda D. Curington	6160 SW Hwy 200 Suite 110-10	Ocala	FL	34476	(352) 421-5242
You Dream We Plan LLC	231 East Grant St.	Orlando	FL	32806	(407) 913-4997
Cruise Island Travel LLC	1420 Celebration Blvd # 200	Celebration	FL	34747	(407) 449-5176
Debra A Scrimshire	7763 SW 80th Place Road	Ocala	FL	34476	(352) 433-4700
Lisette Rodriguez	8700 Black Creek Blvd	Orlando	FL	32829	(407) 883-1548
Nadiuska Rios	7276 W. Atlantic Blvd 269	Margate	FL	33063	(954) 859-1979
Megan Tafolla	2391 Pinto Circle	Cantonment	FL	32533	(850) 723-7037
Rita Wilson	2063 Oakhurst Way	Riviera Beach	FL	33404	(561) 429-6366
Adriana da Silva	300 N Timbercove	Longwood	FL	32779	(407) 432-0673
Carmen O'Reilly	900 Saint Charles Place Unit 217	Pembroke Pines	FL	33026	(954) 241-1035
Mark WM Wolfe	415 Honeycomb Way	Saint Johns	FL	32259	(904) 907-9524
Alice Cain Moore and Myrtho Lamothe	5720 Briarwood Way	Davie	FL	33331	(754) 701-0282
Gail Can Book Travel, LLC	103 Philippe Ct	Debary	FL	32713	(407) 627-0145
Elizabeth A. Boyd & Victoriana D. Boyd	5957 Wentworth Cir S	Jacksonville	FL	32277	(904) 647-9996
Jennifer Beaty & Richard T Beaty	610 Sea Oats Drive	Destin	FL	32541	(850) 859-4099
JD&H Travels LLC	5415 Lake Howell Road Suite 298	Winter Park	FL	32792	(321) 972-1344
R & R Elite Travel, LLC	335 SW 121 Avenue	Pembroke Pines	FL	33025	(954) 934-9689
Territory Holdings, LLC	4134 Cobalt Circle	Panama City Beach	FL	32408	(850) 775-5705

Name	Street	City	State	Zip	Phone
CES Travel Services, LLC	3130 Maple Run	Kissimmee	FL	34744	(407) 286-3339
Cindy Simpson & Devon Simpson	11017 Leland Groves Dr	Riverview	FL	33579	(813) 807-0082
Lawrence Juliano & Steven Statler	2882 Gulf to Bay Blvd. #330	Clearwater	FL	33759	(727) 470-3582
Dawn M. Batties	4005 Palm Tree Blvd	Cape Coral	FL	33904	(239) 672-0953
Tracy Pagano	19266 SW 5th St	Pembroke Pines	FL	33029	(954) 769-0324
To The Stars and Back LLC	20 N Arcturas Ave	Clearwater	FL	33765	(727) 616-7682
LC Travel, LLC	18459 Pines Blvd #199	Pembroke Pines	FL	33029	786-614-9046
Storey Travel LLC	85074 Jessie Lane	Yulee	FL	32097	(904) 530-0527
South Florida Business Connections, Inc.	10561 Royal Caribbean Circle	Boynton Beach	FL	33437	(561) 674-4300
Book Another Trip, LLC	520 NE 11th Ave	Fort Lauderdale	FL	33301	(954) 278-3416
Anna Ajwani & John Ajwani	418 Sarah Nicole Way	New Smyrna Beach	FL	32168	(689) 303-9999
John Scholtz	423 Knotwood Lane	Naples	FL	34112	(239) 571-3555
Jill L. Ugo	301 Harbour Place Drive	Tampa	FL	33602	(813) 706-3621
Misty D. Roberts & Chad G. Roberts	8004 NW 116th Terrace	Parkland	FL	33076	(502) 292-8090
Robert Lachonna	15122 Zenith Ave	Mascotte	FL	34753	(561) 358-6955
Magalie Billy-Fisher	3110 Salinas Way	Miramar	FL	33025	(786) 438-7885
Nathalia Hodge & Sandra Llusa Rodrigues	2511 arbor Dr	Fort Lauderdale	FL	33312	(954) 257-7179
Franci Adams & Andrea Barhite	8489 NW 15th Court	Coral Springs	FL	33071	(954) 369-2860
Daniel Mangano	4764 Sierra Lane	Coconut Creek	FL	33073	(305) 922-4425
Arden James & Associates, LLC	18 Poinciana Cove Rd	Saint Augustine	FL	32084	(904) 907-0565
Modish Travel, LLC	201 Honore Ave	Sarasota	FL	34232	(941) 263-7900
Boden Ace Management Corp	10409 Harvestime Pl	Riverview	FL	33569	(813) 797-0401

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Conric Travel LLC	16205 Hoylake Drive	Odessa	FL	33556	(813) 480-3341
Ferrer Travel LLC	6343 Osprey Lake Cir	Riverview	FL	33578	(813) 425-1613
Crinkled Maps Travel, LLC	8560 Gulf Blvd.	St Pete Beach	FL	33706	(727) 202-7614
Wilnick Florvil & Yasmine Florvil	837 NE 206 St	Miami	FL	33179	(305) 653-2809
Linda Socko	11481 SW 53rd Ave	Ocala	FL	34476	(352) 854-8292
Allen O Picklesimer & Beverly L Baldrige	11770 Tapestry Lane	Venice	FL	34293	(606) 571-7862
Hristov Group Inc.	600 NE 36th Street Apt 522	Miami	FL	33137	(305) 735-1095
Orlando Olveira	7340 S Waterway Dr	Miami	FL	33155	(786) 287-1218
Dionne L Kucel	11748 Albatross Lane	Riverview	FL	33569	(813) 313-9667
OMG Travel LLC	22 W Evans St	Orlando	FL	32804	(602) 975-8964
KICKASS TRAVEL LLC	2519 SW 27th Ave	Cape Coral	FL	33914	(385) 219-7267
SandCastles and Seashells, LLC	90 S Heathwood Dr	Marco Island	FL	34145	(786) 302-5604
Brenda Spencer and Barry T D Spencer	2718 Auld Scot Blvd	Ocoee	FL	34761	(407) 292-2524
Edie Brazzel	20225 NW 7th Avenue	Miami Gardens	FL	33169	(786) 315-3578
Beth Ann Melberg	670 Breakers Street	Inlet Beach	FL	32461	(404) 664-1290
Snell Travel LLC	14834 Pinnacle Pl	Naples	FL	34119	(239) 560-8596
SAPY Holdings LLC	601 NE 36th St. #2807	Miami	FL	33137	(305) 686-3923
Salty Getaways LLC	17756 Corkwood Bend Trail	Babcock Ranch	FL	33982	(941) 268-9666
Jason Katsoulis	325 NE 34th St	Oakland Park	FL	33334	(954) 271-4433
K Stopford and Associates LLC	4025 Savage Station Circle	New Port Richey	FL	34653	(727) 835-8417
Samuel Steiner	10480 SW 140th Road	Miami	FL	33176	(305) 256-6619

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Angela Howell	10361 Sandy Marsh Lane	Orlando	FL	32832	(407) 505-8105
Nicole Azzaro	13635 Brandi Dawn Drive	Lakeland	FL	33809	(813) 928-9326
Gloria Coleen Renz	4325 NW Oakbrook Circle	Jensen Beach	FL	34957	(772) 497-4050
CHAPPLE CONSULTING, LLC	3391 Current Avenue	Winter Garden	FL	34787	(321) 977-3900
M. Lee Goldey	120 Cone Road	Merritt Island	FL	32952	(904) 460-1213
Huriyyah T. Lindsay Davie	11191 Liberto Rd	Weeki Wachee	FL	34614	(352) 773-0336
Arlena Rodriguez	5382 SW 154th Pl	Miami	FL	33185	(305) 764-1089
Samir Patel & Poojaben Patel	25043 NW 8th Rd	Newberry	FL	32669	(352) 848-8185
Eleisua Goss & Raymond Goss	2111 Country Club Drive	Lynn Haven	FL	32444	(850) 630-9882
Valiant Voyages LLC	2201 Ring Road	Spring Hill	FL	34609	(352) 537-1054
Global Vacations With Grace, LLC	6242 SW 27 Street	Miramar	FL	33023	(954) 859-6639
Dominguez Travel LLC	1146 Cabot Cliffs Drive	Daytona Beach	FL	32124	(386) 516-3174
Scott Howie	10121 Caoba Street	Palm Beach Gardens	FL	33410	(561) 508-4645
Valerie Harris	4780 Ashford Dunwoody Rd., Ste. A483	Atlanta	GA	30338	(770) 783-5273
Get Lost At Sea LLC	42 Belmont Court	Monroe	GA	30655	(470) 735-3778
Mary Ann Thomas	P.O. Box 826	Locust Grove	GA	30248	(678) 586-3125
Bruce Tuten, B.Tuten Jr,, E. Tuten and T. B. Tuten	59 Palmer Blvd	Savannah	GA	31410	(912) 344-9550
www.300Cruises.com, LLC	832 Arlington Dr	Columbus	GA	31907	(706) 221-5622
ChrisAngel Fuller	913 Bryan Circle	Grovetown	GA	30813	(478) 220-8539
Terry Edwards	3537 Club Drive	Kennesaw	GA	30144	(678) 234-4892
Barker Travel, Inc.	530 Wingate Rd.	Ellijay	GA	30540	(706) 698-7972

Name	Street	City	State	Zip	Phone
Renee Stookey	5115 Hill Rd	Acworth	GA	30101	(770) 975-0419
Alan Rosenbaum	5085 Morton Ferry Circle	Johns Creek	GA	30022	(770) 664-9010
KAPO Ventures, LLC	7494 Regatta Way	Flowery Branch	GA	30542	(404) 480-0411
Michael K Ziegenbalg	11480 Big Canoe	Jasper	GA	30143	(706) 579-5005
Jessica L. Slater	87 Thorncliff Court	Acworth	GA	30101	(770) 718-9147
Lisa Lee Moore	104 Sea Lane	Tybee Island	GA	31328	(912) 786-4446
Why Wait Travels, LLC	868 Union Hill Church Rd	Wrightsville	GA	31096	(757) 763-9273
Ronald J. Hunt	1911 Grayson Hwy Ste 8-112	Grayson	GA	30017	(770) 558-5494
Debbie Kogel and Crew, LLC	106 Wiley Bridge Ct	Woodstock	GA	30188	(678) 854-8000
Rhonda & Christopher Wegmann	1205 Muliigan Dr NE	Shellman Bluff	GA	31331	(843) 524-7564
TaySyd Travel Services, LLC	3934 East First St,	Blue Ridge	GA	30513	706-946-3030
The Travel Cure, LLC	1324 Rockbridge Rd	Stone Mountain	GA	30087	404 666-4484
Find Away Travel LLC	291 Wentworth Drive	Canton	GA	30114	678-880-4919
Cheryl Fike and Associates LLC	1397 Boone Road	Newnan	GA	30263	(770) 301-6292
White Rhino Travel, LLC	801 Industrial Blvd #1609	Ellijay	GA	30540	706-756-8155
CEGRANT LLC	1520 September Chase	Decatur	GA	30033	(678) 668-8118
Amanda Guay & Chad Guay	6975 W Mountain Crossing	Cumming	GA	30041	(678) 257-4922
ROBINSON TRAVEL GROUP, LLC	2793 Thompson Mill Rd Suite A	Buford	GA	30519	(470) 326-5115
L'Anda Johnson, LLC	1337 George W Brumley Way SE	Atlanta	GA	30317	(404) 260-7400
Wandering Beagle, LLC	5715 Bobby Ct	Norcross	GA	30093	(404) 998-5552

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Escape Masters Travel LLC	10129 Big Canoe 240 Huckleberry Trail	Jasper	GA	30143	(480) 503-8980
Yolande Joseph Turner & Tammy H Freeman	124 South Main Street Suite 206	Jonesboro	GA	30236	(770) 898-2577
Lawanda M Griffeth	7991 Stillmist Drive	Fairburn	GA	30213	678-631-7583
Adventures Await, LLC	3615 Hollyhock Way NW	Kennesaw	GA	30152	(404) 819-5762
Andrew & Karen Petrunich	341 Falcon Way	Hoschton	GA	30548	(770) 743-4383
Global Getaways, LLC	880 Marietta Hwy Suite 630 #370	Roswell	GA	30075	(770) 282-4006
Michele & Jason Huff	149 Tahoe Drive	Pooler	GA	31322	(334) 718-5579
D K Exclusive Travel LLC	1992 Windsor Creek Dr SW	Conyers	GA	30094	(562) 233-4558
Jodi Denney & Barbara S Linebarger	4397 Mayes Farm Court	Marietta	GA	30064	(404) 348-8264
Vikash Amin	5625 Oliver Court	Cumming	GA	30040	(470) 589-6014
Katina Marie Smith-Bryant	237 Ermines Way	McDonough	GA	30253	(770) 299-2224
Beverly Balloon & Sheltoine F. West	1112 Forest East Drive	Stone Mountain	GA	30088	(470) 556-1076
Janet Lynn Suggs & Melanie McKoy	15 Ingram Court	Newnan	GA	30263	(678) 621-2264
Stephen J. Simpson & Katie Simpson	45 Amber Trace	Dallas	GA	30132	(770) 847-0007
Travel the World, LLC	3386 Jamont Blvd	Johns Creek	GA	30022	(404) 245-6884
MC World Travel LLC	4880 Bouldercrest Road	Ellenwood	GA	30294	(770) 800-8003
Beach Life Sales, LLC	7224 Tara Drive	Villa Rica	GA	30180	(770) 776-6826
Hutchison Holdings, LLC	889 Pathview Ct.	Dacula	GA	30019	(678) 697-2090
Sejal Zaveri	4962 Chedworth Drive	Stone Mountain	GA	30087	(770) 568-5674
Michael Burnes & Paige Burnes	5 Tahlequah Street NE	Rome	GA	30161	(762) 327-6269
Sherri Jo Head & Alex Head	4399 Todd Rd	Braselton	GA	30517	(678) 936-3984

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Steven Porter	2544 Northern Oak Drive	Braselton	GA	30517	(470) 778-2196
W L Phearson & Associates LLC	7208 Wrenwood Dr	Columbus	GA	31909	(706) 332-8522
Elizabeth Allum & Ian P. Allum	8605 Etowah Bluffs	Ball Ground	GA	30107	1 404 788 7482
Richard Steven Young Sr. & Deborah Faye Young	5214 Sunlake Dr	Hoschton	GA	30548	(470) 805-1032
Faulkner Travel, LLC	6042 Siliver Lace Lane	Acworth	GA	30101	(678) 910-1307
Carefree Voyages, LLC	350 Sharpe Lane	Alpharetta	GA	30022	(770) 852-8713
Tara D. Bodell	118 Joe Lynn Drive	Macon	GA	31211	720-810-6540
Andrea V. Polk-Stephenson & James Kevin Stephenson	3243 Mill Grove Terrace	Dacula	GA	30019	(850) 339-1170
Janet Cox Dillard	3725 Troupe Smith SE Road	Conyers	GA	30094	(678) 806-5579
Angela Linette Abelard	195 Mount Bethel Road	McDonough	GA	30252	(803) 840-9126
Linda Greenberg Rosh	4423 Village Oaks Ridge	Dunwoody	GA	30338	(770) 451-9704
Adiaha Ayanna Johnson	4495 Mitchells Ridge Drive	Ellenwood	GA	30294	(770) 855-9802
Deana Clinton-Baskerville	410 Brantley Rd	Sandy Springs	GA	30350	(706) 725-8650
Taaheast Alexander	2620 Myrtlewood Lane NW	Kennesaw	GA	30144	(404) 913-1935
Shauna N. Thurston Kirksey & Timothy J. Kirksey	6541 Hamilton Street	Preston	GA	31824	(229) 331-4162
Alberto Trejo & Rosebud Trejo	336 Highland Ave	Cornelia	GA	30531	(678) 780-5554
Purple Clouds Travel, LLC	1142 Silvergate Lane	Mableton	GA	30126	(678) 403-8613
Yolanda Lee, Kernard Lee & Kerwin B. Lee	778 Royal Estates Lane	Lawrenceville	GA	30044	(404) 490-2180
Peace of the Journey Travel, LLC	8735 Dunwoody Place #4865	Atlanta	GA	30350	(762) 222-2621
Frank Sammon	20 Baker Pond Ct	Jefferson	GA	30549	(678) 570-3487
EBM Elite Travel & Cruises LLC	930 New Hope Rd. 11189	Lawrenceville	GA	30045	(470) 915-1400

Name	Street	City	State	Zip	Phone
Mary T. Horton & Dawn L. Stearns	5635 West Chapel Hill Road	Douglasville	GA	30135	(770) 272-2157
DAVONNA CONSULTING LLC	8735 Dunwoody Place Suite R	Atlanta	GA	30350	(770) 376-0307
Nicole Graham Wallace	525 Pelham Place	McDonough	GA	30253	(470) 440-3340
Marre Henry	3588 Highway 138 SE #270	Stockbridge	GA	30281	(678) 372-1614
Maryamsjoyfullife Virtual Solutions LLC	1982 Grove Way	Hampton	GA	30228	(470) 765-2745
Dana M. Ganal	553 Rendezvous Road	Acworth	GA	30102	(678) 666-2531
Greg Earl Neargarth	572 Alexander Farms View	Marietta	GA	30064	(770) 595-8889
Augusto & Valeria Marto	6749 Bridge Way	Columbus	GA	31904	(706) 405-2003
Heather Dockery and Associates LLC	3692 Spring St	Chamblee	GA	30341	(470) 945-5528
Christopher Ingalls & Lea Jane Ingalls	264 Daniel Trent Way	Kingsland	GA	31548	(678) 790-1300
Black Rhino Travel, LLC	358 Boulder Run	Hiram	GA	30141	(470) 242-1776
Kimberly W. Gaster	2563 Lulworth Lane	Marietta	GA	30062	(678) 799-9008
Larry Grawey & Jennifer Grawey	5651 Deerfield Place NW	Kennesaw	GA	30144	(678) 881-9228
Michael J. Cross & Sherice Shine-Cross	2575 Trillium View Drive	Grayson	GA	30017	(404) 793-4827
Tina Neese & Terry Neese	599 Holly Drive	Gainesville	GA	30501	(470) 941-9920
Shirley and Associates, LLC	5828 BROOKSTONE WALK NW	Acworth	GA	30101	(512) 270-9896
Bucket List Experiences LLC	225 Reformation Pkwy Ste 200	Canton	GA	30114	(770) 742-2119
A B Traveling LLC	4380 Millenium View Ct	Snellville	GA	30039	(470) 641-1916
Blair Nicole Ethridge	3752 Travelers Rest Road	Newton	GA	39870	(229) 234-0711

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Crow's Nest Vacations, LLC	304 Plantation Dr	Jefferson	GA	30549	(478) 697-1626
Charles Wiley Badgley & Kara Badgley	112 Cabbage Island Dr	Richmond Hill	GA	31324	(912) 373-7787
Anabel Colon & Azael Colon	539 Rokeby Drive	Woodstock	GA	30188	(470) 712-2502
Elizabeth Acker and Charles Price Acker III	275 Meadowbrook Lane	Carrollton	GA	30117	(678) 983-2172
Perfect Planning By Tina, LLC	3863 Highway 138, #106	Stockbridge	GA	30281	(954) 399-7472
Your Future Travels LLC	5148 Northwind Blvd Apt J3	Valdosta	GA	31605	(229) 518-1616
Jennifer Ann Andrews & Jared Lance Dallas	1223-A 54th Street	Columbus	GA	31904	(706) 221-2171
Prashant Patel & Rajeshkumar Patel & Tajal Patel	2004 Barrington Ln	Villa Rica	GA	30180	(469) 766-0039
Margaret A. Borden & Todd Borden	235 Lost Lake Way	Villa Rica	GA	30180	(678) 469-8521
G & R Partnership LLC	590 Farrington Hwy Unit 524 PMB 198	Kapolei	HI	96707	(808) 315-2485
Gene Lesch	15419 Oakwood Drive	Urbandale	IA	50323	(515) 986-5027
Kimberly & Gregory Roose	979 210th Place	Pella	IA	50219	(641) 780-5937
Ovations Travel LLC	1251 Aster Dr Unit 308	Tiffin	IA	52340	(319) 408-8687
Amanda & Christopher Barondeau	701 Kingston Circle	Sergeant Bluff	IA	51054	(712) 899-7022
Joshua Heward & Tanya Heward	401 NW Rock Creek Cir	Ankeny	IA	50023	(515) 783-1176
Allison and Nolan Zobel	825 SE Summerbrook Ct.	Ankeny	IA	50021	(515) 216-0892
Travel Paradise LLC	550 Coronado Circle	Carter Lake	IA	51510	(712) 217-3008
K&M Travel Advisors LLC	3647 Donegal Ct	Iowa City	IA	52246	(319) 359-2100
Kenneth C. Schroeder & Scott Ehrsam	615 B Willow Ave	Council Bluffs	IA	51501	(402) 913-0649
Tracy Erlandson	610 14th Street	Onawa	IA	51040	(712) 302-3224
Joseph C. Murdock & Rachel C. Murdock	5750 Columbine Drive	Johnston	IA	50131	(515) 228-6598

Name	Street	City	State	Zip	Phone
Joan Roberts	6150 N Saguaro Hills Ave.	Meridian	ID	83646	(520) 825-2250
Stinky Feets LLC	13601 W McMillan Rd Ste 102	Boise	ID	83713	(208) 904-3714
Susan & Thomas Conger	10046 Riverbend Pl	Middleton	ID	83644	208-968-9007
Scott Mitchel Enterprises, Inc	4059 Barossa Drive	Idaho Falls	ID	83404	(208) 589-3850
Stephanie Lynne Turner	3975 S Stockenham Pl	Meridian	ID	83642	(208) 991-8006
Bonnie L. Greenberg	6321 Pine Ridge Dr. 2D	Tinley Park	IL	60477	(708) 403-8222
Valerie Westbrook	15938 Ashland Ave	Harvey	IL	60426	(708) 596-0025
Matthew Tadla	22563 Reserve Circle	Plainfield	IL	60544	(815) 577-7655
Patricia Godfrey Moss	1320 North State Parkway 4D	Chicago	IL	60610	(312) 255-7465
Margaret M. Andrules	318 Stillwater Ct	Wauconda	IL	60084	(847) 469-8888
John Rose	803 Woodland Way	Dalzell	IL	61320	(773) 779-3020
RFT Holdings Inc	3039 Briar Dr.	Spring Grove	IL	60081	(312) 664-4204
Aaron M Janis	P.O. Box 797	Orland Park	IL	60462	(708) 301-9288
Ira & Nancy Taubin	610 Farrington Drive	Buffalo Grove	IL	60089	(224) 400-4203
Ade Sobo	2901 S. Michigan Avenue Apt 1009	Chicago	IL	60616	(312) 260-0997
Kaysay Travel and Events LLC	2948 Kirk Road Suite 106-361	Aurora	IL	60502	(630) 361-0006
Susan Junior	310 S. Michigan	Chicago	IL	60604	(630) 542-0218
Jessica L. LaPage	8849 CONRAD AVE	EAST DUBUQUE	IL	61025	(563) 580-6326
Cristina Madine	5418 S. Neenah	Chicago	IL	60638	(312) 574-0046

