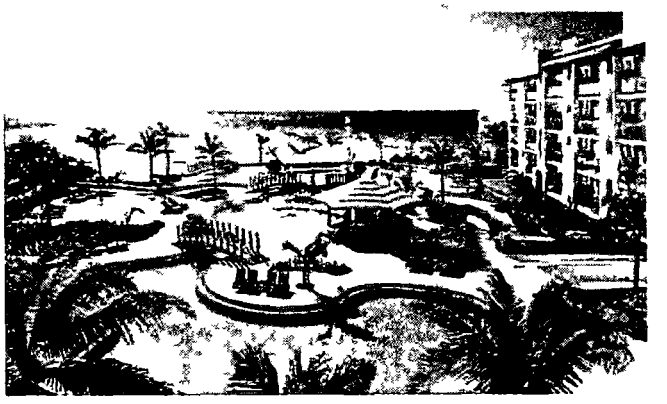
Dream Vacations℠ Start Here
A CRUISEONE COMPANY

CRUISEONE®
Dream Vacations Start Here



Franchise DISCLOSURE DOCUMENT

WORLD'S LARGEST CRUISE AGENCY

WORLD TRAVEL HOLDINGS

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CRUISEONE

FRANCHISE DISCLOSURE DOCUMENT

CRUISEONE, INC

(a Florida Corporation)

1201 W Cypress Creek Rd, Suite 100 Ft Lauderdale, Florida 33309-1955 (954) 958-3700
E-Mail Address franchise@cruiseone com www cruiseonefranchise com

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

The total investment necessary to begin operating a franchise is $3,245 to $21,850 This includes $495 to $9,800 that must be paid to the franchisor or affiliate This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English Read this disclosure document and all accompanying agreements carefully You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale Note, however, that no governmental agency has verified the information contained in this document

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

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

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

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

Issuance Date April 19, 2017, as amended June 19, 2017

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STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit D for information about the franchisor, or about franchising in your state

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

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US, AT OUR OPTION, BY MEDIATION OR LITIGATION ONLY IN BROWARD COUNTY, 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 US IN FLORIDA THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT IT IS GOVERNED BY FLORIDA LAW, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 WE REQUIRE THE FRANCHISEE'S OWNERS TO EXECUTE A PERSONAL GUARANTY MAKING THEM JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISEE UNDER THE FRANCHISE AGREEMENT THIS PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER AT RISK

4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise Any franchise broker or referral source is our agent and represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise

[Effective Dates for this Franchise Disclosure Document are Listed on the Following Page]

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STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington and Wisconsin This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

STATE	EFFECTIVE DATE
California	Pending
Florida	October 1, 2016
Hawaii	Pending
Illinois	Pending
Indiana	April 28, 2017
Kentucky	Effective (one-time filing)
Maryland	Pending
Michigan	June 11, 2017
Minnesota	Pending
Nebraska	Effective (one-time filing)
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	April 28, 2017
Texas	Effective (one-time filing)
Utah	August 28, 2016
Virginia	Pending
Washington	Pending
Wisconsin	Pending

In all the other states, the effective date of this Franchise Disclosure Document is the issuance date of April 19, 2017, as amended June 19, 2017

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Franchise Disclosure Document

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 defined

Franchisor's Corporate Information

CruiseOne is a Florida corporation that was organized on July 16, 1992, and 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, whose principal office address is 100 Fordham Road, Building C, 2nd Floor, Wilmington, MA 01887 WTH owns a number of other travel service-related companies None of them do business as ***CruiseOne***, nor 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

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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, you can offer specialized cruise expertise and customer service You may operate the Franchised Business only as a cruise and vacation-travel sales business You may not operate the Franchised Business as a full-service ARC appointed travel agency or perform wholesale travel services or act as a consolidator

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

CruiseOne allocates its franchisees to one of three levels, which have different rights and obligations 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 seeking vacation cruises and related travel packages

Competition

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

Industry Regulations

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

Some states have laws regulating certain sellers of travel If the state where your Franchised Business is located has any such law, we will obtain a "seller of travel" license for that state, under which you may operate You must obtain and pay for, however, any additional licenses, permits, and payments needed to lawfully operate the Franchised Business

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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

You will also be subject to laws or regulations that are not specific to the travel industry, but applicable to businesses in general You are solely 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 **CLIA** (Cruise Line International Association) and/or **IATA** (International Air Transportation Association) 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 World Travel Holdings, Inc , in Melville, New York, 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 World Travel Holdings, Inc , in Melville, New York, a position he has held since January 2005

Senior Vice President Deborah M Fiorino
Deborah M Fiorino has been our Senior Vice President since March 2014, at our offices in Ft Lauderdale, Florida Ms Fiorino is currently the Senior Vice President of Human Resources of World Travel Holdings, Inc , in Wilmington, MA, a position she has held since December 2002

Vice President of Sales and Marketing Rosemarie Reed
Ms Reed has been our Vice President of Sales and Marketing since July 2016, and previously served as our Vice President of Marketing from August 2014 to July 2016, at our offices in Ft Lauderdale, Florida From August 2010 to August 2014, she was the Director of Marketing for World Travel Holdings, Inc , in Ft Lauderdale, Florida

Vice President of Operations Joelle Delva
Ms Delva has been our Vice President of Operations since June 2002, at our offices in Ft Lauderdale,

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Florida

Vice President of Information Technology Sandra Szalay
Ms Szalay has been our Vice President of Information Technology since November 2003, at our offices in Ft Lauderdale, Florida

General Manager of Network Engagement & Performance Drew Daly
Mr Daly has been our General Manager of Network Engagement & Performance since August 2014, at our offices in Ft Lauderdale, Florida From September 2009 until August 2014, Mr Daly was our Vice President of Sales Performance at our offices in Ft Lauderdale, Florida From August 2009 through August 2014, he was responsible for Business Development and Training, at our offices in Ft Lauderdale, Florida

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 level 1, 2, or 3 franchisee Your level is designated on Schedule 3 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 level 1 franchisee, your Initial Franchise Fee is $9,800
- If you are a level 2 franchisee, your Initial Franchise Fee is $3,195
- If you are a level 3 franchisee, your Initial Franchise Fee is $495

If you are a level 1 franchisee who has served or is serving in any branch of the United States military and can provide satisfactory proof of service, you may qualify for a 20% discount of your Initial Franchise Fee If you are a level 1 franchisee, you may qualify for a 10% discount of your Initial Franchise Fee 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

Our determination of what level franchisee you are is based on your prior experience in the travel industry (including the amount of your commissionable departed revenues in the 12 months before you submit your franchise application)

- Level 1 franchisees need no prior experience in the cruise industry or if they have experience,

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have less than $100,000 annual commissionable departed revenues (which need not be verified)

- Level 2 franchisees must have verifiable annual commissionable departed revenues of $100,000 to $199,999 and have a current CLIA or IATAN card
- Level 3 franchisees must have verifiable annual commissionable departed revenues of $200,000 or more and have a current CLIA or IATAN card

We may finance the Initial Franchise Fee for qualified level 1 franchisees If you qualify, you must pay $3,500 toward the Initial Franchise Fee, and enter into a promissory note for the balance, when you sign the Franchise Agreement If you are an entity and not an individual, your owners must personally guaranty the note The note and guaranty are described in Item 10

We may periodically offer reductions or rebates of our Initial Franchise Fee If we do, they will be based on minimum performance commitments you must make or other criteria we deem appropriate The Initial Franchise Fee is deemed fully earned and non-refundable upon payment

All replacement Managers and all sales associates must satisfactorily complete Mandatory Initial Training, for which you must pay us our then-current training fee, which is currently $495 This training may be provided by way of the Internet You must pay these fees before training, and they are uniformly imposed and non-refundable

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ITEM 6 OTHER FEES

OTHER FEES [1], [2], [3]

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee	The Royalty Fee is a percentage of your Annual Commissionable Sales[4] (excluding those relating to travel insurance) not exceeding $22,500 (the ***Annual Royalty Fee Cap***")[5] 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 more than 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)	When we receive payment from cruise line and travel providers, we deduct this fee from your commission	You pay us a continuing non refundable royalty (the "***Royalty Fee***") on Annual Commissionable Sales We automatically deduct the Royalty Fee from payments we receive from travel providers as a result of your bookings
Travel Insurance Royalty Fee	3% of all Annual Commissionable Sales relating to travel insurance, (the ***Travel Insurance Revenues***")	When we receive payment from insurer, we deduct this fee from your commission	You also pay us a royalty on travel insurance (the "***Insurance Royalty Fee***") you sell The Insurance Royalty Fee is not subject to the Annual Royalty Fee Cap, even though the Annual Commissionable Sales to which they relate are counted toward the Annual Royalty Fee Cap Consequently, you must continue to pay Insurance Royalty Fees on Travel Insurance Revenues earned after the Annual Royalty Fee Cap is reached We may increase the Insurance Royalty Fee to reflect changes in our commission arrangements with insurance providers

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Administrative Service Fee	$25 to $150 monthly[6]	Beginning on the 1st day of the 4th calendar month following your training (but in no event more than 150 days after the Effective Date of your Franchise Agreement)	You must pay us a monthly administrative service fee (the "***Service Fee***") The Service Fee is calculated based on Departed Commissionable Sales and resets on each anniversary of the Effective Date, and currently includes full access to all technology services including MyCruiseControl, Cruise Fare Watch, company intranet, consumer website with your domain name, domain name re directs, if applicable, unlimited company cruise websites, unlimited member cruise websites, full use of all brand logos, unlimited associates, background checks on all initial partners and associates, and full access to all support and training
Marketing Contribution	0 25% of your Annual Commissionable Sales (not to exceed $1,000)	The fee is deducted quarterly from your commission based on departed revenues	We deposit your contribution into a special marketing account You can then use this contribution towards the purchase of headquarter developed marketing materials, marketing services, or enrollment in certain marketing programs or local marketing and advertising Additional local marketing is recommended
Minimum Annual Commissionable Sales Fee (Level 2 & Level 3 Franchises ONLY)	If we change you from a Level 3 to a Level 1 franchisee, $9,305 If we change you from a Level 3 to Level 2 franchisee, $2,700 If we change you from a Level 2 to a Level 1 franchisee, $6,605	On demand, but no later than 30 days following the end of your first Contract Year	If you sign your Franchise Agreement as a Level 3 franchisee and, as of the end of your first Contract Year, your Annual Commissionable Sales are less than $100,000, we may change you from a Level 3 to a Level 1 franchisee and may require you to pay a fee equal to $9,305 If you sign your Franchise Agreement as a Level 3 franchisee and, as of the end of your first Contract Year, your Annual Commissionable Sales are $100,000 to $199,999, we may change you from a Level 3 to a Level 2 franchisee and may require you to pay a fee equal to $2,700 If you sign your Franchise Agreement as a Level 2 franchisee and, as of the end of your first Contract Year, your Annual Commissionable Sales are less than $100,000, we may change you from a Level 2 to a Level 1 franchisee and may require you to pay a fee equal to $6,605 These fees do not apply after your first Contract Year

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Insufficient Funds, Checks and Refused Credit Card Charge Fees	An amount equal to (a) $29, plus (b) a fee equal to (I) the charges imposed on us by our bank in connection with a returned check, if applicable or (ii) any chargeback to which we are subject as a result of your customer s failing to pay any credit card charge	On demand	You must pay us these amounts each time (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
Sales Associate and Replacement Manager Training Fee	$495 (subject to change)	Before Mandatory Initial Training begins	Sales Associates and any replacement Manager must complete Mandatory Initial Training You must pay for the costs and expenses associated with training, including the then standard training fee we charge for Mandatory Initial Training, as well as travel, lodging, and meal expenses
Transfer Fee	$3,195	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
Relocation	$149	Before we consent	You may not relocate your Contact Location to a location outside the five-digit postal code of the original Contact Location without our prior written consent Relocation requests must be submitted in writing and accompanied by a $149 relocation fee, which is refundable if we do not consent We may withhold our consent to a relocation request for any reason We will waive this fee for active duty military and their spouses
Late Payment Charge	$25	On demand	Imposed if any payment you owe us is overdue
Annual Sales Associate Fee	$100 per year for each sales associate	Beginning on the first anniversary of the Effective Date, and on each anniversary thereafter	You must pay us $100 for each person other than the Franchise Owner who is hired by, or otherwise works for you, in any capacity

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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[7]	See footnote 7	Upon termination of your Franchise Agreement	If we terminate your Franchise Agreement for cause, you must pay us this lump sum payment We may elect not to collect this payment in cases of hardship as deemed appropriate by us in our sole discretion
Indemnification	Amount of damages and expenses we incur	On demand	You must indemnify us for all damages and expenses we incur from third-party claims relating to your ownership or operation of the Franchised Business
Enforcement Costs	Amount of reasonable attorneys fees, court costs and all expenses incurred in connection with the action or proceeding	On demand	If any legal action, or other proceeding (other than mediation conducted according to the Franchise Agreement) is instituted for the enforcement of the Franchise Agreement or to resolve any other Dispute, the successful or prevailing party or parties is entitled to recover these amounts

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

[2] We collect all commissions paid by travel and other suppliers arising from your sales and remit them to you, less any amounts you owe us under or in connection with the Franchise Agreement (including Royalty Fees) We remit these commissions in the manner and at the times provided in the Operation Standards Manual We have the exclusive right to collect all commissions, you have no right to collect or otherwise receive commissions directly from the travel supplier or other supplier paying them

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

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

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

[4] ***Annual Commissionable Sales*** means the total commissionable sales price booked for that Contract Year by the travel supplier (or other travel company or supplier, including travel insurers), excluding any non commissionable line items (including taxes or port charges) We may adjust your Annual Commissionable Sales to account for passenger refunds and cancellations **Contract Year**" means each one-year period ending on the anniversary of the Effective Date Commissions

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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 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

[5] At the end of each contract year the Annual Royalty Fee Cap will be re-established at $0 and adjusted accordingly based on your Annual Commissionable Sales during the next contract year of operation

[6] The Administrative Service Fee is determined by the total Departed Commissionable Sales (described in Section 3 1 c of the Franchise Agreement), which is based on departed revenue during the period beginning on your last Effective Date anniversary (or the Effective Date for the 12 month period beginning on the Effective Date) and concluding on the current year's Effective Date anniversary

[7] If we terminate your Franchise Agreement for cause, you must pay us 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 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

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT[1],[2]

TYPE OF EXPENDITURE	AMOUNT LOW HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee	$495 for level 3 franchisee $3,195 for level 2 franchisee $9,800 for level 1 franchisees	Lump sum[3]	At signing of Franchise Agreement	CruiseOne
Training expenses[4]	$200 $250	As incurred	As incurred	Airlines & Restaurants
Additional Signatories/ Associates Training and Travel[5]	$0 - $995	Lump sum	Upon signing the Franchise Agreement (or if not already paid 30 days before scheduled training)	CruiseOne, Airlines, Hotels, & Restaurants
Office Equipment and Furniture	$0 - $1,500	As incurred	As incurred	Vendors

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Initial Office Supplies[6]	$50 $300	As incurred	As incurred	Vendors
Computer Hardware/Software Equipment[7]	$0 $2,500	As incurred	You must have this equipment before you open for business	Vendors
Insurance, Legal, and Accounting[8]	$150 $1,000	As incurred	As incurred	CruiseOne & Vendors
Permits, Franchises, Bonds, & Memberships[9]	$150 - $500	As incurred	As incurred	Professional Organizations and Governmental Authorities
Initial Promotion and Advertising[10]	$1,200 $2,400	Approximately $400 $800/mo (for 3 mo)	As incurred	Vendors
Criminal and Civil Background Check	$0 - $30	As incurred	As incurred	Investigative firm we designate
Additional Funds (3 months initial phase for full time franchisees)[11]	$1,000 $2,500	As incurred	As incurred	Vendors
Financing Application Fee	$0 - $75	Lump sum	Upon applying for financing	CruiseOne
Total	$3,245 — $21,850			

[1] All fees payable to us are uniform and nonrefundable Whether fees payable to third parties are refundable is a matter you will have to discuss and negotiate with them

[2] The Franchised Business is usually operated from the franchisee s home Accordingly, if you work from home, you will not incur lease and related expenses

[3] We may finance the Initial Franchise Fee for qualified level 1 franchisees If you qualify, you must pay us $3,500 toward the Initial Franchise Fee, and issue a promissory note for the balance, when you sign the Franchise Agreement and your owners will guaranty the note

[4] This is training for level 1 and 2 Franchisees

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

[6] You will need office supplies, including stationery, business cards, forms, and related items

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

[8] You must maintain professional liability insurance coverage (Errors and Omissions insurance) for yourself, your co-owners

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who work in the business (if any), your general manager and each sales associate You must obtain and maintain this type of coverage through CruiseOne for an annual charge of $150 per person (subject to change)

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

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

[11] This is an estimate of only the range of expenses for your initial start up phase, which is estimated to be three months from when you begin operating the franchised business The additional funds you will need to operate during this phase do not include any salary or allowance for an owner's draw, any royalty fees, advertising contributions, or any other amounts you must pay us These figures are estimates and we cannot guaranty that you will not have additional expenses starting the business The actual amount of additional funds you will need during the initial phase of operating will depend on factors such as the size and location of your franchised business, how much you follow our methods and procedures, your management skill, experience, and business acumen, and other factors By providing these estimates of your costs, we are not making any representation that you will have any level of sales The estimates are of your expenses only and do not reflect any offsetting sales revenue you may earn from operations to pay those expenses We do not make any earnings claims The estimate of Additional Funds for three months shown on the table above is not an estimate of working capital that you will need, but relates only to certain (but not necessarily all) expenses for the stated time period The three-month time period is not a representation of, nor is intended to suggest, when you should expect to break even, if ever

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

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

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General Sourcing and Specification Requirements

To the extent CruiseOne may periodically require, you must purchase or lease equipment, supplies, inventory, advertising materials, and any other products and services used to operate the Franchised Business solely from suppliers—and in accordance with specifications—that we authorize in writing Other than as described below in this Item 8, we currently do not require you to purchase or lease equipment, supplies, inventory, advertising materials, and 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 as to 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

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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 reservation system)

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

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 suppliers' published price or current price-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 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 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 with our standards and specifications, if any, for those items, at all times sufficient to meet the anticipated volume of business

Computer System
Before commencing to operate 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 amounts, and from carriers that we may require 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

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omissions insurance through us

At any time, we may adjust the amounts of coverage required under your insurance policies and require different or additional kinds of insurance, including excess liability insurance 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 (and we also may include 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

Revenues Derived from Required Purchases and Leases

In the year ending December 31, 2016, 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 currently receive no rebates or discounts as a result of any of franchisees purchases, but we reserve the right to receive 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 undertake to negotiate purchase arrangements (including 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 More generally, you may offer and sell only goods and services from suppliers that we authorize in writing

We also provide you with a list of recommended travel suppliers from whom we receive preferred commissions and marketing support Our CEO Bradley Tolkin owns an interest in certain of these travel suppliers, namely Villas and RFID Otherwise, none of our officers owns any interest in any of your suppliers

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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 and other agreements It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document

FRANCHISEE'S OBLIGATIONS		
OBLIGATION	**SECTION IN FRANCHISE AGREEMENT**	**DISCLOSURE DOCUMENT ITEM**
a Site selection and acquisition/lease	Not Applicable	Items 8, 11, and 12
b Pre opening purchases/leases	Section 4 1	Items 7, 8, and 11
c Site development and other preopening requirements	Section 4 1 and 4 3	Items 5, 6, 7, 8, and 11
d Initial and ongoing training	Sections 2 1 and 2 3	Item 11
e Opening	Sections 4 1, 4 10, and 17 1	Items 7 and 11
f Fees	Article 3	Items 5, 6, and 7
g Compliance with standards and policies/Operations Standards Manual	Article 6	Items 8, 11, and 16
h Trademarks and proprietary information	Article 5	Items 13 and 14
i Restrictions on products/services offered	Section 4 2	Item 16
j Warranty and customer service requirements	Section 4 2	Item 16
k Territorial development and sales quotas	Not Applicable	Item 12
l Ongoing product/service purchases	Section 4 2	Items 6 and 8
m Maintenance, appearance and remodeling	Not Applicable	Not Applicable
n Insurance	Article 9	Items 6, 7, and 8
o Advertising	Sections 3 1, 7 1, and 7 2	Items 6, 7, and 11
p Indemnification	Section 14 2	Item 6

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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

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Franchise Disclosure Document

ITEM 10 FINANCING

We may finance the Initial Franchise Fee for qualified level 1 franchisees If you qualify, you must pay us a non-refundable application fee of $75, $3,500 toward the Initial Franchise Fee, and issue a promissory note in the form attached to the Franchise Agreement as Exhibit 3 1 a (the "Note") for the balance, when you sign the Franchise Agreement If the franchisee is not an individual, its owners must personally guaranty the Note and sign a guaranty in the form attached to the Franchise Agreement as Exhibit 3 1 a (the "Guaranty") The Note is payable in 24 equal monthly installments We may require you to pay amounts due under the Note by electronic funds transfer or by authorizing us to debit your credit card or bank account, or 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 may offset against any overdue amounts you owe under the Note amounts we owe you under the Franchise Agreement

SUMMARY OF FINANCING OFFERED

ITEM FINANCED BY CRUISEONE	AMOUNT FINANCED	DOWN PAYMENT	TERM (YEARS)	APR %	MONTHLY PAYMENT	PREPAY MENT PENALTY	SECURITY REQUIRED PERSONAL GUARANTY	LIABILITY UPON DEFAULT	LOSS OF LEGAL RIGHTS UPON DEFAULT
Initial Franchise Fee	Up to $7 300	$3 500	24 months	Prime Rate[1] plus 6%	$334 34[2]	None	Personal Guaranty	Acceleration of all unpaid amounts due under the Note and termination of Franchise Agreement payment of attorney fees and court costs incurred in collecting the debt	Waive notice right to jury trial loss of many defenses

[1] Prime Rate is the Prime Rate' reported in the 'Money Rates' section of the *Wall Street Journal* (or any comparable interest index we may select) on the date of the Note

[2] This monthly amount is based on a Prime Rate equal to 3 25% per year (which was the Prime Rate on January 2, 2014) 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

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

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

Pre-Opening Assistance

Before you open your business, we will

- provide you with Mandatory Initial Training (Franchise Agreement, Section 2 1), and
- loan you one copy of the Operations Standards Manual (with periodic revisions as required) (Franchise Agreement, Section 2 1) Our customary practice is to provide the Operations Standards Manual to you at or shortly before Mandatory Initial Training The table of contents of the present Operations Standards Manual is attached to this disclosure document as Exhibit B The Operations Standards Manual will be in an electronic format, such as PDF, which CruiseOne may provide Franchisee via e-mail or any other electronic means

Post-Opening Assistance

During the operation of the franchised business, we

- may, to the extent we determine in our discretion, 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 (Franchise Agreement, Section 2 3),
- may, to the extent we determine in our discretion, provide refresher training programs, seminars, or advanced training at CruiseOne's principal training facility (or such other location that we designate) (Franchise Agreement, Section 2 3),
- process and record all your booking orders in the manner described in the Operations Standards Manual (Franchise Agreement, Section 2 4),
- collect all commissions paid by travel suppliers and other suppliers arising from your sales and remit them to you, less any amounts you owe us (Franchise Agreement, Section 2 5),
- permit you to access our **intranet *BusinessCenter*** and use our online software and applications for operating the Franchised Business (including ***MyCruiseControl* reservation system** the CruiseOne reservation system) (Franchise Agreement, Section 2 6),
- permit you to use the ***MyCruiseControl* reservation system** and other designated proprietary software available on the **intranet *BusinessCenter*** for processing all your travel bookings (Section 2 6),
- maintain a facsimile "hotline" via electronic or any other electronic means, for informational assistance (Franchise Agreement, Section 2 4),
- promote the CruiseOne system through advertising and public relations campaigns