Name	Street	City	State	Zip	Phone
Richard R. Lynch Jr.	1412 Martin Dr.	Troy	IL	62294	618-671-1570
Let's Get Going Travel, LLC	2144 Hitching Post Lane	Schaumburg	IL	60194	630-775-8560
Aaron & Amanda Adams	951 Ivy Ct	Troy	IL	62294	(618) 505-7500
Jacqueline Wolfskill	113 McCormick Dr	DeKalb	IL	60115	(779) 777-6077
Laraine Brooks-Tyner	1736 Chesapeake Lane Unit 2	Schaumburg	IL	60193	(224) 653-9552
COMANDIS TRAVEL LLC	742 S Fairfield Ave	Elmhurst	IL	60126	(630) 442-1920
Dagmara Barnas & Christian Mendoza	5752 S Neva Ave	Chicago	IL	60638	(872) 703-0033
Scott Fain	4309 Savoy Lane	McHenry	IL	60050	(815) 900-9052
Robert A. Baniewicz	7156 West 127th St	Palos Heights	IL	60463	(773) 503-5830
Winston Travel LLC	9631 S Cicero Ave	Oak Lawn	IL	60453	(708) 620-6756
Lenka Tracy	2083 Limestone Lane	Carpentersville	IL	60110	(224) 699-9039
Kendra Cooper-Ellis & Renault Ellis	4141 North Kedzie Avenue Unit 305	Chicago	IL	60618	(312) 961-0347
Shaundale Q. Robinson	15630 Clyde Ave	South Holland	IL	60473	(708) 940-8283
Kimberley Henderson	1037 Summit Hills Lane	Naperville	IL	60563	(630) 912-4539
Milet Group LLC	12840 Shenandoah Trl	Plainfield	IL	60585	(630) 445-1188
Lorrie Nash & Jason Nash	8039 Creekwood Drive	Burr Ridge	IL	60527	(708) 772-1250
Pack and Associates, LLC	7422 Seminole Drive	Wonder Lake	IL	60097	(815) 900-6257
Carolyn Roberts	14610 Maple Lane	Dolton	IL	60419	(708) 858-3824
Ronald Hargrove & Melissa Hargrove	302 Preserve Drive	Genoa	IL	60135	(815) 604-8496
Big Blue Getaways LLC	3814 Dauphine Avenue	Northbrook	IL	60062	(847) 350-8747
Lionfish Travel, LLC	1900 East Golf Road Suite 950A	Schaumburg	IL	60173	(808) 650-3519

Name	Street	City	State	Zip	Phone
John and Victoria Barrett	10315 S Millard Ave	Chicago	IL	60655	(630) 661-0900
Cody Newburgh	2399 Old Pond Lane	Round Lake Beach	IL	60073	(224) 426-8479
Purple Martin Journeys	1277 Leonard Dr	Schaumburg	IL	60193	(224) 410-7233
Christine Ann Pappin & Gary Anthony Pappin	1319 Kevin Morris Ct	Streamwood	IL	60107	(630) 837-7295
Jeffrey M. Williams & Kendra Williams	30 Sunset Chase	Troy	IL	62294	(618) 520-6401
April Nickl	1920 Birmingham Pl	Plainfield	IL	60586	(815) 733-6443
Going Places Travel of Rochester, Inc.	331 Main Street P.O. Box 256	Rochester	IN	46975	(574) 223-9494
Michael Harris, Janet Harris & Kyle Harris	10412 Brigs Ct	Indianapolis	IN	46256	(317) 863-0420
Walton Travel Advisors, LLC	401 Thornberry Drive	Carmel	IN	46032	(317) 844-0140
Magnified Vacations LLC	8516 Charleston Ct.	Avon	IN	46123	(317) 451-4232
Nancy Wood & Joshua Wood	15902 Tenor Way	Noblesville	IN	46060	(765) 274-3986
Laura Lyn Korty	906 Princess Drive	West Lafayette	IN	47906	(765) 586-4453
T&K Getaways LLC	11852 Avedon Drive	Zionsville	IN	46077	(317) 973-0844
Darren Ekey & Amy Ekey	4992 N 850 W	West Lafayette	IN	47906	(765) 201-0544
Lori Brown	2398 Twinleaf Dr	Plainfield	IN	46168	(317) 695-8260
Keys Consulting, Products and Services, LLC	1461 Berry Lake Way	Brownsburg	IN	46112	(317) 694-9550
LADY PAYNE TRAVEL LLC	308 S West St	Charlottesville	IN	46117	(317) 697-9166
Jennifer Floyd	3740 Thornridge Drive	Elkhart	IN	46514	(574) 333-3508
Trilogy Travel LLC	1436 West Stones Crossings Road	Greenwood	IN	46143	(317) 496-6016
Shoemaker & Burnett, LLC	6052 Bree Lane	Plainfield	IN	46168	(317) 797-5868
Nathaniel B. Alexander	867 S Garrison Chapel Rd	Bloomington	IN	47403	(812) 671-2831
Jamie Margolis	13039 Southampton Court	Carmel	IN	46032	(919) 698-7702

Name	Street	City	State	Zip	Phone
Miranda Swigon	1408 E 950 N	Wheatfield	IN	46392	(219) 242-0070
Andrea Hedinger and Justin Gramelspacher	208 N 1025 East	Celestine	IN	47521	(812) 639-0855
ANN CROZIER & ASSOCIATES LLC	4140 N Capitol Ave	Indianapolis	IN	46208	(317) 418-5409
Bilyj Concierge Travel LLC	7425 Cassilly Court	Indianapolis	IN	46278	(317) 284-9715
ETO Travel LLC	14533 Metcalf Ave	Overland Park	KS	66223	(913) 951-8790
Zachary Lloyd Sachs & Rachael Sachs	121 West 25th Street	Pittsburg	KS	66762	(316) 993-4487
Explore Wanderlust Travel, LLC	5025 E Kellogg Drive	Wichita	KS	67218	(316) 500-3508
Jonathan Fick & Mandi Fick	301 North Norton	Norton	KS	67654	(785) 871-4109
Kristin Randall	120 West 2nd St	Ottawa	KS	66067	(785) 577-1488
Bonnie Roth & Karen Brown	2009 Northfield Dr	Louisville	KY	40222	(502) 425-6664
Heather Schreader	112 Cherry Hill Drive	Georgetown	KY	40324	(615) 583-9460
Jeffrey S. Laudieri & William D. Peyton II	85 Pintail Lane	Murray	KY	42071	(615) 807-1614
James Paul Allen, Jr.	922 Dry Valley	Villa Hills	KY	41017	(859) 331-1534
Great Escapes Travel Group, LLC	261 Brannon Road	Nicholasville	KY	40356	859-514-1904
Andrea McNaughton & Scotty J. McNaughton	239 Jetty Drive	Grand Rivers	KY	42045	(270) 559-6789
Wingman Computers, Inc.	189 Tanyard Park Pl Apt #150	Louisville	KY	40229	(502) 947-4386
OURHEAT LLC	2697 Hilltop Ct	Florence	KY	41042	(859) 439-3009
Andy Wimsatt	2339 Versailles Rd	Lexington	KY	40504	(859) 229-5830
Seven-Three Properties LLC	1503 S. Chateau Circle	Lake Charles	LA	70605	(337) 477-2677
Leslie G. Williams	8936 Reserve Oak Ave	Zachary	LA	70791	(225) 241-6154
Marino Global Travel, LLC	2051 Silverside Dr Ste 120	Baton Rouge	LA	70808	(225) 475-3750
CAMERON & CO, LLC	303 Grist Mill Dr	Benton	LA	71006	(318) 347-6944

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Richer Sun Travel, LLC	1061 Miller Road	Opelousas	LA	70570	(337) 447-4480
DESTINATION GEAUX LLC	4464 Golden Ridge Drive	Port Allen	LA	70767	(225) 308-1160
Paul Long & Leslie Long	10025 Freedoms Way	Keithville	LA	71047	(318) 775-4178
Jennifer Lane	5627 Mirador Circle	Shreveport	LA	71119	(979) 277-8729
Jeanne Miller	37341 West Thorner Rd	Pearl River	LA	70452	(985) 630-7273
Raynald Wesley Higgins	138 Edith Rose Lane Building H-61	Grambling	LA	71245	(318) 557-8889
Jefferson Travel, LLC	540 S Broad Street Suite D	New Orleans	LA	70119	(504) 533-0333
David A. Quintero & Reena Quintero	2316 Ormond Blvd	Destrehan	LA	70047	(504) 233-8232
The Vacation Curators LLC	9890 Wallace Lake Rd.	Shreveport	LA	71106	(318) 675-0250
Michael A. Sullivan Jr.	2404 Lloyds Ave	Chalmette	LA	70043	(504) 220-0163
Rosa Kelli Torreyson & Ronald J. Bordelon Jr.	133 Pitre Street	Saint Rose	LA	70087	(504) 470-2959
Kevin Guidry, Kristen Guidry & Amber Guidry	141 North Eagle Drive	Houma	LA	70364	(985) 262-9190
Leighanna Weir & Cheyne Weir	248 Summit Avenue	Sulphur	LA	70665	(337) 240-6632
Nicole Harris Spiller	1813 Belmont PL	Metairie	LA	70001	(504) 452-5900
Kathleen Keen-Redding	209 S Military Road Apt. A	Slidell	LA	70461	(504) 405-2720
John S. Dorman	25 Rathbun St	Springfield	MA	1104	(860) 347-9551
Cindy Carrigan	755 North St	Windsor	MA	1270	(631) 360-8108
Just Relax LLC	102 Saddleworth Way	Middleboro	MA	2346	(774) 213-5557
Sharon A Hunt	1 North Ave	North Attleboro	MA	2763	(508) 226-2638
Bennett Associates Inc.	29 Captain Keavy Way	West Dennis	MA	2670	(978) 263-2600
Michael Dargan	60 Fairfield Ave	Melrose	MA	2176	(781) 662-2300

Name	Street	City	State	Zip	Phone
Robert Rose	124 Green St	Weymouth	MA	2191	(781) 331-7447
Patti Wilmot	229 Reed Street	Warren	MA	1083	(413) 668-6202
JMC Vacations LLC	917 Pine Street	Raynham	MA	2767	781-326-2058
Wicked Easy Travel, LLC	104 McCormick Road	Spencer	MA	1562	(508) 254-1937
Jacques R. Joseph	33 Glovers Brook Road	Randolph	MA	2368	(857) 400-4187
Monica Tavares	76 Bernard Road	Brockton	MA	2302	(508) 468-0357
Yasmin Huda	36 D Country Club Lane	Milford	MA	1757	(774) 279-2034
Pamela M. Spaziani Helms & David Richard Helms	4 Joco Dr	Tyngsboro	MA	1879	(978) 853-2027
Jennifer Charles	2 Tremont St	Rehoboth	MA	2769	(774) 259-6641
Wendy Hamm	358 Jessica Way	Northbridge	MA	1534	(508) 714-2423
Jennifer Erickson	456 Main Street Unit 2	Wilmington	MA	1887	(978) 835-7262
Nadine E. Bell	294 River Street	N Weymouth	MA	2191	(770) 490-1867
Erika Dulmaine & James Dulmaine	19 Maplewood Drive	North Grafton	MA	1536	(508) 257-1464
Stacey Lavelly	11027 Ambassador Drive	Westborough	MA	1581	(774) 200-7079
Sarah Rorick & Jerremy Rorick	25 Sylvia Heights	Hadley	MA	1035	(413) 345-8753
Colby Heywood	105 Ferry Road	Salisbury	MA	1952	(978) 270-5721
Sterling Advanced Solutions, LLC	92 N Main St	West Boylston	MA	1583	(774) 764-9053
Sheila Buckley & Richard Buckley	3 Cowan Road	Randolph	MA	2368	(339) 208-0521
Your Escape Connection, LLC	7 Southview Way	Plymouth	MA	2360	(508) 233-2919
J. Bradley Martin & Karen L. L. Martin	48 Ridgewood Dr	Stow	MA	1775	(978) 637-2653
Lucas Ayala	70 Cliff Street	Malden	MA	2148	(339) 298-8355
Jennifer D'Apice	39 Dartmouth Street	Beverly	MA	1915	(508) 612-3767

Name	Street	City	State	Zip	Phone
Bramin, Inc.	3310 N Leisure World Blvd Unit 114	Silver Spring	MD	20906	(301) 208-8747
Lisa and Joseph Heeter	431 Gatewood Ct	Glen Burnie	MD	21061	(410) 582-9112
Bonnie H Cosby	20533 Summersong Lane	Germantown	MD	20874	(301) 540-2921
Perkins Travel Group LLC	606 Falkirk Court	Abingdon	MD	21009	(410) 569-7522
Gerber & Associates LLC	10702 Hillingdon Rd.	Woodstock	MD	21163	(410) 203-0022
Cynthia Proctor & Carlita Mcilwain	8801 Dangerfield Road	Clinton	MD	20735	(843) 650-5386
The Cook Travel Group LLC	5808 Winding Oaks Ct	Frederick	MD	21704	(301) 378-8645
Emerald Dreams Travel, LLC	5061 Timber View Ln	Saint Leonard	MD	20685	(410) 586-TRIP
Michael & Kimberly Borgel	13101 Tannery Ridge Dr	Clarksburg	MD	20871	(864) 595-6993
Maleka Green	11709 Palm Desert Place	Waldorf	MD	20602	(240) 515-8221
Donna Shapiro	2082 Florence Rd	Mount Airy	MD	21771	(240) 409-0330
LaVar Gilliam	1282 Smallwood Dr. W #193	Waldorf	MD	20603	(240) 754-2123
Isaac & Terry Ingram	3749 Primrose Dr.	Waldorf	MD	20602	(301) 850-1578
Dream Vacations T. Ray LLC	7531 Mount Vista Road	Kingsville	MD	21087	(443) 386-7705
Patterson & Ziglar Travel LLC	9 Tyburn Ct	Timonium	MD	21093	(410) 504-5195
Cordella and Arnold Jenkins	17206 Loblolly Ct	Accokeek	MD	20607	301-710-5370
Rene Kathryn DePuy	251 Buckeye Circle	La Plata	MD	20646	301-200-8458
Madison Adventures LLC	958 Fox Trot Rd	Gambrills	MD	21054	410-874-0606
Kay Lissau	13 Linlow Court	Towson	MD	21286	(410) 823-0313
Steve & Jeneva Lucianetti, Jimmie Meurrens & B Erb	43331 Quail Street	Hollywood	MD	20636	(865) 684-7044
Pebbles & Kerry Capes	202 Prize Taker Ct	Pasadena	MD	21122	(443) 569-6117

Name	Street	City	State	Zip	Phone
Omar & Lynda Hiponia	11800 Old Georgetown Road	North Bethesda	MD	20852	(301) 202-9461
Charles J. Twitty	1282 Smallwood Drive W #583	Waldorf	MD	20603	(301) 466-0760
Barbosa LLC	402 Potomac View Parkway	Brunswick	MD	21716	(301) 244-0755
Kara Lynn Greenwell	9 Witherbee Court	Elkton	MD	21921	(410) 441-4926
John C. Nardone	107 Woodmoor Road	Stevensville	MD	21666	(443) 825-2989
Daniela Global Travels L.L.C.	11886 Country Squire Way	Clarksburg	MD	20871	(240) 994-9419
Kevin W. Swiger & Karen L. Swiger	835 Slade Drive	Prince Frederick	MD	20678	(443) 968-3958
Resort Support Services, Inc	918 N Meadowview Drive	Chestertown	MD	21620	(410) 708-0846
Nicole Myers, LeRoy Myers & Associates LLC	11748 Ashton Road	Clear Spring	MD	21722	(240) 301-9003
Adrienne Clarke	6800 Wisconsin Ave. #1133	Chevy Chase	MD	20815	(202) 351-6888
Lillie K. West	2903 Halifax St.	Waldorf	MD	20603	(301) 818-2977
Nivea Estrada & Damaris Brown	12606 Rosencrans Dr	Hagerstown	MD	21740	(240) 203-6145
Montrose J. Dsouza	14178 Furlong Way	Germantown	MD	20874	(301) 637-2600
Daniel Baez	413 Jefferson St	Annapolis	MD	21403	(410) 340-0313
Dawn Diaz Saldano	8233 Township Dr	Owings Mills	MD	21117	(773) 454-7568
Valentine Tita	7722 Jacobs Drive	Greenbelt	MD	20770	(443) 985-1781
Catherine Middlekauff	45 S Colonial Dr	Hagerstown	MD	21740	(240) 513-7082
Benton Lee Strickland & Sarah Rae Strickland	13424 Herman Myers Road	Hagerstown	MD	21742	(240) 850-2876
Shalini Sood-Verma & Waqar P. Gill	13845 Mill Creek Court	Clarksville	MD	21029	(202) 656-3289
Lori & Harold J. Darner	57 Yarmouth Lane	North East	MD	21901	(443) 256-3414
Robert Galusha & Tamara Galusha	1206 Shop View Court	Forest Hill	MD	21050	(410) 575-4010

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William V. Smouse & Wendy S. Block	9704 Quails Nest Way	Montgomery Village	MD	20886	(301) 641-7660
Brittany Miller and Denise Jordan	1115 Pemberton Lane	Lothian	MD	20711	(443) 241-7990
Donna Stiles & Ernest Stiles	202 Seamaster Rd	Baltimore	MD	21221	(443) 928-7260
My Bucket List Vacations L.L.C.	1604 Martha Court Unit 401	Bel Air	MD	21015	(443) 317-3231
Aishia L. Glymph	122 Farmbrook Ln.	Hanover	MD	21076	(240) 930-4565
David Meekins & Phillip Provenzano	6330 Roan Stallion Lane	Columbia	MD	21045	(410) 618-6103
Kelly Cornwell & Maurice R Cornwell Sr	8156 Hazy Dawn Court	Pasadena	MD	21122	(443) 719-1991
Kim DiBuono	1510 Locksley Lane	Mount Airy	MD	21771	(301) 829-6809
Erick Mwirigi	14101 Castle Blvd Apartment 403	Silver Spring	MD	20904	(202) 845-2489
RANDO TRAVELS LLC	501 Harry S Truman Dr Apt 308	Upper Marlboro	MD	20774	(301) 523-0595
Gary Freeman Lumpkin & Annette Elisabeth Jones	10508 Presidential Pkwy	Upper Marlboro	MD	20772	(202) 838-7131
Cassie Bilodeau	40 Silver Beach Rd	Manchester	ME	4351	(207) 724-0710
Mary Crowley	818 Sweden Street PO Box 419	Caribou	ME	4736	(207) 498-0952
Adventure Riders International Inc.	482 North Street PMB 230	Calais	ME	4619	(506) 215-0325
Angelette & Stephen Johnson	56 Drowne Rd	Cumberland	ME	4021	(207) 233-8998
Steward and Porter Travel, LLC	425 Old Brunswick Rd.	Bath	ME	4530	(207) 370-4009
FAE Vacations, LLC	2781 Greenlawn Ave.	Commerce Twp	MI	48382	(248) 686-1115
MKT Business Solutions, LLC	4058 Morningdale	Troy	MI	48085	(248) 658-8477
Dana Wichtoski	780 E. Sand Hill Dr	Cedar	MI	49621	(231) 228-2366
DGP Cruises, LLC	6809 Talbot Dr	Almont	MI	48003	(810) 798-2531
Anne Harpold LLC	150 Maryland Ave. NE	Grand Rapids	MI	49503	(616)901-8769

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Antoinette McGarvin, LLC	28532 Franklin River Dr., Ste. 108	Southfield	MI	48034	(248) 228-3003
Kenneth D. LeBeau	714 Locust St.	Kalamazoo	MI	49007	(269) 348-0982
Jessica Gray & Shane Gray	227 Oak Dr	Marshall	MI	49068	(269) 282-0842
Ginger Piotter Travel LLC	502 S. Elm Street	Three Oaks	MI	49128	(269) 231-6066
Amazing Adventure Travel, LLC	35856 Smithfield Court	Farmington	MI	48335	(248) 954-0881
Amanda Below & Kevin Below	1370 Maxfield Rd	Hartland	MI	48353	(816) 609-1525
7Jordans Cruise & Travel LLC	42211 Garfield Rd #287	Clinton Township	MI	48038	(586) 690-3655
Stephen & Margaret Mahoney, Jason & Julie Wells	1347 Forest Bay Drive	Waterford	MI	48328	(248) 408-4419
Lacie Soule	27634 Westcott Crescent Circle	Farmington Hills	MI	48334	(810) 334-1870
Rhonda L. Proffitt & Jason Scott Proffitt	70031 Arbola St	White Pigeon	MI	49099	(574) 370-8956
Webster Enterprises LLC	274 Rockway Dr	Linden	MI	48451	(810) 444-0764
DaJaneil McCree	20609 Westhaven Ave	Southfield	MI	48075	(313) 583-9723
SweetPea Dreams, LLC	9550 S Luce RD	Perrinton	MI	48871	(989) 209-8275
Cassandra Counts & Paula L. Counts	W6746 N Fairland Loop	Menominee	MI	49858	(715) 938-6152
Wayfinder Travel Group, LLC	7153 E. Potter Rd	Davison	MI	48423	810-354-9004
Lynne Beaudry	8663 Bridlewood Trail	Howell	MI	48843	(815) 351-1325
Albert Phoenix & Tamara Phoenix	34267 Hazelwood Dr	Westland	MI	48186	(313) 688-1093
Cynthia Lamberson	1203 Willis Ave	Petoskey	MI	49770	(231) 881-3949
Suheidi Krebs-Rivera	7250 Bushey Rd	Alpena	MI	49707	(989) 372-0094
Michael Yax & Jessica Storms	14159 Susanna Street	Livonia	MI	48154	(734) 377-7376
Rebecca S. Manson	6170 Halbert Rd E	Battle Creek	MI	49017	(269) 209-1886
Joshua Justinak	N9250 Riverside Rd.	Ironwood	MI	49938	(904) 577-0091

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Dawn and Shea Nowlan	241 S. Cochran Ave Suite #2	Charlotte	MI	48813	(517) 588-6285
Presque Isle Associates, LLC	7206 Belle Meade Ct Suite 202	Ypsilanti	MI	48197	(734) 418-2840
Storm Travel LLC	7808 Brophy Rd	Howell	MI	48855	(517) 295-4969
Natasha K. Hamilton	13630 Talbot Avenue	Oak Park	MI	48237	(248) 480-7133
Jennifer J. Bates	15268 Canary Dr	Grand Haven	MI	49417	(616) 215-6680
Terra Mare Travel LLC	614 Collindale NW	Grand Rapids	MI	49504	(616) 915-6346
Serenity Travel and Tours LLC	430 E 8th St #5054	Holland	MI	49423	(616) 219-0090
Juanita Bion	107 White Oaks Lane	St Paul	MN	55127	(651) 484-0466
Mary Christensen & Deanna Marez	4904 Acorn Ridge Road	Minnetonka	MN	55345	(952) 925-4433
DiMaggio Travel, LLC	1015 Homestead Drive	Jordan	MN	55352	(952) 807-6445
Kimberly Tsoukalas	9701 3RD AVE S	BLOOMINGTON	MN	55420	612-250-6768
Perry Webster & Rae Lee Webster	24885 Amlee Road	Excelsior	MN	55331	952-474-1979
Dream Travel LLC	21283 Insel Lane	Lakeville	MN	55044	(612) 433-0515
Michael Pratt & Melissa Lance	10649 Queen Ave S	Bloomington	MN	55431	(952) 200-0364
Amanda Ryyananen	1303 Bluebill Blvd	Buffalo	MN	55313	(763) 463-5856
Bridget Larson	8520 Red Oak Road	Pequot Lakes	MN	56472	(218) 464-9464
Cadenza Travel, LLC	522 Hillside Dr SE	Chatfield	MN	55923	(507) 516-2244
Suliman Hindi	4530 Park Commons Dr Apt. #102	Minneapolis	MN	55416	(952) 261-2093
Kristina Noyes	8419 Interlachen Rd	Lake Shore	MN	56468	(218) 963-6026
Big D Solutions LLC	1001 School Street NW Suite 210	Elk River	MN	55330	(612) 644-9547
Kimberly-Ann Allison Wengenroth & Chad Wengenroth	8520 Valley View Court	Prior Lake	MN	55372	(952) 737-9798

Name	Street	City	State	Zip	Phone
John Becker	686 Bellerive Estates Dr	St Louis	MO	63141	(314) 307-1856
Absolute-Vacation LLC	237 E. Fifth Street # 140	Eureka	MO	63025	(636) 587-7100
Port to Port LLC	1514 Hibernation Hollow	Wentzville	MO	63385	(636) 887-0889
Shanna Fowler & Ted Zinselmeier	1054 Timberline	Fenton	MO	63026	314-686-9544
Carol & Steven Nunnery	338 Broadway, Suite 431	Cape Girardeau	MO	63701	(573) 334-5857
Krusin Wit Kris, LLC	121 Bradford Ln Unit 1148	Belton	MO	64012	(816) 535-6590
Johnson-Moyneur & Associates, LLC	336 Pearson Ct	St Charles	MO	63304	(636) 429-2441
St Louis Travel Group LLC	814 Briarwood Ct	Lake Saint Louis	MO	63367	(636) 265-2753
Travel Now LLC	294 Castlegate Drive	Ozark	MO	65721	(417) 720-2969
Vicki Kopp	1774 Lakeshore Drive	Cuba	MO	65453	(636) 484-3238
Tonya Smith & Tyonna Fultz	20 Lamplighter Lane	O'Fallon	MO	63368	(314) 584-0090
Sherria Morris	100 S. 4th Street Suite 550	St. Louis	MO	63102	(618) 964-8355
Robin B. Leonard and Elizabeth G. Forman	7750 Maryland Ave., #50025	Clayton	MO	63105	(314) 300-8466
Venesa Parker	19418 Farm Road 1107	Cassville	MO	65625	(417) 896-4420
Savage World Travel	256 Copperwood Trl	St Charles	MO	63304	(443) 228-8790
Salty Beach Vacations LLC	150 Thunder Ridge Estates Drive	Branson	MO	65616	(417) 225-2060
Jennifer L. Hope	12307 E Brook Field Drive	Peculiar	MO	64078	(816) 775-9699
Veverly Ann Young	1112 E 9th ST	Rolla	MO	65401	(480) 358-8109
Jason Fiola	2933 S Norwood Ave	Independence	MO	64052	(816) 281-8350
Sea the World Travel and Cruises, LLC	11469 Olive Blvd # 224	Creve Coeur	MO	63141	(314) 648-2900

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Kimberly Burge & Frank Valenzuela	26299 Bubbling Brook Ct.	Foristell	MO	63348	(636) 486-6747
Bethany Byrd and Associates LLC	325 Saddlebrook Ridge	Jackson	MO	63755	(573) 429-2998
Christopher Sisk & Stacey Sisk	10142 Strange Rd	Potosi	MO	63664	(573) 444-6669
Information Agent, LLC	1501 N 2nd Street	St Charles	MO	63301	(314) 203-6071
Jones 5 Star Travel, LLC	3307 Broadlawn Dr.	Kirksville	MO	63501	(660) 956-0196
Horacio Rodriguez & Leslie Smallwood-Rodriguez	10393A North Cherry Dr Apt 18D	Kansas City	MO	64155	(816) 804-5807
Doug & Linda Robinson	626 S Montgomery St. Apt 36	Starkville	MS	39759	(601) 606-6423
Arthur & Patricia Burgoyne	6830 Awini St.	Diamondhead	MS	39525	(228) 254-5084
Limitless Travel and Tours LLC	89 Lexington Ln	Caledonia	MS	39740	(662) 486-2777
Linda Wardlaw	6340 Pleasant Hill Dr	Hernando	MS	38632	(901) 567-6602
Emily Lauder & Caroline Lauder	445 Providence Main Street #409	Huntsville	MS	35806	(256) 665-0969
Tailwind Travel LLC	1290 Robertson Rd	Hernando	MS	38632	(901) 634-6099
Denise Moore & Matthew Moore	10436 Seymour Ave	Diberville	MS	39540	(228) 207-4342
Darrell Klassy Travel, LLC	24097 Meaut Road	Pass Christian	MS	39571	(228) 596-9438
Crystal Molidor & Dylan Molidor	10 Aspen Ct	Trout Creek	MT	59874	(406) 414-0044
Deborah Hughes	3950 Stucky Rd	Bozeman	MT	59718	(909) 584-7525
Angie's Travels, LLC	400 Sky View Drive	Belgrade	MT	59714	(406) 451-4264
Myranda Hardy & Aaron LaSalle	815 E 4th Street	Anaconda	MT	59711	(406) 830-5400
Lizzeth Marcos	Av. Roble #675 Col. Valle del Campestre	Monterrey	MX	66265	(818) 252-2423
M & R Travel Services LLC	2579 Shellbark Court	Southport	NC	28461	(703) 858-9933

Name	Street	City	State	Zip	Phone
Toku Enterprises LLC.	5300 Deep Valley Run	Raleigh	NC	27606	(919) 789-1584
Kimberly & J Michael Green	18729 Peninsula Club Dr.	Cornelius	NC	28031	(704) 438-9749
Tom & Ann's Travel Adventures LLC	5709 Silver Sky Way	Greensboro	NC	27410	(336) 665-1950
Patricia A Cox	221 Azalea Ln	Cashiers	NC	28717	(828) 200-1251
Darci and Craig Upham	704 N Green Tee Rd.	Hampstead	NC	28443	(910) 270-6228
Harold and Cindy Throne	905 Jenoa Loop	Castle Hayne	NC	28429	(910) 329-9934
Veronda M. Rubright	11905 Lawings Corner Dr	Huntersville	NC	28078	(704) 766-1100
Kristine M. Bishopp	7777 Coachman Ct.	Harrisburg	NC	28075	(704) 454-7320
Blue Manta Cruises, LLC	4109 Millstream Rd	Denver	NC	28037	(704) 966-1007
Aaron Lamb	649 Weyburn Dr	Concord	NC	28027	(704) 490-4744
Dawn & Brian Dorr	1912 Oakdene Court	Fuquay Varina	NC	27526	(919) 577-6674
Richard and Susan M Holiday	7023 Bonaventure St SW	Ocean Isle Beach	NC	28469	(410) 926-2552
R&B Investment Trading Co	36 Summitt Hill Road	Hendersonville	NC	28791	(828) 483-4345
Stephen F Ashworth	3904 Brandywine Street	High Point	NC	27265	(336) 882-8200
Judy & John Simon	12516 Shelter Cove LN	Charlotte	NC	28216	(704) 966-8681
Kimber Johnson, Inc.	203 South Tremont Dr	Greensboro	NC	27403	(336) 691-1500
Armiger & Associates LLC	1931 Dorsett Street	Burlington	NC	27215	(703) 421-8400
Roberta Claus	1045 Bluebell La	Wake Forest	NC	27587	(813) 963-3700
S5 Partners LLP	3370 Willow Circle SE	Southport	NC	28461	(732) 416-7887
Marion H. McCurdy	16 Harrison Street	Asheville	NC	28801	(828) 450-2064
Derrick Mills	4732 Lonnie Dr	Rolesville	NC	27571	(919) 323-5841
CRUISEOTTER, LLC	9935-D Rea Rd. Suite 511	Charlotte	NC	28277	704-780-1599

Name	Street	City	State	Zip	Phone
Michelle Simmons	4610 Capstone Dr	Monroe	NC	28110	(704) 307-2697
World To Sea, LLC	8451 N Shoreside Way	Leland	NC	28451	(910) 408-1558
Cloud Nine Vacations, LLC	614 Applecross Dr	Cary	NC	27511	(919) 655-5593
Ocean Dreams Travel, Inc.	5040 Crown Point Lane	Wilmington	NC	28409	(910) 833-1022
Julie Konselman	83 Florian Ln	Fletcher	NC	28732	(828) 767-5958
Shay World Travel Group, LLC	116 Watersedge Drive	Kill Devil Hills	NC	27948	303-776-0969
Hawk Travel, LLC	345 Jack Groves Ln	Hayesville	NC	28904	678-824-2957
March Travel Group, LLC	238 Newport Drive	Jacksonville	NC	28540	(919) 230-0103
Charles C. Clatterbaugh & Sharon A.Fowkes	127 Legacy Lakes Drive	Wallace	NC	28466	(704) 912-0133
Michael S & Teri D Richards	134 Craven Dr	Havelock	NC	28532	(252) 665-3256
Linda Goes & Sharon Curl	53 Bluenose Lane	Hampstead	NC	28443	(919) 704-0894
Stephanie Olson	1317 Prevenient Dr.	Wake Forest	NC	27587	(919) 569-5259
Christopher Michael Malave	231 Chandeleur Dr	Mooresville	NC	28117	(704) 458-2146
Allan P. Thompson & Allan Phillip Thompson II	628 York Institute Road	Hiddenite	NC	28636	(828) 781-5769
Sandra & William Alston	20 Park Ave	Asheville	NC	28803	760-814-2123
Tarheel Getaways LLC	1543 Cedar Grove Rd	Pittsboro	NC	27312	984-234-5099
Lewis and Associates Travel Agency, LLC	227 Capistrano Drive	Winston-Salem	NC	27103	(336) 546-7768
BLV Squared LLC	44 Seabiscuit Court	Lillington	NC	27546	(910) 988-5285
Lorie Cruickshank	5493 Autry Road	Rocky Mount	NC	27803	252-379-1581
April M. Morrison	6145 Robley Tate Court	Charlotte	NC	28270	(704) 968-0151
Barry N. Robinson & Wiletra C. Burwell	2756 Andrea Drive	Creedmoor	NC	27522	(919) 764-4478
Rest and Recharge Travel LLC	132 Isle Run Dr	Mooresville	NC	28117	(678) 371-6276
Hodgins & Associates, LLC	4819 Secrest Shortcut Road	Monroe	NC	28110	(704) 201-3614

Name	Street	City	State	Zip	Phone
Jayna Davis	159 Greenwich Drive	Statesville	NC	28677	(704) 968-1422
George Schofield Carr	15918 Umbrella Lane Apt 308	Charlotte	NC	28278	(704) 464-0418
Atlas Travel, LLC	15 Olde Covington way	arden	NC	28704	(337) 520-4073
Laura Ruth McLean	316 North Avenue	Troutman	NC	28166	(704) 885-5102
Charlotte's Social Butterfly, LLC	2306 Mirow Place	Charlotte	NC	28270	(704) 907-9743
Pamela Robbins	310 N Front St STE 4 #230	Wilmington	NC	28401	(910) 444-1744
David James Meetze & Caroline Griffin Meetze	300 Ash Road	Southport	NC	28461	(910) 427-8815
Sonia Breathwit	5394 Williams Road	Lewisville	NC	27023	(336) 699-6053
Building Memories Travel Team, LLC	3732 Lassiter Road	Four Oaks	NC	27524	(919) 938-8288
Richard L. Paxton	4622 Cedar Ave. Suite 124	Wilmington	NC	28403	(910) 899-1302
Nicole Bordeaux-Crews	4724 Jackson Oaks Ct	Raleigh	NC	27616	(919) 610-7269
Ashley Arvin & James Brandon Arvin	606 Antebellum Ct	Jacksonville	NC	28546	(910) 357-4810
Eric Knesel	13300 Damson Dr.	Huntersville	NC	28078	(704) 340-2956
Melissa Smithey	237 Old Quarry Road	North Wilkesboro	NC	28659	(336) 902-8162
Mary E. Thompson & Marc A. Thompson	1708 Crestgate Dr	Waxhaw	NC	28173	(704) 800-0814
Jennifer Long Burrows & Raymond Malcolm Burrows	3419 Mayhurst Drive	Indian Trail	NC	28079	(704) 614-7876
Anthony Fuller	4029 Cane Garden Dr	Raleigh	NC	27610	(919) 261-3124
Katie Schilz	276 Skycroft Dr	Sanford	NC	27332	(984) 977-8554
Savannah Johnson	147 Central Field Rd	Clemmons	NC	27012	(336) 860-1562
Kelcey Shawn Braithwaite	7283 NC HWY 42 W STE 102 #139	Raleigh	NC	27603	(984) 289-7596
Alicia Dawn Dunn & Frankie Lamont Dunn Jr	753 Southview Circle	Fayetteville	NC	28311	(910) 922-2420

Name	Street	City	State	Zip	Phone
Andrea Overend	153 Fairway Lane	Sanford	NC	27332	(760) 979-1741
Naomi Kuhns	3909 Fox Run Road	Weddington	NC	28104	(704) 708-4889
Reshma Rao	5020 Wainscott Way	Raleigh	NC	27612	(919) 247-5182
Laura McFaddin & Matthew McFaddin	4617 Fieldbrook Dr	Kannapolis	NC	28081	(704) 572-1713
Patrice Ames	8812 Park Rd Apt C	Charlotte	NC	28210	(434) 771-2275
Stacie E. Johnson	202 Lovington Drive	Fayetteville	NC	28303	(910) 850-8789
Candice Findley & Jayce Findley	2006 Bonner Bussells Drive	Southport	NC	28461	(251) 265-7790
Michael Rigali & Teri Rigali	2430 Harbor Island Rd.	New Bern	NC	28562	(252) 497-6410
Wade Designs, Inc	3590 Woodbrook Drive	Rocky Mount	NC	27804	(252) 314-1611
K&R Travel, LLC	7373 Capulin Crest Drive	Apex	NC	27539	(984) 258-2028
Elaine Fitzgerald	601 Hawk Mountain Road	Lake Toxaway	NC	28747	(828) 293-1008
Memorable Adventures LLC	135 Cairnie Pl	Clayton	NC	27527	(919) 516-9992
Matthew Brent Smith & Laila Smith	1618 Armstrong Ford Rd	Belmont	NC	28012	(980) 251-4486
Maria Lorena Hollahan & Christopher N. Mileham	1019 Aringill Lane	Matthews	NC	28104	(704) 766-8500
April Jackson Brantham	532 Rosewood Road	Goldsboro	NC	27530	(919) 222-6815
Catrice Morris	1327 North Brightleaf Blvd Suite F	Smithfield	NC	27527	(919) 300-5019
Karen Boss	251 Turtle Creek Farm Rd	Apex	NC	27523	919-346-7779
Angelina Crist-Morris & Jimmy Morris	365 Pine Village Drive	Rocky Point	NC	28457	(919) 442-TRIP
Ross Collins	12527 Dove Meadow Drive	Charlotte	NC	28278	(704) 223-2874

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Laura Cummings & John Cummings	1009 Atherton Drive	Indian Trail	NC	28079	(704) 628-5320
Aixa Addington & Bradley Addington	3716 English Garden Dr.	Gastonia	NC	28056	(980) 505-7650
Ashley James	5125 Royal Coachmen Dr	Wake Forest	NC	27587	(919) 569-5524
Karen L. Britt	2921-114 Wakefield Crossing Drive	Raleigh	NC	27614	(919) 889-4900
Michael Sams, Sheilah Sams & Carla Deis	302 Grand Helton Court	Apex	NC	27502	(919) 367-6237
Eddy Delzer & Brandie Ulland	1207 13th Ave SW	Jamestown	ND	58401	(701) 321-1981
Renaë Troyer	4617 Beach Lane South	Fargo	ND	58104	(701) 543-2211
Christine Pellman	7333 N 122 Avenue Circle	Omaha	NE	68142	(402) 871-6176
Barefoot Vacations LLC	14805 Berry Cir.	Omaha	NE	68137	(402) 990-1758
Michael A. Sinn	1509 Papillion Drive Apt 6	Papillion	NE	68133	(402) 988-8880
Linda A. Heard	18022 Edna Street	Omaha	NE	68136	402-234-2077
Jennifer Kitt & Bradley Melby	526 North Ohio Ave	York	NE	68467	(402) 366-8887
Linda L. Spagnotti	321 East Military Ave	Fremont	NE	68025	(402) 512-5152
Rebecca and Jeremy Jesionowicz	13910 Patrick Ave	Omaha	NE	68164	(402) 714-6436
Karen L. Oxford & Jeffery S. Oxford	1709 East Manor Dr	Lincoln	NE	68506	(402) 327-1851
Birchleigh Partners LLC	Inn by the Bandstand 6 Front Street	Exeter	NH	3833	(603) 580-1246
Charlotte Troddyn	32 Hideaway Ln	Hollis	NH	3049	(954) 306-1499
M.K. Brunelle & Associates	85 collins Road	New Ipswich	NH	3071	(603) 755-6633
Kidd Travel, LLC	26 Scribner Rd Unit 1	Fremont	NH	3044	(603) 244-2781
Scott B. Segrin	5 Brenner Drive	Newton	NH	3858	(603) 974-1796

Name	Street	City	State	Zip	Phone
Joseph P & Dwikorawati Grant	6 Fir Street	Londonderry	NH	3053	(603) 260-6524
Hal Goolman	6 Robin Lane	Lancaster	NH	3584	(603) 631-7635
Page Travel, LLC	43A Durango Drive	Goffstown	NH	3045	(603) 573-9287
Timothy Clarke & Kaitlynn Lord	331 Parade Road	Barnstead	NH	3218	(603) 825-5139
Need Want Vacations LLC	14 Royal Crest Drive # 4	Nashua	NH	3060	(925) 222-3292
OHMYCRUISE LLC	50 IRIS CIR	GLEN ROCK	NJ	7452	(201) 654-3399
Colleen B and Frank T Robinson	9 Tuscany Drive	West Windsor	NJ	8550	(609) 371-3494
Sanray, LLC	3 American Way	Holmdel	NJ	7733	(732) 219-6800
Landry Travel Limited Liability Company	1505 Wall Avenue	Burlington	NJ	8016	(609) 387-1996
Escape Artist Holidays, LLC	12 Willowbrook Dr	Branchville	NJ	7826	(862) 354-8448
1Stop Travel LLC	1140 Robin Terrace	Millville	NJ	8332	(856) 300-5964
Set Sail Worldwide LLC	251 Champion Way	Sewell	NJ	8080	(856) 270-6405
Marian Speid	12-45 River Road #137	Fair Lawn	NJ	7410	201-791-2098
S & S Travel Partners LLC	60 Cannonade Dr	Marlboro	NJ	7746	(732) 410-5876
Cookie Doyle	432 Main St	Blairstown	NJ	7825	(908) 413-1955
Kim Sievers	40 Capica Court	South Amboy	NJ	8879	(908) 256-1780
Jamie Greenspan	1767 Forge Pond Road	Brick	NJ	8724	(732) 686-1749
Esprit Adventures LLC	2 Richmond Hill Drive	Sparta	NJ	7871	(973) 512-3990
Kamic Cruise & Travel, LLC	111 West Holly Lane	Little Egg Harbor	NJ	8087	(609) 296-7478
Divya Tellakula Chandrashekar	15 Headley place	Iselin	NJ	8830	(732) 218-6502
Patricia Zale	76 Larkspur Circle	Sicklerville	NJ	8081	(856) 566-9151
GTFO Vacations LLC	15 Deerhill Drive	Ho-Ho-Kus	NJ	7423	(201) 786-6275

Name	Street	City	State	Zip	Phone
DREAMS by Cookie, LLC	242 Harlech Way	Somerset	NJ	8873	(732) 474-7176
Edward Hernandez	25 Avenue B	Lodi	NJ	7644	(201) 741-4759
Angela Bach LLC	2 Sunnyside Court	Marlton	NJ	8053	(609) 828-9713
Carefree Adventures LLC	153 Royal Dr	Brick	NJ	8723	(732) 202-7516
Joseph D'Andrea & Kurstin Binshedler	98 Sherwood Lane	Westampton	NJ	8060	(609) 661-4366
Maria A. Trezza, LLC	43 Emmet St	Belleville	NJ	7109	(201) 679-1599
Arthur James Wilson	14 Woodvale Drive	Atco	NJ	8004	(856) 465-5400
Where In The World Travel Group LLC	41 Dundee Terrace	Freehold	NJ	7728	(732) 409-3417
Velez Travel and Tours LLC	239 Coeyman Ave	Nutley	NJ	7110	(973) 988-3539
Michael A. Colosi & Mary T. Colosi	59 East Holly Ave	Sewell	NJ	8080	(856) 405-9984
The Garbarini Group, LLC	300 Carnegie Center Suite 150	Princeton	NJ	8540	(609) 979-2095
Robert K. Brown & Curet L. Edwards	22 Ella Street First Floor	Bloomfield	NJ	7003	(973) 473-3254
Board Room Consultants, LLC	21 Euclid Ave	Merchantville	NJ	8109	(609) 772-4379
Maria S. McKeown	325 Chancellor Drive	Woodbury	NJ	8096	(856) 202-6970
DEL LUSSO TRAVEL LLC	15 Overbrook Rd	Flanders	NJ	7836	(973) 229-3761
Marybeth Seabrook & Carl Seabrook	301 S Main Street	Cape May Court House	NJ	8210	(609) 846-8167
Gregory A. Bell	5 Astor Court	Princeton	NJ	8540	(609) 436-5123
Deborah M. Saxer	7 Patriot Rd	Lake Hopatcong	NJ	7849	(973) 663-5581
Deb & Mike Duffy Dream Vacations, LLC	245 Highland Ave	Palisades Park	NJ	7650	(201) 461-0582
David Alexander	31 Bongart Dr	West Orange	NJ	7052	(862) 800-5472
MMO Ventures LLC	12 Sabine Ln	Franklin	NJ	7416	(973) 435-8750
Deardre Spencer	1445 Orchard Terrace	Hillside	NJ	7205	(908) 248-5786

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Moments of Zen LLC	42 Windsong Circle	East Brunswick	NJ	8816	(732) 216-7432
Edward Cicinato	320 Linden Ave	Woodlynne	NJ	8107	(856) 866-6602
Robert J. Jordan	1460 Davidson Ave	Brick	NJ	8724	848-210-4150
Timothy Hershey & Deborah Hershey	79 Aberdeen Drive	Sicklerville	NJ	8081	(856) 562-2016
RDS Properties LLC	22 W Riverside Dr	Brick Township	NJ	8723	(732) 746-4188
Ameena Travel, LLC	605 Matisse Way	Williamstown	NJ	8094	(856) 285-6148
Apexa Patel & Darpan Patel	17 Lackawanna Pl Apt 318	Bloomfield	NJ	7003	(973) 400-9052
Joseph Nitti & Joan Nitti	1402 Califon Cokesbury Rd	Califon	NJ	7830	(908) 399-4317
Hillary Katz & Brian Katz	32 Lancelot Lane	Mt. Laurel	NJ	8054	(856) 816-8361
Samantha I Demitro & Raquel Davido	599 E 25th St	Paterson	NJ	7514	(862) 310-5217
Cynthia B. Jessel & Anthony R. Orlando III	44 Tudor Ct	Marlton	NJ	8053	(856) 252-0858
Lavish Memories Travel Agency, LLC	103 Timberhill Drive	Franklin Park	NJ	8823	(732) 201-5229
Barbara A Cicalese	4D Somerset Hills Ct.	Bernardsville	NJ	7924	(973) 670-4343
Cafe Sail Away LLC	20 Whittier Drive	Manalapan	NJ	7726	(732) 915-7447
A Williams and Associates LLC	105 Rambling Road	Lumberton	NJ	8048	(609) 845-0505
Barbara Dunne Villella	260 Avenue E, Apt 314	Bayonne	NJ	7002	(813) 600-7990
Genesis Cruise and Travel, LLC	7 Arrowwood Ct	Howell	NJ	7731	(732) 751-4990
Dawn E. Perreault	6111 ROOSTER POINT RD NE	RIO RANCHO	NM	87144	(941) 786-0223
WISU, LLC	5794 Hwy 518 P.O. Box 157	Vadito	NM	87579	(575) 770-1935
Amanda Veith	5341 Pebble Brook Rd	Las Cruces	NM	88001	(575) 323-1474
Markus Hernandez & Miranda Hernandez	2931 Cliffwood Circle	Hobbs	NM	88240	(806) 281-2421