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(Franchise Agreement Section 2 9), to the extent and in the manners we determine in our discretion,

- provide advice on local advertising (Franchise Agreement Section 2 9), and
- provide you with promotional methods, programs and materials that we may develop in the future, to the extent we determine in our discretion Unless expressly required by us, participation is optional, and we may also charge fees for special services associated with these promotional methods, programs and materials (Franchise Agreement, Section 2)

SITE FOR YOUR FRANCHISED BUSINESS

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

ADVERTISING

Advertising Approval and Restrictions

You must submit all materials (irrespective of the medium) that you want to use for advertising, promotions, or marketing ("**Advertising Materials**") to us for our prior written approval, unless they have already been approved or consist solely of materials provided by us If, within 10 days from the date we receive such submitted materials, you do not receive our written approval, they are considered disapproved If, in our judgment, any Advertising Materials may injure or harm the System, we may require you to withdraw or discontinue their use, even if previously approved (Franchise Agreement, Section 7 1)

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

You may not use any Advertising Materials until we deliver written notice to you that the Opening Conditions in the Franchise Agreement have been satisfied to our satisfaction (Franchise Agreement, Section 7 1)

All Advertising Materials (including, if any, phone listings, online listings, social media accounts, newspaper, direct-mail advertisements, and business cards) must contain your ***CruiseOne®*** assumed-business-name, the city, state, as well as any other standards required by the Operations Standards Manual If the Contact Location is the Franchise Owner's personal address,

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you need not publish that address, but may instead use a mail stop or virtual mailbox with a physical address Post-office boxes are not permissible (Franchise Agreement, Section 7 1)

Internet Restrictions

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

We develop marketing programs for franchise participation To defray the expenses incurred to conduct these programs, you must make an annual contribution thereto not to exceed 25% of the Franchisee's Annual Commissionable Sales (the "**Marketing Contribution**") Your annual contribution may not, however, exceed $1,000 We will deposit the Marketing Contribution into a special marketing account, the funds in which will be used for the programs just described You may apply the contribution towards the purchase of headquarter- developed marketing materials, marketing services, enrollment in certain marketing programs or local marketing or advertising (Franchise Agreement, Section 3 1)

Except for these programs, we 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

Computer System

Before commencing to operate the Franchised Business, you must acquire the Computer System specified in the Operations Standards Manual (Franchise Agreement, Section 4 3) The Computer System includes the computers and computer hardware, software, and peripherals and related services (including broadband Internet service and dedicated telephone lines) that you must purchase, install, and use in accordance with the Operations Standards Manual (Franchise Agreement, Section 17 1)

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At our request, you must assist us to bring your Computer System in compliance with Operations Standard Manual We have the free and unfettered right to independently access, retrieve, and copy any data and information relating to your Franchised Business from any software or applications we require you to use in connection with your Computer System (Franchise Agreement, Section 4 3)

We may require you to modify or upgrade the Computer System or replace the entire Computer System with a compatible system capable of assuming and discharging all the computer-related tasks and functions that we specify To ensure full operational efficiency and communication capability between our computers and those of all the Franchised Business, you must, at your expense, keep the Computer System in good maintenance and repair (Franchise Agreement, Section 4 3)

You will use the Computer System for the following functions

- using the ***MyCruiseControl*** **reservation system** and other designated CruiseOne software to book and process all travel bookings including third-party related products such as travel insurance (Franchise Agreement, Section 4 3), and
- accessing our **intranet *BusinessCenter*** and using our online software and applications for operating the Franchised Business (including the ***MyCruiseControl*** **reservation system**) (Franchise Agreement, Section 4 3)

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

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

To be able 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, replaced as we may periodically direct We are not obligated to provide on-going 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 broadband Internet Access, Microsoft Office (which includes Word, Excel

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and Outlook), Anti-virus program such as Norton Anti-Virus or McAfee, and Microsoft Internet Explorer (IE) We also require a SMS/Text messaging device for 2-Factor security authentication We do not currently support any Apple/Mac hardware or operating systems 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 they may charge will not exceed $500

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

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

You must use CruiseOne software, a specific type of software for processing cruise bookings with us We will provide you with access to this on-line software With this software, you and CruiseOne exchange information via our private **intranet *BusinessCenter*** Log-in authentication will allow you to access and retrieve client and booking information We do currently upgrade and maintain this on-line software, but 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 60 days for a level 1 or 2 franchisee, and 30 days if you are a level 3 franchisee In any event, you must be prepared to open for business not later than 60 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

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TRAINING PROGRAM

We will provide you with the following initial training, which is mandatory and must be attended and satisfactorily completed by your Manager not later than 60 days after the Effective Date of your Franchise Agreement ("**Mandatory Initial Training**") (Franchise Agreement, Section 2 1)

- If you are a level 1 or level 2 Franchisee, we will provide the following Mandatory Initial Training

We will provide six days of Mandatory Initial Training for the Manager at our training facilities in Broward County, Florida Mandatory Initial Training will be provided not later than approximately 60 days after the Effective Date We provide instructors, facilities, training materials, and technical training tools for Mandatory Initial Training We also provide your Manager with a private hotel room during Mandatory Initial Training and provide you with a transportation credit not exceeding $500 to reimburse you for transportation expenditures you 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 a level 3 Franchisee, Mandatory Initial Training includes only online training for its Manager This training is accessible on our intranet Business Center at any time after you enter the Franchise Agreement Alternatively, if the Franchisee is a level 3 Franchisee, we may require you to attend the Mandatory Initial Training program described in the previous paragraph, but, in such event, however, you are not entitled to a $500 transportation credit or a private hotel room provided by us and are solely responsible for all expenses incurred 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

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TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION WHERE TRAINING HELD
Virtual Pre Training	6	0	Done Online in Advance of Class
Travel Industry Overview	1	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Sales Techniques and Qualifying Customers	6	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Business Operations/Guidelines, Overview of Intranet and On-Demand Learning Platforms	3	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Booking and Reservations Systems Training Exercises	10	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Overview of Groups	1	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Travel Protection Overview	1	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Travel Partner Product Training	8	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Marketing, Public Relations and Business Development	4	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Ship Inspection	5	0	Port Everglades Fort Lauderdale, FL
Trade Show	2	0	Sheraton Suites Fort Lauderdale, FL
On-Demand Virtual 30, 60, 90 Day Post-Training	8	0	Done Online Following the Live Training Class
TOTALS	55	0	

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

Name	Position with Dream Vacations / CruiseOne
Drew Daly	General Manager of Network Engagement & Performance
Kim Faiello	Director, Marketing
Debbie Fiorino	Senior Vice President
Andrea Giraldo	Director of Training and Events
Ellen Gordon	Manager, Compliance & Contract Administration
Janice Hall	Training Specialist
Marc Kramer	Manager, Support Services
Troy McCoy	Groups Reconciliation Manager
Cristina Monge	Marketing Manager
Rosemarie Reed	Vice President, Sales and Marketing
Charity Santiago	Training Supervisor
Rachel Shapiro	Public Relations & Corporate Communications Manager
Torey Singletary	Training and Events Coordinator

ADDITIONAL INFORMATION ABOUT THE PRINCIPAL TRAINING INSTRUCTORS

Drew Daly is a long-time member of the World Travel Holdings family and is currently General Manager of Network Engagement & Performance for Dream Vacations / CruiseOne He oversees all agent-facing functions of both business models including Marketing, Training, Support Services, Sales and Business Development Drew serves currently as the Chairman of CLIA's Strategic Travel Agent Review Board (Cruise Lines International Association) and on the Board of Directors for PATH the Professional Association of Travel Hosts He joined World Travel Holdings as a travel agent and quickly moved up the ranks into sales management In his early positions, Drew managed the Virginia Beach call center and worked as Manager of Retail Sales, where he oversaw the operations of 26 retail locations In 2002, Drew began creating our comprehensive virtual sales network

Andrea Giraldo has been with Dream Vacations / CruiseOne since 2012, and has played an integral role in the training opportunities that are offered In her current role as Director of Training and Events, Andrea manages the logistics behind the portfolio of training events, designing trainings and conferences Andrea identifies hands-on training opportunities for agents to gain exposure to a variety of travel suppliers by coordinating Familiarization Trips and Seminars at Sea

Charity Santiago, Training Supervisor, comes with a background in the education field and has been with Dream Vacations / CruiseOne since 2014 She has a Master's in Instructional Design & Technology from Purdue University With over 9 years of teaching experience, Charity facilitates the in-house training program, leads the virtual training platform, and manages the training team In addition, she develops new content and enhances the on-demand training opportunities available on the Learning Center

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Janice Hall serves as Training Specialist 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

Torey Singletary served three years as an agent for the direct to consumer side of World Travel Holdings before taking on the role of Training Coordinator with Dream Vacations / CruiseOne In his role, he supports the lead instructor during in-house and virtual training classes Additionally, Torey takes the lead in hosting our continuing education webinars with all supplier partners Torey also works behind the scenes in a variety of administrative functions that assist in the proper set up of all agents for their training experiences

We do conduct advanced training programs, but they are optional for franchisees

ITEM 12 TERRITORY

Location of Your Franchised Business

CruiseOne® franchises are generally virtual businesses that are primarily operated from franchisee's 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 physical address of your Franchised Business described in your Franchise Agreement is called your "**Contact 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

Without our prior written consent, and your compliance with our relocation procedures, the Contact Location may not be changed except as follows

- 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 for any reason

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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
CruiseOne ®	World Travel Holdings, Inc	4,199,917	August 28, 2012
CruiseOne Dream Vacations Start Here	World Travel Holdings, Inc	4,388,655	August 20, 2013

Our principal marks are owned by our parent company, World Travel Holdings, Inc , who has licensed the use 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

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material to you Our parent has filed all required affidavits in connection with the trademark registrations described above

We do not yet have a federal registration for the trademarks listed in the table below Therefore, these trademarks do not have as many legal benefits and rights as a federally registered trademark If our right to use these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses

TRADEMARKS FOR WHICH AN APPLICATION FOR REGISTRATION ON USPTO'S PRINCIPAL REGISTER IS PENDING			
TRADEMARK	OWNER	SERIAL NO	APPLICATION DATE
DREAM VACATIONS START HERE	World Travel Holdings, Inc	86,808,405	November 3, 2015
	World Travel Holdings, Inc	86,811,888	November 6, 2015

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 trademark

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 that it's advisable to modify or discontinue the use of any Proprietary Mark or 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

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identical or confusingly similar to any of our trademarks We are not obligated to take any affirmative action when notified of such uses or claims As the owner of the principal trademark, generally, we will control any administrative proceedings or litigation involving that trademark The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative proceeding or litigation involving the principal trademark, or if the proceeding is resolved unfavorably to you

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

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

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

We also claim common law copyright protection in our other proprietary materials and information, including the CruiseOne Operations Standards Manual The Operations Standards Manual is described in Item 11 Although we have not filed an application for a copyright registration for the CruiseOne Operations Standards Manual, we do claim a copyright in it and the information is proprietary You should promptly tell us when 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 and maintain the Confidential Information as our confidential information and trade secrets You must keep the Operations Standards Manual in a secure area You must strictly limit access to the Confidential Information to only your sales associates who have a "need to know" in order to perform their jobs You must report the theft, loss, or destruction of the Operations Standards Manual or any portion thereof, immediately to CruiseOne You may not copy, record, or otherwise reproduce any of the Confidential Information, in whole or in part You must require all persons to whom you grant access to the Operations Standards Manual or any other Confidential Information to sign our standard form of confidentiality agreement All your owners and sales associates must sign such a confidentiality agreement prior to acquiring their ownership interest or beginning employment

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

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

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Training

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

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

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

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

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a Length of the franchise term	Section 16	Initial term is 5 years
b Renewal or extension of the term	Section 16	You do not have renewal rights Granting you an option to enter a successor franchise agreement is discretionary with us If we elect not to grant an option, we will notify you at least 60 days before the Term expires
c Requirements for franchisee to renew or extend	Not Applicable	Not applicable
d Termination by franchisee	Section 11 6	At any time before the expiration of the one year period beginning on the Effective Date, you may terminate this Agreement for any reason, but only if you satisfy all the following conditions • you have strictly complied with all your obligations under the Franchise Agreement and other agreements, • you pay us and all our vendors, all amounts due, and • you provide us, before the expiration of that one-year period, with at least 30 days prior written notice
e Termination by franchisor without cause	Not Applicable	None
f Termination by franchisor with cause	Sections 11 1, 11 2, and 11 3	We can terminate your Franchise Agreement only with cause
g Cause defined curable defaults	Sections 11 2 and 11 3	You have the number of days specified in Section 11 2 of your Franchise Agreement to cure the applicable defaults in that section You have 30 days after notice to cure all defaults in Section 11 3 of your Franchise Agreement
h 'Cause defined non curable defaults	Sections 11 1 and 11 2	Non-curable defaults bankruptcy, insolvency, appointment of a receiver, abandonment, breach of confidentiality and non-competition covenants, any forbidden transfer of your rights
i Franchisee s obligations on termination/nonrenewal	Article 12	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 [12]

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j Assignment of contract by franchisor	Section 10 1	No restrictions on our right to assign or delegate our obligations
k Transfer by franchisee defined	Sections 10 2 a, 10 2 b , and 10 2 c	Includes transfer of any of your interests in the Franchise Agreement or any ownership or voting interests in a franchisee that is an entity
l Franchisor s approval of transfer by franchisee	Sections 10 2 a and 10 2 b	You may not make any transfer without our consent
m Conditions for franchisor's approval of transfer	Section 10 2 b	We will approve a proposed transfer if you delivers 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 $3,195
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	None
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
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

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s Modification of the agreement	Sections 6 3, 13 1, 18 2, and 18 3	No modifications unless signed by the party against whom enforcement is sought, but we may unilaterally revise Operations Standards Manual, modify the franchise system, and reduce the scope of your non compete covenant
t Integration/merger clause	Section 18 1	Only the terms of the Franchise Agreement are binding This is not intended to require you to disclaim, or waive reliance on, any representation made in this Franchise Disclosure Document Any representations or promises made outside of the Franchise Disclosure Document and other agreements may not be enforceable
u Dispute resolution by arbitration or mediation	Article 15	Many types of disputes must be mediated in Broward County, Florida
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 *The parties waive their right to a jury trial*
w Choice of law	Section 18 8	Except to the extent the Lanham Act governs, Florida law applies

[1] If the Franchise Agreement expires and is not renewed 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, however, permit such a transfer of any reservation under final payment

[2] If the Franchise Agreement is terminated for any reason before its natural expiration, all your reservations pending at such time become ours, and we need not pay you for such reservations In such event, you must provide any assistance in transferring the reservations to us that we request

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

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This Item includes financial performance data from our franchisees for the 2016 calendar year, for outlets whose franchised businesses were in operation as of December 31, 2016, had been in uninterrupted operation for at least 12 months, and had annual commissionable sales of greater than $1,000, which indicates that the franchisee was actively operating (collectively, the "Included Outlets") The Included Outlets do not include outlets that began or discontinued their affiliation with us during 2016, and do not include company-owned locations The total number of Included Outlets as of December 31, 2016, was 919 The total number of outlets as of December 31, 2016, was 1094 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

Reaching the levels of revenues presented in this Item depends entirely on your ability to implement our marketing and operational systems, to develop a cruise- and land- travel focused sales team, and to make connections in and out of your community Each franchisee's managerial skill, experience and resources will differ In addition, general economic conditions may fluctuate Competitors may enter or leave the market over time Brand recognition and awareness and consumer goodwill may vary by market Market potential and consumer demand may change over time Accordingly, you are urged to consult with appropriate financial, business and legal counsel to conduct your own independent analysis of the information presented

We have written substantiation of the information used to compile the financial performance representations presented below We will make this written substantiation available to you upon written request

Table I below includes certain average revenue information for the Included Outlets during the 2016 calendar year The data is further broken down by the franchisee's "Sales Level", which we determine based on the franchisees' commissionable sales Specifically, we categorize our franchisees into four groups, with Group 1 representing the highest level of commissionable sales and Group 4 representing the lowest level of commissionable sales

TABLE I

Sales Level	Number of Included Outlets	Average Total Commissionable Sales[1]
Group 1	180	$723,992
Group 2	197	$185,319
Group 3	227	$65,680
Group 4	315	$14,796
Entire System	919	$202,825

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Notes to Table I

1) Of the 180 Group 1 Included Outlets, 60 (or 33%) exceeded the Average Total Commissionable Sales, and the median amount was $547,870 Of the 197 Group 2 Included Outlets, 88 (or 45%) exceeded the Average Total Commissionable Sales, and the median amount was $174,170 Of the 227 Group 3 Included Outlets, 99 (or 43%) exceeded the Average Total Commissionable Sales, and the median amount was $60,060 Of the 315 Group 4 Included Outlets, 141 (or 45%) exceeded the Average Total Commissionable Sales, and the median amount was $12,596 Of the 919 Included Outlets, 252 (or 27%) exceeded the Average Total Commissionable Sales, and the median amount was $72,447

Table II below includes additional average performance information for the Included Outlets during the 2016 calendar year The data is further broken down by the franchisee's "Sales Level", which we determine based on the franchisees' commissionable sales Specifically, we categorize our franchisees into four groups, with Group 1 representing the highest level of commissionable sales and Group 4 representing the lowest level of commissionable sales

TABLE II

Sales Level	Number of Included Outlets	Total Personnel in Agency[1]	Number of Associates	% of Repeat Bookings[2]
Group 1	180	5	3	45%
Group 2	197	3	1	43%
Group 3	227	2	0	42%
Group 4	315	2	0	33%
Entire System	919	2	1	44%

Notes to Table II

1) Total Personnel in Agency includes the franchisee s owners/principals as well as any associates

2) % of Repeat Bookings includes all bookings made by former customers of the franchisee, and was calculated by dividing the average number of Repeat Bookings by the average number of cabins sold for each group during the 2016 year

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** 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

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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

2) You should conduct an independent investigation of the costs and expenses you may incur in operating your franchised business Franchisees or former franchisees listed in the disclosure document may be one source of this information You should use the above information only as a reference in conducting your analysis and preparing your own projected income statements and cash flow statements 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 Reviewing this limited amount of information cannot substitute for thorough research on your part and careful evaluation of this franchise opportunity with professional and legal advisors

3) Other than the preceding financial performance representations, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets We also do not authorize our employees or representatives to make any such representations either orally or in writing If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Deborah M Fiorino, 1201 W Cypress Creek Road, Suite 100, Fort Lauderdale, Florida 33309 (954) 958-3700), the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2014 TO 2016
TABLE 1

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	825	910	+85
	2015	910	1006	+96
	2016	1006	1094	+88
Company and Affiliate Owned Outlets	2014	0	0	0
	2015	0	0	0
	2016	0	0	0
Total Outlets	2014	825	910	+85
	2015	910	1006	+96
	2016	1006	1094	+88

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TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR THE YEARS 2014 TO 2016
TABLE 2

State	Year	Number Of Transfers
California	2014	1
	2015	6
	2016	2
Colorado	2014	2
	2015	0
	2016	1
Connecticut	2014	1
	2015	0
	2016	0
Florida	2014	7
	2015	7
	2016	9
Georgia	2014	1
	2015	2
	2016	0
Illinois	2014	2
	2015	2
	2016	0
Indiana	2014	1
	2015	1
	2016	0
Louisiana	2014	1
	2015	0
	2016	0
Maryland	2014	3
	2015	1
	2016	0
Massachusetts	2014	1
	2015	2
	2016	1
Michigan	2014	2

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	2015	0
	2016	0
Missouri	2014	0
	2015	1
	2016	0
Minnesota	2014	1
	2015	1
	2016	0
Nevada	2014	0
	2015	2
	2016	0
New Hampshire	2014	0
	2015	1
	2016	0
New Jersey	2014	1
	2015	1
	2016	0
New York	2014	1
	2015	2
	2016	1
North Carolina	2014	1
	2015	1
	2016	1
Ohio	2014	1
	2015	0
	2016	1
Oregon	2014	1
	2015	0
	2016	0
Pennsylvania	2014	0
	2015	1
	2016	2
South Carolina	2014	1
	2015	1
	2016	1

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Tennessee	2014	1
	2015	0
	2016	0
Texas	2014	1
	2015	2
	2016	0
Virginia	2014	1
	2015	2
	2016	0
Washington	2014	1
	2015	0
	2016	0
Wisconsin	2014	1
	2015	1
	2016	0
Total	2014	34
	2015	37
	2016	19

STATUS OF FRANCHISED OUTLETS FOR YEARS 2014 TO 2016
TABLE 3

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations – Other Reason	Agencies at End of Year
Alabama	2014	10	3	0	0	0	0	13
	2015	13	3	0	0	0	0	16
	2016	16	0	0	0	0	0	16
Alaska	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	1	1
	2016	2	1	0	0	0	0	1
Arizona	2014	28	5	0	1	0	0	32
	2015	32	3	1	1	0	2	31
	2016	3	4	0	0	0	0	35
Arkansas	2014	3	1	1	0	0	0	3
	2015	3	2	0	0	0	0	5

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	2016	5	2	0	0	0	0	7
California	2014	81	7	4	0	0	3	81
	2015	81	18	3	2	0	2	92
	2016	92	16	1	0	0	4	103
Colorado	2014	10	2	0	0	0	0	12
	2015	12	0	0	1	0	1	10
	2016	9	9	0	0	0	0	18
Connecticut	2014	11	0	1	0	0	0	10
	2015	10	0	0	0	0	1	9
	2016	9	2	2	0	0	0	9
Delaware	2014	4	0	0	0	0	0	4
	2015	4	0	0	0	0	0	4
	2016	4	1	0	0	0	0	5
Florida	2014	132	34	2	2	0	4	158
	2015	158	29	3	4	0	5	175
	2016	175	39	8	1	0	5	200
Georgia	2014	44	1	2	0	0	1	42
	2015	42	10	0	0	0	1	51
	2016	51	4	3	0	0	2	50
Hawaii	2014	2	0	0	0	0	0	2
	2015	2	1	0	0	0	1	2
	2016	2	0	1	0	0	0	1
Idaho	2014	1	3	0	0	0	0	4
	2015	4	1	0	0	0	0	5
	2016	5	1	0	0	0	1	5
Illinois	2014	25	1	2	0	0	1	23
	2015	23	1	0	0	0	0	24
	2016	24	5	2	2	0	1	24
Indiana	2014	9	3	0	0	0	0	12
	2015	12	3	0	0	0	0	15
	2016	15	1	0	0	0	2	14
Iowa	2014	6	0	0	2	0	0	4
	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4

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Kansas	2014	5	0	0	0	0	1	4
	2015	4	1	0	0	0	0	5
	2016	5	2	0	0	0	1	6
Kentucky	2014	9	0	0	0	0	0	9
	2015	9	3	0	0	0	0	12
	2016	12	0	1	0	0	0	11
Louisiana	2014	4	3	1	0	0	0	6
	2015	6	0	0	0	0	1	5
	2016	5	4	0	0	0	1	8
Maine	2014	4	0	0	0	0	0	4
	2015	4	1	0	0	0	0	5
	2016	5	0	0	0	0	0	5
Maryland	2014	27	5	0	0	0	0	32
	2015	32	0	0	0	0	0	32
	2016	32	2	0	0	0	0	34
Massachusetts	2014	17	4	0	0	0	3	18
	2015	18	0	1	1	0	0	16
	2016	16	5	0	0	0	0	21
Michigan	2014	13	2	0	0	0	1	14
	2015	14	2	0	0	0	0	16
	2016	16	1	2	0	0	1	14
Minnesota	2014	5	1	0	0	0	0	6
	2015	6	2	0	0	0	1	7
	2016	7	1	0	0	0	0	8
Mississippi	2014	2	1	0	0	0	0	3
	2015	3	2	0	1	0	0	4
	2016	4	0	0	0	0	0	4
Missouri	2014	11	0	2	2	0	0	7
	2015	7	4	0	0	0	0	11
	2016	11	0	1	0	0	0	10
Montana	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Nebraska	2014	3	1	0	0	0	0	4