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Aana Wilson & Frazier Wilson	8009 Victoria Drive NW	Albuquerque	NM	87120	(505) 230-6658
Gabriel Pacheco & Ronald Mark Edwards	1244 Walsh St SE	Rio Rancho	NM	87124	(505) 280-3596
Santo & Ellen Parisi	7936 Grey Teal St.	North Las Vegas	NV	89084	(702) 649-6735
Executive Cruises of Las Vegas, LLC	10275 Maggira Place	Las Vegas	NV	89135	(702) 586-9570
Melanie Kaufmann	2872 Josephine Drive	Henderson	NV	89044	(916) 220-8104
Hollobaugh Enterprises, Inc.	138 Villaggio Street	Henderson	NV	89074	(702) 435-9962
MG Tours and Travel LLC	2550 Stonequist Ave	Henderson	NV	89052	(614) 336-8254
Celine Dodds	520 Arrowhead Trail #114	Henderson	NV	89015	(702) 475-6495
William A. Henderson	521 Montecito Dr	Pahrump	NV	89048	(775) 990-4485
Ettamon LLC	2826 Alenga Street	Henderson	NV	89044	206-376-9200
Peisner & Associates, LLC	3051 Traverse Creek Lane	Las Vegas	NV	89135	720-464-3850
Little Umbrella Travel LLC	10053 Monthaven Ct	Las Vegas	NV	89178	(702) 969-4422
Walter Adams & Rhonda Ringer	2332 Mountain Rail Dr.	North Las Vegas	NV	89084	(702) 750-3483
Sonya Brown	965 Nevada State Drive Unit 35101	Henderson	NV	89002	(702) 888-2500
Caldwell Partners, LLC	8956 Skye Canyon Ranch St	Las Vegas	NV	89166	(615) 669-8812
Jaclyn Luzuriaga	278 Grand Teton Dr	Henderson	NV	89074	(702) 955-7905
Michelle Jackson	2635 Hourglass Drive	Henderson	NV	89052	(702) 968-2477
Eager Escapes LLC	3064 El Camino Ave.	Las Vegas	NV	89102	(702) 623-6387
Christina Plhak & John Christopher Plhak	1793 Valenzano Way	Henderson	NV	89012	(516) 252-7251
Mark Giles Jr	2034 Deer Springs Dr	Henderson	NV	89074	(702) 673-0196
Lenora Eileen Sikkenga	3450 Della Circle	Fallon	NV	89406	(775) 217-9644

Name	Street	City	State	Zip	Phone
Zhong Lin & Hai Lin	3601 W Sahara Ave Suite 206-02	Las Vegas	NV	89102	(702) 518-3889
Julie De Loera	6275 N. Dapple Gray Rd	Las Vegas	NV	89149	(725) 260-1030
James A. Auge	900 E Desert Inn Rd #216	Las Vegas	NV	89109	(702) 553-4487
Robert James Morin & Carol Ann Morin	3179 Castle Canyon Ave	Henderson	NV	89052	(725) 210-5886
Damall Martin	4523 Amberley Ridge Avenue	North Las Vegas	NV	89115	(702) 620-3094
Jenelle Iulucci	5884 Aurora Gold Ave.	Las Vegas	NV	89141	(702) 710-0705
James Mackay	3521 Silverado Dr	Carson City	NV	89705	(619) 210-9592
Agency Travel Group, Inc.	848 N. Rainbow Blvd., #1584	Las Vegas	NV	89107	(702) 534-4686
Life Trek Fitness Company	9109 Ripple Ridge Ave 102	Las Vegas	NV	89149	(919) 656-1288
Annastasia McPherson	PO Box 9875	Nellis AFB	NV	89191	(707) 816-0074
Suzanne Marie Oaks	6600 Rolling Meadows Dr. Unit 1211	Sparks	NV	89436	(775) 409-5169
Kester LLC	500 N Rainbow Blvd Ste 300A	Las Vegas	NV	89107	(213) 332-1961
Evangela McKenzie	138-48 226th Street	Laurelton	NY	11413	(718) 413-5405
Kathleen and Edward Koehring	409 David Dr	North Syracuse	NY	13212	(315) 458-8774
Play Bridge at Sea Dream Vacations LLC	30 West 61st Street	New York	NY	10023	(212) 862-2706
Aggie C. Batista	106-20 Shorefront Parkway	Rockaway Park	NY	11694	(718) 474-7392
DCO Enterprises LLC	3280 Sunrise Hwy Suite 263	Wantagh	NY	11793	(516) 586-5933
Sophia Facey	P.O. Box 661279	Bronx	NY	10466	(347) 920-4562

Name	Street	City	State	Zip	Phone
Catherine Kempf & Harry W Kempf	2530 Columbus Ave.	Oceanside	NY	11572	(516) 872-1466
Richard Santiago & Maria Hernandez Santiago	164 Halgren Cresc	Haverstraw	NY	10927	(845) 942-2835
Tania Savigne & Denise Madison	85 Livingston St #7D	Brooklyn	NY	11201	(917) 500-4044
Tri-Way Leisure Corp.	5 Cinque Dr	Farmingdale	NY	11735	(516) 249-2189
Sand Dollars Int. Ltd.	1985 Berme Road	Kerhonkson	NY	12446	(845) 626-5202
Keith Goodwin and Duane Goodwin	909 Old Stage Rd	Groton	NY	13073	(607) 838-3364
Julia A & Gary P Liberty	25 Taylor Road	Peru	NY	12972	(518) 643-5551
Susan Carpenter	215 Dates Rd	Lansing	NY	14882	(607) 227-0863
Amy L and Austin Serson	45 Plaza Avenue	Rensselaer	NY	12144	(518) 560-5055
Stacy A. Murphy	341 Alpine Drive	Cortlandt Manor	NY	10567	914-755-1721
NYCKelly Travel, LLC	2255 Watson Ave	New York	NY	10462	(347) 855-3559
Indulge Yourself Travel, Inc	3245 Latta Rd #16362	Rochester	NY	14612	(585) 392-7777
Harold Ciappa, Melissa Stolz & George Kahn	145 North Church Street Unit 2	Goshen	NY	10924	(845) 294-5555
Wayne Rodriguez & Co LLC	405 RXR PLAZA	UNIONDALE	NY	11556	(516) 790-6749
Richard Acevedo & Frances Sullivan	159 Benefield Blvd	Peekskill	NY	10566	(914) 737-4965
Mark Casey	65-24 162 st. apt 7a	Fresh Meadows	NY	11365	(718) 487-3031
Cynthia Bentsen	3426 Woodward Street	Oceanside	NY	11572	(516) 593-5309
Christopher Caulfield	1 Jacoby Street	Croton on Hudson	NY	10520	(914) 984-5314
Travel Wonders, LLC	9 Halada Drive	Lake George	NY	12845	(215) 817-8304
My Next Sailing, LLC	81A Dictum Court	Brooklyn	NY	11229	(718) 673-9003
Andrea Joyce	243 B Heritage Hills Dr	Somers	NY	10589	914-400-5132

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Toadily Fun Travels LLC	1073 Kirby Place	Middletown	NY	10940	(845) 467-0027
Patricia M. Ferrari	38 Kingfisher Road	Levittown	NY	11756	(516) 244-4825
Spa City Enterprises, LLC	15 Ichabod Lane	Ballston Spa	NY	12020	518-450-9552
Charles & Crystal Wellman	5176 Ostrander Rd	Verona	NY	13478	(315) 366-8166
Douglas St Clair & Sue Commesso	20 Meadow Wood Drive	Fairport	NY	14450	(585) 455-6071
Thomas Bachmann	88 Parkmeadow Dr	Pittsford	NY	14534	(585) 261-0749
Brian Eslinger & David Hertel	209 6th Street	Watkins Glen	NY	14891	(607) 535-2310
Showtime Travel Agency LLC	15 Rexford St.	Norwich	NY	13815	(607) 478-1818
Liberty Cruise Ship Center Inc	121-18 Liberty Avenue	South Richmond Hill	NY	11419	(718) 322-4033
Mark A Nowak & Kerry A Nowak	40 Gardenville Parkway Suite 238	West Seneca	NY	14224	(716) 827-2783
Loerzel Travel & Associates Inc	1138 Wadsworth Street	Syracuse	NY	13208	(315) 928-4722
Susan & Mark DuMoulin	143 Sportsmen St	Central Islip	NY	11722	(631) 918-4000
Pursham Sawh	120-11 109th Ave Apt D1	Jamaica	NY	11420	(929) 589-6395
Jacqueline R. Kolmes	611 Hancock ST #4	Brooklyn	NY	11233	(718) 221-4810
KCM Travel Group Inc.	160 Hempstead Turnpike	West Hempstead	NY	11552	(212) 300-7980
Treasured Getaways, LLC	56 Argow Place	Nanuet	NY	10954	(845) 304-7459
Matthew Britton	7480 Apache Lane	Liverpool	NY	13090	(315) 710-3082
Lisa J Christian and Donna Shaw	58 Wheeler Ave	Cortland	NY	13045	(607) 322-3255
Marcia E. Phillips	19 Hillman Loop	Round Lake	NY	12151	(518) 283-5012
Christopher Slattery & Eileen Slattery	61 Lewis Pkwy	Yonkers	NY	10705	(914) 392-0985
Glenda Hills	152 Hempstead Turnpike	West Hempstead	NY	11553	(516) 214-0494
Edwin Santiago	279 Sterling Avenue	Buffalo	NY	14216	(716) 261-8983

Name	Street	City	State	Zip	Phone
Donna Abbene	14 Kim Place	Kings Park	NY	11754	(631) 269-6262
Vibe Voyages Inc.	1399 Hempstead Turnpike Ste # 404	Elmont	NY	11003	(201) 966-6584
Mertens Group, LLC	94 Old Mill Road	Farmington	NY	14425	(585) 433-5700
KT Getaways Inc.	53 Vista Hill Road	Great Neck	NY	11021	(917) 623-0500
Jacqueline Ruth Taylor	6 Fairway W	Sayville	NY	11782	(631) 879-8697
Magic Journeys LLC	One Crest Road East	Merrick	NY	11566	(516) 605-9773
Presti World Travel, LLC	9 Bette Lane	Commack	NY	11725	(631) 343-7843
Kenneth Chow	244 5th Ave Ste Q287	New York	NY	10001	(917) 524-0098
Main Line Luxury Travel, LLC	4300 commissary road	Nedrow	NY	13120	(484) 254-6241
Laurie Bahna & Paul Bahna	23 Clark St	Plainview	NY	11803	(516) 343-3618
Dana's Destinations LLC	344 Central Park Ave B-19	Scarsdale	NY	10583	(914) 391-3895
Thelma Taylor	114 Road	Queens	NY	11434	(347) 602-3999
John Sima	22 Miller Heights Road	Middletown	NY	10940	(845) 346-0222
Patricia Hutson	4327 Indianfield Rd	Clinton	NY	13323	(646) 965-1620
Nicholas Chen & Andrea Sen Ling Chen	51 Fieldstone Drive	Syosset	NY	11791	(631) 629-5315
Vanessa M. Palumbo	65 Pheasant Run Lane	Lancaster	NY	14086	(716) 504-0035
Juan C. De Leon, Arlyn De Leon & Carlos De Leon	10 Laila Lane	Remsenburg	NY	11960	(516) 924-0041
Danny Santacruz	82-55 61 Drive Second Floor	Middle Village	NY	11379	(347) 527-2398
Argosy Vacations, INC	20 Sutton Place South Apt 4B	New York	NY	10022	(914) 837-7669
Blue Sage Travel LLC	8 Post Side Lane	Pittsford	NY	14534	(585) 603-2100

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Maria Bongiorno	97 Salori Ct	Webster	NY	14580	(585) 624-1700
Trask Travel, LLC	362 Pony Farm Rd	Oneonta	NY	13820	(607) 441-8223
Constance R. Williams	209 Rugby Avenue	Rochester	NY	14619	(585) 502-8683
Sally R. Simon	235 Basil Todd Rd.	Fleischmanns	NY	12430	(914) 980-0815
Tolkin Luxury Travel, LLC	20 East End Ave Apt 10A	New York	NY	10028	(516) 660-0127
Wendy R. Egloff	986 Center Street	East Aurora	NY	14052	(716) 805-7938
Mary Beth Perini	5 Frado Ct	Stony Point	NY	10980	(845) 641-9083
Cohn Family Travel, LLC	Dix Hills	Dix Hills	NY	11746	(631) 278-4738
Matthew L. Nortz	7632 East State St.	Lowville	NY	13367	(315) 681-5569
Marlene & Thomas Dingley	33 Chester Ct	Troy	NY	12182	(518) 285-0133
Ace and Associates, LLC	6949 Parmalee Drive	Mentor	OH	44060	(216) 347-3700
D-MAR-KAY GROUP LLC	5714 Glasgow Rd. Apt # 2	Sylvania	OH	43560	(567) 455-6501
Cruise With Us, LLC	11006 Reading Rd. Suite 202	Cincinnati	OH	45241	(513) 821-0280
K Kell Adventures, LLC	26340 Hull Prairie Rd	Perrysburg	OH	43551	(419) 931-4479
Nancy Rennie	6370 Twin Lakes	Mason	OH	45040	(513) 336-8747
World Travel Getaways LLC	1488 Wyandotte Ave	Cleveland	OH	44107	(216) 529-2539
Diane & Vic Kordan, LLC	17200 Greenwood Dr	Strongsville	OH	44149	(440) 572-7760
JAYNE HUTSON AND ASSOCIATES LLC	8839 Gatewood Dr	North Ridgeville	OH	44039	(440) 316-7171
Destination Travel Team, LLC	8227 Washington Ave	N Royalton	OH	44133	(440) 582-3701
Sandra K Evans	116 N Vernon Ave	Newark	OH	43055	(740) 366-7447
R-Crew Travel Company LLC & Vernon Values LLC	6412 Birch Creek Dr	Loveland	OH	45140	(513) 943-7363

Name	Street	City	State	Zip	Phone
Marcia and Randy DeWitt	1581 Eagle Links Drive	Marion	OH	43302	740 972-9790
Lapa Luxury Travel LLC	30628 Detroit Road	Westlake	OH	44145	(440) 937-4520
Calhoun Travel LLC	3041 Bristol Champion Townline Rd. NW	Bristolville	OH	44402	(330) 240-6845
Jenny Meiners	2504 Ashwood Drive	Loveland	OH	45140	(513) 505-0228
Fields Travel Group, LLC	7723 Tyler's Place Blvd. #155	West Chester	OH	45069	(513) 445-9377
All Service Travel LLC	10334 River Rock Lane	North Royalton	OH	44133	330-259-7300
Sanbob LLC	11440 Brattle Lane	Cincinnati	OH	45249	(513) 882-3637
Susan & Erik Essert	5453 Cecilia Ct	Cincinnati	OH	45247	(513) 202-3536
Lisa Brackman & Cindy Carnevale	632 Forest St.	St. Henry	OH	45883	(513) 252-4735
Eric Gnagey & Mary K. Young	6573 Meadow Glen Dr. South	Westerville	OH	43082	(614) 917-3259
Micah Thorpe	8390 Moody Rd	Centerburg	OH	43011	(740) 398-6845
Tess M. Kirtz & Daniel Kirtz	5786 Bridgewater Blvd	Hudson	OH	44236	(330) 653-3111
CK Wilson Company, LLC	7419 Jackson Pike Route 104	Lockbourne	OH	43137	(614) 877-8288
Central Point Travel, LLC	137 Commerce Park Drive Suite A	Westerville	OH	43082	614-974-0441
Bradley Vaughan & Danielle Vaughan	10123 Williams Road	Diamond	OH	44412	(330) 557-1046
Bruce Dingman & Walter Brown	102 Meadow Lane	Gambier	OH	43022	(209) 329-0570
Tammie J. Koster	7599 Kennesaw Dr	West Chester	OH	45069	(513) 746-5883
Danielle Ruiz	3741 W Park Rd	Cleveland	OH	44111	(216) 339-2904
Koala Cabana, LLC	25700 Folley Rd	Columbia Station	OH	44028	(562) 526-5565
Lyn Adanich	7754 State Road	Parma	OH	44134	(216) 825-1055

Name	Street	City	State	Zip	Phone
JP360 Solutions LLC	411 Greengate Drive	Lebanon	OH	45036	(937) 468-3700
Tipping, Sears & Associates, LLC	737 Pine Point Dr.	Akron	OH	44333	(330) 331-2034
Loriann Fisher	16129 E High St Apt.307	Middlefield	OH	44062	(440) 313-0330
Ben Thoennes, LLC	6205 Rockland Drive	Dublin	OH	43017	(614) 467-9199
Devin Stears	4186 Otter Creek Dr	Amelia	OH	45102	(606) 375-8401
Cruise Connoisseurs, LLC	6716 Highland Ave	Cincinnati	OH	45236	(510) 325-4875
Sherri J. Smith	1784 Ayrshire Ct NW	Lancaster	OH	43130	(740) 974-0887
Dreamit Travel and Tech, LLC	6062 Eaglet Drive	West Chester	OH	45069	(513) 800-1617
Mark Rudolph Enterprises Inc	1734 McCausland Drive	Hudson	OH	44236	(216) 877-1100
0925 Travel Experts, LLC	259 Nottingham Way	Wadsworth	OH	44281	(216) 236-8016
Rachel C Lyles and Amanda A Rea	486 Barwood Dr	Gahanna	OH	43230	(614) 607-5653
Bridget Cochran LLC	296 Lost River Drive	Blacklick	OH	43004	(614) 874-1157
Adventures in Odyssey Travel LLC	8873 Mockingbird Ln	Cincinnati	OH	45231	(513) 404-9199
Jennifer Wahl	24970 State Route 60	Warsaw	OH	43844	(740) 502-2744
Michelle L. Kocar & Kenneth W. Kocar Jr.	525 Cedar Crest Drive	Elyria	OH	44035	(440) 467-1097
Carmalina Simpson	5771 Pinesdale Place	Westerville	OH	43081	(614) 439-8187
Jeffrey Howard Mayers & Laura Mayers	7885 Capri Court	Youngstown	OH	44514	(904) 509-0939
James T. Eisenmann & Sandra Eisenmann	1173 Dover Dr	Medina	OH	44256	(216) 236-4342
Kristine Baugh	3316 NW 175th St	Edmond	OK	73012	(405) 212-4545
Lorraine & Richard James Larrew	415069 Parrish Trail	Moyers	OK	74557	(817) 991-9969
What's Your Destination, LLC	17017 W. 59th St. S.	Sand Springs	OK	74063	(918) 514-0008
Heavenly Imaging Prenatal Imaging Center, LLP	2750 W Lenington Rd	Sallisaw	OK	74955	(918) 790-8899

Name	Street	City	State	Zip	Phone
David Grant Proudfit	8217 S Evanston Ave	Tulsa	OK	74137	(918) 520-6890
Christopher Lee Covey & Billie Renee Covey, LLC	1027 County Street 2927	Tuttle	OK	73089	(405) 970-1456
Journeys Make Memories LLC	107 Shady Lane	Durant	OK	74701	(580) 920-5850
Janet L. Winters & Mike N. Winters	2350 N. 3815	Wetumka	OK	74883	(405) 452-3304
Amy Rutherford	14025 Hummingbird Dr	Choctaw	OK	73020	(405) 255-5149
Lisa Stockton	3312 Heather Glen Terr	Norman	OK	73072	(405) 820-8959
Tracy Wart	465 S.E Cherry St. P.O Box 68	Pilot Rock	OR	97868	(541) 969-6665
Deborah R. Orton & Julie Doll	1755 Niedermeyer Dr.	Central Point	OR	97502	(541) 776-2739
Bulldog Ventures Inc.	17549 SW Tia Terrace	Beaverton	OR	97007	(503) 259-2280
On & On Inc	1510 Jacobs Dr	Eugene	OR	97402	(541) 349-0036
CruiseOne Milwaukie	14851 SE Topaz Ave	Portland	OR	97267	(503) 656-2125
International Travel Consultants, Inc	2870 NE Hogan Drive Suite E 415	Gresham	OR	97030	(503) 492-7939
Monique Beikman	22760 SW 87th Place	Tualatin	OR	97062	503-310-7901
Aleisha Scott	1982 Cedar Brook Drive	Eugene	OR	97402	(541) 905-7724
KTad Travel LLC	4515 SE Manewal Lane	Milwaukie	OR	97267	(805) 757-6035
Edwin Wong	4324 SE Weedman St	Portland	OR	97222	503-407-6703
Heather Paterson Voss	364 White Fir Way	Roseburg	OR	97471	(541) 580-2677
Tambers Treats LLC	43466 McKay Dr.	Pendleton	OR	97801	(541) 276-8747
Dreaming of Sun LLC	13829 NW Gargany Street	Portland	OR	97229	(503) 403-6186
Elizabeth Miller & Curtis Winn	8033 N Buchanan Avenue	Portland	OR	97203	(503) 455-8833
Sadie Wynn Austad	15032 SE Sieben Creek Dr	Clackamas	OR	97015	(503) 305-1818

Name	Street	City	State	Zip	Phone
Lara Kay Herrmann	3312 Geary Street SE	Albany	OR	97322	(541) 974-5165
Miles Away LLC	410 Delmonte Ave B	Tillamook	OR	97141	(503) 812-1982
Michael Zakovics & Andreea Zakovics	19363 Willamette Dr. #234	West Linn	OR	97068	(971) 258-1663
Heinka Peterson Travel LLC	2453 Renee Court NW	Salem	OR	97304	(503) 389-1604
Kari L. & Kevin R. Clark	38033 Weirich Drive	Lebanon	OR	97355	(541) 570-1328
Laura Lawn	825 8th St	Gervais	OR	97026	(209) 289-3747
L Murray Holdings LLC	21219 SW Ladyfern Dr	Sherwood	OR	97140	(503) 506-6632
Christina Marie Rickert	7304 SE Clackamas Rd	Milwaukie	OR	97267	(503) 913-3458
RKB Travel Group, LLC	14 East 21st Street	Northampton	PA	18067	(610) 262-0855
Louis J. Abitabilo	125 Lakeview Ave	Scranton	PA	18505	(570) 955-0470
Platinum Travel Associates LLC	76 Starr Road	Sinking Spring	PA	19608	(610) 621-5797
Kathleen M DeHaven	1005 Kingscote Drive	Harleysville	PA	19438	(215) 259-5000
Ellen Overcast	277 Fair Street	Kutztown	PA	19530	(610) 781-6950
Mark J. and Jennifer N. Young	39 Olde Mill Court	Lititz	PA	17543	(717) 581-1222
Rhonda L DeShong & Catherine A Folmar	1245 Sollenberger Road	Chambersburg	PA	17202	(717) 267-2180
Melissa Brunst-Kotsch	2654 Crystal Drive	Whitehall	PA	18052	(610) 216-3443
Away to See the World LLC	225 Stratford Drive	Churchville	PA	18966	(215) 357-1580
Marjorie & Joseph Federanich	418 Princeton Avenue	Palmerton	PA	18071	(610) 826-4777
Dennis Rhoads	4700 Perkiomen Avenue	Reading	PA	19606	(610) 898-1875
Michael F. Viola	4327 Ravenswood Road	Allentown	PA	18103	(610) 967-9736
Jerry & Joanne Roush	5 Valley Street	Lewistown	PA	17044	(717) 363-8132
I Plan Your Travel, LLC	143 Newport Lane	N Wales	PA	19454	(267) 217-7667

Name	Street	City	State	Zip	Phone
Exciting Worldwide Vacations, LLC	1321 Gabriel Lane	Warwick	PA	18974	(215) 742-7534
J Clyde Smith III	5263 Spring Road	Shermans Dale	PA	17090	(717) 275-1222
Trudy & James Radick	327 Bowyer Lane	Lititz	PA	17543	(717) 569-6520
Vincenzo Merante	410 Salem Drive	Pittsburgh	PA	15243	239-848-1267
Chris Hornick	Chris Hornick- Dream Vacations 33 Creekside Drive	Lebanon	PA	17042	(717) 639-3763
Robert & Katherine Camarro	5367 Lincoln Hwy	York	PA	17406	(717) 542-8884
Stacy & Patricia Harrison	895 Lilly Hill Rd	Bath	PA	18014	(610) 837-7958
Moore Travel Group, LLC	1502 Celebration Circle	Bridgeville	PA	15017	(412) 914-8347
Cindy Martin	892 Front St.	Whitehall	PA	18052	(610) 392-4042
Rosella Dragwa & Margo Pulling	58 Mican Road	Waymart	PA	18472	(570) 293-3536
RJ Breeze, LLC	6257 Stanford Court	Mechanicsburg	PA	17050	(717) 525-2552
Philip Perry Pearce Pearson	913 Cold Spring Road Apt. 4	Allentown	PA	18103	(610) 732-7590
Imagination Unlimited Ventures - Travel LLC	335 Kidwelly Ct	Exton	PA	19341	(484) 879-2050
Three Roads Travel, LLC	42 River Ln	Levittown	PA	19055	(267) 689-7999
Travel Awaits Me, LLC	407 Riviera Drive	Blandon	PA	19510	(484) 648-0003
Maggie M. Fultz	1224 Little Buffalo Rd	Newport	PA	17074	(717) 307-7511
Phillip M Zook	2937 Adams Dr	Chambersburg	PA	17201	(717) 251-2898
Serena M. Taylor	117 Rising Meadow Way	East Stroudsburg	PA	18302	(570) 534-0297
Matthew Yablonski & Kimberly A. Yablonski	360 Wimmers Road	Jefferson Township	PA	18436	(570) 470-6362
Bowman Travel Group LLC	242 Grandview Blvd	Bethlehem	PA	18018	(610) 410-7600
Lauren Pilgrim	87 Equestrian Drive	Chambersburg	PA	17202	(717) 360-7696

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Rebecca Ann Harner & David Harner	107 E. First Ave.	Trappe	PA	19426	(610) 482-4825
John Politsky	522 Harbour Drive Apt. B1	Bensalem	PA	19020	(484) 493-4482
DEFALENCOURT LLC	2128 Sugar Maple Lane	Furlong	PA	18925	(215) 348-4632
Seneca Chatman Cottom & Michael Cottom	6227 Spring Knoll Dr	Harrisburg	PA	17111	(717) 402-6060
Memory Seekers Travel, LLC	918 Market St	St Michael	PA	15951	(814) 495-8587
Tropeck Travel LLC	506 Prada Place	Zelienople	PA	16063	(408) 667-1169
Lakisha Tyressa Holly & Karl Ladell Holly	283 Salem Ct	York	PA	17407	(717) 668-0447
Shane Aaron Dhayer & Claire Dhayer	175 Orchard Street	Beaver	PA	15009	(724) 279-5086
Christine Brendle LLC	3 Riverside Dr	Reading	PA	19605	(610) 686-3215
Bucket List Travel, LLC	51 Bracken Place	Pittsburgh	PA	15239	(412) 370-3155
Thomas and Kimberly Hendrick	157 Janyce Drive	Greensburg	PA	15601	(724) 836-7242
Nolen Ely	44 Carter Road	Montrose	PA	18801	(570) 909-8765
Raymond Scott Smith Jr. & Rikki Smith	489 Prescot St	Lancaster	PA	17601	(717) 538-0354
Dawn E. Larkin	481 Larkin Lane	Clifford Township	PA	18421	(570) 664-1858
Kellie Lynne Tully and Lawrence William Tully III	301 Pleasant View Dr	Douglasville	PA	19518	(610) 864-4430
Elizabeth Jolyn Phillips	2117 Parklyn St	Pittsburgh	PA	15234	(412) 287-4165
Shwana Dogan & Denise Evans-Dogan	1119 Tabor Terrace	Philadelphia	PA	19111	(267) 292-1955
Robert J. Dieterich, Jr	115 Evergreen Lane	East Stroudsburg	PA	18302	(610) 428-4568
Karen A. Esaias & Richard Von Schlichten	586 Elknud Lane	Johnstown	PA	15905	(814) 961-2075
Steven Wayne Heilman & Jay P. Obertance	1431 Grove Road	Pittsburgh	PA	15236	(412) 912-9606
EMP Diversity LLC	4146 Stirling Street	Philadelphia	PA	19135	(267) 968-0132
Etterling's Adventures LLC	698 Old York Rd	Dillsburg	PA	17019	(717) 659-2702

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Patti Crooks	7 Calef Avenue	Narragansett	RI	2882	(781) 806-5944
Panda Tours, LLC	37 Sherwood Ave	North Providence	RI	2911	(401) 349-3566
Conery Travel, LLC	10 Apache Lane	Cumberland	RI	2864	(401) 682-7555
Linda Diane Allen	1855 Providence Church Rd.	Anderson	SC	29626	864-225-3650
Richard R & Mary F Ronde	73 Sea Shell Court	Hardeeville	SC	29927	(631) 754-4084
Ark Enterprises, Inc.	2131 Woodruff Rd STE 2100 PMB 279	Greenville	SC	29607	(864) 281-0900
Shirley Vernicek	234 Landing Lane Sun City Hilton Head	Okatie	SC	29909	(843) 689-6100
B. Tolleson, Inc.	179 Sherbert Street	Roebuck	SC	29376	(864) 587-1711
V2R LLC	912 Marsh View Dr	North Myrtle Beach	SC	29582	(443) 607-8694
Tony & Christy Ford	32410 Dunbar lane	Indian Land	SC	29707	803-228-0728
Josephine R. Hardy	6365 Cougar Way	Wedgefield	SC	29168	(803) 565-4111
Scottie & Thomas Rader	136 Zostera Drive	Little River	SC	29566	336-766-3600
Tracie R. Foster	4230 Hwy 9	Boiling Springs	SC	29316	864-707-0878
Angela M.Geiger & Kari Vest	23 Kimborough St.	Greenville	SC	29607	(864) 236-8441
Carol A & David A Howell and Jaclyn K Howell	293 Red Fox Lane	Chesnee	SC	29323	864-497-8264
Larry D & Dorothy M Shirley	3153 Stanyarne Dr.	Charleston	SC	29414	843-763-6207
Travel Concierge Services, LLC	9 Cushing Street	Piedmont	SC	29673	(207) 615-9258
Angela T. Curtis	151 B Tibton Circle	Myrtle Beach	SC	29588	843-293-2805
William Schneider Ent Inc	579 LandShark Blvd	Hardeeville	SC	29927	(813) 855-0162
Sue Pinnell & Chelsea Pinell	3553 Rutherford Rd	Taylors	SC	29687	864-244-1288
In Tune Promotions LLC	52 Daffodil Farm Rd	Bluffton	SC	29910	(843) 816-4083

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Stephen Allen & Brenda Allen	1686 Suncrest Dr	Myrtle Beach	SC	29577	(843) 839-0202
JoGo Travels LLC	40 Mayfair Dr	Bluffton	SC	29910	(843) 948-0456
Ronald E. Satterfield	1143 Mainsail Drive	Hartsville	SC	29550	(843) 535-2814
Bonnie and David M Newman	506 Heartland Court	Murrells Inlet	SC	29576	(843) 619-7900
Lisa Vinson	3963 Major Evans Rd	Lancaster	SC	29720	(803) 287-1808
Venkata Tarakeswar Bolisetty	1384 Rainier Drive	Fort Mill	SC	29708	(803) 228-0203
Cynthia R. Butler	316 N Park Street	Mullins	SC	29574	(843) 430-3060
Wayfinder4Lyfe, LLC	604 Zinnia Drive	Goose Creek	SC	29445	(843) 640-3929
Stoddard Travel Group, LLC	221 Algonquin Trail	Greenville	SC	29607	(843) 998-9567
Lori Hollowell	130 Mateeba Gardens Road	Summerville	SC	29485	(843) 296-1629
Jon Marcklinger & Faye Marcklinger	319 Encampment Blvd	Simpsonville	SC	29681	(864) 438-0863
Sun and Stars Adventures LLC	4368 Park Island Road	Hollywood	SC	29449	(843) 212-6246
Groft Travel LLC	107 Dunning Rd	Pawleys Island	SC	29585	(843) 894-1596
Kenneth W. Shettle, II & Tanya L. Shettle	110 Woodlands Ridge Rd	Columbia	SC	29229	(803) 451-0556
Kelly Hellams LLC	2031 Hideaway Point	Myrtle Beach	SC	29579	(864) 775-0076
Joy A Hillman	1207 Moonshell St	Summerville	SC	29485	(419) 656-4583
Andrea Shoemaker & Erik Shoemaker	2013 Gable Ridge Drive	Florence	SC	29501	(843) 371-5306
Charity Lindsay & Russell Lindsay	1956 Outer Cove Lane	York	SC	29745	(803) 610-9661
Allen Carpenter & Kristina R. Enlow	332 Sabin Court	Simpsonville	SC	29681	(864) 757-4909
Bubblehead Vacations, LLC	660 Van Buren Drive	Summerville	SC	29486	(843) 948-6154
Brittany Dobbins	6109 New Canopy Court	Summerville	SC	29486	(843) 212-4322
Zimpfer Travel Group, LLC	204 Farming Creek Drive	Simpsonville	SC	29680	(864) 319-2444

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Diva Shoe Closet LLC	117 Greengate Dr.	Columbia	SC	29223	(803) 876-0235
Russell L. Greenblatt & Lori A. Lumbatis	585 Dreamscape Dr	Bluffton	SC	29909	(843) 220-9963
Living The Dream Vacations, LLC	9738-10 Leyland Drive	Myrtle Beach	SC	29572	(843) 733-3410
Katelin Clare Noe	4 Regent Ave	Bluffton	SC	29910	(843) 895-2290
Kandie Kane Travel LLC	4801 Harbor Pointe Dr #1101	North Myrtle Beach	SC	29582	(843) 213-2745
Odyssey By M, LLC	101 Lyle Street	Mauldin	SC	29662	(864) 399-6130
Lori Kaye May & Caleb Bruce Ussery	6900 Whitcomb Drive	North Charleston	SC	29406	(843) 412-1524
Tori Cherry & Audie Cherry	120 Wisteria Lane	Seneca	SC	29678	(864) 280-9870
Born to Wander Travel LLC	612 Webster Pointe Drive	Chapin	SC	29036	(803) 618-6011
Janet S. & Donald McColl	2608 McCormick Hwy	Greenwood	SC	29646	(864) 980-7373
Lisa R. Mosher & Terry D. Mosher	538 Sunfish Way	Bluffton	SC	29909	(843) 929-0775
Michael DeMarais	1413 Ashley Gardens	Charleston	SC	29414	(980) 201-9800
Brandon P. Boyd	3263 Seaborn Drive	Mount Pleasant	SC	29466	(803) 374-5066
John Williams & Kelly Williams	105 Blossom Way	Summerville	SC	29483	(843) 518-1412
Kelly Casey & Scott Casey	550 Memorial Drive Ext	Greer	SC	29651	(864) 373-4737
Elise Archie & William Archie	44 N Main St #515	Startex	SC	29377	(803) 984-5013
Teresa Kingsford & Timothy Kingsford	300Hanna Court	Little River	SC	29566	(224) 518-0189
Amie L Anderson	241 Timber Wood Dr	Chapin	SC	29036	(803) 429-4847
Tammy & James Doucette	224 Windsor Mill Road	Goose Creek	SC	29445	(843) 739-5149
Getaway Crew, LLC	514 Americas Way # 7303	Box Elder	SD	57719	(404) 388-3358
Folkerts Travel, LLC	418 Southview Drive	Brookings	SD	57006	(605) 695-8582

Name	Street	City	State	Zip	Phone
GO-YA Travel & Cruises L.L.C.	5 Bancroft Ct	North Sioux City	SD	57049	(712) 927-6060
Tara Weeman & Eric J. Weeman	1021 South Courtland Street	Chamberlain	SD	57325	(605) 680-5599
Jennifer and Robert Killebrew	335 Knob Hill Private Dr	Blountville	TN	37617	(423) 212-2211
Sharon Colbert-Sanders	706 40th Avenue	Nashville	TN	37209	615-627-8717
Margaret and Clifford Gawne-Mark	1015 Wedgewood Drive	Chattanooga	TN	37421	(651) 468-1064
Debbie Rosenthal	1779 Kirby Parkway #1, Box 328	Memphis	TN	38138	(901) 682-5600
Grishman & Voyles, LLC	1667 Neshoba Oak Ln W	Germantown	TN	38138	(214) 793-8615
Valerie W. Russak	2691 Bryant Rd.	HIXSON	TN	37343	423-826-7777
See 2 Sea Travel & Adventures, LLC	909 Rosa L Parks Blvd #114	Nashville	TN	37208	(615) 999-3822
Rhonda & Kevin Wax	2385 River Road	Murfreesboro	TN	37129	(615) 895-1633
H M & Neil Joe France	370 S. Lowe Ave Suite A-202	Cookeville	TN	38501	931-854-1682
Donald Gonce	273 Emory Church Rd	Kingsport	TN	37664	(423) 212-2871
Debra J and William D Campbell	618 Danbridge Drive	Hixson	TN	37343	(402) 203-0727
Heather Johnson & Jessica Lane	1413 Watauga St.	Kingsport	TN	37664	(770) 286-0524
Preferred Travel Partners, LLC	2615 Medical Center Parkway Ste. 1560	Murfreesboro	TN	37129	(615) 861-1661
James Selleh, LLC	5300 Lenox Rd	Brentwood	TN	37027	(615) 300-0217
Amanda Biggerstaff	8919 Kilbirnie Cove	Germantown	TN	38139	(901) 800-6091
Scott F Chippendale & Kathy Heyton Chippendale	411 Lone Ridge Lane	Clinton	TN	37716	865-888-9212
5 O'Clock Travel, LLC	822 Manner Ln	Lebanon	TN	37087	(615) 562-5625
Sonia Ceruti & Frederick Ceruti	12417 Magnolia Bend Dr	Arlington	TN	38002	(901) 203-2465

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Vanessa Williams	6025 Stage Road Suite 42-382	Bartlett	TN	38134	(901) 297-3895
Audra Tunno	5974 Rain Cloud Rd	Knoxville	TN	37918	(865) 236-1366
Willie Mai Hodges	2408 Alberto Drive	Murfreesboro	TN	37127	(615) 617-4386
Michael Simpkins	3437 Colebrook Drive	Thompsons Station	TN	37179	(615) 988-4557
Cari Mayer & Joelle Perkins	1696 Boardwalk Place	Gallatin	TN	37066	(513) 617-1194
Always Epic Vacations, LLC	13 Bellhaven Ln.	Oak Ridge	TN	37830	(443) 569-4788
Tawnya Cline	206 The Hollows Ct	Hendersonville	TN	37075	(629) 235-5275
Cathy E. Thompson	2227 Kingsrow Pkwy	Cordova	TN	38016	(901) 610-1544
Autumn Trussell & John Michael Murray	1638 Calcutta Dr	Murfreesboro	TN	37128	(423) 505-0323
Off We Go, LLC	47 Fairchild Cove	Jackson	TN	38305	(731) 736-3763
Teon Myles	2585 Prince Rupert Ln Apt #3	Memphis	TN	38128	(901) 297-0229
Corey King & Tabitha King	106 Columbia Ave Frnt	Centerville	TN	37033	(931) 623-4021
Lester C Hughes III & Natalie Hughes	610 Rucker Lane	Murfreesboro	TN	37128	(615) 556-2195
Raffety Travel Group, LLC	108 Edata Trail	Vonore	TN	37885	(423) 840-0084
Great Xcapes Travel LLC	209 Chilhowee School Road Suite 4	Seymour	TN	37865	(865) 773-0332
Mark S. Stone & Pamela Stone	1269 Boyd Rd	Ashland City	TN	37015	(931) 338-6733
T-Star Luxury Travel, Inc.	374 Military Rd	Collierville	TN	38017	(901) 410-2260
Sabrina A. Schuhmacher	337 Windham Hill Rd	Knoxville	TN	37934	(865) 300-5300
Lamb & Associates LLC	5251-C HWY 153 PMB#222	Hixson	TN	37343	(423) 600-9297
Erica Barlow & Michael Barlow	500 Noel Lane Apt. 3207	Smyrna	TN	37167	(810) 441-6470

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James DeBusk & Alyssa DeBusk	7709 Longshanks Rd	Corryton	TN	37721	(865) 604-4524
Rebecca St.John	735 Pinhook Rd	Calhoun	TN	37309	(423) 716-7921
Kacye Watson & Sheila O'Neal	1715 Saxony Ct	Murfreesboro	TN	37129	615.603.7048
Michael W. Butcher	101 Remington Drive	Maynardville	TN	37807	(865) 382-7324
Angela K. Jackson & Jeffrey William Jackson	3101 Dell Drive	Hermitage	TN	37076	(615) 354-4579
James Davis	359 Tate Road	Bean Station	TN	37708	(865) 767-3465
Amy D. Hill	52 Red Hill Center Rd	Lawrenceburg	TN	38464	(931) 201-2168
Samuel Crank	2007 Tabasco Way	Murfreesboro	TN	37128	(629) 217-5958
Beyond Limits LLC	345 Wyninger Lane	Puryear	TN	38251	(731) 867-2087
Wall Family Travel	3064 Boxbury Lane	Spring Hill	TN	37174	(615) 392-8005
Leeann Tietz	909 Little Creek Trail	Red Oak	TX	75154	(817) 473-8590
Anthony & Barbara Shelton	1622 Woodcrest Lane	Carrollton	TX	75006	(972) 446-2739
Lainey Melnick	1503 Canyon Edge Dr	Austin	TX	78733	(512) 799-0626
Big D Cruises LLC	3824 Cedar Springs Rd #559	Dallas	TX	75219	(214) 254-4980
Blue Diamond Cruises LLC	2201 Long Prairie Road Suite 107-286	Flower Mound	TX	75022	(318) 459-8358
Top Deck Cruises & More LLC	126 S. Mill Trace	The Woodlands	TX	77381	(281) 298-4343
Mariola Smith	215 CR 3255	Quitman	TX	75783	(903) 569-5002
James Ball & Associates LLC	8810 Summer Creek Drive	Spring	TX	77379	(281) 379-4456
Sheri Green	12564 Wethersby Way	Austin	TX	78753	(512) 796-8428
Anne & Tom Waters	48 Virginia Hills Dr	Corpus Christi	TX	78414	(361) 949-1011
Akers Travel, LLC	5223 Royal Walk	Houston	TX	77069	(281) 880-7337
Gene Sowell	6526 Holden Mills Drive	Spring	TX	77389	(281) 516-9797

Name	Street	City	State	Zip	Phone
Fran & Larry Price, Jason Price & Jessica Brown	16719 Frigate Drive	Friendswood	TX	77546	(281) 687-0061
Kevin W. and Catherine E. Croft	15116 Cedar Street	Santa Fe	TX	77517	(409) 925-7752
Anthause Enterprises, Inc	7700 Hilton Head Dr	McKinney	TX	75072	(972) 437-0055
Ed Gagliardo	701 Bradfield	Garland	TX	75042	(972) 276-2080
Henry and Mary E McEwin	105 Shady Wood Court	Weatherford	TX	76087	(817) 594-3096
Eldorado Group, Inc.	1721 Woodbridge Dr	McKinney	TX	75070	(972) 562-1435
Kuykendall, Inc.	1817 El Mar Ln	Seabrook	TX	77586	(505) 325-7692
Buske Travel Group, LLC	127 Pecan Valley Dr	Bullard	TX	75757	(903) 530-5744
Debra's Dream Destinations, LLC & Marcela Guerrero	2715 Cheverny	McKinney	TX	75070	(972) 345-5347
Earl Lee	4116 S. Carrier Parkway Suite 280-PMB771	Grand Prairie	TX	75052	(469) 909-4011
AMW & Associates LLC	1213 Cherry Brook Way	Flower Mound	TX	75028	(817) 565-9966
TNT Travel Group LLC	2601 Las Cruces	Deer Park	TX	77536	(281) 816-7792
Asmita & Hafeez Rangwala	8014 Stoneyway Dr	Houston	TX	77040	(281) 980-2245
Having Fun Travel and Cruising	7511 Omaha Drive	Baytown	TX	77521	(281) 860-2038
Cloud 9 Travels, LLC	606 Moss Hammock Way	Sugar Land	TX	77479	(713) 560-7016
Lynda Maze	23306 Bison Cyn	San Antonio	TX	78261	(210) 858-8425
Lynette Borrel & Steven Smith	5300 N Braeswood Blvd Suite 4-386	Houston	TX	77096	(713) 589-2033
Paige Ragsdale	2068 US Hwy 277N PO Box 1204	Eldorado	TX	76936	(325) 340-1314
Michael D'Onofrio	2104 Brook Haven Drive	League City	TX	77573	(832) 600-9068
Barefoot Travel Agency, LLC	750 E US Hwy 80 Suite 200-426	Forney	TX	75126	(972) 581-9551
Dreamboat Cruises, LLC	12303 Broken Bough Drive	Houston	TX	77024	281-370-3478