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	2015	4	2	0	0	0	0	6
	2016	6	0	0	0	0	1	5
Nevada	2014	10	1	0	0	0	1	10
	2015	10	5	0	0	0	1	14
	2016	14	1	0	0	0	1	13
New Hampshire	2014	3	0	0	0	0	0	3
	2015	3	1	0	0	0	0	4
	2016	4	1	0	0	0	0	5
New Jersey	2014	29	10	0	0	0	1	38
	2015	38	0	1	1	0	0	36
	2016	36	0	1	0	0	1	34
New Mexico	2014	2	2	0	0	0	0	4
	2015	4	1	0	0	0	0	5
	2016	5	0	2	0	0	0	3
New York	2014	54	3	1	1	0	1	54
	2015	54	7	2	1	0	1	57
	2016	57	6	5	2	0	2	54
North Carolina	2014	25	7	1	0	0	0	31
	2015	31	4	1	0	0	0	34
	2016	34	8	0	1	0	0	41
North Dakota	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Ohio	2014	32	1	1	1	0	0	31
	2015	31	2	1	0	0	1	31
	2016	31	2	1	1	0	5	26
Oklahoma	2014	2	1	0	0	0	0	3
	2015	3	1	0	0	0	0	4
	2016	4	2	0	0	0	0	6
Oregon	2014	8	1	0	0	0	0	9
	2015	9	0	0	0	0	0	9
	2016	9	1	0	0	0	0	10
Pennsylvania	2014	31	4	1	0	0	0	34
	2015	34	2	0	0	0	1	35

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	2016	35	8	3	0	0	1	39
Rhode Island	2014	3	0	1	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
South Carolina	2014	14	6	0	0	0	0	20
	2015	20	0	0	1	0	0	19
	2016	19	7	0	0	0	1	25
South Dakota	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	1	0	0	0	0	2
Tennessee	2014	18	4	0	0	0	0	22
	2015	22	7	0	0	0	1	28
	2016	28	1	1	1	0	1	26
Texas	2014	62	15	2	0	0	0	75
	2015	75	19	2	2	0	2	88
	2016	88	22	1	0	0	6	103
Utah	2014	6	0	0	1	0	1	4
	2015	4	1	0	0	0	0	5
	2016	5	2	0	0	0	1	6
Vermont	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Virginia	2014	29	4	0	0	0	2	31
	2015	31	8	2	0	0	1	36
	2016	36	2	0	0	0	1	37
Washington	2014	13	5	0	0	0	3	15
	2015	15	1	0	1	0	1	14
	2016	14	6	0	0	0	0	20
Washington D C	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	1	0	0	0	0	3
West Virginia	2014	1	2	0	0	0	1	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	1	1

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Wisconsin	2014	10	0	0	1	0	0	9
	2015	9	5	0	0	0	0	14
	2016	14	2	1	0	0	1	14
Wyoming	2014	1	0	0	1	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Puerto Rico	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Total	2014	825	141	21	12	0	24	910
	2015	910	155	18	16	0	25	1006
	2016	1006	174	35	10	0	41	1094

STATUS OF COMPANY OWNED OUTLETS FOR YEARS 2014 TO 2016
TABLE 4

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0

PROJECTED OPENINGS AS OF DECEMBER 31, 2016
TABLE 5

State	Franchise Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company Owned Outlets in The Next Fiscal Year
Alabama	0	2	0
Alaska	0	0	0
Arizona	0	3	0
Arkansas	0	2	0
California	2	7	0
Canada	0	0	0

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Colorado	0	3	0
Connecticut	0	3	0
Delaware	0	1	0
Florida	6	9	0
Georgia	1	6	0
Hawaii	0	1	0
Idaho	0	1	0
Illinois	1	6	0
Indiana	0	4	0
Iowa	0	1	0
Kansas	0	1	0
Kentucky	0	1	0
Louisiana	0	1	0
Maine	0	1	0
Maryland	0	5	0
Massachusetts	1	5	0
Michigan	0	5	0
Minnesota	0	5	0
Mississippi	0	3	0
Missouri	0	4	0
Montana	0	2	0
Nebraska	0	3	0
Nevada	0	5	0
New Hampshire	0	2	0
New Jersey	0	6	0
New Mexico	0	3	0
New York	0	8	0
North Carolina	1	5	0
North Dakota	0	2	0
Ohio	0	4	0
Oklahoma	0	2	0
Oregon	0	4	0
Pennsylvania	1	5	0
Rhode Island	0	2	0
South Carolina	1	4	0

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South Dakota	0	10	0
Tennessee	0	4	0
Texas	3	9	0
Utah	0	3	0
Vermont	0	1	0
Virginia	0	4	0
Washington	0	4	0
Washington, D C	0	1	0
West Virginia	0	3	0
Wisconsin	0	3	0
Wyoming	0	3	0
Total	18	176	0

A list of the names, addresses and telephone numbers of CruiseOne's current franchisees is attached as Exhibit E

A list of the names, addresses and telephone numbers of franchisees who have had an outlet terminated, canceled, not renewed 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 27, 2014, December 26, 2015, and December 31, 2016

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

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acknowledging receipt of the disclosure document by you (one copy for you and one to be signed for us)

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Exhibit A
to the Franchise Disclosure Document

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT
between CRUISEONE, INC
and

_____

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Exhibits

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FRANCHISE AGREEMENT

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

A As the result of the expenditure of time, skill, effort, and money, CruiseOne has developed and owns a distinctive System for developing and operating a franchised business that sells cruises and certain other travel related products and services This travel sales business operates under the **CruiseOne®** service mark In addition to this proprietary mark, 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 for any reason

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 60 days after the Effective Date (**Mandatory Initial Training**")

a **Training for Level 1 and 2 Franchisees** If Franchisee is a level 1 or level 2 Franchisee, CruiseOne shall provide the following Mandatory Initial Training

CruiseOne shall provide Mandatory Initial Training for the Manager at CruiseOne's training facilities in Broward County, Florida Mandatory Initial Training will be provided not later than approximately 60 days after the Effective Date CruiseOne shall provide instructors, facilities, training materials, and technical training tools for Mandatory Initial

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Training 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 Level 3 Franchisees** Mandatory Initial Training for level 3 Franchisees includes only online training for its Manager This training will be conducted at a time selected by CruiseOne Alternatively, if Franchisee is a level 3 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 or 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, in its judgment, determines that the Manager has failed to satisfactorily complete Mandatory Initial Training, it may, at Franchisee s expense (including CruiseOne s then standard retraining fee), retrain the Manager Alternatively, CruiseOne may elect to terminate this Agreement If it does so, it need not refund the Initial Franchise Fee or any other money Franchisee has paid CruiseOne

2 2 **Operations Standards Manual** CruiseOne shall provide Franchisee a copy of the Operations Standards Manual (with periodic revisions as required) CruiseOne s customary practice is to deliver the Operations Standards Manual to Franchisee at or shortly before Mandatory Initial Training The Operations Standards Manual will be in an electronic format, such as PDF, which CruiseOne may provide Franchisee via e mail or any other electronic means

2 3 **Continued Assistance and Support**

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

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

2 4 **Travel Bookings** CruiseOne shall process and record all Franchisee s booking orders in the manner described in the Operations Standards Manual CruiseOne shall process travel booking orders only at the travel suppliers published price or current price list price under CruiseOne's then current payment and collection terms CruiseOne need not process orders for travel bookings that have been discontinued by the travel supplier All orders are subject to CruiseOne s acceptance An order may be cancelled by Franchisee or its customer only if the cancellation terms indemnify CruiseOne against all losses, liabilities, and costs

2 5 **Commission Collection** CruiseOne shall collect all commissions paid by travel suppliers and other suppliers arising from Franchisee s sales and remit them to Franchisee, less any amounts Franchisee owes CruiseOne under or in connection with this Agreement (including Royalty Fees) CruiseOne shall remit such commissions in such manner and at such times as provided in the Operations Standards Manual CruiseOne has the exclusive right to collect such commissions, Franchisee having no right to collect or otherwise receive commissions directly from the travel supplier or other supplier paying them Franchisee shall not in any manner, directly or indirectly, interfere with CruiseOne's attempts to make such collections and shall immediately remit to CruiseOne the full amount of any commissions remitted directly to Franchisee

2 6 **Licenses and Related Rights** CruiseOne hereby grants Franchisee the right to (a) use the **CruiseOne®** service mark and other Proprietary Property to operate the Franchised Business in accordance with this Agreement, and (b) access and use its intranet site (the "***intranet BusinessCenter***") and its other designated proprietary online software and applications (including its reservation system – the "***MyCruiseControl* reservation system**") for processing all travel Franchisee books and otherwise operating the Franchised Business Franchisee shall use the intranet ***BusinessCenter***, ***MyCruiseControl*** reservation system, and other designated software in the manner

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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 level 1 franchisee, the Initial Franchise Fee is $9,800
ii If Franchisee is a level 2 franchisee, the Initial Franchise Fee is $3,195
iii If Franchisee is a level 3 franchisee, the Initial Franchise Fee is $495

CruiseOne may finance the Initial Franchise Fee for qualified level 1 franchisees If Franchisee qualifies, when it signs this Agreement, it shall pay CruiseOne a nonrefundable application fee of $75, pay $3,500 toward the Initial Franchise Fee, and issue a promissory note in the form attached to Exhibit 3 1 a (the **Note**) for the balance If Franchisee is an entity, its owners shall personally guaranty the Note by signing a guaranty substantially in the form attached to Exhibit 3 1 a (the **Guaranty**) The Note is payable in 24 equal monthly installments CruiseOne may require Franchisee to pay amounts due under the Note by electronic funds transfer or by authorizing CruiseOne to debit Franchisee s credit card or bank account, or any other Payment System If CruiseOne does so require, Franchisee shall promptly take any actions and execute any documents that may be necessary to implement the required manner of payment and otherwise make or authorize such payments in the manner CruiseOne directs CruiseOne may offset against any overdue amounts Franchisee owes it under the Note amounts CruiseOne owes Franchisee under this Agreement

b **Royalty Fee** Franchisee shall pay a continuing non refundable royalty fee (the **Royalty Fee**") on its Annual Commissionable Sales (excluding those relating to travel insurance) not exceeding $22,500 (the **Annual Royalty Fee Cap**") calculated as follows

i 1 5% of Annual Commissionable Sales upon which CruiseOne receives a commission of 4 9% or less (excluding those relating to travel insurance),
ii 2% of Annual Commissionable Sales upon which CruiseOne receives a commission of more than 5% to 9 99% (excluding those relating to travel insurance), and
iii 3% of Annual Commissionable Sales upon which CruiseOne receives a commission of 10% and greater (excluding those relating to travel insurance)

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

Annual Commissionable Sales means the total commissionable sales price quoted for that Contract Year by the travel supplier (or other travel company or supplier, including travel insurers), excluding any non commissionable line items

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(including taxes or port charges) '**Contract Year** means each one-year period ending on the anniversary of the Effective Date Commissions and goods for non-cruise services (including travel services and charter and incentive programs) are established at varying rates depending upon the product or service Therefore, CruiseOne shall publish Franchisee s commission rates for those goods and services, and the Royalty Fee CruiseOne is entitled to thereon promptly after being notified of such rates by the supplier

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

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

Departed Commissionable Sales	**Service Fee**
$0 249,999	$150
$250,000 499,999	$100
$500,000 749,999	$50
$750,000 +	$25

d **Marketing Contribution** CruiseOne develops marketing programs for franchise participation To defray the expenses incurred to conduct these programs, Franchisee shall make an annual contribution thereto not to exceed 0 25% of Franchisee s Annual Commissionable Sales (the **Marketing Contribution**") Franchisee s annual contribution may not, however, exceed $1,000 CruiseOne shall deposit the Marketing Contribution into a special account called ***CruiseCreate*** Plus, the funds of which will be used for a variety of marketing programs and incentives CruiseOne shall grant Franchisee a credit equal to its Marketing Contribution that Franchisee may apply toward purchases of headquarter developed marketing materials, marketing services, enrollment in certain marketing programs or local marketing and advertising

e **Minimum Annual Commissionable Sales Fee** If as of the Effective Date Franchisee is a Level 3 franchisee and, as of the end of the first Contract Year, the Annual Commissionable Sales are less than $100,000, CruiseOne may change Franchisee from a Level 3 to a Level 1 franchisee and may require Franchisee to pay a fee equal to $9,305 If as of the Effective Date Franchisee is a Level 3 franchisee and, as of the end of the first Contract Year, the Annual Commissionable Sales are $100,000 to $199,999, CruiseOne may change Franchisee from a Level 3 to a Level 2 franchisee and may require Franchisee to pay a fee equal to $2,700 If as of the Effective Date Franchisee is a Level 2 franchisee and, as of the end of the first Contract Year, the Annual Commissionable Sales are less than $100,000, CruiseOne may change Franchisee from a Level 2 to a Level 1 franchisee and may require Franchisee to pay a fee equal to $6,605 Franchisee must pay these fees on demand but in no event later than 30 days following the end of the first Contract Year These fees do not apply after the first Contract Year

f **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

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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 Franchisee shall not use the Designated Credit-Card Account for any purpose, other than for the forgoing purposes Upon executing this Agreement, Franchisee shall provide CruiseOne with the credit-card account number for the Designated Credit Card Account and all other information needed to complete the authorization form contained in Exhibit 3 3, and Franchisee shall execute and deliver such form to CruiseOne Without CruiseOne s prior consent, Franchisee shall not terminate, or permit or suffer the expiration of, the Designated Credit-Card Account Franchisee shall not in any manner, directly or indirectly, interfere with or impede CruiseOne s paying itself Due Amounts through the Designated Credit Card Account (including by revoking CruiseOne s authority to do so)

3 4 **Late Charge** Franchisee shall pay a late charge on demand of $25 for each payment that is overdue to cover CruiseOne s administrative costs in dealing with the late payment

3 5 **Application of Payments** Notwithstanding any designation by Franchisee, CruiseOne has the discretion to apply any payments made by Franchisee (including any payment effectuated through the Payment System) to any past due indebtedness of Franchisee, including Royalty Fees, purchases (including under any Note) from CruiseOne or its affiliates, late charges, or any other indebtedness of Franchisee to CruiseOne or its affiliates in any manner chosen by CruiseOne CruiseOne may offset any Due Amount against any amount it may owe Franchisee under or in connection with this Agreement

ARTICLE 4
THE FRANCHISEE'S DUTIES

4 1 **Conditions Precedent to Operating the Franchised Business** Franchisee shall not begin operating the Franchised Business, including by advertising, taking any deposits, entering into any customer contract, or booking any travel, until the following conditions are satisfied or CruiseOne has otherwise consented in writing (collectively, the "**Opening Conditions**")

a Franchisee's Manager completes Mandatory Initial Training to CruiseOne s satisfaction,

b Franchisee acquires all equipment and supplies (including the Computer System) CruiseOne requires,

c the Initial Franchise Fee and all other amounts due to CruiseOne and its affiliates under or in connection with this Agreement have been paid as required (including amounts due under any Note),

d Franchisee delivers to CruiseOne certificates of insurance and copies of all insurance policies or such other evidence of insurance coverage as CruiseOne reasonably requests,

e Franchisee acquires all licenses and permits needed to operate the Franchised Business,

f Franchisee satisfies any other opening conditions that CruiseOne may reasonably impose, and

g CruiseOne delivers written notice to Franchisee that the Opening Conditions have been met to its satisfaction, which determination it may make in its discretion

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

4 2 **Operational Requirements** To ensure that the highest degree of quality and service is uniformly maintained, Franchisee shall

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operate the Franchised Business in conformity with such uniform methods, standards and specifications as CruiseOne may from time to time prescribe in the Operations Standards Manual or otherwise Without limiting the foregoing, Franchisee shall

a operate the Franchised Business as a cruise and limited travel sales business only and shall not operate the Franchised Business as a full service ARC travel agency or perform wholesale travel services or act as a consolidator, CruiseOne may, from time to time, in its discretion, determine what goods and services fall within the purview of a limited-travel sales business (such goods and services may, in addition to cruises, include air travel, car rentals, hotel bookings, tours, travel protection, and shore excursions, as CruiseOne determines, from time to time, in its discretion),

b book all travel in accordance with the Operations Standards Manual using the intranet ***BusinessCenter,***

c use CruiseOne's CLIA and IATAN numbers to operate the Franchised Business and not procure or use Franchisee's own such numbers for the Franchised Business,

d not accept any commission check sent to it by any travel company and immediately remit any such check to CruiseOne for processing,

e record all transactions, and revenues relating thereto, on the approved Computer System, at the times and in the manner prescribed in the Operations Standards Manual, and otherwise use the Computer System to operate the Franchised Business in accordance with the Operations Standards Manual,

f use the ***MyCruiseControl*** reservation system and other designated CruiseOne software to book and process all travel bookings including third party related products such as travel insurance,

g promote, advertise, and sell travel services at prices and conditions that are in accordance with the policies set forth by the various travel suppliers and CruiseOne,

h maintain in sufficient supply (as CruiseOne may prescribe in the Operations Standards Manual), and use at all times, only such inventory, equipment, materials, advertising methods and formats, and supplies as conform with CruiseOne s standards and specifications, if any, therefor, at all times sufficient to meet the anticipated volume of business, and to refrain from deviating therefrom without CruiseOne s prior consent,

i adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with customers, suppliers, sales associates, independent contractors, CruiseOne, and the public,

j sell or offer for sale only such goods and services, from such suppliers, authorized in writing by CruiseOne for sale at retail to consumers from and through the Franchised Business and sell and offer for sale all such goods and services,

k discontinue selling and offering for sale any goods or services CruiseOne disapproves in writing, and

l hire no more than the number of qualified sales associates that CruiseOne approves that Franchisee has submitted for approval and acquire all required insurance for them

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

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employee or independent contractor, subject to applicable federal and state tax laws Without limiting any other obligations of the Franchisee, the Franchisee must responsibly supervise all of its employees and independent contractors Regardless of such supervision, misconduct of any independent contractor that Franchisee engages to perform services for it shall be attributed to Franchisee to the same extent as if it were misconduct by an employee of Franchisee, including misconduct constituting a breach of this Agreement

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

4 5 **Management of the Franchised Business** The Manager shall devote his or her best efforts to managing and operating the Franchised Business At all times it is open for business, the Franchised Business requires the Manager's day-to day supervision Unless CruiseOne agrees otherwise in writing, before the Manager, or any successor Manager, may manage the Franchised Business, he or she shall complete Mandatory Initial Training If CruiseOne permits the Manager to be an individual other than the Franchise Owner, and such Manager fails to satisfy his or her obligations under this Section 4 5 due to death, Disability, termination of employment, or for any other reason, the Franchise Owner shall satisfy such obligations until Franchisee designates a new Manager of the Franchised Business acceptable to CruiseOne who has successfully completed Mandatory Initial Training Franchisee is solely responsible for the costs and expenses associated therewith, including the then standard training fee CruiseOne charges for Mandatory Initial Training (which is currently $495)

4 6 **Approved Specifications and Sources of Supply** To the extent CruiseOne may periodically require, Franchisee shall purchase or lease equipment, supplies, inventory, advertising materials, and any other products and services used to operate the Franchised Business solely from suppliers, and in accordance with specifications, if any, that CruiseOne authorizes in writing CruiseOne may revoke such authorization at any time in writing CruiseOne may approve a single supplier for any brand and may approve a supplier only as to a certain brand or brands CruiseOne may designate itself or an affiliate as an exclusive or nonexclusive supplier of any goods or services used in connection with operating the Franchised Business Franchisee further acknowledges that CruiseOne has the right to realize a profit or derive revenue in any other manner from items that CruiseOne, its affiliates or CruiseOne s approved suppliers supply to Franchisee

4 7 **Compliance with Laws, Rules and Regulations** Franchisee shall comply with all federal, state, and local laws, rules and regulations Franchisee shall timely obtain, maintain, and renew when required any and all permits, certificates, or franchises necessary for the full and proper conduct of the Franchised Business under this Agreement, including qualification to do business, fictitious, trade, or assumed name registration, occupational licenses, and sales tax permits

4 8 **Tax Payments** Franchisee shall promptly pay when due all taxes levied or assessed by any federal, state or local tax authority Such taxes include unemployment taxes, withholding taxes, sales taxes, income taxes, tangible commercial personal property taxes, real-estate taxes, intangible taxes and any other taxes or imposts arising in connection with the Franchised Business, including payroll taxes for any sales associate employed by Franchisee

4 9 **Customer Surveys, Customer List** Franchisee shall present customers with such evaluation forms as CruiseOne may periodically prescribe If CruiseOne requests, Franchisee shall participate or request its customers to participate in any marketing surveys performed by or on behalf of CruiseOne Franchisee shall also create and maintain for CruiseOne, in such manner as CruiseOne may from time to time require, a current customer list containing as to each and every customer such customer s name, address, email address, telephone number and zip code (9 digits) and supply a copy of such list to CruiseOne upon request

4 10 **Certification of Performance** No later than three business days after requested by CruiseOne, Franchisee shall execute and deliver to CruiseOne a certification (the 'Certification of Performance"), in a form CruiseOne reasonably requests, confirming that CruiseOne has performed its preopening obligations under this Agreement If, however, Franchisee does not reasonably believe that CruiseOne has performed all its preopening obligations hereunder, it shall, within such three-day period, provide CruiseOne with written notice specifically describing the obligations that CruiseOne has not performed In such case, Franchisee shall execute and deliver the Certification of Performance not later than three-business days after CruiseOne completes all the non performed obligations specifically described in such notice Franchisee shall execute and deliver the Certification to CruiseOne even if CruiseOne performed such obligations after the time performance was due under this Agreement The term "**preopening obligations** means such of CruiseOne s obligations to Franchisee under this Agreement that shall be performed before the Opening Date for the Franchised Business

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ARTICLE 5
PROPRIETARY PROPERTY

5 1 **Franchisee's Use of the Proprietary Property** Franchisee may use the Proprietary Property only in accordance with the standards and specifications CruiseOne prescribes in this Agreement and the Operations Standards Manual from time to time Without limiting the foregoing

a Franchisee shall use the Proprietary Property only in connection with operating the Franchised Business,

b Franchisee shall use the Proprietary Marks as the sole service mark/trademark identifications for the Franchised Business and prominently display the Proprietary Marks on or in connection with all materials CruiseOne designates, and only in the manner CruiseOne prescribes,

c Franchisee shall not use the Proprietary Property as security for any obligation or indebtedness nor in any manner encumber it,

d Franchisee shall not use the Proprietary Marks as part of its corporate, partnership or other legal name,

e Franchisee shall not use or attempt to register any other trademarks, service marks, or other commercial symbol that is the same as or similar to any of the Proprietary Marks, nor any mark with conceptual, phonetic, or graphic similarity to the Proprietary Marks, and

f Franchisee shall comply with CruiseOne's instructions concerning filing and maintaining the requisite fictitious, trade, or assumed name registrations for the ***CruiseOne***® tradename, and execute any documents CruiseOne or its counsel deems reasonably necessary to obtain protection for the Proprietary Property and CruiseOne's interest therein, and

g Franchisee shall exercise caution when using CruiseOne's Proprietary Property to ensure that the Proprietary Property is not jeopardized in any manner