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Pineapple Compass LLC	5022 Drawbridge Lane	Garland	TX	75044	(972) 803-3255
Deedra & John McCann	231 Calming Agave Way	San Marcos	TX	78666	(817) 874-5089
Platinum Vacations LLC	1450 W. Grand Parkway, Ste. G216	Katy	TX	77494	(713) 730-9727
Stacy Y Marlin & Samuel Bryan Marlin	306 Glen Canyon Dr	Garland	TX	75040	(254) 548-2617
Joyce Zeldis, David Trevino and Jonathan Garza	1301 Lark Ave	McAllen	TX	78504	(956) 358-2755
Kellie & Robert Washington	1371 Bedstraw Ln	frisco	TX	75033	(314) 910-9426
HDS Business Systems, LLC	4017 Panther Ridge Lane	Plano	TX	75074	972-200-7901
Karen and Abel Vasquez	5250 Hwy 78 Suite 750-527	Sachse	TX	75048	469-360-7423
Resorts Cruises Tours, LLC	4007 Alamo Drive	Mansfield	TX	76063	817-405-7065
Raymond & Robin Stowe	527 21st Street, #119	Galveston	TX	77550	(409) 877-5357
Reginia Sanborn, Kelly Owen & Austin Owen	603 Cardinal Drive	Ovilla	TX	75154	(214) 843-7237
Rodolfo Rodriguez & Glenda Rodriguez	15352 Doris Dr	Lindale	TX	75771	(903) 941-8024
Samuel and Michelle Knight	2107 Ripple Bend Ln	Pearland	TX	77581	832-288-2313
Jeané Elliott Bennett	10926 Barker Gate Ct	Cypress	TX	77433	(909) 990-1124
Little Legacy, Inc.	1530 Sun City Blvd Ste 120-242	Georgetown	TX	78633	512-819-1536
Arlando Bass & Tamica Bass	7827 Robin Cove	Selma	TX	78154	(210) 281-5217
Rodger & Janette Nestor	17702 Garnercrest Dr	Houston	TX	77095	(281) 855-4167
Adriana & Marc Zak	17739 Arroyo Gold	San Antonio	TX	78232	(956) 334-8574
Carlene Hurst and Michael Hurst	301 Gann St.	Georgetown	TX	78626	(512) 956-8357
Sherri S. Brizendine	421 Champions Drive	Georgetown	TX	78628	(512) 591-7912
Carol Jeter & James D Jeter	729 Singing Water Dr.	Rockwall	TX	75087	(972) 767-8705

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Sonia & Bryan Rectenwald	10103 DaVinci Court	Iowa Colony	TX	77583	(281) 767-7003
D & D Travels, LLC	4408 Jenkins Street	The Colony	TX	75056	940-243-7804
Melanie Keplar	8856 Paintbrush Drive	Amarillo	TX	79119	(806) 676-2449
McKee Travel Agency LLC	1907 Kempwood Court	Round Rock	TX	78665	512-983-2928
Julia A. Vowell	3407 Palm Desert Ln.	Missouri City	TX	77459	281-832-4441
Lilian Janet Blinn	4093 W Amity Rd	Salado	TX	76571	(713) 252-8912
Mac's Travel LLC	3314 Jasons Way	Marion	TX	78124	(210) 870-7203
Tonya Wogomon	1107 Lone Ivory Trail	Arlington	TX	76005	(817) 706-1507
James & Angela Butts	415 E FM 2410 Unit 2971	Harker Heights	TX	76548	(314) 279-3133
Adoracion G. Agustin	9306 Maplecrest Dr.	Houston	TX	77099	(945) 248-8277
Michael J & Pam A Guilbeau, ACC	5303 N Main	Vidor	TX	77662	(409) 786-2615
Sunny and 75 Vacations LLC	6202 Coastal Dr.	McKinney	TX	75071	(972) 346-5186
Richard T. Greenway & Candida Marie Greenway	4908 Crawford Dr.	The Colony	TX	75056	(214) 497-3661
Griffin Vacation Group, LLC	415 E FM 2410 Rd #2512	Harker Heights	TX	76548	(801) 502-1892
Katherine Mote Inc	208 Clark Rd.	Graham	TX	76450	(480) 751-7857
Margaret Lovett	6003 Limestone Mill Dr	San Antonio	TX	78244	(530) 315-4807
Stephanie Herod & Micah Blanton	126 Altamont St	Hutto	TX	78634	(512) 642-6761
ATW Vacations, LLC	5406 County Road 1420	Lubbock	TX	79407	(806) 335-0010
Shannon Raaz & Lisa Young	6704 Whittier Lane	Colleyville	TX	76034	(817) 523-8333
Arlene Phillips	16847 Carrollton Creek Lane	Houston	TX	77084	(832) 800-7766
Sebella Travels LLC	6318 Nectar Grove Court	Katy	TX	77493	(832) 955-1755

Name	Street	City	State	Zip	Phone
Luis Martinez	23119 Rivercane Shadow TRL	Spring	TX	77373	(832) 743- 3040
The JBN Group, Inc. dba JBN Vacations	105 Old Alton Drive	Denton	TX	76210	(469) 340- 0835
Nikki B. Jones & Tommie L. Jones	20403 Encino Ledge Box 591414	San Antonio	TX	78259	(210) 600- 3334
Get Out There Travel LLC	1501 Shady Creek Drive	Eules	TX	76040	(214) 684- 4244
Melanie K. Striffler and Robert D. Striffler II	3406 Westmark	San Antonio	TX	78259	(503) 758- 7875
Dream Big Travel Agency, LLC	7931 Grace Court	Rosenberg	TX	77469	(281) 725- 8517
Warren Porter & Ellen Marie Porter	11971 N Grand Parkway E Ste 200 #218	New Caney	TX	77357	(713) 481- 0601
Frank A. & Isabel Alvarado & Amber-Nicole Gonzales	12803 Capri	San Antonio	TX	78253	(830) 290- 0166
Jesus Garcia & Elizabeth T. Garcia	6714 Wade Rd	Baytown	TX	77521	(281) 310- 6361
Sangchan Klein & Roger Klein	615 San Clemente Dr	Keller	TX	76248	(817) 380- 3700
Kelly Jo Myers	5429 Adair Drive	Corpus Christi	TX	78413	(361) 866- 2725
Ron Rogers & Rebecca Rogers	7217 San Saba Drive	McKinney	TX	75070	(214) 551- 6200
Erin Buchanan Neal & Kaitlyn Hamilton	22765 Mathis Rd	San Antonio	TX	78264	(210) 623- 0001
Erica Thach	23550 Northgate Crossing Blvd #370	Spring	TX	77373	(832) 510- 0046
Alan Jay Mayhew & Ann Marie Mayhew	680 Prairie Timber Rd	Burleson	TX	76028	(817) 797- 7382
Nicole Pauley & Kylie Crandell	303 Hidden Ridge Dr	Bulverde	TX	78163	(830) 438- 4550
Quadir A. Muwwakkil II & Diana De La Cerda	4301 Muirfield Street	San Antonio	TX	78229	(210) 257- 0858
V and E Investments LLC	7529 Rancho Vista Blvd	Corpus Christi	TX	78414	(361) 239- 8084
Geisha Cumberbatch	5731 Hummingbird Street	Houston	TX	77096	(703) 389- 4617
Emmie Ko	210 Wyndwood Drive	Seabrook	TX	77586	(832) 444- 4724

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Claudia Lichtenberger	4518 Oso Parkway	Corpus Christi	TX	78413	(361) 792-0504
Saebreena Lilley	12613 Summerwood Dr	Burleson	TX	76028	(936) 520-4419
Kathy Chrappa	947 Bonita	Bayou Vista	TX	77563	(832) 703-2432
Hernandez Texas Holdings, Inc.	411 Susan Lane	The Woodlands	TX	77385	(832) 345-5188
Steve Glagow	1014 Old Oyster Trail	Sugar Land	TX	77478	(512) 415-0760
Susan Smith	6148 Jereme Trl	Dallas	TX	75252	(972) 713-9662
Anthony Rodriguez	1602 N Wilson st	Amarillo	TX	79107	(806) 591-2729
The Traveling Snob LLC	4420 Liberty Dr	Prosper	TX	75078	(330) 687-6843
Linda Harris & Evan Harris	313 Boulder Creek Dr	DeSoto	TX	75115	(972) 779-0044
Rodolfo Paneque	18062 FM 529 Rd Ste 196	Cypress	TX	77433	(346) 505-2394
A2Z Global Solutions LLC	23554 Enchanted Fall	San Antonio	TX	78260	(210) 255-8424
Brite Days, LLC	6420 Fershaw Pl	Ft Worth	TX	76116	(817) 707-3204
Brooklyn Lindsey	1124 Berry St	Celina	TX	75009	(580) 504-8605
Aces Travel, LLC	15711 Pinewood Cove Dr	Houston	TX	77062	(832) 284-4257
Dreams and Memories Travel LLC	4318 Grants Glen	Wichita Falls	TX	76309	(940) 213-3720
Rolando Galvez	8990 Kirby Dr. Suite 220	Houston	TX	77054	713-322-5946
Seaside Travel Agency, LLC	3409 Woodbridge Lane	Rowlett	TX	75088	(945) 218-6205
VTrek Travel, LLC	704 S Clinton Ave	Dallas	TX	75208	(972) 898-0388
Joanna & Associates, LLC	2205 Ivanhoe Cir	Grand Prairie	TX	75050	(214) 813-2143
All Travel Advantage, LLC	2425 Evalon St	Beaumont	TX	77702	(409) 202-6006
1808 Group LLC	29954 Sebastian	Bulverde	TX	78163	(210) 701-0469
Roman Garcia & Rafaela Garcia	268 Saddle Lane	Floresville	TX	78114	(210) 996-8907

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Kindred Getaways LLC	4912 Brandenburg Ln	The Colony	TX	75056	(972) 532-0005
Montgomery Travel, LLC	15650 Walden Rd Apt 1214	Montgomery	TX	77356	(936) 641-5172
Linda D Vorenkamp & Steffan Vorenkamp	4506 Lapis Ct	College Station	TX	77845	(979) 969-9009
See the World Adventures, LLC	3000 Custer Road Suite 270-373	Plano	TX	75075	469.573.2091
Alicia Dover & Clarence Dover	944 Clear Springs Hollow	Buda	TX	78610	(512) 425-0791
Margarita Cabezas and Ricardo Giacomani	9107 Serene Creek	San Antonio	TX	78230	(210) 744-9099
Joanne Stanley	1050 Hidden Hills Dr	Dripping Springs	TX	78620	(512) 496-4366
Luz Azeneth Lopez & Antonio Lopez Jr	1224 Bowen Dr	League City	TX	77573	(713) 730-8559
Michael & Anitha Menezes LLC	838 Dahlia Petal Drive	Missouri City	TX	77459	(540) 416-0556
Travel with the Carters LLC	426 VZ County Road 2808	Mabank	TX	75147	(903) 603-9612
Chandra Chaney	4817 Lemon Grove	Fort Worth	TX	76135	(682) 360-7402
Huddleston Travel Group, LLC	208 Adriana Ln	Hutto	TX	78634	(512) 910-8599
Nellcote Solutions, LLC	5900 Balcones Drive Suite 100	Austin	TX	78731	(512) 900-9870
ABG WORLDWIDE TRAVEL LLC	215 Center Street Apt 201	San Antonio	TX	78202	(210) 262-9534
Irene Veiga & Joseph Veiga	4015 Stone Haven Dr	Garland	TX	75043	(469) 298-2818
Lisa McLean	450 Sanders Rd # 124	Seadrift	TX	77983	(361) 655-2134
Chedra Thynice Brown	438 Richland Hills Apt 8201	San Antonio	TX	78245	(972) 589-4053
Lance E. Reid	408 Clay Rd	Big Spring	TX	79720	(432) 301-0021
Kari Gibson, Barbara Gibson & Dallas Gibson	9500 Kingsley Dr	Denton	TX	76207	(661) 360-1300
Mathew Mitchell & Andrea Mitchell	6903 Tin Trail	Midland	TX	79705	(432) 247-1324

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Epic Travel by Amelia, LLC	5214 Brigantine Cay Ct	Texas City	TX	77590	(409) 292-3232
Curated Adventures, LLC	503 Summer Wilson CV	Austin	TX	78738	(512) 718-7857
DeAnn Marney & Terry Marney	3213 CR 3420	Hawkins	TX	75765	(214)263-8969
Heather Warner	102 Ralph Nerren Rd	Huntington	TX	75949	(936) 444-4219
Compass Point Enterprises, Inc	364 Ole Bucks Ln	Fredericksburg	TX	78624	(830) 998-8522
Bridget Stephens	192 Gabbro Gardens	Maxwell	TX	78656	(253) 254-8771
Van Artiaga	700 Riverflat Dr	Fort Worth	TX	76179	(817) 705-1975
So Much to Sea, LLC	3124 Burwood Lane	Royse City	TX	75189	(469) 874-4300
Desiree Jett	8408 Old Hickory Lane	McKinney	TX	75072	(214) 893-7342
Jacobson Enterprises Inc.	35 Marquise Oaks Pl	The Woodlands	TX	77382	(832) 288-0889
Deborah Doubet	4615 Meadows Edge Ln	Houston	TX	77084	(713) 444-5826
Mandy Sue Soliz	1372 County Road 230	Falls City	TX	78113	(254) 297-9319
Now and Later Travel LLC	2129 Christine Dr	Granbury	TX	76048	(817) 720-0277
Manley Travel & Associates, LLC	100 E Whitestone BLVD STE 148 #224	Cedar Park	TX	78613	(512) 766-8164
Daniel Curtis & Jinhee Curtis	1612 Shadywood Lane	Flower Mound	TX	75028	(469) 403-0227
Crockem Travel Group LLC	1617 Ashland Avenue	Ft. Worth	TX	76107	(817) 350-4308
Terri Taylor & Cindy Riesenber	6807 Tatum Cir.	Amarillo	TX	79119	(806) 414-2809
Raina Andres & Dustin Andres	10715 Giacconi Dr.	Converse	TX	78109	(210) 858-6831
Prestige G Solutions LLC	1509 Prestige Loop	Killeen	TX	76549	(512) 763-2607
Andrew Tyler & Paula Tyler	23810 Silver Liriope Ln	Katy	TX	77493	(281) 310-5692
Kynze Rodgers	6252 Spring Buck Run	Fort Worth	TX	76179	(817) 647-5466
Debbie Stampley	167 Hebert St	Vidor	TX	77662	(409) 658-8967
Gilbert Ndzu Fang	3338 Vineyard Trail	Harker Heights	TX	76548	(254) 922-0906

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Community Magazines, LLC	9227 Gauguin Lane	Missouri City	TX	77459	(281) 817-7689
Randi Spinks & Charlie McIlhane	5060 Dickinson Loop	Belton	TX	76513	(512) 843-1490
Karin Krause & Kevin D. Krause	28315 Verde Mountain Trail	San Antonio	TX	78261	(210) 512-9877
Tammie Pech & Daniel Sanders	2635 Eagle Dr	Grapevine	TX	76051	(817) 415-3355
Carpe Diem Vacations LLC	221 Aspen Drive	Boerne	TX	78006	(830) 999-2683
Michael A.T. Johnson & Alice K. K. Johnson	1610 White Willow Ln	Pearland	TX	77581	(870) 805-0520
Charlotte Ann & John Christopher Sherwood	1171 County Rd 4940	Leonard	TX	75452	(903) 919-0687
Jennifer Meers	19931 Maple Village Dr.	Cypress	TX	77433	(832) 241-8055
Sharon Krebs	109 W View Dr	Wimberley	TX	78676	(512) 722-3118
Cornelia Collins Pickens	7111 Ten Curves	Spring	TX	77379	(346) 280-9305
Kimberly D'Ann Wideman & Ray Don Wideman	5819 110th Street	Lubbock	TX	79424	(806) 632-7964
Crystal Ureta	21614 Kings Bend Drive	Kingwood	TX	77339	(832) 810-3963
John Matlock & Kristi Lyn Matlock	2603 Sandlewood Ct.	College Station	TX	77845	(979) 326-9300
Cynthy Francis Vigier	25603 Marisol Sunsets Ln	Katy	TX	77493	(832) 721-2102
David Ausley	5845 Mt. Gainor Rd	Wimberley	TX	78676	(512) 648-9412
Darci Harrison	10207 Llano River Lane	Cypress	TX	77433	(832) 303-1477
Ryan Wilson	20126 Stonebridge Terrace Drive	Richmond	TX	77407	(469) 625-8009
Tracie Pribyla	890 CR 467	Seymour	TX	76380	(940) 203-2467
Catherine Armstrong & Marc Greenfield	1612 Noble Way Court	League City	TX	77573	(832) 663-7610
Departures Now Boarding LLC	17636 CR 2195	Whitehouse	TX	75791	(903) 677-0413
Irene Ramirez	9305 Sandstone Court	Odessa	TX	79765	(432) 530-8894
McGrew Creative Concepts LLC	311 Pinemont Dr	Sour Lake	TX	77659	(409) 210-3223

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Epic Journey Vacations, LLC	15234 Parkville Dr	Houston	TX	77068	(346) 510-2803
Nissi Renee Hendricks	6130 Stonehaven Dr	Temple	TX	76502	(254) 493-9888
Namaskaar International, LLC	203 W York St	Ganado	TX	77962	(832) 877-7171
Angela Ware	9309 Marble Falls Dr	Arlington	TX	76002	(682) 557-6069
Headen Travel & Associates, LLC	1536 Argon Way	San Antonio	TX	78245	(210) 792-3200
Joseph Lunstrum	3403 Sunnyside Drive	San Antonio	TX	78253	(210) 688-9805
Robert Lee Turner & Robyn Kate Turner	1005 St. Helena Drive	Leander	TX	78641	(512) 938-8125
Kayla Jacobs	25 Sandelwood Trl	Beaumont	TX	77706	(409) 203-5390
Robert W. Perry	1014 Summer Park Blvd	Conroe	TX	77303	(936) 828-1841
Carrie J. Briggs	3125 Honeycomb Way	Royse City	TX	75189	(469) 355-0052
Christina Peckham & Michael S. Peckham	3925 Grizzly Hills Cir	Fort Worth	TX	76244	(817) 583-4480
Enchanted Vacation Travel, LLC	1220G Airport Fwy #601	Bedford	TX	76022	(469) 465-5754
Leslie Jaco	11907 Santa Fe Trl	Santa Fe	TX	77510	(713) 303-0650
Katrina Matos & Jayson Matos	20310 Knights Branch Drive	Cypress	TX	77433	(713) 386-5433
Bonesteel Company LLC	26502 Cottage Cypress Lane	Cypress	TX	77433	(832) 753-3029
Randa Stubbe & Michael Stubbe	1617 Fence Post Drive	Haslet	TX	76052	(972) 768-3639
Future State Enterprises, LLC	2512 Lakepoint Drive	Keller	TX	76248	(817) 993-6200
Vacation Ning LLC	1619 Bel Riposo Ln	League City	TX	77573	(281) 241-4759
Rickey Travel Experience, LLC	2816 Marrickville Drive	Trophy Club	TX	76262	(682) 831-1262
Edge of the World Travel, LLC	3504 Oak Island Ln	Flower Mound	TX	75028	(972) 989-5797
Lynna Renee Wright	2550 S. Bypass 35 Apt. 26	Alvin	TX	77511	(281) 904-1256

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Amanda M. Cesani	2318 Foxcroft Circle	Denton	TX	76209	(940) 299-4896
Amanda Wanda & Oe Wanda	110 Rainbow Drive #1071	Livingston	TX	77399	(832) 557-6283
Great Stories Travel, LLC	7823 Oak Castle Drive	Spring	TX	77389	(713) 253-2803
Michelle Louis & A. Michael Louis	11812 Pecan Orchard Way	Fort Worth	TX	76179	(818) 497-7704
Shannon Herzberg	11502 Kingford Ct.	Montgomery	TX	77316	(936) 236-3355
HTX Travel Group LLC	218 E 27th St	Houston	TX	77008	(832) 446-5141
Robran Enterprises LLC	841 Willowmist Drive	Prosper	TX	75078	(972) 465-9844
A & I Vacations L.L.C.	110 N Interstate 35 Suite 315-998	Round Rock	TX	78681	(737) 220-0624
Travel With Purpose, LLC	1413 Doral Road	San Angelo	TX	76904	(325) 277-6802
Larry Mayer & Kman Lewis	1811 Basse Road	San Antonio	TX	78213	(210) 624-7490
Jennifer Mosteller & John Mosteller	2502 Paden Circle	Cedar Park	TX	78613	(737) 600-9189
Gerard Burns & Teri A. Burns	20327 Peach Mountain Lane	Cypress	TX	77433	(832) 302-8248
Edwin Torres & Zelideth Torres	15307 Stagehand Dr	San Antonio	TX	78245	(210) 409-2692
Travis Carlton and Makell Carlton	1321 East 1500 North	Lehi	UT	84043	(801) 770-3122
Kimberly S. and Thomas N. Lee	1069 River Hill Drive	Spanish Fork	UT	84660	(385) 200-1445
Jorgey, LLC	1283 W 700 S	Ogden	UT	84404	(385) 245-6751
Camie Cherry	262 E 4800 S	Ogden	UT	84405	(801) 388-1009
Michael Joel Bullock & Amber R. Bullock	802 N 730 E	American Fork	UT	84003	(801) 830-7561
Daniel DeBeikes	8202 N Jenks Lane, Unit 1	Eagle Mountain	UT	84005	(805) 405-7282
Jana Black	1054 Melborne Road	Farmington	UT	84025	(801) 716-0176

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Kelly Cannon Hamilton	1072 E Village Way	Alpine	UT	84004	801-380-9123
Kayla Miller & Todd Miller	5313 W American Acres Dr	Garland	UT	84312	(435) 494-1404
Just Landed Tours & Travel, LLC	5244 Burntside Avenue	South Jordan	UT	84009	(801) 980-2188
Brandon L. Peterson	3005 East Dickens Place	Salt Lake City	UT	84108	(801) 505-1024
Hitesman's L.L.C.	3977 Maris Circle	Taylorsville	UT	84129	(801) 403-9154
S. & D. Fairbourn, P. Wright, A. Messersmith	95 S. 700 East	Springville	UT	84663	(385) 325-2690
Jace T. Nelson	PO Box 2047	Salt Lake City	UT	84110	(801) 280-9954
Kayli L Frazier & Tyson Frazier	844 Rattler Road	Saratoga Springs	UT	84045	(801) 960-0809
Laurette & Chad V. Walker & Taelor L.W. Pugmire	3936 W. Winthrop Dr	West Jordan	UT	84088	(801) 381-8042
Grand Outing LLC	432 N. Stallion Circle	Layton	UT	84041	(385) 533-6789
Memories Are Calling LLC	4765 N 1170 E	Enoch	UT	84721	(435) 572-2181
GiddyUp Getaways, LLC	340 South 50 West	Ephraim	UT	84627	(435) 851-7620
Get Away Today, Inc.	1650 E 5700 S	OGDEN	UT	84403	(801) 317-0014
Austin Rutledge & Larissa Flynn	2071 California Ave Apt C	Provo	UT	84606	(435) 401-1540
Smiling Ocean Travel, LLC	94 E. Box Elder Drive	Grantsville	UT	84029	(801) 859-3514
Jennifer Knowles & John Knowles III	74 E 2325 S	Clearfield	UT	84015	(801) 916-1439
Thomas R. Bartholomew	27 N 3100 E	Layton	UT	84040	(229) 573-8669
Katherine L McLeod	5321 Peregrine Crest	Roanoke	VA	24018	(540) 728-0607
Kauffman Travel Team LLC	13840 Booker T Washington Hwy Suite C-1	Smith Mountain Lake	VA	24121	(540) 525-2004
Tiffany & Travis Falls	463 Kildare	Front Royal	VA	22630	(540) 692-6428
David and Kelly Bowers	9803 Solitary Pl	Bristow	VA	20136	(703) 468-2219

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Dana McDaniel & Associates, LLC	108 Cedarcrest Drive	Waynesboro	VA	22980	(540) 416-0009
Cory Shackelton and Shellee Morris	2217 Newbern Lane	Virginia Beach	VA	23451	(757) 386-4680
Trisha Smith	924 Roll Drive	Midlothian	VA	23114	(804) 379-8737
Sandy Bottom Travel LLC	901 Glenda Cres	Chesapeake	VA	23322	(757) 746-4391
Cummings-Watkins & Associates LLC	5868 Mapledale Plaza Ste #204	Dale City	VA	22193	571-659-4633
Tomaselli Vacations LLC	214 Dartmoor Drive	Stephens City	VA	22655	540-931-0665
Destination: Anywhere!, LLC	520 W 21st Street Ste G-2/PMB 269	Norfolk	VA	23517	(757) 991-0365
Let's Go On An Adventure, LLC	3842 Mapuche Trl	Powhatan	VA	23139	(434) 414-2886
Impressive Vacations LLC	1274 N. Great Neck RD	Virginia Beach	VA	23454	(757) 716-9968
Michelle Kotizan & Ben Kotzian	5937 Delong Mulroy Ln	King George	VA	22485	(540) 235-8785
Catherine Nunnally	7037 Fire Lane	Mechanicsville	VA	23116	(804) 244-5911
Anita R. Benner	1126 Woods Pkwy	Suffolk	VA	23434	(757) 881-1115
Adrian Richards and Ana Lozano	7918 Jones Branch Dr 4th FLR #215	McLean	VA	22102	(540) 617-3934
Grand Experience Travel LLC	15030 Walking Stick Way	Haymarket	VA	20169	(703) 559-VAYK
Harrington Travel Group LLC	10414 Kings Cove Court	Spotsylvania	VA	22553	(540) 786-6373
Christopher Dawson	705 North Hamilton Street Unit H	Richmond	VA	23221	(804) 647-6993
Susetha Saravanan	41025 Tesla Ct	Waterford	VA	20197	(703) 652-6576
Opulent Travel Agency LLC	722 Dove Path Lane	South Chesterfield	VA	23834	(804) 867-2349
Karen Crowe	43893 Hanes Hall Terrace	Ashburn	VA	20147	(571) 439-1431
Eco Travel Adventures, LLC	3829 Wake Circle	Norfolk	VA	23513	(757) 550-0093

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24/7 Travel and Vacations, LLC	1134 Meridian Circle Apt 103	Harrisonburg	VA	22802	(540) 212-9780
KIK, LLC	1708 Pathfinder Dr	Virginia Beach	VA	23454	(757) 600-3362
Affordable Travel Agency, LLC	8404 Cavalry Lane	Manassas	VA	20110	(703) 347-4161
The Hawkins Group LLC	6920-B Bradlick Shopping Center Suite 658	Annadale	VA	22003	(703) 543-9680
Monica Cherry	6 Allison Sutton Dr	Hampton	VA	23669	(757) 362-2091
Majestic Horizons LLC	270 W York St	Norfolk	VA	23510	(757) 271-8701
Karen L. Gawne	5505 Livery Blvd	Virginia Beach	VA	23455	(757) 962-5813
Premier Travel Connections LLC	23642 Chalmers Crossing Ter	Ashburn	VA	20148	(843) 277-1119
Erich A. Fortenberry	1893 Powells Landing Circle	Woodbridge	VA	22191	(580) 574-8479
Amanda Caldwell	216 Coleys Cliff	New Castle	VA	24127	(540) 864-5785
Billy Perkins & Sheryl H Perkins	917 Santmyer Drive	Leesburg	VA	20175	(703) 737-3507
John G Barnhart	1100 Gum Ave	Grottoes	VA	24441	(540) 242-8222
Ramona Rember	41321 Red Hill Road	Leesburg	VA	20175	(703) 348-6330
HAGAN TRAVEL ADVENTURES LLC	1900 Crescent Park Drive	Reston	VA	20190	(703) 594-9346
One by Land, Two by Sea Adventures, LLC	9321 Dixon Rd	Suffolk	VA	23433	(757) 238-5249
Apollo Bala & Estela Rea Bala	7340 Rolling Oak Lane	Springfield	VA	22153	(703) 839-3959
Sharon Dianne Small	7870 Tidewater Dr., suite 206 box 419	Norfolk	VA	23501	(757) 531-9256
Dung Nguyen & Hung Nguyen	25084 Lomax Terrace	Chantilly	VA	20152	(571) 519-8619
Theresa Clare Jones & Erik Gordon Jones	2568 James Monroe Circle	Herndon	VA	20171	703-793-9386

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Susan Lynn Lineberry	4274 Variety Mill Rd	Arrington	VA	22922	(434) 263-6011
Shohreh Asgari	43861 Arborvitae Drive	Ashburn	VA	20147	(202) 369-1515
Sarah Kubala & Lynnisa G. Fraser	118 Indian Point Road	Stafford	VA	22554	(214) 399-8336
Amy Jo Santiago	6006 Honnicut Dr	Centreville	VA	20121	703-623-9088
Deborah Charlene Welch	8200 Center Path Ln Suite A	Mechanicsville	VA	23116	(804) 399-5871
Doodle Vacations LLC	205 Arlington Street	Ashland	VA	23005	(804) 637-0657
Jo Ann Bendolph Williams & Felicia Ruby Simmons	17962 Woods Overlook Drive	Dumfries	VA	22026	(703) 986-7302
Vanessa Roane	5008 Minden Court	Virginia Beach	VA	23464	(757) 298-8310
Mariposa Global LLC	1101 S. Arlington Ridge Road Suite 306	Arlington	VA	22202	(703) 351-6192
Wendy D. Wynne	3308 Kenwick Trail	Roanoke	VA	24018	(540) 520-4002
Vivian M. Webb	4701 Clarke St	Lynchburg	VA	24502	(434) 237-3832
Erskine Sullivan LLC DBA AQB Travel Group	42575 Nations Street	Chantilly	VA	20152	(571) 401-1602
Pamala Bouchard & Michael Bouchard	19 Burningbush Ct	Stafford	VA	22554	(540) 246-0664
Kristin Caballero	209 Stoic St SE	Leesburg	VA	20175	(571) 498-2220
Shannon S. Adams	1150 Mount Olivet Rd	Martinsville	VA	24112	(276) 340-7031
Let's Pack & Go, LLC	2705 Roanoke Avenue	Portsmouth	VA	23704	(757) 797-6555
Vay K Adventures LLC	488 Fieldstone Glen Way	Virgina Beach	VA	23454	(757) 577-5015
Karen W. Schippert	113 B Clinton Street	Springfield	VT	5156	(802) 546-1499
Nancy Real	1037 NE 65th St #80558	Seattle	WA	98115	(760) 566-6677
Margaret Beckhoff	3914 S Street	Vancouver	WA	98663	(360) 253-8501
Annie & Mark Stimmel	8438 Island Drive S	Seattle	WA	98118	(480) 883-6236

Name	Street	City	State	Zip	Phone
Stephen W Murray	2123 22nd Ct SE	Lacey	WA	98503	(360) 507-8950
Vacation ASAP, LLC	414 N McDonald #4	Spokane Valley	WA	99216	(509) 720-6984
Trend Industries, LLC	5115 66th Drive NE	Marysville	WA	98270	(425) 244-4601
Mondo Ventures Inc dba Mondo Travel	20328 Damson Rd	Lynnwood	WA	98036	(206) 833-9452
Ignite U Travel	119 350th St. Ct. East	Roy	WA	98580	253-449-3339
Katherine Arizon & Martin Arizon	20501 NE 245th Ave	Battle Ground	WA	98604	(360) 667-5050
Kimberly Hawkes & Gregory Hawkes	1285 Salix Ln Unit B	Lynden	WA	98264	(435) 994-9126
Keith Martin Fleming & Alexandra Irene Fleming	10609 NE 109th St.	Kirkland	WA	98033	(206) 419-2137
Franklin J. Price & Patricia White	910 104th Pl SE	Everett	WA	98208	(425) 279-5024
Christina Williams & Darin Williams	10 North Wenas Road Ste A	Selah	WA	98942	(509) 717-8008
Amy D. Rhodes & Thomas W. Rhodes	6305 102nd St E	Puyallup	WA	98373	(253) 386-7020
Above It All Travel LLC	26835 156th Pl SE	Covington	WA	98042	(253) 200-9788
Cameron Olson & Shannon Olson	605 2nd St #205	Snohomish	WA	98290	(425) 470-3547
Zebrawood, LLC	400 NW Gilman Blvd Unit 2262	ISSAQUAH	WA	98027	(425) 395-4446
Philip Holcombe	5711 Colby Ave	Everett	WA	98203	(206) 459-6931
Johnna Anzures & Patrick Anzures	41 Plum Tree Lane	Sequim	WA	98382	(360) 301-8218
Big Globe Travel LLC	2809 155th Street SE	Mill Creek	WA	98012	(425) 999-6800
Keri Group	9125 W Pirates Ct	Spokane	WA	99224	(509) 808-8868
Ayanna Brown & Louis Brown	8621 185th Street Ct E	Puyallup	WA	98375	(253) 324-1974
John Galluzzo	6626 113th Place SE	Bellevue	WA	98006	(425) 444-0289
Stephanie S.M. Goodrich	7706 190th Ave East	Bonney Lake	WA	98391	(585) 536-5380

Name	Street	City	State	Zip	Phone
Seas the Trip LLC	19611 139th St. E	Bonney Lake	WA	98391	(253) 433-6868
Michael Jennings Smith	11205 111th Street Southwest	Lakewood	WA	98498	(253) 503-7181
Goodman Performance, LLC	128 State Street #442	Kirkland	WA	98033	(206) 922-2464
VOYAGEUR VENTURES, LLC	10927 Aero Ln SE	Yelm	WA	98597	(360) 489-5576
Travel Pros Group, LLC	W233N3044 Oakmont Ct. Unit B	Pewaukee	WI	53072	(262) 567-7300
Michele P Duquaine	2998 Hwy CC	Slinger	WI	53086	(262) 391-3937
Set Sail 4Fun LLC	W5071 Cherrywood Crt	Sherwood	WI	54169	(920) 560-4775
Driftless Travel LLC	18515 Lund Lane	Eastman	WI	54626	(608) 433-9199
Vacation Anticipation Travels LLC	W260 Vista Dr	Oconomowoc	WI	53066	(262) 468-8752
Willow River Travel, LLC	1104 Willow River Road North	Hudson	WI	54016	715-690-1200
Triple M Travelz LLC	826 126th Ave	New Richmond	WI	54017	715 225-2499
Mark Fritsche & Renee Fritsche	23369 Interbay Ave	Tomah	WI	54660	(608) 387-2955
Karen Bergesen	1044 7th Ave	Grafton	WI	53024	(262) 348-8961
The Travel Nerds, LLC	1256 Capitol Dr. STE 700 #115	Pewaukee	WI	53072	(262) 320-4242
Melissa Affeld & Michael Nicholson	6967 W. Glenbrook Rd.	Milwaukee	WI	53223	(414) 208-4221
A3 Travel Partnership, LLC	9332 S Sherwood Ct	Franklin	WI	53132	(414) 435-2834
Kelly Ripp	2645 20th Avenue	Monroe	WI	53566	(608) 293-2283
Dream Big Travel LLC	934 Charles Ct	Onalaska	WI	54650	(608) 397-1855
Darcie Hodgson	3879 Lark Road	Denmark	WI	54208	(920) 676-3879
Saltwater Gal Travels, LLC	313 Lakeview Drive	Algoma	WI	54201	(920) 559-3525
Megan and Joshua Roberts	1805 El Segundo Avenue	Weston	WI	54476	(715) 907-1270

Name	Street	City	State	Zip	Phone
Kim M. Smith & Randy A. Smith	513 River Drive #112	Mayville	WI	53050	(920) 212-0121
Ken Braasch	6835 W. Mequon Rd #317	Mequon	WI	53092	(608) 516-0427
Oconomowoc Travel L.L.C.	N55W37191 Harvard Street	Oconomowoc	WI	53066	(262) 804-0022
Bee Ready Travel LLC	316 N Milwaukee Street #301	Milwaukee	WI	53202	(414) 249-8995
Cierra Brielle Chesir, Esq.	2461 N 40th St	Milwaukee	WI	53210	(414) 885-5580
David Beach & Ianflor Madela	701 Forest View Dr.	Verona	WI	53593	(608) 497-0850
Travel by Lindsey and Michelle, LLC	6445 N Snowdrift Drive	Appleton	WI	54913	(920) 990-2009
Maier Exotic Travels LLC	600 Eagle Crest Court	Prairie du Sac	WI	53578	(608) 370-6602
Travel Pack Explorers, LLC	330 Meadow Crest Trail	Cottage Grove	WI	53527	(608) 844-8480
Damita Bordeaux Adzaka & Kodjo L. Adzaka	7741 N 59th St	Milwaukee	WI	53223	(312) 833-2890
Joanie L. & James D.Oliverio	26 Pretty View Dr.	Lost Creek	WV	26385	304-844-9599
Susan Daniels	1290 Forman Dr	Morgantown	WV	26508	(304) 212-4715
Sweeney Travel - Dream Vacations	781 N. Branch Hollow Road	Bruceton Mills	WV	26525	(336) 403-1686
Jennifer Jones LLC	25 West Park Avenue	Morgantown	WV	26501	(304) 909-3054
Vacation Smiles LLC	47 Roxie Mae Dr	Bunker Hill	WV	25413	(304) 821-5440
Savvy Sailings, LLC	285 Laplante Road	Independence	WV	26374	(763) 273-4288
Karen & William Pacheco LLC	9131 James Cole Ct	Cheyenne	WY	82009	(307) 772-1224

### Signed but Unopened as of December 31, 2023

Name	Street	City	State	Zip	Phone
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Nai Hua Lamb	5251-C HWY 153 PMB #222	Hixson	TN	37343	(423) 600-9297
Susan Laney Hayes & Troy S. Hayes	4554 N General Court	Florence	AZ	85132	(520) 988-3322

**Exhibit F**  
**to the Franchise Disclosure Document**

**FRANCHISEE OUTLETS TERMINATED, NOT-RENEWED, ETC.**

The following is a list of all franchisees whose franchise agreements were terminated, ceased operating, failed to renew, or transferred their outlets during 2023:

Name	Address	City	State	Zip	Phone
Pauline & Michael Fernandez	105 Larry Worley Drive	Huntsville	AL	35806	(256) 826-8550
Ronna & David Todd	16632 W Alvarado Dr	Goodyear	AZ	85395	(505) 400-4812
April Filaski	1350 S. Ellsworth Rd. Apt #1083	Mesa	AZ	85209	(480) 579-2002
Gwendolyn Davis	7521 N 60th Ave	Glendale	AZ	85301	(928) 224-9260
Deanna Arroyo & Gabriel Arroyo	1628 East Southern Ave Suite 9-255	Tempe	AZ	85282	(602) 684-3504
Nanette Kaduchak	2043 E Southern Ave. Unit D	Tempe	AZ	85282	(480) 999-9939
Adventure and Awe Travel	5318 E 2nd St Suite 147	Long Beach	CA	90803	(562) 433-3841
Kim Soda	391 Alamo Way	Oceanside	CA	92057	(760) 453-2941
Live Your Bliss Travel	1045 Billington Lane	Roseville	CA	95747	(916) 595-2046
Alfonso Aduna	12840 Rosencrans Avenue	Norwalk	CA	90650	(213) 477-4576
Marty Martin	9748 West Taron Dr	Elk Grove	CA	95757	(916) 837-8655
The Leidner Group	56498 Palms Drive	La Quinta	CA	92253	(760) 848-7200
Bill & Barbara Wilson	630 David Circle	Placerville	CA	95667	(530) 919-6367
Robbie Galoso	222 Pacific Coast Highway (10th floor)	El Segundo	CA	90245	(909) 437-7300
Utopia World Travels	5808 Calico Cove Ct	Bakersfield	CA	93306	(661) 348-4204
Hanh Do	5189 S Malta Way	Centennial	CO	80015	(303) 718-6605

Name	Address	City	State	Zip	Phone
Roberta & Joshua Anderson	590 W Highway 105 STE 171	Monument	CO	80132	(719) 345-6200
Cary Duncan	6914 W 3rd Street Unit 13	Greeley	CO	80634	(530) 640-5503
Jenny Anderson	10522 Marion Way	Northglenn	CO	80233	(214) 681-9729
Eric Orndoff & Tracey Mancini	79 Travis Cir.	Colorado Springs	CO	80916	(719) 359-2574
Daisy Ortiz	1407 S. Olathe Way	Aurora	CO	80017	(720) 505-6435
Lisa Balter	35 Red Bluff Rd	East Haven	CT	6513	(203) 823-9656
Joseph Longo	49 Woodpark Dr.	Watertown	CT	6795	(203) 779-0220
Holiday Away Vacations	3200 Kirkwood Highway #1008	Wilmington	DE	19808	(443) 629-0190
Diamonds Vacation Group	151 Nob Hill Road Suite 332	Plantation	FL	33324	(754) 244-4404
Weekend Navigators	5716 Sea Turtle Pl	Apollo Beach	FL	33572	(850) 384-9316
Travel The World and Back	3327 Barbour Trail	Odessa	FL	33556	(727) 807-5076
Dream Vacations	1201 West Cypress Creek Drive Suite 100	Fort Lauderdale	FL	33309	(954) 958-3700
Steven McKone	8174 STONE VIEW DR	Tampa	FL	33647	(813) 536-1009
Nita Bion	1206 SW 51st St	Cape Coral	FL	33914	(651) 484-0466
Travelgenda	1148 Murdock Blvd	Orlando	FL	32825	(321) 604-7066
Sparq Travel	4100 N. Wickham Road Unit 107A-155	Melbourne	FL	32935	(321) 613-8667
Kathy Jarrett	7611 Coastal Hammock Trail	Panama City Beach	FL	32413	(831) 801-2299
Lanford Wilcox & Jake Yatsevich	320 N Peninsula Drive	Daytona Beach	FL	32118	(386) 202-3053
Wild Thyme Travel Excursions	12700 66th Street Apt 1360	Largo	FL	33773	(734) 776-5862

Name	Address	City	State	Zip	Phone
Sepe Travel	2540 Judge Fran Jamieson Way Apt. 2228	Melbourne	FL	32950	(321) 344-4191
Travel By Ilyse	10720 Grande Blvd	West Palm Beach	FL	33412	561-568-1701
Jacob Kowenski	428 Islebay Dr	Apollo Beach	FL	33572	(941) 900-7308
Jake Gutshall & Associates	5024 Emerson Ave S Apt 3	St. Petersburg	FL	33707	(570) 926-7809
Kathleen Stilton	2910 Kerry Forest Pkwy 4D-351	Tallahassee	FL	32309	(850) 893-7300
Downtown Advisors	238 W 11th St	Jacksonville	FL	32206	(410) 861-0781
My Favored Vacations	2639 N. Monroe St Suite A-107	Tallahassee	FL	32303	(904) 560-8222
Sharon Newby	3737 Diamond Oak Way	Zellwood	FL	32798	(407) 309-7447
Beach Access Travel	136 Solano Cay Circle	Ponte Vedra Beach	FL	32082	(904) 806-8994
Peace of Heaven Travel	905 Fox Hollow Way	Marietta	GA	30067	(678) 732-0200
Khyati Patel & Parth Patel	4410 Kirkwell Road	Cumming	GA	30041	(770) 988-6579
Moxie4Travel	2602 Legacy Walk Court	Grayson	GA	30017	(770) 400-9551
Laura Thompson	2626 Harmony Grove Church Road	Dallas	GA	30132	(470) 686-4321
Redd's Travel	2997 Cobb Pkwy Se Unit 725315	Atlanta	GA	31139	(312) 285-5891
Relaxx and Travel	720 E Jackson BLVD	Elkhart	IN	46516	(574) 797-9576
Rob Maciel	570 Kensington Ct.	Valparaiso	IN	46385	(219) 246-7436
Custom Adventure Travel	812 E Lincoln St	Derby	KS	67037	(316) 347-8717
Shannon and Joe Toy	4668 Saron Dr	Lexington	KY	40515	(859) 317-5983
Jamie Murphy	154 Gaither Farm Road	Shepherdsville	KY	40165	(502) 233-0902
Amazing Vacation Getaways	25 Oak Terrace	Dracut	MA	1826	(978) 219-7422
Drew Smith	15734 S Park Ave	Eastpointe	MI	48021	(313) 418-1033

Name	Address	City	State	Zip	Phone
Superior Travel Agency	3224 Edgewood Ave N	Crystal	MN	55427	(612) 584-2771
Team Dobbs Travel	2425 NW Leann Dr.	Blue Springs	MO	64014	(816) 427-1012
Holly Woodard & Associates	1032 Altice Drive	Raleigh	NC	27603	(919) 779-3497
Deck 9 Travel	1520 Nash St N	Wilson	NC	27893	(252) 220-9919
Rahul Dewan	11719 Elizabeth Madison Ct	Charlotte	NC	28277	(401) 258-2364
Discover Luxe Travel	6309 Ridgemount St.	Wake Forest	NC	27587	(919) 634-5309
Patrice Ames	8812 Park Rd Apt C	Charlotte	NC	28210	(434) 771-2275
Ivy Honeycutt	325 McGill Road NW Suite 520	Concord	NC	28027	(704) 287-6073
Melodie Dichito	12044 Humboldt Drive	Charlotte	NC	28277	(704) 236-7578
ARB Vacations	178 Lippard Springs Circle	Statesville	NC	28677	(980) 434-2090
Lucy M. Chesna	17B Lenny Lane	Hudson	NH	3051	(978) 987-4248
Keith Wittstock	100 Aura Road Suite 100 A	Clayton	NJ	8312	(856) 287-5507
Stefanie Burns & Laura Steponick	4901 Harbor Beach Blvd, S-8	Brigantine	NJ	8203	(609) 440-0050
Shawn Williams and JoLyn Hartman	225 Hillcrest Lane	Blackwood	NJ	8012	(215) 431-0429
CRUISE FERIER	Ole Jullums Gate 8A	Kristiansund	NO	6510	-36504
Richard & Renee' Brodeen ACC	10275 Maggira Place	Las Vegas	NV	89135	(702) 586-9570
Eva & Kevin Hamilton	6815 W Torino Ave	Las Vegas	NV	89139	(702) 242-0632
Christine Mash & Andrea Leevey	3881 Trapani Pl	Las Vegas	NV	89141	(702) 219-1508
Kathy Eng	35 Mildred Parkway	New Rochelle	NY	10804	(914) 235-0431
Glenn and Andrea Pleeter	8 Collaberg Road	Stony Point	NY	10980	(845)558-9128
Voyage Sapphire	2754 Kulp Rd	Eden	NY	14057	(716) 575-7242