5 2 **CruiseOne's Right to Modify the Proprietary Marks** If, at any time, in CruiseOne's discretion, it becomes advisable to modify or discontinue the use of any Proprietary Mark or use one or more additional or substitute names or marks—for reasons including the rejection of any pending application for registration or revocation of any existing registration of any of the Proprietary Marks, or the superior rights of senior users—Franchisee shall do so at its sole expense within 30 days of CruiseOne s request In such event, CruiseOne is has no liability of any nature to Franchisee

5 3 **Ownership** Except as expressly granted in this Agreement, Franchisee has no ownership or other rights in the Proprietary Property CruiseOne is the owner or authorized licensee of the Proprietary Property All goodwill associated with the Franchised Business inures directly and exclusively to CruiseOne s benefit

5 4 **Infringement** Franchisee is obligated to notify CruiseOne of the use of, or claims of rights to, a trademark identical or confusingly similar to any of the Proprietary Marks CruiseOne is not obligated to take any affirmative action when notified of such uses or claims CruiseOne will control any administrative proceedings or litigation involving its Proprietary Marks, and CruiseOne is not required to participate in Franchisee s defense or indemnify Franchisee for expenses or damages if Franchisee is a party to an administrative proceeding or litigation involving the Proprietary Marks, or if the proceeding is resolved unfavorably to Franchisee

ARTICLE 6
OPERATIONS STANDARDS MANUAL AND OTHER CONFIDENTIAL INFORMATION

6 1 **In General** To protect the reputation and good will of CruiseOne, and to maintain uniform standards of operation under the Proprietary Marks, Franchisee shall conduct its Franchised Business in accordance with the Operations Standards Manual The Operations Standards Manual is an integral part of this Agreement and has the same force and effect as if fully set forth herein

6 2 **Confidential Use** At all times, Franchisee shall treat and maintain the Confidential Information as confidential and trade secrets of CruiseOne At all times, Franchisee shall keep the Operations Standards Manual in a secure area and may not make any copies thereof Franchisee shall strictly limit access to the Confidential Information to its sales associates, to the extent they have a need to know' in order to perform their jobs Franchisee shall report the theft, loss, or destruction of the Operations Standards Manual or any portion thereof, immediately to CruiseOne Without CruiseOne s prior consent, Franchisee shall not, at any time, copy, record, or otherwise reproduce any of the Confidential Information, in whole or in part All persons to whom Franchisee grants access to the Operations Standards Manual or any other Confidential Information, shall first be required by Franchisee to sign CruiseOne s standard form of confidentiality agreement Without limiting the generality of the foregoing, all Franchisee s owners and sales associates shall sign such a confidentiality agreement prior to acquiring their ownership interest or beginning employment Promptly after execution of all such confidentiality agreements Franchisee shall deliver copies thereof to CruiseOne

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6 3 **Periodic Revisions** CruiseOne may periodically revise and change the contents of the Operations Standards Manual Beginning on the 30th day (or such longer time as specified by CruiseOne) after delivery of written notice from CruiseOne, Franchisee shall comply with each new or changed provision CruiseOne may notify Franchisee of revisions by posting them on the intranet ***BusinessCenter***, or in any other manner that CruiseOne elects Franchisee shall log onto the intranet ***BusinessCenter*** at least once each business day to check for revisions to the Operations Standards Manual and for any information concerning CruiseOne designated software (including any directions pertaining to maintenance and updates of such software, which directions Franchisee shall promptly implement) Revisions to the Operations Standards Manual shall be based on what CruiseOne, in its discretion, deems in the best interests of the System, including promoting quality, enhancing goodwill, increasing efficiency, decreasing administrative burdens, or improving profitability of CruiseOne or its franchisees Because complete and detailed uniformity under many varying conditions may not be possible or practical, CruiseOne may, in its discretion and as it may deem in the best interests of all concerned in any specific instance, vary standards for any franchisee based upon the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, or any condition that CruiseOne deems important to the successful operation of such franchisee's Franchised Business Franchisee is not entitled to require CruiseOne to grant to Franchisee a like or similar variation under this Agreement Franchisee shall at all times ensure that its copy of the Operations Standards Manual contains all revisions CruiseOne delivers In the event of any dispute as to the contents of the Operations Standards Manual, the terms contained in the Master Copy of the Operations Standards Manual CruiseOne maintains at CruiseOne's home office are controlling

ARTICLE 7
ADVERTISING

7 1 **Advertising by Franchisee** Franchisee shall submit all materials (irrespective of the medium) that it wants to use for advertising, promotions, or marketing ('**Advertising Materials**) to CruiseOne for its prior written approval, unless they have already been approved or consist solely of materials provided by CruiseOne If, within 10 days from the date CruiseOne receives such submitted materials, Franchisee does not receive CruiseOne s written approval thereof, they are considered disapproved If, in CruiseOne's judgment, any Advertising Materials may injure or harm the System, CruiseOne may require Franchisee to withdraw or discontinue their use, even if previously approved Within five days after delivery of such notice, Franchisee shall have withdrawn and discontinued use of the relevant Advertising Materials Franchisee is only required to advertise the Franchised Business within the United States and to United States residents This includes any online advertising that may have a global reach Franchisee shall not use any Advertising Materials until CruiseOne delivers written notice to Franchisee that the Opening Conditions have been satisfied to CruiseOne s satisfaction All Advertising Materials (including, if any, phone listings, online listings, social media accounts, newspaper, direct mail advertisements, and business cards) must contain Franchisee s ***CruiseOne®*** assumed-business-name and the city, state, as well as any other standards required by the Operations Standards Manual If the Contact Location is the Franchise Owner's personal address, Franchisee need not publish that address, but may instead use a mail stop or virtual mailbox with a physical address Post office boxes are not permissible

7 2 **Internet Advertising Prohibition** Franchisee may advertise on the Internet as ***CruiseOne®*** only if it strictly complies with the Operations Standards Manual provisions governing those activities Franchisee may purchase vanity domain names in accordance with the Operations Standards Manual, however, it may not register domain names containing ***CruiseOne®*** or any variation thereof With respect to any aspect of the System or the Franchised Business (including the use of the Proprietary Marks), CruiseOne retains the sole right to advertise on the Internet, create or operate a Web site or sites, and use ***CruiseOne®*** as part of any domain name CruiseOne exclusively owns all rights in such domain names and such other domain names as CruiseOne designates in the Operations Standards Manual Without limiting the generality of the foregoing, Franchisee may maintain or operate a ***CruiseOne®*** social media page in accordance with CruiseOne s social media policy and guidelines contained in the Operations Standards Manual However, Franchisee may not maintain or operate an independent website or independent social media page (such as Facebook, Twitter, or a blog) that directly or indirectly promotes the Franchised Business without obtaining CruiseOne s prior approval Additional Internet policies are contained in the Operations Standards Manual

ARTICLE 8
ACCOUNTING AND RECORDS

8 1 **Books and Records** Franchisee shall create and maintain accurate and complete financial books, records, and reports in such form, with such content, and in such manner as CruiseOne may, from time to time, prescribe in the Operations Standards Manual Franchisee shall, at the end of each month, zero out its cruise and other travel bookings for that month Franchisee shall provide copies of such books, records, and reports to CruiseOne at such intervals as CruiseOne may, from time to time, prescribe in the Operations Standards Manual or otherwise in writing Franchisee s books, records, and reports must not contain information not relating to the Franchised Business Franchisee shall preserve such books, records, and reports for at least six years (including the period after this

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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

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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 $3,195

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 is sole expense, conducts a criminal and civil-background check on the transferee, using an investigation company that CruiseOne designates If the background check indicates any criminal or immoral conduct of any nature, CruiseOne shall not permit the proposed transfer

10 3 **No Encumbrance** Franchisee may not create, permit, or suffer a lien against, nor pledge, mortgage, hypothecate, grant a security interest in, or in any manner encumber this Agreement or 25% or more of its other assets or the voting or ownership interests in Franchisee (or in any owner of Franchisee) Any of the acts described in the foregoing sentence is considered a transfer of an interest in this Agreement by Franchisee

10 4 **Death or Disability** If Franchisee (if Franchisee is an individual) or any individual who holds an ownership interest in Franchisee (if Franchisee is an entity) dies or becomes Disabled, such individual (or his or her legal representative) must, within 90 days of the date of death or Disability, transfer his or her interest in Franchisee (or in any of Franchisee s owners) to another owner of Franchisee or a third party, in accordance with CruiseOne s then current transfer requirements, which requirements shall include the provision by the transferee of all information requested by CruiseOne and the execution by the transferee of an assumption agreement, in form and substance satisfactory to CruiseOne, under which the transferee assumes all of the transferor's obligations under this Agreement

10 5 **Right of First Refusal** If Franchisee proposes to transfer this Agreement to any third party (other than an entity controlled by Franchisee), Franchisee must first offer to sell such interest to CruiseOne on the same terms and conditions as offered by such third party, except CruiseOne may substitute cash for any form of payment Franchisee will obtain from the third party and provide CruiseOne a statement in writing, signed by the third party and Franchisee, of the terms of the offer (Letter of Intent) If CruiseOne elects not to accept the offer within a thirty (30) day period, Franchisee will have a maximum period of sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 10 2 b hereof Any material change in the terms of the offer will be deemed a new proposal subject to CruiseOne s right of first refusal So long as Franchisee has obtained CruiseOne s prior written consent, which will not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, is not subject to Franchisor s first right of refusal

ARTICLE 11
DEFAULT AND TERMINATION

11 1 **Termination by CruiseOne—Without Notice** Upon the occurrence of any of following events, CruiseOne may immediately terminate this Agreement

a Franchisee becomes insolvent or makes a general assignment for the benefit of creditors,

b a petition in bankruptcy is filed by Franchisee or such a petition is filed against or consented to by Franchisee and such petition is not dismissed within 45 days,

c Franchisee is adjudicated as bankrupt,

d a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee,

e a receiver or other custodian (permanent or temporary) of Franchisee's business or assets is appointed by any court of competent jurisdiction,

f proceedings for a composition with creditors under Federal or any state law is instituted by or against Franchisee,

g a final judgment in excess of $5,000 remains unsatisfied or of record for 30 days or longer (unless a superseded bond is filed),

h execution is levied against Franchisee s operation or property, or suit to foreclose any lien or mortgage its assets is instituted against Franchisee and not dismissed within 45 days, or

i a substantial portion of Franchisee's real or personal property used in the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable

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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 it 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

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system, or software access or support—for any period during which it is in default of any of its obligations hereunder CruiseOne s exercise of the foregoing right does not preclude it from subsequently electing or seeking any other remedy to which it may have been entitled on account of the default for which it initially suspended performing its obligations

11 6 **Franchisee's Termination Right** Franchisee may terminate this Agreement before the expiration of the one year period beginning on the Effective Date, but only if it satisfies all the following conditions

a it has strictly complied with all its obligations under this Agreement and any other agreement with CruiseOne (including any Note),

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

ARTICLE 12
OBLIGATIONS OF THE FRANCHISEE UPON TERMINATION OR EXPIRATION

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

12 1 **Cease Operations** Franchisee shall immediately cease operating the Franchised Business Thereafter Franchisee shall not, directly or indirectly, use any of the Proprietary Property Nor may Franchisee represent himself or herself as a present or former franchisee of CruiseOne (except to the extent required by federal or state franchise-registration and disclosure laws) or in any other way affiliate itself, himself, or herself with the System Franchisee shall immediately cease using all stationery, signage, and any other materials containing the Proprietary Marks The Franchise shall not use any reproduction or colorable imitation of the Proprietary Marks, imitate any methods of operation, or undertake any other conduct that is likely to cause confusion, mistake, or deception, or that is likely to dilute CruiseOne s rights in and to the Proprietary Marks Franchisee shall not at any time after expiration or termination use or attempt to register (or assist any third party to do the same) any trademarks, service marks, or other commercial symbol that is the same as or similar to any of the Proprietary Marks, nor any mark with conceptual, phonetic or graphic similarity to those of CruiseOne or its affiliates In addition, Franchisee shall not use any designation of origin or description or representation that falsely suggests or represents an association or connection with CruiseOne, or any of its affiliates Any such action undertaken by Franchisee is considered unfair competition Franchisee shall also immediately cease using any telephone numbers for the Franchised Business used at any time before such expiration or termination

12 2 **Payment of Outstanding Amounts** Except for refunds expressly required hereunder, CruiseOne may retain all fees paid under this Agreement In addition, within 10 days after the effective date of termination or expiration (or such later date(s) as it is determined that amounts are due to CruiseOne), Franchisee shall pay CruiseOne all Royalty Fees, amounts owed for products or services Franchisee purchased from CruiseOne or its affiliates, and all other unpaid amounts Franchisee owes to CruiseOne or its affiliates (including under any Note, whether or not then due and payable)

12 3 **Return of Materials** At its expense, Franchisee shall immediately turn over to CruiseOne at its then current headquarters all tangible and intangible Proprietary Property (together with all copies and any other forms of reproductions of such materials) in Franchisee s possession or control All such Proprietary Property (as well as copies and reproductions thereof) are CruiseOne s exclusive property Franchisee shall immediately destroy all Confidential Information and other Proprietary Property residing on the Computer System or on other electronic, optical, or other data-storage devices

12 4 **Notice of Pending Bookings** Within two business days after the expiration or sooner termination of this Agreement, Franchisee shall provide CruiseOne with written notice containing the name, address, telephone number, location and payment status pertaining to each reservation then outstanding not under final payment Franchisee shall complete all bookings in progress at the time of expiration or termination of this Agreement in the manner provided in the Operations Standards Manual or as CruiseOne as 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

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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 solicit or otherwise 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

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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 solicit or otherwise 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

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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, postjudgment, 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**

a 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

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with recovery of reasonable attorneys fees and costs incurred in obtaining such equitable relief) It may do so without demonstrating or proving any actual damage The foregoing equitable remedies are in addition to all other rights or remedies to which CruiseOne may otherwise be entitled because of any breach of this Agreement by Franchisee CruiseOne may seek such relief without posting any bond or security But if a court of competent jurisdiction, nevertheless, requires a bond or security, a bond or security in the sum of $1,000 is sufficient Notwithstanding anything in this Agreement to the contrary, CruiseOne may seek injunctive relief in any jurisdiction that has jurisdiction over Franchisee

ARTICLE 16
TERM

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

ARTICLE 17
DEFINITIONS

17 1 **Definitions** For the purposes of this Agreement, the following terms have the following meanings

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

"Agreement" means this Franchise Agreement, as it may be amended, supplemented, or otherwise modified in accordance with Section 18 2

"Annual Commissionable Sales" has the meaning set forth in Section 3 1 b i **"Mandatory Initial Training"** has the meaning set forth in Section 2 1 a

"Business Affiliate" means any of CruiseOne's, or any of its affiliates, employees, 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

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"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

"Marketing Contribution" has the meaning set forth in Section 3 1 d

"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)

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"Service Fee" has the meaning set forth in Section 3 1 c

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

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

17 2 **Other Definitional Provisions**

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

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

ARTICLE 18
GENERAL PROVISIONS

18 1 **Entire Agreement** This Agreement, together with any other written agreement expressly referenced herein, represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, understandings, and representations, if any, made by and between the parties No representation, inducement, promise, or agreement, oral or otherwise, if any, not embodied in this Agreement or any other written agreement expressly referenced herein, is of any force and effect This Section 18 1 does not supersede any certifications that the Franchisee made to Franchisor, pursuant to any certification form that Franchisor provided, with respect to Franchisee's (or its affiliates) right to enter this Agreement or provide any services in connection with operating the Franchised Business ***Nothing in this Section 18 1 is intended to disclaim, or require Franchisee to waive reliance on, any representation made in the FDD that CruiseOne has provided it, except with respect to specific contract terms and conditions set forth in the FDD that Franchisee has voluntarily waived during the course of franchise sale negotiations***

18 2 **Amendments** The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought and making specific reference to this Agreement With respect to CruiseOne, only a duly authorized executive officer of CruiseOne has the authority to execute any amendment on behalf of CruiseOne None of CruiseOne's other officers, employees, or agents have authority to execute any amendment This Section is subject to the terms of Sections 18 3 and 18 6

18 3 **Modification of the System** FROM TIME TO TIME AFTER THE AGREEMENT DATE, CRUISEONE MAY CHANGE OR MODIFY THE SYSTEM (INCLUDING THE TYPES OF GOODS AND SERVICES OFFERED BY THE FRANCHISED BUSINESS) THE FRANCHISEE SHALL ACCEPT, AND IS BOUND BY, SUCH CHANGES TO AND MODIFICATIONS OF THE SYSTEM AS IF THEY WERE PART OF THIS AGREEMENT AT THE TIME IT WAS EXECUTED THE FRANCHISEE SHALL MAKE ALL SUCH EXPENDITURES AS CRUISEONE MAY REASONABLY REQUIRE TO TIMELY AND EXPEDITIOUSLY IMPLEMENT AND COMPLY WITH SUCH CHANGES OR MODIFICATIONS

18 4 **Binding Effect** All of the terms and provisions of this Agreement, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective legal representatives, heirs, successors, and permitted assigns

18 5 **Notices** All notices, requests, demands, consents and other communications required or permitted under this Agreement must be in writing and must be (as elected by the person giving such notice) hand delivered by messenger or courier service, mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties at their respective addresses set forth adjacent to their respective signatures below or to such other address as that party may designate by notice complying with the terms of this Section 18 5 Each such notice is deemed delivered (a) on the date delivered if by personal delivery, (b) on the date of transmission, with confirmed answer back if by facsimile or e mail, or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities or courier service as not deliverable, as the case may be, if mailed or couriered

18 6 **Severability** If any provision of this Agreement, or any other agreement entered into under this Agreement, is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision is inapplicable and deemed omitted to the extent so

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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 any Dispute, are governed by, and are to be construed and enforced in accordance with, the internal laws of Florida, without regard to its conflict-of-laws principles NOTWITHSTANDING THE FOREGOING, ANY STATUTES IN THE FOREGOING JURISDICTION REGULATING THE OFFER OR SALE OF FRANCHISES, BUSINESS OPPORTUNITIES, OR SIMILAR INTERESTS OR GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES TO THIS AGREEMENT, OR BETWEEN CRUISEONE AND THE FRANCHISEE S GUARANTORS AND OWNERS, IF ANY, DO NOT APPLY UNLESS THEIR RESPECTIVE JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION

18 9 **Jurisdiction and Venue** A substantial portion of the negotiations, anticipated performance, and execution of this Agreement occurred or will occur in Broward County, Florida Therefore, subject to the provisions of ARTICLE 15, each of the parties irrevocably and unconditionally (a) agrees that any suit, action or legal proceeding arising out of or relating to any Dispute must be brought only in the courts of record of the State of Florida in Broward County or the District Court of the United States, Southern District of Florida, (b) consents to the jurisdiction of each such court in any suit, action, or proceeding,
(c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts, and (d) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in the State of Florida

18 10 **Waiver of Punitive Damages Claims** EXCEPT AS SET FORTH IN SECTION 13 1 G, TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES MUTUALLY AND WILLINGLY WAIVE ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, EACH IS LIMITED TO RECOVERING ONLY THE ACTUAL DAMAGES IT SUSTAINS

18 11 **Waiver of Jury Trial** THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE—INCLUDING ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS AND INTERVENOR S CLAIMS— WHETHER ARISING FROM OR RELATED TO THE SALE, NEGOTIATION, EXECUTION, OR PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS AGREEMENT RELATES

18 12 **Remedies Cumulative** Except as otherwise expressly provided in this Agreement, no remedy in this Agreement conferred upon any party is intended to be exclusive of any other remedy Each and every such remedy is cumulative and is in addition to every other remedy given under this Agreement or , subject to any choice of law provided in this Agreement, now or later existing at law or in equity or by statute or otherwise No single or partial exercise by any party of any right, power, or remedy under this Agreement precludes any other or further exercise of such right, power, or remedy

18 13 **Effectiveness, Counterparts** This Agreement is not effective or binding or enforceable against CruiseOne until it is accepted by CruiseOne and executed by a duly authorized executive officer No other officer, employee or agent of CruiseOne has authority to accept or execute this Agreement on behalf of CruiseOne Franchisee is advised not to incur any expenses with respect to opening the Franchised Business until Franchisee has received a final executed copy of this Agreement from CruiseOne s home office executed by its President This Agreement may be executed in two or more counterparts, each of which is an original, but all of which together constitute one and the same instrument Confirmation of execution by facsimile, or scanned and e mailed, signature page is binding upon any party so confirming

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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 consists of more than one person, all such persons are jointly and severally liable for Franchisee s liabilities and obligations under this Agreement All Franchisee s legal and beneficial owners shall enter the Joinder agreement set forth below By doing so, each of such owners agrees, among other things, that he or she is bound by all the terms of this Agreement as if he or she were Franchisee thereunder and agrees that he or she is jointly and severally liable with the other owners 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 intentionally left blank]

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

CRUISEONE

CruiseOne, Inc

By _____
(signature)
Print Name Deborah M Fiorino
Title Senior Vice President
Company Address 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, Florida 33309 1955
Facsimile 954 958 3697
Email contractadministration@wth com
Date _____

THE FRANCHISEE

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

_____

By _____
(signature)
Print Name _____
Title *(complete only if a Company name is filled in above)*
_____
Franchisee Address _____
_____
Facsimile _____
Email _____
Date _____

JOINDER

The parties signing below constitute all Franchisee s beneficial and legal owners Each of such parties agrees that he or she is jointly and severally liable with each other and Franchisee for all Franchisee s obligations under this Agreement, as modified from time to time with or without that party s consent thereto and is personally bound by all the terms thereof as if he or she were Franchisee thereunder, as well as agrees to be bound by all provisions of the Agreement applicable to Restricted Parties

_____
(signature)
Print Name _____
Ownership Percentage _____%

_____
(signature)
Print Name _____
Ownership Percentage _____%

_____
(signature)
Print Name _____
Ownership Percentage _____%

_____
(signature)
Print Name _____
Ownership Percentage _____%

RESTRICTED PARTY JOINDER

Each of the parties signing below, being an owner, officer, or director of Franchisee, or a Significant Other of any of the foregoing, and therefore a "Restricted Party under Section 13 1 a of the Franchise Agreement, agrees that he or she is bound by the terms of that Section and all other provisions in the Franchise Agreement pertaining to preserving the CruiseOne s confidential information, trade secrets, and other Proprietary Property, including those in ARTICLE 6

_____
(signature)
Print Name _____

_____
(signature)
Print Name _____

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SCHEDULE 1 1 GRANT/FRANCHISEE LEVEL
Franchisee is a Level____Franchisee

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SCHEDULE 1 2

LOCATION OF THE FRANCHISED BUSINESS/ DESCRIPTION OF THE CONTACT LOCATION

The Contact Location is_____

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EXHIBIT 3 1 A NOTE AND GUARANTY

(SEE ATTACHED)

Exhibit 3 1 a
PROMISSORY NOTE

U S $_____ **Date** ___,_____, 20 **Maturity Date** _____

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

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

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

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

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

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

a) Maker fails to pay any installment of principal or interest when due or fails to timely pay or perform any of its other obligations under this Note,

b) Maker defaults under the franchise agreement (the **Franchise Agreement**') it is entering with Payee simultaneously with issuing this Note, or any other agreement with Payee or any of its affiliates, subject to any notice and cure period provided under such agreements,

c) Maker transfers (as said term is defined in the Franchise Agreement) or otherwise assigns the Franchise Agreement or any interest therein or in Maker if Maker is a business entity (whether or not Payee consents thereto),

d) if Maker—or any person signing on Maker's behalf—is an individual, such individual dies or becomes incapacitated, or, if Maker is a partnership, any partner dies, or if Maker—or any person signing on Maker's behalf or owning more than 50% of the ownership or voting interests in Maker—is an entity, and such entity dissolves,

e) Maker makes any assignment for the benefit of creditors,

f) Maker becomes insolvent or fails to pay its debts as and when they become due and payable,

g) Maker is adjudicated bankrupt, or

h) any person files an action—voluntary or involuntary—for the purpose of declaring Maker bankrupt or insolvent or for the purpose of subjecting Maker to reorganization, receivership or dissolution

Maker and all endorsers and guarantors of this Note, if any, hereby waive valuation and appraisement, 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

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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 guarantor's, 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)*

_____

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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

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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

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EXHIBIT 3 3 1 DESIGNATED CREDIT-CARD ACCOUNT/AUTHORIZATION FORM

(SEE ATTACHED)

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Attachment 3.3-1

Credit Card Authorization Franchise Development Department

Franchisee Name	
Franchise # (Office Use Only)	
Franchise Fee	
Less 10% Diversity Fran Discount	
Less 20% Veteran Discount	
Less Promissory Note	
Additional Person Fee	
Errors & Omissions Fee (Paid Annually – $150 00 per person)	
Deposit	
Open Balance	
Final Payment	
Name on Credit Card	
Credit Card # or Check #	
Amount Authorized	
Expiration Date	
Date Authorized to Process Charge	
Training Date	
Your Address	
Your Phone #	
Signature of card holder	
Notes	

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Attachment 3.3-2

Dedicated Credit Card for Your New Franchise Business

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

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

Form **W-9**
(Rev December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester Do not send to the IRS

Print or type
See Specific Instructions on page 2

1 Name (as shown on your income tax return) Name is required on this line do not leave this line blank.

2 Business name/disregarded entity name if different from above

3 Check appropriate box for federal tax classification check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company Enter the tax classification (C=C corporation S=S corporation P=partnership) ▶
Note For a single-member LLC that is disregarded do not check LLC check the appropriate box in the line above for the tax classification of the single-member owner
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities not individuals see instructions on page 3)
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U S.)