Name	Address	City	State	Zip	Phone
Kayte Jo McIntosh	4 Elizabeth Street	Naples	NY	14512	(585) 648-6418
Michael Wittenberg	22 Verbena Ave	Floral Park	NY	11001	(516) 761-1098
Letecia L. Bates	62 McCarthy Road	Dover Plains	NY	12522	(914) 263-7445
Diana Rush	10 John Street	Selden	NY	11784	(631) 988-8832
Nancy Sventoraitis	303 Wicks Avenue	North Babylon	NY	11703	(631) 608-1512
Justin & Dusty Terrill	203 Duane Ln	Wadsworth	OH	44281	(330) 590-9063
Toni & Mike Laws	1832 NW 56th St	Oklahoma City	OK	73118	(405) 249-5922
Adam Reese	6340 Kingsbridge Dr	Oklahoma City	OK	73162	(214) 682-5829
Ronald & Julie Joubert	1146 S 7th St	Cottage Grove	OR	97424	(541) 623-2132
Jay & Robin Searle	834 Redwood Avenue	Wyomissing	PA	19610	(610) 750-9132
Francisco De La Pena	36 Turf Road	Levittown	PA	19056	(267) 838-9595
Ken Losch-Tostanowski	136 Bellevue Avenue	Ephrata	PA	17522	(717) 725-5636
James Aigner	Two Bala Plaza, Suite 300	Bala Cynwyd	PA	19004	(215) 792-6938
Tammy Milletary	401 Longleaf Dr	Venetia	PA	15367	(412) 680-2557
Samantha Fry	118 North Main Street	Coudersport	PA	16915	(814) 647-1334
Jeff Smith & Brian Ebersole	219 N. Main Ave. #116	Scranton	PA	18504	(570) 221-9905
Jennifer A. Bachman	119 S Sheridan Rd	Newmanstown	PA	17073	(610) 589-6183
Nancy Rudy & Linnea Rudy	201 Scarborough Lane	Millersville	PA	17551	(717) 871-0574
Travel Come True	637 Griffin St	Pittsburgh	PA	15211	(412) 880-3454
Colleen Foster	1270 Polo Road Apt 1215	Columbia	SC	29223	(803) 661-8678
Robert Bosselman	66 Point West Drive	Bluffton	SC	29910	(843) 304-1469
Julie Yeysin	445 Slate Dr	Boiling Springs	SC	29316	(864) 308-6278
Trevon Pack	464 Truman Drive	Goose Creek	SC	29445	(843) 801-0087
Darla Erb	3300 S. Judy Ave.	Sioux Falls	SD	57103	(605) 400-4243

Name	Address	City	State	Zip	Phone
Seashore Getaways	350 Farley Gap Rd	Pikeville	TN	37367	(423) 451-9359
Holbrook and Associates	25526 Veining Way	San Antonio	TX	78261	(254) 449-3332
Gregory Asaf	18411 Harlow Dr	Tomball	TX	77377	(713) 252-4386
Vicki & Theodore Odom	2627 Deerwood Heights Ln	Manvel	TX	77578	(346) 253-8877
Melissa Mallon	9844 Cypresswood Dr	Houston	TX	77070	(281) 804-6041
The Getaway Team	2548 Playa Del Mar Dr	Little Elm	TX	75068	(281) 673-8647
Traveling Grace Vacations	12712 W Lake Houston Pkwy Suite B, Ste 510- 191	Houston	TX	77044	(281) 581-0177
Teresa Valdez	6024 Lehman Way	Austin	TX	78747	(512) 861-5925
Jennifer Nelson	15943 Kings Cypress Ln	Cypress	TX	77429	(832) 925-9508
Lucinda Belden & Associates	2105 Statler Drive	Carrollton	TX	75007	(972) 395-5263
Trip and Cruises	31719 Harmony Heights Lane	Hockley	TX	77447	(346) 202-5362
Double T Travels	2706 Barronwood Dr.	Bryan	TX	77807	(254) 644-6940
Infinity Travel Planner	5850 Four Seasons Lane	McKinney	TX	75071	(972) 886-8166
Vacation Outfitters Team	2204 Mattie Circle	Copperas Cove	TX	76522	(254) 577-4303
JC Family Travel	15230 Sunset Trail	Conroe	TX	77384	(936) 270-0170
Mike Knuckles	3114 San Saba Ct	Rockwall	TX	75032	(972) 200-7240
Be Royal Vacations	13613 Ave W	Lubbock	TX	79423	(817) 422-0461
Caro Elite Travel	5470 Garden Cir	Granbury	TX	76049	(682) 260-0360
DTR Travels	8820 Westheimer Road Apt 1108	Houston	TX	77063	(713) 396-0160
Tacy Christensen	985 West Utah Ave. T1	Hildale	UT	84784	(435) 214-2900
Temple & Brenda Porter	157 Briarherst Drive	Amherst	VA	24521	(434) 266-9667

Name	Address	City	State	Zip	Phone
Stephanie & Brian Kreiter	31 Jefferson Dr	Palmyra	VA	22963	(434) 589-6648
Andrew Schaub & Jessica Schaub	20067 Camp Road	Culpeper	VA	22701	(931) 691-0463
Sylvere Bernard	25316 113th Ave SE	Kent	WA	98030	(253) 349-0332
Jamil Adams	1455 NW Leary Way	Seattle	WA	98107	(206) 802-5858
Richard & Diane Irvin	17020 N Greenbluff Rd	Colbert	WA	99005	(360) 560-6780
Cara Tohannie	2902 88th St NE	Tulalip	WA	98271	(360) 716-9270
Wendy Denny	515 102nd Ave SE #201	Bellevue	WA	98004	(425) 961-0330
Jr. and Jennifer Bader	103 Terri Ln	Elroy	WI	53929	(608) 462-3054
Olson & Associates	16880 W Sundown Ct	New Berlin	WI	53151	(262) 679-1216
Jennifer Maynard	840 Blake Hollow Rd	Mount Hope	WV	25880	(304) 877-9140
Sean Casey & Judy Samuelson	80 Magnolia Street	Casper	WY	82604	(307) 259-2775

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

**Exhibit G**  
**to the Franchise Disclosure Document**

**FRANCHISEE QUESTIONNAIRE**

# CruiseOne, Inc.

## FRANCHISEE QUESTIONNAIRE

Do not sign this questionnaire if you are a resident of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin, or the business is to be operated in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin.

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

### Questions

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Have all blanks in the Franchise Agreement, all related agreements (including but not limited to the agreements listed above), each attachment (if any), and all inserts and changes (if any) been completed and delivered to you in final form at least 14 calendar days before you signed them?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

12. Has any employee or other person speaking on behalf of CruiseOne, Inc. made any other written or oral statement, promise or agreement relating to your CruiseOne/Dream Vacations franchise that is contrary to, or different from, the information contained in your Franchise Disclosure Document or Franchise Agreement?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. If you have answered "Yes" to any of questions 8 through 12, please provide a full

explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of questions 8 through 12, please leave the following lines blank.

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**Acknowledgments**

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

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

No statement, questionnaire, or acknowledgement 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.

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature above

**Schedule 1 to the Franchise Disclosure Document**

**STATE SPECIFIC DISCLOSURES**

(Attached as required.)

**CRUISEONE, INC.**  
**CALIFORNIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

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

**Registration does not constitute approval, recommendation or endorsement by the commissioner of the Department of Financial Protection and Innovation.**

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

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

2. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside of the State of California.
3. The franchise agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.
4. Item 6 of the Franchise Disclosure Document is hereby revised to note that the highest interest rate allowed in California is 10%.
5. The following paragraphs are added at the end of Item 17 of the disclosure document:

A. Termination and Non-Renewal:

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

B. Post Termination Non-Competition Covenants:

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

C. Liquidated Damages Provision:

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

D. Termination upon Insolvency, Bankruptcy or Reorganization:

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

E. Material Modifications:

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

6. Our website has not been reviewed or approved by the California Department Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at [www.dfpi.ca.gov](http://www.dfpi.ca.gov).
7. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
8. Spousal liability: Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
9. No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**  
**CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF CALIFORNIA ARE HEREBY AMENDED AS FOLLOWS:**

1. Section 31125 of the California Corporation Code requires the Franchisor to give you a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.
2. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
3. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec 101 et seq.).
4. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This may not be enforceable under California law.
5. The Franchise Agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.
6. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

**CRUISEONE, INC.**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CRUISEONE, INC.**  
**HAWAII ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

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

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

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

No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**  
**HAWAII ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF HAWAII ARE HEREBY AMENDED AS FOLLOWS:**

1. No release language set forth in the Franchise Agreement shall relieve the franchisor or any other party, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.
  
2. The Franchise Agreement is hereby supplemented with the following provision:

Hawaii Law. Pursuant to Section 482E-6(3) of the Hawaii Revised Statutes, for so long as such statute remains in effect and so provides, upon termination or refusal to renew the franchise, Franchisee shall be compensated for the fair market value, at the time of termination or expiration of the franchise, of Franchisee's inventory, supplies, materials and furnishings purchased from the Franchisor or a supplier designated by the Franchisor, exclusive of personalized materials which have no value to the Franchisor. If the Franchisor refuses to renew a franchise for the purpose of converting the franchised business to one owned by the Franchisor, the Franchisor, in addition to the remedies provided in this paragraph, shall compensate Franchisee for the loss of goodwill. The Franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, materials and furnishings pursuant to this paragraph, and may offset from such compensation any moneys due to the Franchisor.
  
3. No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CRUISEONE, INC.**  
**ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. Section 705/1 through 705/44 the Franchise Disclosure Document for use in the State of Illinois shall be amended as follows:

The following are revisions to Item 17 of the disclosure document:

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

~~With respect to any agreement executed and operational in the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority of the Illinois Franchise Disclosure Act or other applicable Illinois law.~~

Illinois law governs the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside of Illinois is void. However, a franchise agreement may provide for mediation in a venue outside of Illinois.

~~Any releases and/or waivers that we require you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that “, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this the Illinois Franchise Disclosure Act or any other law of this State Illinois is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.”~~

No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**  
**ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF ILLINOIS ARE HEREBY AMENDED AS FOLLOWS:**

1. Section 4.1 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of Illinois is void."
2. Your rights upon termination and non-renewal are set forth in Sections 19 and 20 fo the Illinois Francise Disclosure Act.
- ~~3. With respect to any agreement executed and operational in the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority of the Illinois Franchise Disclosure Act or other applicable Illinois law.~~
3. Illinois law governs the Franchise Agreement.
4. 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 Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
5. No statement, questionnaire, or acknowledgement 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.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**CRUISEONE, INC.**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed:

**CRUISEONE, INC.**  
**INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF INDIANA ARE HEREBY AMENDED AS FOLLOWS:**

1. Any Franchise Agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any franchisee to institute a civil action or initiate proceedings within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in the Franchise Agreement.
2. In compliance with Indiana Code section 23-2-2.7-1(9), any provisions in the Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be limited to a geographic area not greater than the territory granted in the Franchise Agreement and shall be construed in accordance with Indiana Code section 23-2-2.7-1(9).
3. Indiana Code section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.
4. Indiana Code section 23-2.2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable. To the extent that any provision of the Franchise Agreement conflicts with Indiana Code section 23-2-2.7-1 (10), Indiana law will control.
5. Indiana Code sections 23-2-2.7-1 (1) and 23-2-2.5-30 impose different time limitations for litigation brought for breach of the Agreement or violation of Indiana law in connection with the Agreement. To the extent that any provision of the Agreement conflicts with Indiana law, Indiana law will control.
6. In compliance with Indiana Code section 23-2-2.7-1 (10), any inference contained in the Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief shall, when applicable to a Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted, understood to mean and replaced with the words "may seek."
7. Indiana Code sections 23-2-2.5 and 23-2-2.7 supersede the choice of law clauses of the Franchise Agreement.
8. Indiana Code section 23-2.2.7-1 makes it unlawful for a franchisor to terminate a franchise without good cause or to refuse to renew a franchise on bad faith.

- 9. In compliance with Indiana Code section 23-2-2.7-1 (5), any requirement that the Franchisee must execute a release upon termination of the Franchise Agreement shall not be mandatory and is hereby made discretionary. However, Franchisee shall execute all other documents necessary to fully rescind all agreements between the parties.
- 10. No statement, questionnaire, or acknowledgement 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.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**CRUISEONE, INC.**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name:  
\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CRUISEONE, INC.**  
**MARYLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

Item 17 of the disclosure document shall be amended as follows:

The general release required as a condition of the renewal, sale, and/or assignment/transfer of an existing franchise by a franchisee shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires the franchisor to file an irrevocable consent to be sued in Maryland. Accordingly, the Summary of the Choice of Forum (provision (v.)) is amended to provide that you may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction within the State of Maryland.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Termination upon bankruptcy may not be enforceable under Federal Bankruptcy Law, 11 U.S.C. Section 101 et seq.

No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**  
**MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT**

**THE FRANCHISE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED AND INCORPORATED IS HEREBY AMENDED AS FOLLOWS:**

1. Despite anything to the contrary contained in the Franchise Agreement, the general release required as a condition of the renewal, sale, and/or assignment/transfer of an existing franchise by a franchisee shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. Despite the provisions of Section 18, the Franchisee may sue in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
5. Provisions in the Franchise Agreement providing for termination upon bankruptcy of the Franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. § 101 et seq.).

**~~THE FRANCHISEE QUESTIONNAIRE AND THE ACKNOWLEDGMENTS IS HEREBY AMENDED AS FOLLOWS:~~**

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgement 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.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**CRUISEONE, INC.**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name:  
\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CRUISEONE, INC.**  
**MICHIGAN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

**NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF MICHIGAN**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES FOUND IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

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

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

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

(D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (1) the term of the franchise is less than 5 years and (2) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of the franchisor's intent not to renew the franchise.

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

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

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

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

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

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

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

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

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

No statement, questionnaire, or acknowledgement 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.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE ADDRESSED TO:  
DEPARTMENT OF ATTORNEY GENERAL  
CONSUMER PROTECTION DIVISION  
670 LAW BUILDING, 525 W. OTTAWA STREET  
LANSING, MICHIGAN 48913  
Telephone (517) 373-7117

**CRUISEONE, INC.**  
**MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

**NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF MINNESOTA**

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80c. 14, subsections 3, 4 and 5 which require, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement or Area Development Agreement.

Notwithstanding anything to the contrary in the Franchise Agreement or Area Development Agreement, pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchisor is prohibited from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Notwithstanding anything contained in the Franchise Agreement or Area Development Agreement to the contrary, the Franchisor shall protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes, symbols, and other commercial symbols belonging to the Franchisor and which the Franchisee has been permitted to use under the Franchise Agreement or Area Development Agreement.

No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**  
**MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF MINNESOTA ARE HEREBY AMENDED AS FOLLOWS:**

1. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring Franchisee to consent to liquidated damages.
2. Notwithstanding anything contained in the Franchise Agreement to the contrary, the Franchisor shall protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes, symbols, and other commercial symbols belonging to the Franchisor and which the Franchisee has been permitted to use under the Franchise Agreement.
3. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80c. 14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.
4. Any reference contained in the Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief, or any imputation that the Franchisee can waive any rights under any law shall, in any Franchise Agreement entered into in the State of Minnesota be deleted and replaced with the words, "may seek."
5. Notwithstanding anything to the contrary in the Franchise Agreement, pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchisor is prohibited from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
6. Minn. Rule 2860.4400J prohibits Franchisor from requiring a waiver of a jury trial.
7. With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Rule 2860.4400D which prohibits Franchisor from requiring Franchisee to assent to a general release as a requirement to renew or extend the term of the Franchise Agreement.

No statement, questionnaire, or acknowledgement 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.

The undersigned agree and acknowledge that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**CRUISEONE, INC.**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CRUISEONE, INC.**  
**NEW YORK ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise,

securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.
5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**  
**NEW YORK ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF NEW YORK ARE HEREBY AMENDED AS FOLLOWS:**

1. The foregoing choice of law should not be considered a waiver of any right conferred upon Franchisor or upon Franchisee by the General Business Law of the State of New York, Article 33.
2. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695, may not be enforceable.
3. No statement, questionnaire, or acknowledgement 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.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**CRUISEONE, INC.**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CRUISEONE, INC.**  
**NORTH DAKOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

For franchises subject to the North Dakota Franchise Investment Law, the following information supersedes on supplements, as the case maybe, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document.

1. Item 17 is amended by the addition of the following language to the original language that appears therein;
  - (a) Covenants not to compete upon termination or expiration of an Franchise Agreement are generally unenforceable in North Dakota, except in certain instances as provides by law.
  - (b) Any provision in the Franchise Agreement which designates jurisdiction or venue or requires a franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota. As such, each provision providing that the jurisdiction or venue is outside of North Dakota is deleted.
  - (c) Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
  - (d) Any provision requiring a franchisee to sign a general release upon renewal of the Franchise Agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
  - (e) Any provision in the Franchise Agreement requiring a franchisee to agree to the mediation of disputes at a location that is remote from the site of a franchisee's business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, the site of mediation or litigation will be agreeable to all parties and may not be remote from a franchisee's place of business.
  - (f) Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the North Dakota Franchise Investment Law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is

unfair to franchise investors to require them to waive their rights under North Dakota Law. As such, any provision in the Franchise Agreement that requires a franchisee to waive those substantive rights shall be void.

- (g) Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. As such, the Franchise Agreement shall be governed by North Dakota law.
- (h) Any provision in the Franchise Agreement requiring an FRANCHISEE to consent to termination or liquidated damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
- (i) Any provision in the Franchise Agreement or Area Development Agreement requiring a franchisee to consent to a waiver of exemplary and punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**  
**NORTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT**

1. The following sentence is added to the end of Section 10:

The release required by this Section will not apply to any claim you may have under the North Dakota Franchise Investment Law.

2. The following sentence is added to the end of Section 13:

If any of the above provisions in this section concerning restrictions on competition are inconsistent with the North Dakota Franchise Investment Law or the Rules and Regulations promulgated thereunder, then the North Dakota laws shall apply.

3. The following sentence is added to the end of Sections 12.7 and 13:

North Dakota law prohibits us from requiring you to consent to pay liquidated damages.

4. The following sentence is added to the end of Sections 15, 18.9, and 18.11:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to mediation outside of North Dakota, consent to jurisdiction of courts outside North Dakota, consent to the application of laws of a state other than North Dakota, or consent to a waiver of trial by jury is void.

5. The following sentence is added to the end of Section 18.10:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to a waiver of exemplary and punitive damages is void.

6. The following sentence is added to the end of Section 10.2:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to sign a general release upon renewal or transfer of the Franchise Agreement is void.

7. No statement, questionnaire, or acknowledgement 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.

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**CRUISEONE, INC.**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CRUISEONE, INC.**  
**RHODE ISLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

For franchises and franchisees subject to the Rhode Island statutes and regulations, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document.

Item 17:

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in the franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**  
**RHODE ISLAND ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF RHODE ISLAND ARE HEREBY AMENDED AS FOLLOWS:**

1. Pursuant to the Rhode Island Franchise Investment Act, the choice of jurisdiction and venue provisions of this Franchise Agreement shall be governed by Section 19-28.1-14 of the Act.
2. Pursuant to Section 19-28.1-15 of the Act, any condition, stipulation or provision in this Franchise Agreement requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgment, provision, disclaimer or integration clause or a provision having a similar effect in the Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.
3. No statement, questionnaire, or acknowledgement 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.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**CRUISEONE, INC.**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CRUISEONE, INC.**  
**SOUTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT**

1. Neither the franchisor nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the 10-year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.
2. Although the Franchise Agreement requires all arbitration proceedings to be held where the American Arbitration Association designates, the site of any arbitration started pursuant to the Franchise Agreement will be at a site mutually agreed upon by you and us.
3. We may not terminate the Franchise Agreement for a breach, for failure to meet performance and quality standards and/or for failure to make royalty payments unless you receive thirty (30) days prior written notice from us and you are provided with an opportunity to cure the defaults. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.
4. The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern; but as to contractual and all other matters, the Franchise Agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of Florida.
5. Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.
6. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.
7. No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FRANCHISEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CRUISEONE, INC.**  
**VIRGINIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**  
**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

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

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

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

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

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

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

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

No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**  
**WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT,**  
**QUESTIONNAIRE, AND RELATED AGREEMENTS**

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

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

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

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

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

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

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

No statement, questionnaire, or acknowledgement 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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
FRANCHISOR

\_\_\_\_\_  
FRANCHISEE

**CRUISEONE, INC.**  
**WISCONSIN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

**NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF WISCONSIN**

IN THE STATE OF WISCONSIN CHAPTER 135 OF THE WISCONSIN FAIR DEALERSHIP LAW GOVERNS THIS AGREEMENT. YOU MAY WANT TO REVIEW THIS LAW.

For franchises and franchisees subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document.

Item 17:

For Wisconsin Franchisees, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and Franchisee inconsistent with the Law.

No statement, questionnaire, or acknowledgement 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.

**CRUISEONE, INC.**  
**WISCONSIN ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WISCONSIN ARE HEREBY AMENDED AS FOLLOWS:**

The Franchisor and Franchisee hereby acknowledge that the Franchise Agreement shall be governed by The Wisconsin Fair Dealership Law (Wisconsin Statutes, 1979-1980, Title XIV-A, Chapter 135, Sections 135.01 through 135.07) which makes it unlawful for a franchisor to terminate, cancel or fail to renew a franchise without good cause, as well as providing other protections and rights to franchisees. To the extent anything in the Franchise Agreement is contrary to the laws in the State of Wisconsin, said laws shall prevail.

No statement, questionnaire, or acknowledgement 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.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**CRUISEONE, INC.**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## Schedule 2 to the Franchise Disclosure Document

### STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	Pending
Florida	Effective
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Effective
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Utah	Effective
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**Schedule 3 to the Franchise Disclosure Document**

**RECEIPT PAGES**

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If CruiseOne offers you a franchise, CruiseOne must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If CruiseOne does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, the Florida Division of Consumer Affairs, Tallahassee, Florida, or the authorized state administrator listed in Exhibit D.

Franchise Seller(s): Deborah M. Fiorino, Drew Daly, Joelle Delva, Natalie Loza, , Milton Dunlop, Mary C. Antoine, Lynda Webster, Kacee Vojdani, Sheri Carter, Michael McNamara, and Christopher Azamar @ CruiseOne, Inc., 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, FL 33309-1955, (954) 958- 3700.

CruiseOne's agent in this state authorized to receive service of process is listed in Exhibit D.  
Issuance date: March 29, 2024.

I received a disclosure document dated March 29, 2024, that included the following Exhibits:

- A - Franchise Agreement
- B - Table of Contents-Operations Manual
- C - Financial Statements
- D - State Administrators/Agents for Service of Process
- E - List of Current Franchisee Outlets and Franchisees Signed but Not Operational as of FYE
- F - List of Franchisee Outlets Terminated, Not-Renewed, Etc.
- G - Franchisee Questionnaire
- Schedule
  - 1 – State Specific Disclosures
  - 2 – State Effective Dates
  - 3 – Receipt Pages

Date: \_\_\_\_\_

Your name (please print): \_\_\_\_\_

Your signature: \_\_\_\_\_

You should return one copy of the signed receipt either by signing, dating, and (1) sending it electronically through AdobeSign; (2) mailing it to CruiseOne, Inc. 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, FL 33309-1955; or (3) emailing (as an attachment) a copy of the signed receipt to Contract Administration; or contractadministration@wth.com. You may keep the second copy for your records.

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If CruiseOne offers you a franchise, CruiseOne must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If CruiseOne does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, the Florida Division of Consumer Affairs, Tallahassee, Florida, or the authorized state administrator listed in Exhibit D.

Franchise Seller(s): Deborah M. Fiorino, Drew Daly, Joelle Delva Natalie Loza, , Milton Dunlop, Mary C. Antoine, Lynda Webster, Kacee Vojdani, Sheri Carter, Michael McNamara and Christopher Azamar @ CruiseOne, Inc., 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, FL 33309-1955, (954) 958- 3700.

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  - 1 – State Specific Disclosures
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  - 3 – Receipt Pages

Date: \_\_\_\_\_

Your name (please print): \_\_\_\_\_

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