5 Address (number street, and apt. or suite no.)

Requester's name and address (optional)

6 City state and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box The TIN provided must match the name given on line 1 to avoid backup withholding For individuals this is generally your social security number (SSN) However for a resident alien sole proprietor or disregarded entity see the Part I instructions on page 3 For other entities it is your employer identification number (EIN) If you do not have a number see *How to get a TIN* on page 3

Note If the account is in more than one name see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury I certify that

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and

2 I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding and

3 I am a U S citizen or other U S person (defined below) and

4 The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return For real estate transactions item 2 does not apply For mortgage interest paid acquisition or abandonment of secured property cancellation of debt contributions to an individual retirement arrangement (IRA) and generally payments other than interest and dividends you are not required to sign the certification but you must provide your correct TIN See the instructions on page 3

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Future developments. Information about developments affecting Form W 9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*

Purpose of Form

An individual or entity (Form W 9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN) individual taxpayer identification number (ITIN) adoption taxpayer identification number (ATIN) or employer identification number (EIN) to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include but are not limited to the following:

Form 1099 INT (interest earned or paid)

Form 1099-DIV (dividends including those from stocks or mutual funds)

Form 1099 MISC (various types of income prizes awards or gross proceeds)

Form 1099 B (stock or mutual fund sales and certain other transactions by brokers)

Form 1099-S (proceeds from real estate transactions)

Form 1099 K (merchant card and third party network transactions)

Form 1098 (home mortgage interest) 1098 E (student loan interest) 1098-T (tuition)

• Form 1099-C (canceled debt)

Form 1099-A (acquisition or abandonment of secured property)

Use Form W 9 only if you are a U.S person (including a resident alien) to provide your correct TIN

If you do not return Form W 9 to the requester with a TIN you might be subject to backup withholding See What is backup withholding? on page 2

By signing the filled out form you

1 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued)

2 Certify that you are not subject to backup withholding or

3 Claim exemption from backup withholding if you are a U S exempt payee If applicable you are also certifying that as a U S person your allocable share of any partnership income from a U S trade or business is not subject to the withholding tax on foreign partners share of effectively connected income and

4 Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U S person and a requester gives you a form other than Form W 9 to request your TIN you must use the requester s form if it is substantially similar to this Form W 9

Definition of a U.S. person For federal tax purposes you are considered a U S person if you are

- An individual who is a U S citizen or U S resident alien,
- A partnership corporation company or association created or organized in the United States or under the laws of the United States
- An estate (other than a foreign estate) or

A domestic trust (as defined in Regulations section 301 7701 7)

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners share of effectively connected taxable income from such business Further in certain cases where a Form W 9 has not been received the rules under section 1446 require a partnership to presume that a partner is a foreign person and pay the section 1446 withholding tax Therefore if you are a U S person that is a partner in a partnership conducting a trade or business in the United States provide Form W 9 to the partnership to establish your U S status and avoid section 1446 withholding on your share of partnership income

In the cases below the following person must give Form W 9 to the partnership for purposes of establishing its U S status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States

- In the case of a disregarded entity with a U S owner the U.S owner of the disregarded entity and not the entity
- In the case of a grantor trust with a U S grantor or other U S owner generally the U S grantor or other U S owner of the grantor trust and not the trust and

In the case of a U S trust (other than a grantor trust) the U.S trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U S branch of a foreign bank that has elected to be treated as a U S person do not use Form W 9 Instead use the appropriate Form W 8 or Form 8233 (see Publication 515 Withholding of Tax on Nonresident Aliens and Foreign Entities)

Nonresident alien who becomes a resident alien. Generally only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U S tax on certain types of income However most tax treaties contain a provision known as a saving clause Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U S resident alien for tax purposes

If you are a U S resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U S tax on certain types of income you must attach a statement to Form W 9 that specifies the following five items

1 The treaty country Generally this must be the same treaty under which you claimed exemption from tax as a nonresident alien

2 The treaty article addressing the income

3 The article number (or location) in the tax treaty that contains the saving clause and its exceptions

4 The type and amount of income that qualifies for the exemption from tax.

5 Sufficient facts to justify the exemption from tax under the terms of the treaty article

Example. Article 20 of the U S China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States Under U S law this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years However paragraph 2 of the first Protocol to the U S -China treaty (dated April 30 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W 9 a statement that includes the information described above to support that exemption

If you are a nonresident alien or a foreign entity give the requester the appropriate completed Form W-8 or Form 8233

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest dividends, broker and barter exchange transactions rents royalties nonemployee pay payments made in settlement of payment card and third party network transactions and certain payments from fishing boat operators Real estate transactions are not subject to backup withholding

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN make the proper certifications and report all your taxable interest and dividends on your tax return

Payments you receive will be subject to backup withholding if

1 You do not furnish your TIN to the requester

2 You do not certify your TIN when required (see the Part II Instructions on page 3 for details)

3 The IRS tells the requester that you furnished an incorrect TIN

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only) or

5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W 9 for more information.

Also see *Special rules for partnerships* above

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons Certain payees are exempt from FATCA reporting See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W 9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example you may need to provide updated information if you are a C corporation that elects to be an S corporation or if you no longer are tax exempt In addition you must furnish a new Form W 9 if the name or TIN changes for the account; for example if the grantor of a grantor trust dies

Penalties

Failure to furnish TIN If you fail to furnish your correct TIN to a requester you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding If you make a false statement with no reasonable basis that results in no backup withholding you are subject to a $500 penalty

Criminal penalty for falsifying information Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law the requester may be subject to civil and criminal penalties

Specific Instructions

Line 1

You must enter one of the following on this line **do not** leave this line blank. The name should match the name on your tax return

If this Form W 9 is for a joint account, list first, and then circle the name of the person or entity whose number you entered in Part I of Form W 9

a. **Individual.** Generally enter the name shown on your tax return If you have changed your last name without informing the Social Security Administration (SSA) of the name change enter your first name the last name as shown on your social security card and your new last name

Note. ITIN applicant: Enter your individual name as it was entered on your Form W 7 application line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application

b **Sole proprietor or single-member LLC** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1 You may enter your business trade or doing business as (DBA) name on line 2

c **Partnership LLC that is not a single-member LLC C Corporation or S Corporation.** Enter the entity s name as shown on the entity s tax return on line 1 and any business trade or DBA name on line 2

d **Other entities** Enter your name as shown on required U S federal tax documents on line 1 This name should match the name shown on the charter or other legal document creating the entity You may enter any business trade or DBA name on line 2

e **Disregarded entity** For U S federal tax purposes an entity that is disregarded as an entity separate from its owner is treated as a disregarded entity See Regulations section 301 7701 2(c)(2)(iii) Enter the owner's name on line 1 The name of the entity entered on line 1 should never be a disregarded entity The name on line 1 should be the name shown on the income tax return on which the income should be reported For example if a foreign LLC that is treated as a disregarded entity for U S federal tax purposes has a single owner that is a U S person the U S owner s name is required to be provided on line 1 If the direct owner of the entity is also a disregarded entity enter the first owner that is not disregarded for federal tax purposes Enter the disregarded entity s name on line 2 Business name/disregarded entity name. If the owner of the disregarded entity is a foreign person the owner must complete an appropriate Form W-8 instead of a Form W 9 This is the case even if the foreign person has a U S TIN

Line 2

If you have a business name trade name, DBA name or disregarded entity name you may enter it on line 2

Line 3

Check the appropriate box in line 3 for the U S federal tax classification of the person whose name is entered on line 1 Check only one box in line 3

Limited Liability Company (LLC) If the name on line 1 is an LLC treated as a partnership for U S federal tax purposes, check the Limited Liability Company" box and enter P in the space provided If the LLC has filed Form 8832 or 2553 to be taxed as a corporation check the Limited Liability Company" box and in the space provided enter C for C corporation or S for S corporation If it is a single-member LLC that is a disregarded entity do not check the Limited Liability Company box instead check the first box in line 3 Individual/sole proprietor or single-member LLC

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting enter in the appropriate space in line 4 any code(s) that may apply to you

Exempt payee code.

- Generally individuals (including sole proprietors) are not exempt from backup withholding
- Except as provided below corporations are exempt from backup withholding for certain payments including interest and dividends
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions
- Corporations are not exempt from backup withholding with respect to attorneys fees or gross proceeds paid to attorneys and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099 MISC

The following codes identify payees that are exempt from backup withholding Enter the appropriate code in the space in line 4

1—An organization exempt from tax under section 501(a) any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state the District of Columbia, a U S commonwealth or possession or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions agencies or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States the District of Columbia, or a U.S commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding The chart applies to the exempt payees listed above 1 through 13

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5 000[1]	Generally exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099 MISC Miscellaneous Income and its Instructions

[2] However the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding medical and health care payments attorneys fees gross proceeds paid to an attorney reportable under section 6045(f) and payments for services paid by a federal executive agency

Exemption from FATCA reporting code The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions Therefore if you are only submitting this form for an account you hold in the United States you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements A requester may indicate that a code is not required by providing you with a Form W 9 with Not Applicable (or any similar indication) written or printed on the line for a FATCA exemption code

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state the District of Columbia a U S commonwealth or possession or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1 1472 1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1 1472 1(c)(1)(i)

F—A dealer in securities commodities or derivative financial instruments (including notional principal contracts futures forwards and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed

Line 5

Enter your address (number street and apartment or suite number) This is where the requester of this Form W 9 will mail your information returns

Line 6

Enter your city state and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN your TIN is your IRS individual taxpayer identification number (ITIN) Enter it in the social security number box If you do not have an ITIN see *How to get a TIN* below

If you are a sole proprietor and you have an EIN you may enter either your SSN or EIN However the IRS prefers that you use your SSN

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page) enter the owner's SSN (or EIN if the owner has one) Do not enter the disregarded entity s EIN If the LLC is classified as a corporation or partnership enter the entity's EIN

Note. See the chart on page 4 for further clarification of name and TIN combinations

How to get a TIN. If you do not have a TIN apply for one immediately To apply for an SSN get Form SS 5 Application for a Social Security Card from your local SSA office or get this form online at *www ssa.gov* You may also get this form by calling 1-800-772 1213 Use Form W 7 Application for IRS Individual Taxpayer Identification Number to apply for an ITIN or Form SS-4 Application for Employer Identification Number to apply for an EIN You can apply for an EIN online by accessing the IRS website at *www irs gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business You can get Forms W 7 and SS-4 from the IRS by visiting IRS gov or by calling 1-800-TAX FORM (1-800-829 3676)

If you are asked to complete Form W 9 but do not have a TIN apply for a TIN and write Applied For" in the space for the TIN sign and date the form and give it to the requester For interest and dividend payments and certain payments made with respect to readily tradable instruments generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments The 60-day rule does not apply to other types of payments You will be subject to backup withholding on all such payments until you provide your TIN to the requester

Note. Entering Applied For" means that you have already applied for a TIN or that you intend to apply for one soon

Caution *A disregarded U S entity that has a foreign owner must use the appropriate Form W-8*

Part II Certification

To establish to the withholding agent that you are a U S person or resident alien sign Form W-9 You may be requested to sign by the withholding agent even if items 1 4 or 5 below indicate otherwise

For a joint account, only the person whose TIN is shown in Part I should sign (when required) In the case of a disregarded entity the person identified on line 1 must sign Exempt payees see *Exempt payee code* earlier

Signature requirements Complete the certification as indicated in items 1 through 5 below

1 Interest, dividend and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN but you do not have to sign the certification.

2. Interest, dividend broker and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply If you are subject to backup withholding and you are merely providing your correct TIN to the requester you must cross out item 2 in the certification before signing the form

3. Real estate transactions. You must sign the certification You may cross out item 2 of the certification

4. Other payments You must give your correct TIN but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN Other payments include payments made in the course of the requester's trade or business for rents royalties goods (other than bills for merchandise) medical and health care services (including payments to corporations) payments to a nonemployee for services payments made in settlement of payment card and third party network transactions payments to certain fishing boat crew members and fishermen and gross proceeds paid to attorneys (including payments to corporations)

5. Mortgage interest paid by you acquisition or abandonment of secured property cancellation of debt, qualified tuition program payments (under section 529) IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions and pension distributions. You must give your correct TIN but you do not have to sign the certification

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or if combined funds the first individual on the account
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4 a The usual revocable savings trust (grantor is also trustee)	The grantor trustee
b So-called trust account that is not a legal or valid trust under state law	The actual owner
5 Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6 Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1 671 4(b)(2)(i) (A))	The grantor[4]
For this type of account:	**Give name and EIN of:**
7 Disregarded entity not owned by an individual	The owner
8 A valid trust, estate or pension trust	Legal entity
9 Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10 Association club religious charitable educational or other tax exempt organization	The organization
11 Partnership or multi-member LLC	The partnership
12 A broker or registered nominee	The broker or nominee
13 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1 671-4(b)(2)(i) (B))	The trust

[1] List first and circle the name of the person whose number you furnish If only one person on a joint account has an SSN that person s number must be furnished

[2] Circle the minor's name and furnish the minor s SSN

[3] You must show your individual name and you may also enter your business or DBA name on the Business name/disregarded entity" name line You may use either your SSN or EIN (if you have one) but the IRS encourages you to use your SSN

List first and circle the name of the trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

[4] **Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed the number will be considered to be that of the first name listed

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name SSN or other identifying information without your permission to commit fraud or other crimes An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund

To reduce your risk.

Protect your SSN

- Ensure your employer is protecting your SSN and

Be careful when choosing a tax preparer

If your tax records are affected by identity theft and you receive a notice from the IRS respond right away to the name and phone number printed on the IRS notice or letter

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039

For more information see Publication 4535 Identity Theft Prevention and Victim Assistance

Victims of identity theft who are experiencing economic harm or a system problem or are seeking help in resolving tax problems that have not been resolved through normal channels may be eligible for Taxpayer Advocate Service (TAS) assistance You can reach TAS by calling the TAS toll-free case intake line at 1 877 777-4778 or TTY/TDD 1 800-829-4059

Protect yourself from suspicious emails or phishing schemes Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails Also the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers passwords or similar secret access information for their credit card bank, or other financial accounts

If you receive an unsolicited email claiming to be from the IRS forward this message to *phishing@irs gov* You may also report misuse of the IRS name logo or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1 800-366-4484 You can forward suspicious emails to the Federal Trade Commission at *spam@uce gov* or contact them at *www ftc.gov/idtheft* or 1 877 IDTHEFT (1 877 438-4338)

Visit IRS gov to learn more about identity theft and how to reduce your risk

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends or certain other income paid to you mortgage interest you paid the acquisition or abandonment of secured property the cancellation of debt or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities states the District of Columbia and U S commonwealths and possessions for use in administering their laws The information also may be disclosed to other countries under a treaty to federal and state agencies to enforce civil and criminal laws or to federal law enforcement and intelligence agencies to combat terrorism You must provide your TIN whether or not you are required to file a tax return Under section 3406 payers must generally withhold a percentage of taxable interest, dividend and certain other payments to a payee who does not give a TIN to the payer Certain penalties may also apply for providing false or fraudulent information

Exhibit B
to the Franchise Disclosure Document

TABLE OF CONTENTS- OPERATIONS STANDARDS MANUAL

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TABLE OF CONTENTS- OPERATIONS STANDARDS MANUAL

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Selecting Professional Advisors	6
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Exhibit C
to the Franchise Disclosure Document

FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM

CRUISEONE, INC

CONDENSED BALANCE SHEET
APRIL 30, 2017 (UNAUDITED)

ASSETS

CURRENT ASSETS	
Cash and cash equivalents	10,944,963
Accounts receivable net	769,473
Prepaid expenses and other current assets	95,250
Due from World Travel Holdings Inc	3 079 310
Total current assets	14 888 996
PROPERTY AND EQUIPMENT—Net	345 017
GOODWILL AND INTANGIBLE ASSETS—Net	79 661
OTHER ASSETS	6 000
TOTAL ASSETS	$ 15 319 674

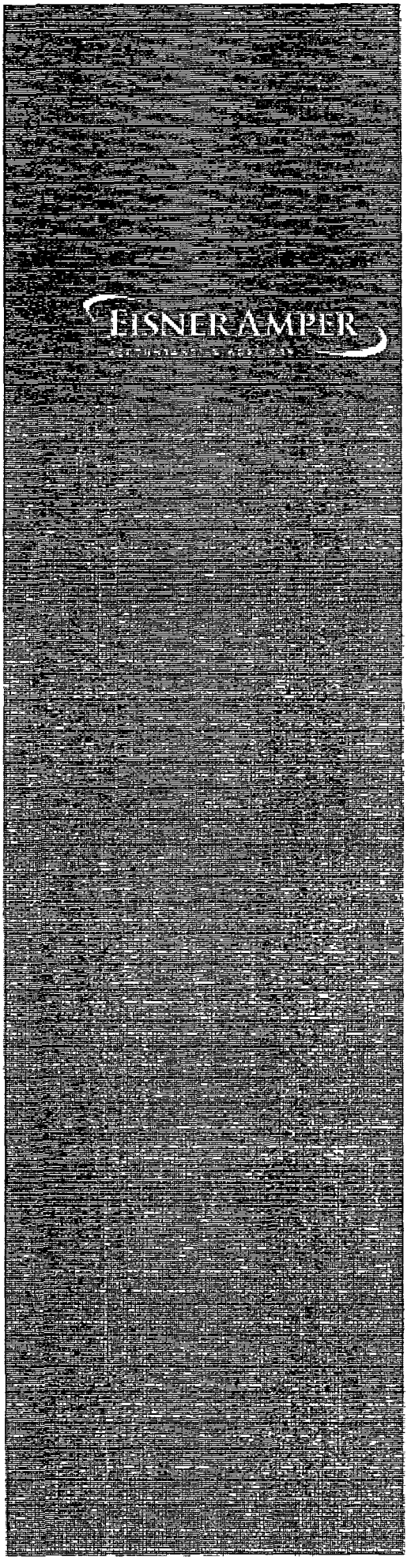
LIABILITIES AND SHAREHOLDER'S EQUITY

CURRENT LIABILITIES	
Accounts payable	$ 653 474
Accrued expenses	711 280
Unearned revenue	2 603 468
Customer deposits	2 181 257
Total current liabilities	6,149 479
LONG-TERM LIABILITIES	
Unearned revenue	1 407,232
Deferred rent	166 943
SHAREHOLDER S EQUITY	
Common stock, $0 01 par value—500 shares authorized issued and oustanding	5
Additional paid-in capital	20 339,225
Retained Earnings	(12 743 210)
Total shareholder s equity	7 596 020
TOTAL LIABILITIES AND SHAREHOLDER S EQUITY	$ 15 319,674

CRUISEONE, INC

CONDENSED STATEMENT OF OPERATIONS
FOUR MONTHS ENDED APRIL 30, 2017 (UNAUDITED)

REVENUE	
Cruise and insurance commissions	$ 1,838,900
Representative membership fees	992,089
Total revenue	2,830,989
EXPENSES	
Selling, general, and administrative	2,466,683
Amortization	3,193
Depreciation	45,962
Total expenses	2,515,838
INCOME FROM OPERATIONS	315,151
INCOME TAX BENEFIT	-
NET INCOME	$ 315,151



CRUISEONE, INC.

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

FINANCIAL STATEMENTS

DECEMBER 31, 2016 and DECEMBER 26, 2015
(with supplementary information)

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Shareholders of
CruiseOne Inc

Report on the Financial Statements

We have audited the accompanying financial statements of CruiseOne Inc (a wholly-owned subsidiary of World Travel Holdings Inc) which comprise the balance sheets as of December 31 2016 and December 26 2015 and the related statements of total comprehensive income changes in shareholder's equity and cash flows for each of the years then ended and the related notes to the financial statements

Management s Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion the financial statements referred to above present fairly in all material respects the financial position of CruiseOne Inc as of December 31 2016 and December 26 2015 and the results of its operations and its cash flows for each of the years then ended in accordance with accounting principles generally accepted in the United States of America

Emphasis of Matter

As discussed in Note B [1] and Note E 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

EISNERAMPER
ACCOUNTANTS & ADVISORS

Disclaimer of Opinion on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole The supplementary schedule on page 14 Schedules of Revenue which is the responsibility of management, is presented for purposes of additional analysis and is not a required part of the financial statements Such information has not been subjected to the auditing procedures applied in the audits of the financial statements and accordingly, we do not express an opinion or provide any assurance on it

EisnerAmper LLP

Iselin New Jersey
March 27 2017

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

Balance Sheets

	December 31, 2016	December 26, 2015
ASSETS		
Current assets		
Cash	**$ 3,899,266**	$ 2 581 421
Accounts receivable - net	**574,725**	398 211
Prepaid expenses and other current assets	**110,453**	40 820
Due from World Travel Holdings Inc	**8,384,865**	6 171 951
Total current assets	**12,969,309**	9 192 403
Property and equipment - net	**343,171**	304 812
Intangible assets - net	**82,937**	130 768
Other assets	**6,000**	1 993
	$ 13,401,417	$ 9 629 976
LIABILITIES AND SHAREHOLDER S EQUITY		
Current liabilities		
Accounts payable	**$ 239,750**	$ 86 025
Accrued expenses	**695,747**	494 592
Unearned revenue	**2,387,742**	2 057 312
Customer deposits	**854,230**	1 171 087
Total current liabilities	**4,177,469**	3,809 016
Unearned revenue net of current portion	**1,767,581**	1 407 232
Deferred rent	**175,498**	196 287
Total liabilities	**6,120,548**	5 412 535
Commitments		
Shareholder s equity		
Common stock $0 01 par value - authorized 500 shares issued and outstanding	**5**	5
Additional paid-in capital	**20,339,225**	20 339 225
Accumulated deficit	**(13,058,361)**	(16 121 789)
Total shareholder's equity	**7,280,869**	4 217 441
	$ 13,401,417	$ 9 629 976

See accompanying notes to financial statements

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

Statements of Total Comprehensive Income

	Year Ended	
	December 31, 2016	**December 26, 2015**
Revenue		
Royalties from travel sales, net	**$ 8,008,393**	$ 6 682 854
Franchise and other fees	**2,495,573**	2 274 268
Total revenue	**10,503,966**	8 957 122
Expenses		
Selling general and administrative	**7,268,240**	6 856 823
Amortization of intangible assets	**52,831**	78 783
Depreciation	**119,467**	139 196
Total expenses	**7 440,538**	7,074 802
Net income	**3,063,428**	1 882 320
Other comprehensive income	**-**	-
Total comprehensive income	**$ 3,063,428**	$ 1 882 320

See accompanying notes to financial statements

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

Statements of Changes in Shareholder's Equity

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Shareholder's Equity
	Shares	Par Value			
Balance, December 27, 2014	500	$ 5	$ 20 339 225	$ (18 004 109)	$ 2 335 121
Net income	-	-	-	1 882 320	1 882 320
Balance, December 26, 2015	500	5	20 339 225	(16 121 789)	4 217 441
Net income	-	-	-	3 063 428	3 063 428
Balance, December 31, 2016	**500**	**$ 5**	**$ 20,339,225**	**$ (13,058,361)**	**$ 7,280,869**

See accompanying notes to financial statements

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

Statements of Cash Flows

	Year Ended	
	December 31, 2016	**December 26, 2015**
Cash flows from operating activities		
Net income	**$ 3,063,428**	$ 1 882 320
Adjustments to reconcile net income to net cash provided by operating activities		
Amortization of intangible assets	**52,831**	78 783
Depreciation and amortization of property and equipment	**119,467**	139 194
(Reversal)/allowance for doubtful accounts	**(56,369)**	30 616
Changes in operating assets and liabilities		
(Increase) in		
Accounts receivable	**(120,145)**	(126,012)
Prepaid expenses other current assets and other assets	**(73,640)**	2,265
Due from World Travel Holdings Inc	**(2,212,914)**	(1,027 024)
Increase (decrease) in		
Accounts payable and accrued expenses	**354,880**	(92 460)
Unearned revenue and customer deposits	**373,922**	524 823
Deferred rent	**(20,789)**	(12 573)
Net cash provided by operating activities	**1,480,671**	1 399 932
Cash flows from investing activities		
Purchase of intangible assets	**(5,000)**	(90 801)
Acquisition of property and equipment	**(157,826)**	(155 263)
Net cash used in investing activities	**(162,826)**	(246 064)
Net increase in cash	**1,317,845**	1 153 868
Cash beginning of year	**2,581,421**	1 427 553
Cash, end of year	**$ 3,899,266**	$ 2 581 421

See accompanying notes to financial statements

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

Notes to Financial Statements
December 31, 2016 and December 26, 2015

NOTE A - 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 1,100 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 B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

[1] Basis of presentation and fiscal years

The financial statements of the Company have been prepared solely for inclusion in the Company's franchise disclosure document The Company engages in a number of related party transactions with WTH Portions of certain revenue and expenses represent allocations made from items applicable to WTH as a whole The financial statements as reported herein reflect all adjustments which are, in the opinion of management necessary to present fairly the financial position as of and for the years ended December 31 2016 and December 26 2015 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

The Company s fiscal year is a fifty-two to fifty-three week period ending with the last Saturday in December

[2] Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U S requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period Actual results could differ from those estimates

[3] Revenue recognition

Revenue consists of royalties earned for travel sales and franchise and other fees The Company recognizes revenues when all of the following have occurred persuasive evidence of an agreement with the customer exists services have been performed the fees for services performed are fixed or determinable, and collectability of the fees is reasonably assured

The Company s contractual royalties on travel sales are recognized when the underlying booking departs The Company generally collects the booking amounts from the consumer in advance of departure which amounts, net of all cash payments to the suppliers and franchises are included in unearned revenue in the accompanying balance sheets until such time as the 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 factor 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 Company believes that the cruise line is the primary obligor and principally liable to customers in all situations because the customer does not receive any services other than bookings offered by the Company Amounts collected from customers but not yet paid to suppliers or franchises are recorded as customer deposits

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[3] Revenue recognition (continued)

Franchise fees include initial franchise fees payable upon execution by the franchisee of the related membership agreement (Initial Fees) administrative service fees and training and other fees The Company recognizes revenues from Initial Fees ratably as the Company fulfills its contractual obligations required by the related franchise agreement which is generally five years Initial Fees recognized as revenue for the years ended December 31 2016 and December 26 2015 totaled approximately $1 015 000 and $885 000 respectively Unearned Initial Fees are included in unearned revenue in the accompanying balance sheets Administrative service fees are generally billed and recognized monthly and totaled $1 362 000 and $1,293 000 for the years ended December 31 2016 and December 26 2015 respectively

[4] 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

[5] Accounts receivable and allowance for doubtful accounts

The Company carries its accounts receivable at cost less an allowance for doubtful accounts On a periodic basis the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts when deemed necessary based on the history of past write-offs collections and current credit conditions Bad debts are written off against the allowance when identified As of December 31 2016 and December 26 2015 management has recorded an allowance of approximately $163 000 and $219 000 respectively

[6] Property and equipment

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

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

[7] Intangible assets

Identifiable intangible assets arising in conjunction with the acquisition of the outstanding stock of NLG Holdings Inc by WTH (the 'Acquisition") consist of brand names and franchise agreements These intangible assets were recorded at fair value based on the valuations performed by an independent valuation specialist at the time of the Acquisition and are being amortized on a straight-line basis over the remaining estimated useful lives As of December 31 2016 and December 26 2015 the Company does not believe that any impairment of its intangible assets exists

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[8] 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 2016 and December 26 2015 the Company does not believe that any impairment of its long-lived assets exists

[9] Concentration of certain credit risks

Financial instruments that potentially subject the Company to significant credit risk consist primarily of cash and accounts receivable Substantially all of the Company s cash is held by one financial institution As of December 31 2016 and December 26 2015 the Company had cash balances at this financial institution in excess of the federally insured limits The Company has not experienced any losses in such accounts The Company believes that it is not subject to unusual credit risk beyond the normal credit risk associated with commercial banking relationships

The Company provides credit to customers in the normal course of business Accounts receivable are typically not collateralized and are derived from revenue earned from customers primarily located in the U S and are denominated in U S dollars Concentrations of credit risk with respect to accounts receivables 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

[10] 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 Accounting Standards Codification ('ASC) 740-10 *Income Taxes* which clarified the accounting for income taxes by prescribing a minimum probability threshold that an uncertain tax position must meet before a financial statement benefit is recognized The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority including resolution of any related appeals or litigation processes based on the technical merits of the position The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement The Company recognizes accrued interest and penalties associated with uncertain tax positions if any as part of the income tax provision There was no liability for unrecognized tax benefits or related interest and penalties recorded as of December 31 2016 and December 26 2015

[11] Deferred rent

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

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[12] Advertising expense

The cost of advertising is expensed as incurred and totaled approximately $1,503 000 and $1 466,000 for the years ended December 31 2016 and December 26 2015 respectively which is included in selling general and administrative expenses in the accompanying statements of total comprehensive income The Company participates in cooperative advertising programs through WTH whereby WTH s vendors will reimburse all or a portion of advertising costs and license fees which are then allocated to the Company and recorded as a reduction of the expense

[13] New accounting pronouncements

In May 2014 the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No 2014-09 *Revenue from Contracts with Customers* ASU 2014-09 outlines a new, single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance including industry-specific guidance This new revenue recognition model provides a five-step analysis in determining when and how revenue is recognized The new model will require revenue recognition to depict the transfer of promised goods or services to customers in an amount that reflects the consideration a company expects to receive in exchange for those goods or services

In August 2015 the FASB issued ASU No 2015-14 *Revenue from Contracts with Customers Deferral of the Effective Date* which deferred the effective date of the new revenue standard for periods beginning after December 15 2016 to December 15 2017 with early adoption permitted but not earlier than the original effective date Accordingly the updated standard is effective for us in the first quarter of fiscal 2019 We have not yet selected a transition method and we are currently evaluating the effect that the updated standard will have on our financial statements and related disclosures

In February 2016 the FASB issued ASU No 2016-02 *Leases* Under ASU 2016-02, an entity will be required to recognize right-of-use assets and lease liabilities on its balance sheet and disclose key information about leasing arrangements ASU 2016-02 offers specific accounting guidance for a lessee a lessor and sale and leaseback transactions Lessees and lessors are required to disclose qualitative and quantitative information about leasing arrangements to enable a user of the financial statements to assess the amount timing and uncertainty of cash flows arising from leases For private companies ASU 2016-02 is effective for annual reporting periods beginning after December 15 2019, and interim periods within fiscal years beginning after December 15 2020 Early adoption is permitted The Company is in the process of evaluating the future impact of ASU 2016-02 on the financial position results of operations and cash flows

[14] Subsequent events

The Company has evaluated events after December 31 2016 and through March 27 2017 which is the date the financial statements were available to be issued

NOTE C - PROPERTY AND EQUIPMENT

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

	2016	2015
Equipment	**$ 1,579,352**	$ 1,481 850
Furniture and fixtures	**281,725**	264,866
Leasehold improvements	**120,768**	78,116
Computer software	**451,286**	450,473
Property and equipment gross	**2,433,131**	2 275 305
Accumulated depreciation and amortization	**(2,089,960)**	(1 970 493)
Property and equipment net	**$ 343,171**	$ 304 812

Depreciation expense amounted to approximately $119 000 and $139 000 for the years ended December 31 2016 and December 26 2015 respectively

NOTE D - INTANGIBLE ASSETS

At July 11 2006 in connection with the Acquisition the values of the intangible assets were adjusted to fair value determined by management based in part upon valuations performed by an independent valuation specialist at the time of the Acquisition The brand name asset represents the value associated with the CruiseOne brand name as of the Acquisition date and is being amortized on a straight-line basis over its estimated useful life of ten years

For the years ended December 31 2016 and December 26 2015 the Company recorded approximately $53 000 and $79 000 of amortization expense related to the brand name asset In August 2015 the Company purchased the domain dreamvacations com and related intellectual property

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

	2016			2015		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Brand name	**$ 845,801**	**$ (762,864)**	**$ 82,937**	$ 840 801	$ (710 033)	$ 130 768

NOTE D - INTANGIBLE ASSETS (CONTINUED)

Future annual amortization expense for intangible assets is as follows

	Brand Name
2017	$ 9 580
2018	9 580
2019	9 580
2020	9 580
2021	9,580
Thereafter	35 037
	$ 82 937

NOTE E - RELATED PARTY TRANSACTIONS

[1] Cost allocations

The Company participates in risk and benefit plans with WTH as well as cruise supply arrangements that WTH has negotiated with cruise lines Human resources and finance activities of a limited nature are also performed for the Company by personnel of WTH The accompanying financial statements included allocations for (1) overhead costs shared by the Company and another subsidiary of WTH and (2) corporate overhead charges from WTH The overhead costs are generally paid for by WTH and are allocated to the Company based on headcount The corporate overhead charges are allocated based upon estimated costs For the years ended December 31 2016 and December 26 2015 the Company was allocated approximately $5 892 000 and $5 563 000 respectively, of overhead costs and approximately $250 000 of corporate overhead per year from WTH

All allocated charges are included in selling general and administrative expenses in the accompanying statements of total comprehensive income

[2] 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 ninety 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 2016 and December 26 2015 the Company was allocated approximately $80 000 and $76 000, respectively for charges related to the matching contribution to the 401(k) plan

[3] Due from World Travel Holdings, Inc

As of December 31, 2016 and December 26 2015 the Company had a receivable due from WTH in the amount of approximately $8 385 000 and $6 172,000 respectively This amount represents cash advanced by the Company to WTH net of overhead costs allocated Payments and cost allocations are made on an ongoing basis

NOTE F - LEASE COMMITMENTS

The Company leases office space under the terms of an operating lease which expires in 2021 Minimum annual lease obligations as of December 31 2016 under non-cancelable operating leases are as follow

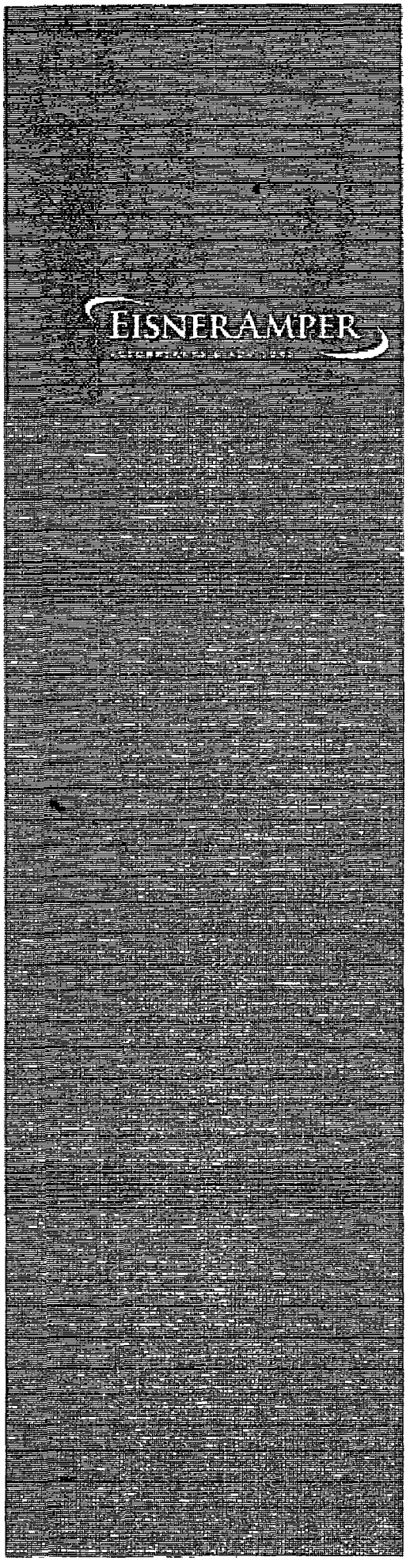
Year	Amount
2017	$ 291 000
2018	299 000
2019	308 000
2020	317 000
2021	27 000
	$ 1 242 000

SUPPLEMENTARY INFORMATION

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

Supplementary Schedules of Revenue
(Unaudited)

	Year Ended	
	December 31, 2016	**December 26, 2015**
Commissions collected from travel sales	**$ 33,285,947**	$ 28 921 217
Franchise and other fees	**2,495,573**	2 274 268
Total revenue	**35,781,520**	31,195,485
Commissions earned by franchisees	**25,277,554**	22 238 363
Net revenue	**$ 10,503,966**	$ 8,957 122



CRUISEONE, INC.

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

FINANCIAL STATEMENTS

DECEMBER 26, 2015 and DECEMBER 27, 2014
(with supplementary information)

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

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Statements of total comprehensive income for the years ended December 26 2015 and December 27 2014	4
Statements of changes in shareholder s equity for the years ended December 26 2015 and December 27 2014	5
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ACCOUNTANTS & ADVISORS

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Shareholders of
CruiseOne, Inc

Report on the Financial Statements

We have audited the accompanying financial statements of CruiseOne Inc (a wholly-owned subsidiary of World Travel Holdings Inc) (the Company') which comprise the balance sheets as of December 26 2015 and December 27 2014 and the related statements of total comprehensive income changes in shareholder's equity and cash flows for the years then ended and the related notes to the financial statements

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion the financial statements referred to above present fairly in all material respects, the financial position of CruiseOne Inc as of December 26 2015 and December 27 2014 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

EISNERAMPER
ACCOUNTANT & ADVISORS

Emphasis of Matter

As discussed in Note B [1] and Note E the Company 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

Disclaimer of Opinion on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole The supplementary schedule on page 14 Schedules of Revenue which is the responsibility of management is presented for purposes of additional analysis and is not a required part of the financial statements Such information has not been subjected to the auditing procedures applied in the audits of the financial statements and accordingly we do not express an opinion or provide any assurance on it

EisnerAmper LLP

Iselin New Jersey
April 12 2016

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

Balance Sheets

	December 26, 2015	December 27, 2014
ASSETS		
Current assets		
Cash	$ **2,581,421**	$ 1 427 553
Accounts receivable - net	**398,211**	302 815
Prepaid expenses and other current assets	**40,820**	43 093
Due from World Travel Holdings Inc	**6,171,951**	5 144 927
Total current assets	**9,192,403**	6 918 388
Property and equipment - net	**304,812**	288 743
Intangible assets - net	**130,768**	118,750
Other assets	**1,993**	1 985
	$ **9,629,976**	$ 7 327 866
LIABILITIES AND SHAREHOLDER S EQUITY		
Current liabilities		
Accounts payable	$ **86,025**	$ 152 091
Accrued expenses	**494,592**	520 986
Unearned revenue	**2,057,312**	1 938 395
Customer deposits	**1,171,087**	673 635
Total current liabilities	**3,809,016**	3 285 107
Unearned revenue net of current portion	**1,407,232**	1 498 778
Deferred rent	**196,287**	208 860
Total liabilities	**5,412,535**	4 992 745
Commitments		
Shareholder's equity		
Common stock $0 01 par value - authorized 500 shares issued and outstanding	**5**	5
Additional paid-in capital	**20,339,225**	20 339 225
Accumulated deficit	**(16,121,789)**	(18 004,109)
Total shareholder's equity	**4,217,441**	2 335 121
	$ **9,629,976**	$ 7 327 866

See accompanying notes to financial statements

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings, Inc)

Statements of Total Comprehensive Income

	Year Ended	
	December 26, 2015	**December 27, 2014**
Revenue		
Royalties from travel sales net	**$ 6,682,854**	$ 6 745 725
Franchise and other fees	**2,274,268**	2 082 629
Total revenue	**8,957,122**	8 828 354
Expenses		
Selling general and administrative	**6,856,823**	6 384 144
Amortization of intangible assets	**78,783**	373 986
Depreciation	**139,196**	86 486
Total expenses	**7,074,802**	6 844 616
Net income	**1,882,320**	1 983,738
Other comprehensive income	**-**	-
Total comprehensive income	**$ 1,882,320**	$ 1 983 738

See accompanying notes to financial statements

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

Statements of Changes In Shareholder's Equity

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Shareholder's Equity
	Shares	Par Value			
Balance, December 28, 2013	500	$ 5	$ 20,339,225	$ (19 987 847)	$ 351,383
Net income	-	-	-	1,983,738	1,983,738
Balance, December 27, 2014	500	5	20 339,225	(18 004 109)	2 335,121
Net income	-	-	-	1,882,320	1,882,320
Balance, December 26, 2015	**500**	**$ 5**	**$ 20,339,225**	**$ (16,121,789)**	**$ 4,217,441**

See accompanying notes to financial statements

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

Statements of Cash Flows

	Year Ended	
	December 26, 2015	**December 27, 2014**
Cash flows from operating activities		
Net income	**$ 1,882,320**	$ 1 983 738
Adjustments to reconcile net income to net cash provided by operating activities		
Amortization of intangible assets	**78,783**	373 986
Depreciation and amortization of property and equipment	**139,194**	86 486
Allowance for doubtful accounts	**30,616**	34 608
Changes in operating assets and liabilities		
(Increase) decrease in		
Accounts receivable	**(126,012)**	(32 311)
Prepaid expenses other current assets and other assets	**2,265**	14 143
Due from World Travel Holdings Inc	**(1,027,024)**	(2 172 948)
Increase (decrease) in		
Accounts payable and accrued expenses	**(92,460)**	139 429
Unearned revenue and customer deposits	**524,823**	298,921
Deferred rent	**(12,573)**	(4 596)
Net cash provided by operating activities	**1,399,932**	721 456
Cash flows from investing activities		
Purchase of intangible assets	**(90,801)**	-
Acquisition of property and equipment	**(155,263)**	(33 967)
Net cash used in investing activities	**(246,064)**	(33,967)
Net increase in cash	**1,153,868**	687 489
Cash beginning of year	**1,427,553**	740 064
Cash, end of year	**$ 2,581,421**	$ 1 427 553

See accompanying notes to financial statements

NOTE A - 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 1,000 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 and the Caribbean

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

[1] Basis of presentation and fiscal years

The financial statements of the Company have been prepared solely for inclusion in the Company s franchise disclosure document The Company engages in a number of related party transactions with WTH Portions of certain revenue and expenses represent allocations made from items applicable to WTH as a whole The financial statements as reported herein reflect all adjustments which are in the opinion of management, necessary to present fairly the financial position as of and for the years ended December 26 2015 and December 27 2014 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

The Company s fiscal year is a fifty-two to fifty-three week period ending with the last Saturday in December

[2] Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U S requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period Actual results could differ from those estimates

[3] Revenue recognition

Revenue consists of royalties earned for travel sales and franchise and other fees The Company recognizes revenues when all of the following have occurred persuasive evidence of an agreement with the customer exists services have been performed the fees for services performed are fixed or determinable and collectability of the fees is reasonably assured

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NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[3] Revenue recognition (continued)

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[11] Deferred rent

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

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[12] Advertising expense

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In May 2014 the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No 2014-09 *Revenue from Contracts with Customers* ASU 2014-09 outlines a new single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance including industry-specific guidance This new revenue recognition model provides a five-step analysis in determining when and how revenue is recognized The new model will require revenue recognition to depict the transfer of promised goods or services to customers in an amount that reflects the consideration a company expects to receive in exchange for those goods or services

In August 2015 the FASB issued ASU No 2015-14, *Revenue from Contracts with Customers Deferral of the Effective Date* which deferred the effective date of the new revenue standard for periods beginning after December 15, 2016 to December 15 2017 with early adoption permitted but not earlier than the original effective date Accordingly the updated standard is effective for us in the first quarter of fiscal 2019 We have not yet selected a transition method and we are currently evaluating the effect that the updated standard will have on our financial statements and related disclosures

In February 2016 the FASB issued ASU No 2016-02 *Leases* Under ASU 2016-02 an entity will be required to recognize right-of-use assets and lease liabilities on its balance sheet and disclose key information about leasing arrangements ASU 2016-02 offers specific accounting guidance for a lessee a lessor and sale and leaseback transactions Lessees and lessors are required to disclose qualitative and quantitative information about leasing arrangements to enable a user of the financial statements to assess the amount timing and uncertainty of cash flows arising from leases For private companies ASU 2016-02 is effective for annual reporting periods beginning after December 15 2019, and interim periods within fiscal years beginning after December 15 2020 Early adoption is permitted The Company is in the process of evaluating the future impact of ASU 2016-02 on the financial position results of operations and cash flows

[14] Subsequent events

The Company has evaluated events after December 26 2015 and through April 12 2016 which is the date the financial statements were available to be issued

NOTE C - PROPERTY AND EQUIPMENT

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

	2015	2014
Equipment	$ 1,481,850	$ 1 455 466
Furniture and fixtures	264,866	260 107
Leasehold improvements	78,116	78 116
Computer software	450,473	326,350
Property and equipment, gross	2,275,305	2 120 039
Accumulated depreciation and amortization	(1,970,493)	(1 831 296)
Property and equipment net	$ 304,812	$ 288,743

Depreciation expense amounted to approximately $139 000 and $86 000 for the years ended December 26 2015 and December 27, 2014 respectively

NOTE D - INTANGIBLE ASSETS

At July 11 2006 in connection with the Acquisition the values of the intangible assets were adjusted to fair value determined by management based in part upon valuations performed by an independent valuation specialist at the time of the Acquisition The franchise agreements asset represents the value associated with the existing franchise agreements as of the Acquisition date and is being amortized on a straight-line basis over its estimated useful life of eight years and was fully amortized at December 27 2014 The brand name asset represents the value associated with the CruiseOne brand name as of the Acquisition date and is being amortized on a straight-line basis over its estimated useful life of ten years

For the years ended December 26 2015 and December 27 2014 the Company recorded approximately $0 and $299 000 of amortization expense related to the franchise agreements asset respectively and approximately $79 000 and $75 000 of amortization expense related to the brand name asset respectively In August 2015 the Company purchased the domain dreamvacations com and related intellectual property

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

	2015			2014		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Franchise agreements	$ 4,100,000	$ (4,100,000)	$ -	$ 4 100 000	$ (4 100 000)	$ -
Brand name	840,801	(710,033)	130,768	750,000	(631 250)	118,750
	$ 4,940,801	$ (4,810,033)	$ 130,768	$ 4 850 000	$ (4,731 250)	$ 118,750

NOTE D - INTANGIBLE ASSETS (CONTINUED)

Future annual amortization expense for intangible assets is as follows

	Brand Name
2016	$ 47 533
2017	9 080
2018	9 080
2019	9 080
2020	9 080
Thereafter	46 915
	$ 130 768

NOTE E - RELATED PARTY TRANSACTIONS

[1] Cost allocations

The Company participates in risk and benefit plans with WTH as well as cruise supply arrangements that WTH has negotiated with cruise lines Human resources and finance activities of a limited nature are also performed for the Company by personnel of WTH The accompanying financial statements included allocations for (1) overhead costs shared by the Company and another subsidiary of WTH and (2) corporate overhead charges from WTH The overhead costs are generally paid for by WTH and are allocated to the Company based on headcount The corporate overhead charges are allocated based upon estimated costs For the years ended December 26 2015 and December 27 2014 the Company was allocated approximately $5 563 000 and $4 892 000 respectively of overhead costs and approximately $250 000 and $250 000 respectively of corporate overhead from WTH

All allocated charges are included in selling general and administrative expenses in the accompanying statements of total comprehensive income

[2] 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 ninety 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 26 2015 and December 27 2014 the Company was allocated approximately $76,000 and $64 000 respectively for charges related to the matching contribution to the 401(k) plan

[3] Due from World Travel Holdings, Inc

As of December 26 2015 and December 27 2014 the Company had a receivable due from WTH in the amount of approximately $6 171 951 and $5 144 927 respectively This amount represents cash advanced by the Company to WTH net of overhead costs allocated Payments and cost allocations are made on an ongoing basis

NOTE F - LEASE COMMITMENTS

The Company leases office space under the terms of an operating lease which expires in 2021 Minimum annual lease obligations as of December 26 2015 under non-cancelable operating leases are as follow

Year	Amount
2016	$ 282 000
2017	291 000
2018	299 000
2019	308 000
2020	317 000
Thereafter	27 000
	$ 1 524 000

SUPPLEMENTARY INFORMATION

CRUISEONE, INC
(a wholly-owned subsidiary of World Travel Holdings Inc)

Supplementary Schedules of Revenue
(Unaudited)

	Year Ended	
	December 26, 2015	**December 27, 2014**
Commissions collected from travel sales	**$ 28,921,217**	$ 26 323 893
Franchise and other fees	**2,274 268**	2 082 629
Total revenue	**31,195,485**	28 406 522
Commissions earned by franchisees	**22,238,363**	19,578 168
Net revenue	**$ 8,957,122**	$ 8,828 354

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 Department of Business Oversight
TOLL FREE 1 (866) 275 2677

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

Sacramento Office
1515 K Street, Suite 200
Sacramento, CA 95814 4052
(866) 275 2677

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

San Francisco Office
71 Stevenson Street, Suite 2100
San Francisco, CA 94105 2980
(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 West Washington Street, Room E 11
Indianapolis, IN 46204
(317) 232 6681

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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
Antitrust and Franchise Unit
P O Box 30054, 6546 Mercantile Way
Lansing, MI 48909
(517) 373 7117

Minnesota Department of Commerce
85 7th Place East, Suite 500
St Paul, MN 55101 2198
(651) 296 6328

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

Secretary of the State of New York
Agent for Service of Process
41 State Street
Albany, N Y 12231
(212) 416 8211

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

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

Rhode Island Division Of Securities
233 Richmond Street, Suite 232
Providence, RI 02903 4232

South Dakota Department of Labor and Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, SD 57501 3185
(605) 773 4823

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 8557

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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 Department of Business Oversight

320 West 4th Street, Suite 750
Los Angeles, CA 90013 2344

Department of Business Oversight
71 Stevenson Street, Suite 2100
San Francisco, CA 94105

Commissioner of Business Oversight
1515 K Street , Suite 200
Sacramento, CA 95814

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

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

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

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

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

Minnesota Department of Commerce
85 7th Place East, Suite 500
St Paul, MN 55101 2198

Secretary of the State of New York
41 State Street
Albany, NY 12231

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

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

Department of Labor and Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, SD 57501 3185

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

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

Wisconsin Commissioner of Securities
201 West Washington Avenue, 3rd Floor
Madison, WI 53703
(608) 261 9555

Exhibit E

to the Franchise Disclosure Document

CURRENT FRANCHISEE OUTLETS

© 2017 CruiseOne, Inc

Dream Vacations / CruiseOne
Active Franchisee Roster
December 31 2016

Last Name	First Name	Legal Name	Street	City	State	Zip	Business Phone
Frost	David	David Z. Frost	3454 Lunar Dr	Anchorage	AK	99504	(850) 896-6884
Johnson	James	James & Dolores Johnson	3751 N Snow Goose Drive	Wasilla	AK	99654	(907) 631-4266
Wright	Stephen	Alaskan Dream Vacations LLC	3560 N Banner Way	WASILLA	AK	99654	(907)or(844)631 3488
Bass	Cynthia	Cynthia & Johnny Bass	118 Ashford Circle	Birmingham	AL	35242	(205) 390-8823
Davis	Walter	Walter Davis	POBox 3684	Hueytown	AL	35023	(205) 744-1284
Eads	Madison	Madison Eads & Trent Lesley	4412 Carroll St	Northport	AL	35475	(334) 341-4043
Gawne Mark	Peg	Peg & Cliff Gawne Mark	1204 Rendale Road	Dothan	AL	36303	334-714 9062
Glenn	Denise	Denise & Davis Glenn	1278 Deer Trail Road	Birmingham	AL	35226	(205) 985-7593
Hamner	Kristy	Kristy Hamner	10396 House Bend Rd	Northport	AL	35475	(205) 331 5386
Hillsgrove	Donna	Donna Hillsgrove	1807 East Hanceville Rd SE	Cullman	AL	35055	(256) 841-6322
McBride	Fred	Charles F McBride	25 Hope St	Huntsville	AL	35806	(256) 722 2764
McKinney	Janella	Janella B McKinney	15482 Gallant Road	Gallant	AL	35972	205-353 7973
Ryel	Patricia	Ryel World Travel LLC	6902 Tree Crossings Parkway	Hoover	AL	35244	(205) 994-3030
Schultz	Sean	Sean Schultz	111 Bay View Dr	Daphne	AL	36526	(251) 952-4748
Soohoo	Stacy	Rocket City Vacations LLC	3204 Governors Drive	Huntsville	AL	35805	(256) 513 8337
Strawbridge	Deloris	Deloris Strawbridge	8000 Madison Blvd Suite D102 261	Madison	AL	35758	(314) 614-9705
Utley	Teresa	Teresa I & Sherman L. Utley	2810 8th St	Tuscaloosa	AL	35401	205-333-8771
Velezis	Helen	Helen D and James M Velezis	215 Tweed Dr	Madison	AL	35758	(256) 464-3308
Woodruff	Larry	Larry Woodruff	8451 Nugget Drive	Mobile	AL	36695	(251) 633 6707
Akers	Ron	Fun Time Vacation LLC	444 Highway 25	Saffell	AR	72572	(614) 496-4943
Cato	Jeff	Jeff & Ann Cato	2569 Peck Road	Pea Ridge	AR	72751	(479) 212-0001
Conner	Kristi	Kristi L & Mark A. Conner	6 Rackwick Lane	Bella Vista	AR	72715	479 340-0484
Corwin	Deborah	Orrin M & Deborah L. Corwin	123 N Oak Street	Lowell	AR	72745	(479) 306-6672
Gasque	Teressa	Teressa Gasque	8112 Cypress Avenue	Fort Smith	AR	72908	(479) 649 8769
Hyde	Michael	Michael F Hyde	2405 Brookwood	Benton	AR	72015	(501) 412 9222
Rosenthal	Peggy	Peggy & Steven Rosenthal	23 Shotliff Cir	Bella Vista	AR	72715	(479) 855 1250
Bredeson	Robert	Robert Bredeson	1260 E University Dr Apt 4005	Tempe	AZ	85281	(480) 272-6031
Brenner	Bruce	Arizona Concierge Travel	1389 Ridgewood Dr	Prescott	AZ	86305	928 515-0440
Brooks	Thomas	Thomas W Brooks	10087 N Mill Crossing Way	Tucson	AZ	85743	(727) 289-5345
Brown	Dan	Dan Brown	16040 S 24th Place	Phoenix	AZ	85048	(480) 821 2898
Buchanan MCC	Bonnie	Paul H Buchanan	62160 E Valley Crest Ct	Tucson	AZ	85739	(520) 818-0800
Coleman Ostrov	Karen	Paradise Found Cruise & Travel LLC	1140 N Gilbert Road Suite 109	Gilbert	AZ	85234	(480) 646-4969
Edwards	Addie	Adeline C Edwards	11157 E Turnberry Rd	Scottsdale	AZ	85255	(480) 473-1441
Elder	Todd	All About Travel LLC	7021 W Hidden River Way	Tucson	AZ	85757	520-729 1265
Feiner	Harold	Harold & Ricki Feiner	3655 W Anthem Way Suite A 109 PMB 282	Anthem	AZ	85086	(623) 551 2042
Feltman	James	James E Feltman Jr	1715 E Aurelius Ave	Phoenix	AZ	85020	(602) 541 6080
Frederick	Tom	Thomas J Frederick	10231 Shady Rock Lane	Tucson	AZ	85749	(520) 749-4069
Gleason	Catherine	Gleason & Associates Inc	8320 E San Rosendo	Scottsdale	AZ	85258	(480) 951 2727
Heinz	Diane	Diane & Larry Heinz	40497 N Friend Ave	San Tan Valley	AZ	85140	480-654-4214
Hyatt ACC	Miriam	Miriam I Hyatt	6145 E San Bernardino	Tucson	AZ	85715	(520) 303-0618
Jamieson	Yvonne	Kathleen Yvonne Jamieson	4499 E Sourwood Drive	Gilbert	AZ	85298-4639	(480) 279 5301
Kilpatrick	Lisa	Cruisin Around Travel LLC	7234 N 173rd Ave	Waddell	AZ	85355	(602) 402 1472
Kowalewski	Sam	Samuel Kowalewski	8741 W Acapulco Ln	Peoria	AZ	85381	(623) 329-4415
Levine	Cindy	ETS LLC	1344 West Rockrose Way	Chandler	AZ	85248	(480) 696 7028
Malice	Mana	MLM & ASSOCIATES LLC	3322 E Bloomfield Rd	Phoenix	AZ	85032	602-428-4116
Moran	Gale	Gale L Moran	3301 S Goldfield Rd #3045	Apache Junction	AZ	85119	(480) 961 8185
Norman	Susan	Susan & Michael Norman	14137 W Evans Dr	Surprise	AZ	85379	(623) 518 6300
Oakes	Brad	TNB Travel LLC	14613 E Larkspur Dr	Scottsdale	AZ	85259	(480) 447 9277
OBrien	Bill	William O Brien	15866 W Avalon Drive	Goodyear	AZ	85395	(623) 374-6373
Olguin	Ricky	Ricky Olguin	30305 W Leah Dr	Buckeye	AZ	85396	(602) 223 1745
Olsen	Nancy	Nancy & Joel Olsen	3935 E Wildwood Drive	Phoenix	AZ	85048	(480) 759 3322
Roberts	Joan	Joan & Richard Roberts	36448 South Stoney Flower Dr	Tucson	AZ	85739	(520) 825 2250
Rodriguez	Bob	Robert A Rodriguez	41626 N Club Pointe Dr	Anthem	AZ	85086	(623) 551 7555
Sepe	Deneen	Sepe Travel LLC	2930 W Bluefield Ave	Phoenix	AZ	85053	602 938 5096
Sloan	Alisa	Alisa Sloan & Rochelle Zidle	655 W Silver Creek Rd	Gilbert	AZ	85233	(480) 626-8650
Stimmel	Annie	The Gruvey Group LLC	26609 South Cloverland	Sun Lakes	AZ	85248 9221	(480) 883 6236
Tobin	Cathy	V Cathy & Jeffrey Tobin	5488 West Bandtail Court	Marana	AZ	85658	(520) 225-0435
Ulinger	Carol	Carol Ulinger	18654 N 72nd Drive	Glendale	AZ	85308-5827	(623) 566-8880
Ventura	Ellyn	Ellyn Ventura	2323 E Sunnyside Drive	Phoenix	AZ	85028	(602) 595-9303
Vucich ACC	Laura	MARLA Limited	853 N HIGHWAY 89 # 134	Chino Valley	AZ	86323	(928) 708-0670
Weekly	Brian	Ships Ahoy Custom Cruises LLC	11145 East Sonrisa Ave	Mesa	AZ	85212	(602) 903-7234
Aguilar	Edgar	EDSU Cruises Inc	5318 Ramsdell Ave	La Crescenta	CA	91214	(818) 542 6405
Aguilar	Diana	Diana Aguilar	12621 Ranchero Way	Grass Valley	CA	95949	530-334-5285
Alston	Sandra	Sandra & William Alston	6569 Scaup St	Carlsbad	CA	92011	760-814-2123
Alty	Miles	Miles Graham Alty	109 Jade Ct	Hercules	CA	94547	510-557 2717
Alvarado	Julieta	Dharma Inc.	3500 Granada Avenue #225	Santa Clara	CA	95051	(408) 317 8830
Anderson	Jeanne	Jeanne Anderson & Timothy Hood	3380 La Sierra Ave Suite 104-481	Riverside	CA	92503	951 742-8033
Apple	Dana	Dana Apple Coolures	2662 Brindle Ct	Simi Valley	CA	93063	805-422 3003
Arroyo	Nora	Nora Arroyo	17537 Runnymede St	Lake Balboa	CA	91406	(818) 206-4422
Baker	Angela	Angela D Baker	126 Amberstone Lane	San Ramon	CA	94582	(925) 361 5613
Baker	Christopher	Christopher M Baker	7421 Mayfield Street	Corona	CA	92880	951 356-5541

Dream Vacations / CruiseOne
Active Franchisee Roster
December 31 2016

Last Name	First Name	Legal Name	Street	City	State	Zip	Business Phone
Barnett	Vicky	Iain Michael Barnett Inc	5559 Modena Place	Agoura Hills	CA	91301	(818) 865-9779
Beeso	Robin	Robin S Beeso	2130 E Duell St	Glendora	CA	91740	(626) 414-6024
Benipayo	Rodrigo	Rodrigo Z. & Natilou D Benipayo	1651 Allenwood Circle	Lincoln	CA	95648	(916) 258-7100
Bernardo	Emelita	Emelita Bernardo & Maria Racadag	297 Beachview Ave	Pacifica	CA	94044	(650) 580-8297
Bowen ACC	Leann	Leann Bowen & Associates LLC	3004 Clear Falls Ct	Bakersfield	CA	93308	(661) 430-6272
Brill ACC LS	Mike	Mike Brill ACC LS	399 Santa Elena Rd	Palm Springs	CA	92262	(760) 880-9313
Brison Jr	Morris	Morris Brison Jr	13622 Boeing St	Moreno Valley	CA	92553	(951) 732 8918
Brodlieb	Mike	Laurence M Brodlieb	31606 Moonglow Ln	San Juan Capistrano	CA	92675	(949) 489-8500
Broussard	Jeffery	Jeffery Broussard	3910 Marlesta Dr	San Diego	CA	92111	858 342-4802
Buckley	Traci	Live Your Bliss Travel	1606 Dante Circle	Roseville	CA	95678	(916) 899 5615
Burdon	Bill	William M Burdon	4445 Cartwright Ave. Unit 301	Toluca Lake	CA	91602	(818) 760-5111
Choi	Yong	Yong Choi	1185 Bennett Court	Fremont	CA	94536	415-516-5224
Chou	Steven	Toming Stone LLC.	2646 Durfee Ave #168	El Monte	CA	91732	(626) 455-0228
Cocadiz	Dori	Teodora Cocadiz	1361 Hillside Blvd	South San Francisco	CA	94080	(650) 784-9054
Concepcion-Bautista	Lalaine	Log, Lin & Associates LLC	16424 Alora Ave	Norwalk	CA	90650	562 246-9185
Croly	Terence	Terry Croly & David Pyle	810 Eddy St #401	San Francisco	CA	94109 7708	(415) 674-7500
Crosby	Sheffield	Sheffield & Dawn Crosby	1215 Pinto Court	Auburn	CA	95603	(530) 988-5855
Danielsen ACC	Rosemary	Rosemary Danielsen	1920 Constitution Blvd Suite 6	Salinas	CA	93905	(831) 262 7246
Dumo	Grace	Ebagerd Inc	26373 Arboretum Way # 1306	Murrieta	CA	92563	(951) 399 3112
Faber	Steve	Steve Faber	54 Arguello Circle	San Rafael	CA	94901	(415) 485-0100
Fernandez	Pauline	Golden Summer Travel Service Inc	39088 Pagosa Springs Drive	Temecula	CA	92591	(951) 200-3424
Frazier	Morrie	Morrie and Beverly Frazier and Molly Mandal	1751 N Rogers	Clovis	CA	93619	(559) 299-4336
Furlan	Mark	Just Add Water Vacations	25922 Treetop Road	Laguna Hills	CA	92653	(949) 716-3020
Gardetti	Dee	Dolores Gardetti	835A Fillmore St	San Francisco	CA	94117	415 363 9744
Ghiozzi	Alexandra	Alexandra Ghiozzi	704 Thompsons Drive	Brentwood	CA	94513	(925) 240-0932
Gockel	Becky	Becky E & Don A Gockel	3633 Tournament Dr	Palmdale	CA	93551	(661) 722 7447
Gomes	Margaret	Margaret J Gomes	314 Rose Avenue	Los Banos	CA	93635-2600	(209) 826-2584
Growney	Michael	Michael Growney & Joann Growney	3395 Oselot Way	Rancho Cordova	CA	95670	(916) 571 9055
Gunning	Nancy	Nancy C & Michael L Gunning	54680 Blue Gill 112	Bass Lake	CA	93604	(559) 760-5480
Gutierrez	Ismael	Ismael Santiago Gutierrez	1477 Ridgeline Court	San Diego	CA	92154	787 736-2797
Hall	Terry	Greg & Terry Hall	8691 C Ave	Hesperia	CA	92345	760 240-4127
Hasselbach	Lisa	Lisa Hasselbach	3484 Cashmere Street	Danville	CA	94506	925 718 3015
Hathaway	Don	Hathaway & Associates LLC	4740 4th Street	Carpinteria	CA	93013	805 978 5870
Heuton	Sharon	Sharon L Heuton	20021 Gibbs Dr	Sonora	CA	95370	(209) 532-8637
Hsia	Paul	Paul Hsia	800 High Street #412	Palo Alto	CA	94301	(650) 321-6888
Hughes ECC LCS	Debby	Deborah Hughes	501 Valley Blvd Ste A 3 PO Box 1709	Big Bear City	CA	92314	(909) 584-7525
Jones	Sandra	Sandra Jones	8757 Mann Lane	Hemet	CA	92545	(951) 200-5358
Kaufmann	Melanie	Melanie Kaufmann	5448 Sur Mer Drive	El Dorado Hills	CA	95762	(916) 941-0794
Klasen	Suzanne	Suzanne & Stephen Klasen	1230-S Madera Road #244	Simi Valley	CA	93065	(805) 210-5327
Kuzyk	Anne	Anne Kuzyk	11895 Frond Rd	Truckee	CA	96161	775-301 1059
La Force	Misty	Misty La Force & Michelle Lester	11811 Orgren St	Chino	CA	91710	(909) 393 1492
Langston	Gary	Gary Langston	2911 Oxford Ave	Richmond	CA	94806	(925) 526-5797
Larkin	CJ	CJ Larkin	6433 Topanga Canyon Blvd #271	Woodland Hills	CA	91303	(818) 298 2663
Leidner	Bob	The Vacation Authority Inc	78075 Main St Ste 201	La Quinta	CA	92253	(760) 848 7200
Lewis	Becky	Rebecca Lewis	3323 W La Vida Ct	Visalia	CA	93277	(559) 804-5116
Liu	Josh	Weibin Liu	13689 Beaconsfield Ln	Eastvale	CA	92880	(951) 272 2172
MacDougall	Christina	Christina MacDougall	11664 Silvergate Drive	Dublin	CA	94568	(925) 895-3141
Martinez	Laura	Laura A. Martinez	7730 Redondo Street	Ventura	CA	93004	(805) 918 7039
McCarthy	Des	Desmond McCarthy	263 Strada Fortuna	Palm Desert	CA	92260-1802	(760) 773 9910
Meng	Aliza	Vinson International Inc	1142 S Diamond Bar Blvd #109	Diamond Bar	CA	91765	909-693-3584
Metzger	Tina	Tina Metzger	953 Lakeview Dr	South Lake Tahoe	CA	96150	(619) 807 5898
Miron	Moises	Moises Miron	1555 Simi Town Center Way	Simi Valley	CA	93065	(818) 824-2222
Montebello	Wendy	WM Adventures Inc	34 Via Madera	Rancho Santa Margarita	CA	92688	(949) 681 8092
Morrison	Kristie	Kristie A. Morrison	21606 Devonshire St. #5172	Chatsworth	CA	91311	(818) 927 2288
Ng	Connie	Great Escape Travel Inc	740 Texas Street Suite 205	Fairfield	CA	94533	(707) 766-0904
North	Laura	JJLM Corporation	2828 N Danbury Street	Orange	CA	92866	(714) 282 1600
Notagiacomo ACC	Joni	Jonice G Notagiacomo	11301 W Olympic Blvd #533	Los Angeles	CA	90064	(310) 338 2155
O Brien CTA, ACC	Dawn	Wheelie Fun Cruise and Travel LLC	130 E San Fernando Street #301	San Jose	CA	95112	408-490-4351
Ojogwu	Anthony	Anthony Ojogwu	731 Deerwood Avenue	Lathrop	CA	95330	(209) 665 3015
Pan	Jeanette	Alex Pan & Company	27 Nantucket Place	Manhattan Beach	CA	90266	(310) 765-4023
Pardines	Steven	Steven & Jeanete Pardines	349 Kiawah River Drive	Oxnard	CA	93036	(805) 485 2005
Perez	Richard	Richard A. Perez Sr	841 Brittany Circle	Hollister	CA	95023	(831) 313-0661
Pretkus Combs	Susan	Susan Pretkus-Combs	32722 Coppercrest Dr	Trabuco Canyon	CA	92679	(949) 709-0098
Ralph	Neil	Travel The World LLC	4903 Orinda Avenue	View Park	CA	90043	(323) 309-8208
Real	Nancy	Nancy Real	20011 US Highway 18 #120	Apple Valley	CA	92307	(760) 566-6677
Riendeau	Heather	Heather Riendeau	1320 Gowen Drive	Tracy	CA	95377	(209) 275 1221
Riggall	Ian	Meredydd Ian & Mary Anne Riggall	20725 Fairway Drive	Diablo Grande	CA	95363	(209) 895-3177
Robinson	John	John C Robinson	294 W Chennault	Clovis	CA	93611	(559) 297 5274
Rodriguez	Hugo	C R Group & Associates Inc	82579 Concord Dr	Indio	CA	92203	760-679 5079

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Roth	Todd	Together Travel LLC	6245 Lena Ave	Woodland Hills	CA	91367	(619) 578 8863
Roth ACC	Parrish	Parrish Roth ACC	3060 Hillside Ave	Norco	CA	92860	(951) 734-4196
Saadus	Julie	Juliet Saadus	1045 Via Vera Cruz	San Marcos	CA	92078	760-715 3692
Sais	Andrew	World Passport Travel LLC	10135 Walnut Ave	South Gate	CA	90280	(323) 319 2877
Samier	Elisaden	Elisaden Canlas & Suaib Mohammad Samier	2432 Rockrose Cir	Roseville	CA	95747	(916) 899-0365
Scannell	Chnsty	Chnsty Scannell	4450 Caminito Ocio	San Diego	CA	92108	(619) 955-5535
Shatenan	Albert	Albert Shatenan	1438 Rancho View Dr	Lafayette	CA	94549	(925) 930-0620
Shiroma	Marion	Scott & Marion Shiroma	336 Suncrest Circle	Brea	CA	92821	(424) 201 2264
Silva	Melania	Melania Silva	835 Centennial Drive	Vista	CA	92081	(760) 672 8086
Smith	Julianna	Mellifera Travel LLC	3113 PINE AVE	MANHATTAN BEACH	CA	90266	(310) 984-6608
Socol	Carol	Carol A. Socol	2323 S Beverly Glen Blvd Unit 10	Los Angeles	CA	90064	(513) 421 1594
Soda	Kim	Kimberly Soda and James Huynh	4747 Oceanside Blvd Ste G	Oceanside	CA	92056	(760) 610-6228
Speaker ACC	Shannon	Shannon Speaker	8620 Belford Ave #405	Los Angeles	CA	90045	(310) 216-9057
Stewart	Tiffany	Tiffany D Stewart	255 Seaview St	Port Hueneme	CA	93041	805-874-1666
Tatone	Ida	Ida G Tatone	17308 Crest Heights	Santa Clarita	CA	91387	661-444-8112
Thompson	Patrick	Patrick & Eileen Thompson	2216 Lee Way	Roseville	CA	95661	(916) 780-0220
Tu	Ann	Copperleaf Enterprises Inc	28 Copper Leaf	Irvine	CA	92602	(714) 442 3632
Walker	Stephen	Stephen Walker	7593 Sylvan Creek Ct	Citrus Heights	CA	95610	(916) 918-0499
Watters	DeAnna	DeAnna Watters	22431 Antonio Pkwy B615	Rancho Santa Margarita	CA	92688	(949) 306-2563
Wilson	Bill	William L. & Barbara A Wilson	1390 Broadway Suite B #367	Placerville	CA	95667	(530) 919 6367
Wolfe	Mark	Mark & Shirley Wolfe	69850 Highway 111 #57	Rancho Mirage	CA	92270	(760) 880-9313
Wu	Ann	Mabel Ann Lum Wu and Ben H Wu	560 S Avenida Faro	Anaheim Hills	CA	92807	(714) 974-8384
Yerondopoulos	Jacquelin	Jacquelin Yerondopoulos	3525 Del Mar Heights Rd # 146	San Diego	CA	92130	(858) 794-9241
Yeung	Dickson	Dickson Yeung	832 Pomeroy Ave #74	Santa Clara	CA	95051	408-982-6688
Adkins	Debra	Debra Adkins	10035 W Vassar Pl	Lakewood	CO	80227	720 464 4614
Calenda	Monica	CO Travel Group LTD	8035 Bannock Dr	Larkspur	CO	80118	(303) 325 7600
Carmer	Kathleen	Kathleen L. Carmer	8445 Parfet Court	Arvada	CO	80005	(303) 456-6466
Cohan	Ana	Dream Big Travel LLC	12406 E Pacific Circle Unit A	Aurora	CO	80014	(720) 725 7611
Douglas	Kevin	Kevin Douglas	11661 W Prentice Pl	Littleton	CO	80127	720-981 7737
Fellmer LS	Genie	Genie Fellmer	6257 South Boston Ct	Englewood	CO	80111	(303) 770-0332
Garies	Dana	Dana D Garies	5092 Horned Owl Way	Parker	CO	80134	303 579-6782
Imamura	Ian	Ian Imamura	8207 S Forest Ct	Centennial	CO	80122	719-252-4047
Johnson	Megan	Shay World Travel Group LLC	2649 Bridle Drive	Mead	CO	80542	303 776-0969
Jones	Carla	Carla L & Robert C. Jones	13145 Kramena Street	Thornton	CO	80602	(303) 465 2966
Jordan	Mike	KD S CRUISES AND TOURS	7131 Dunklau Rd	Ft. Garland	CO	81133	(719) 379-3133
Kleppe	Jon	Cloudblue Vacations LLC	2546 South Main Street	Erie	CO	80516	303-828-1015
McKenna	Steve	The McKenna Travel Goup LLC	2647 Trailblazer Way	Castle Rock	CO	80109	(720) 542 9864
Ogden	Lynn	Lynn Ogden	5671 S Hannibal Way	Centennial	CO	80015	(720) 524 8560
Peisner	Pam	Pamela J Peisner	7311 CENTENNIAL DR.	PARKER	CO	80138	720-464-3850
Schulte	Caroline	Picture Your Paradise LLC	5052 Eaglewood Lane	Johnstown	CO	80534	970-250-4481
Siemens	Michael	Michael & Marie Siemens	1298 Main Street #4100	Windsor	CO	80550	(951) 291 9223
Winchell	Rhonda	Winchell & Associates LLC	300 Center Dr. Ste G #329	Superior	CO	80027	(720) 696-0566
Brengle	George	Vacations Underway LLC	35 Cove Side Lane	Stonington	CT	6378	(860) 468-4933
Cogan	David	David Cogan & Kathleen Duff	38 Applewood Lane	Avon	CT	6001	(860) 561 5700
DeWitt	Jeff	JD Travel Group LLC	28 Holiday Dr	Norwalk	CT	6851	(203) 286-7311
Greene	Jeffrey	Jeffrey & Carol Ann Greene	4 Strawberry Lane	Old Lyme	CT	6371	(860) 598 9648
Michael	Sonja	Sonja Michael & David Carroll	20 Belle Avenue	Enfield	CT	6082	(860) 741 3514
Miller	Wesley	Wesley & Jamie Miller	62 Anella Drive	Bethany	CT	6524	(203) 898-4542
Peet	Melissa	Melissa Peet & Patrick Peet	31 Brittania Dr	Danbury	CT	6811	(203) 989-0449
Quinn Panzer	Karen	Cruise Vacations Unlimited LLC	39 Lawrence Ave	Milford	CT	6460	(203) 647 3107
Sayers	Susan	SSRT Consultants LLC	110 Skinner Road	Berlin	CT	6037	(860) 829-0492
Brown	Trinita	Trinita Brown	2916 Stephenson Place NW	Washington	DC	20015	(202) 237 8418
Hejazi	Muhsen	Super Value Inc	1917 I Street NW suite 100	Washington	DC	20006	(202) 872-0101
Rainge	Sherman	Sherman Rainge	3298 Theodore R Hagans Dr NE	Washington	DC	20018	(202) 506-1565
Cardaneo ACC CSS	Bob	Cruise With Bob LLC	32317 Mulligan Way Baywood Greens	Long Neck	DE	19966	(302) 945-4620
Haupt	Bobbye	Travel Partners of Delaware LLC	63 Long Rifle Ct	Newark	DE	19702	(302) 737 2312
Morris	John	Sicamor LLC	379 Wheel of Fortune Rd	Dover	DE	19901	(302) 678-3239
Nolan ECC	Elaine	Elaine Nolan	159 Orchard Grove Court	Camden	DE	19934	(302) 698 6468
Ongaco	Robert	Ongaco Robert, Grace & Rommel	82 North Ember Drive	Felton	DE	19943	(302) 697 1748
Allenbaugh	Jill	Cruising For Life LLC	21515 Southern Charm Drive	Land O Lakes	FL	34637	(813) 996-3815
Alvarez	Eddie	Eddie Alvarez	6557 Pomeroy Circle	Orlando	FL	32810	(321) 251 5345
Amidon	Tina	Tina Amidon	37 Cedar Hill Lane	Tequesta	FL	33469	(561) 308-2644
Anderson	George	George & Minam Ramirez Anderson	16 Lorelei Ave	Lehigh Acres	FL	33936-5928	(239) 303-8540
Aselage	Joan	Aselage Enterprises Inc	1813 Wards Landing Court	Orange Park	FL	32003	(904) 278 1105
Bachman ACC	Katy	Katy Bachman & Crew	2325 SW 20th Terr	Cape Coral	FL	33991	(239) 677 3005
Barrios	Maria	Inspiration Investment Holdings LLC	176 S Hibiscus Drive	Miami Beach	FL	33139	(786) 390-7358
Bartimus	Tom	Bartimus Travel Group Inc	135 N Champions Way Unit # 212	St Augustine	FL	32092	(904) 392 1703
Batista	Marcelo	Marcelo & Milena Batista	212 E Hillsboro Blvd #246	Deerfield Beach	FL	33441	(954) 588 7853
Bautista	Agustina	Agustina Bautista	6526 Fox Tree Lane	Lakeland	FL	33813	(863) 940-4938

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Bekier	Kinga	Deep Water Travel LLC	2920 Anniston Rd	North Port	FL	34288	(941) 803-4852
Bell	Ron	Ron Bell	8721 Piazza del Lago Cir Unit 103	Estero	FL	33928	(239) 301 3770
Bellmas	Simone	Life on Cruise Control Travel Inc	17931 SW 35th St	Miramar	FL	33029	(954) 931 2912
Bender	Susanne	Susanne L. Bender	1808 Old Fleming Grove Rd	Fleming Island	FL	32003	904-830-4389
Berthier	Alfonso	Alfonso Berthier	5750 Collins Ave 16J	Miami beach	FL	33140	202 351 2205
Bion	Juanita	Juanita Bion	1206 SW 51st St	Cape Coral	FL	33914	(651) 484-0466
Boles	Jay	Jay Boles & Linda Newcomb	2819 Old Carriage Lane	Fort Walton Beach	FL	32547	(850) 244-0267
Bonneau	Donna	John & Donna Bonneau	12551 Bassbrook Lane	Tampa	FL	33626	(813) 433-0050
Bourne ACC	Candice	Candice Bourne	6981 SW 20th Street	Margate	FL	33068	(954) 968-6762
Breaux	Jenifer	Barry & Jenifer Breaux	15210 Fishhawk Preserve Drive	Lithia	FL	33547	813-667 7000
Bresin	Robin	Boca Bay Inc	10876 La Salinas Circle	Boca Raton	FL	33428	(561) 852 6717
Brown	Nathan	BNB Travel LLC	321 North DeVilliers St Suite 227	Pensacola	FL	32501	(850) 432 2204
Brozosky	Ed	SaveOnCruisesNow LLC	13141 McGregor Blvd Suite #5	Ft Myers	FL	33919	(239) 689 1356
Buchanan ACC	Mary Ann	Mary Ann Buchanan	2565 86th Court	Vero Beach	FL	32966 5018	(772) 567-8766
Bultemeier	Karen	Karen Marie Bultemeier	33809 Terragona Drive	Sorrento	FL	32776	(407) 788-3009
Bustillos	Amanda	Amanda & Jeremy Bustillos	3959 Royal Pines Dr	Orange Park	FL	32065	904-375-8786
Cabaniss	Judy	Judy Cabaniss	4460 Aberdeen Circle	Viera	FL	32955	(321) 504-0237
Caicedo	Carlos	Global Travel LLC.	15757 Pines Blvd Suite 214	Pembroke Pines	FL	33027	(954) 417 3626
Calero	Susana	Susana Calero	17177 SW 43 Court	Ocala	FL	34473	(352) 454-2038
Carlson	Annette	Carlson Early Travel Group LLC	319 Balfour Drive	Winter Springs	FL	32708	(407) 901-4179
Carrero Jr	Thomas	7 Cees Travel LLC	1225 Tamiami Trail Unit A 10	Port Charlotte	FL	33953	941-627-4528
Castiglione	Frank	Frank Castiglione & Associates LLC	10715 Versailles Blvd	Wellington	FL	33449	(561) 333 7785
Chen	Dennis	Melden Cruises LLC	8345 NW 66 St #4137	Miami	FL	33166	(305) 728-4613
Christoffersen MCC	Marty	Marty Christoffersen	10644 Gooseberry Ct.	Trinity	FL	34655	(727) 645 5814
Cobenais	Duane	Duane James Cobenais Sr	10675 Ivanhoe Lane	Wellington	FL	33414	(561) 657-8444
Collazo	Janette	Janette Collazo	36721 Sandy Lane	Grand Island	FL	32735	(352) 434-8128
Collins	Susan	Susan & Clinton Collins	2881 E Newhaven St	Inverness	FL	34453	(352) 419-4310
Cooler	Rick	Rick & Laura Cooler	2008 Seagate Ave	Neptune Beach	FL	32266	(904) 458-8013
Cunningham	Sandra	Destinations and Dreams Inc	10335 Boynton Place Circle	Boynton Beach	FL	33437	(561) 740-7576
Cushman	Diane	Timely Adventures and Travel LLC	1238 Cordoba Ct	Dunedin	FL	34698	727 365 7268
Cyganiak	Mark	M and D Travel	25197 Campos Dr	Punta Gorda	FL	33983	941 200-1229
Davenport	Jennifer	Modern Getaways LLC	4213 W Wisconsin Ave	Tampa	FL	33616	(407) 951 5282
Davis	Sharon	Sharon M Davis	8711A SW 91st Street	Ocala	FL	34481	(516)767-0510
Davis	Edward	Edward Davis	19920 State Rd 82 #2	Ft Myers	FL	33913	239 271-9745
Dean	Dex	Coastal Leasing Inc	1000 W McNab Rd #109	Pompano Beach	FL	33069	(754) 229 9763
Delaney	Tom	Thomas Delaney Jr	11017 River Trent Court	Lehigh Acres	FL	33971	(239) 332 3335
DelRosario	Maria	Travel Funn LLC	1255 W 46 St #23	Hialeah	FL	33012	(305) 828-3866
Determan	Corey	D&H Ventures LLC	269 Carriann Cove Trail W	Jacksonville	FL	32225	(904) 410-4116
Dews	John	John D Dews	2962 Longbrooke Way	Clearwater	FL	33760	(727) 536-9991
Diaz	Eddie	Encore Creations Inc	5132 Oak Island Rd	Orlando	FL	32809	(407) 392 2156
Ditmars Jr	Robert	Robert Ditmars Jr	7035 ANTIGUA PLACE	Sarasota	FL	34231	941-650-7770
Dominguez	Elizabeth	Dominguez & Dominguez	7897 Glen Echo Road North	Jacksonville	FL	32211	(904) 366-6645
Doyle	Jennifer	Jennifer A Doyle	2511 Coral Ridge Circle	Melbourne	FL	32935	(321) 241 4270
Drobny	Christopher	Christopher Drobny	309 Canna Drive	Davenport	FL	33897	(863) 420-7514
Duffield	Tammy	Tammy Duffield	1632 N Federal Hwy	Boynton Beach	FL	33435	318 299-6500
Duncan	Karl	Island City Cruises and Tours LLC	1733 NE 28th Dr	Wilton Manors	FL	33334	(954) 306 1499
Erickson	William	William Erickson & Jared Erickson	13317 Waterford Castle Drive	Dade City	FL	33525	(813) 991 7908
Estridge	Patricia	Patricia K & Chester B Estridge	3306 23rd St SW	Lehigh Acres	FL	33976	239-368 5901
Eylward	Edward	Edward J Eylward	3404 Rochelle Court	Clearwater	FL	33761	(727) 786-3600
Fannin	Teresa	Kismet Travel LLC	2935 Minuteman Lane	Brandon	FL	33511	(813) 409 3122
Farrell	Edward	Cruise Art LLC	1930 Harrison St Ste 305	Hollywood	FL	33020	(754) 216-1513
Feldman	Susan	Travel Obsessions LLC	1820 NE Jensen Beach Blvd	Jensen Beach	FL	34957	(772) 777 2700
Finkelstein CTA ECC	Marcia	Cruises & Tours Worldwide LLC	12217 Whistler Way	Boynton Beach	FL	33473	(732) 222 2111
Fischer	Sandy	Fischer & Co Inc.	16841 Colchester Court	Delray Beach	FL	33484	(561) 637-0606
Folz	Joseph	The Vacation Team LLC	5100 Burchette Rd #705	Tampa	FL	33647	(813) 892 3666
Foris	Rita	Rita Foris Travel LLC	19667 Turnberry Way 10-J	Aventura	FL	33180	786-207 2939
Foxlow	David	David & Linda Foxlow	6708 Cheswick Street	Sarasota	FL	34243	(941) 355 9704
Foxx	Redd	Redd Foxx & Assoc SAMPLE SITE	1201 W Cypress Creek Road Suite 100	Fort Lauderdale	FL	33309	9549583700
Franzen	Scott	Scott R & Jill R Franzen	2550 Crossroads Pkwy	Fort Pierce	FL	34945	(772) 828 2021
Freer ACC	Kathleen	Get Lost At Sea LLC	3757 Sunward Drive	Merritt Island	FL	32953	(321) 735-0202
Freese	Jo	Jo Dalene Freese	2457 Buttonwood Run	The Villages	FL	32162	(352) 350-6341
Fresneda	Eddie	Edward & Carolyn Fresneda and Iris Guzman-Morales	4186 Quail Wood Dr	St. Cloud	FL	34772	(407) 749-6801
Garrett	Sarah	Sarah I Garrett	940 32nd Ave SW	Vero Beach	FL	32968	772 359 3673
Garroway	Joanne	Joanne Garroway	5982 Las Colinas Cir	Lake Worth	FL	33463	(561) 967-4646
Gemelli	Richard	Richard Gemelli	662 SW McCracken Avenue	Port St Lucie	FL	34953	(772) 873-4060
German	Ana	Cruise and Travel Pro Inc	7829 Palmilla court	Reunion	FL	34747	(207) 510-7700
Gibson	Sylvia	Ce-Chelle Investment Group LLC	9060 Plymouth PL	Tamarac	FL	33321	(754) 205 5452
Gomez	Marisol	Platinum Travel Group LLC	2342 SW 13 Street	Miami	FL	33145	(305) 302 3888
Gonzalez	Michael	BOOK WITH MICHAEL, LLC	319 SW 120th Ave	Pembroke Pines	FL	33025	954-907 5451

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Gordan MCC	Judi	Judi Gordan	10227 Grand Oak Circle	Madeira Beach	FL	33708	(727) 397 1900
Graham	Caryn	C & BG Vacation Holdings LLC	1190 Fairway Dr	Dunedin	FL	34698	(727) 741 1438
Griseuk	Mary Jo	Five Star Meeting & Travel Planning	14022 Fiesta Circle	Jacksonville	FL	32225	(904) 930-4702
Hargarther	Mara	Mara Hargarther & Claudia Thaler	101 Marketside Avenue Ste 404-174	Ponte Vedra	FL	32081	(904) 280-1992
Harrison	Gael	Harrison & Shakaj LLC.	1640 PRAIRIE OAKS DRIVE	SAINT CLOUD	FL	34771	(407) 891-8282
Helsing	Ami	Ami Helsing	4611 S. University Dr #413	Davie	FL	33328	(954) 999-4810
Hempstead	Jacqueline	Jacqueline Hempstead	1417 Sadler Rd PMB 266	Fernandina Beach	FL	32034	(904) 844-2185
Hicks MCC	Kay	Kathreen & James Hicks	1412 14th Lane	Palm Beach Gardens	FL	33418	(561) 776-1667
Hunt	Sally	T L Hunt LLC	106 Wellington Drive	Palm Coast	FL	32164	(479) 268-0269
Januario	Denise	Greenbay International Inc	442 Lakeside Circle	Sunrise	FL	33326	(954) 676-4173
Jobe	Matthew	Matthew Jobe	3527 McCormick Woods	Ocoee	FL	34761	(865) 235-8118
Johnson	Richard	Yardley Associates Inc	6477 Marbletree Lane	Lake Worth	FL	33467	(561) 968-1900
Johnson	Heather	Johnson Lane & Associates LLC	3221 Bayflower Ave	Harmony	FL	34773	(770) 286-0524
Karuzas	Nicole	Nicole s Getaways Inc	14620 96th Lane N	West Palm Beach	FL	33412	(561) 408 6400
Kennedy	Sean	Sean Kennedy	12032 SW Knightsbridge Ln	Port St Lucie	FL	34987	(772) 345-3298
Kerns	Kristine	Kns Kerns Inc	3250 Westcott Ct	Palm Harbor	FL	34684-1623	(727) 786-1838
Knox	Debbie	BD Knox & Associates LLC	1634 Morning Dove Loop North	Lakeland	FL	33809	(863) 815-0995
Kreisberg	Allen	Financial Protection Grp	4782 W Commercial Blvd	Tamarac	FL	33319	(305) 790-9026
Laitoo	Winston	Winston Laitoo	6720 Paul Revere Court	Orlando	FL	32809	(407) 579 8190
Lange	Mananne	The Lange Group LLC	3353 SE Fairway East	Stuart	FL	34997	772-600-5269
Lauderdale	Kristina	Knstina Lauderdale & Danielle Monds	4330 Hillcrest Dr #308	Hollywood	FL	33021	(954) 300-2503
Leming	Curt	Curt & Annette Leming	8123 Sorrento Lane	Naples	FL	34114	(239) 204-2200
Levy	Dianne	KSST Inc	18535 Egret Way	Boca Raton	FL	33496	(561) 672 1174
Little	Andre	Digital Marketing Publishing, LLC	8131 Vineland Ave #217	Orlando	FL	32821	863-313-0007
Lockett	Thomas	TNG TRAVEL, L L.C.	2040 Foxtail View Ct	West Palm Beach	FL	33411	(561) 444-3526
Loisage	Jacqueline	Jacqueline Loisage	3956 Town Center Blvd	Orlando	FL	32837	(407) 847-0062
Loria	Vince	Oceans Eleven of Sarasota Inc	4780 Country Meadows Blv	Sarasota	FL	34235	(941) 342 9555
Martin	Trapper	Just Add Water Vacations LLC	7836 Holiday Isle Drive Unit 203	Belle Isle	FL	32812	(202) 330-1301
Martinez	Randy	Randy F Martinez	1028 Gould Place	Oviedo	FL	32765	407 731 5565
Martinez	Paul	Paul R Martinez	10809 Waterford Ct	Orlando	FL	32821	(407) 704-4623
Martino	Rechil	Michael & Rechil Martino	9943 Parker Lake Circle	Navarre	FL	32566	(850) 803 3874
Matthews	Robin	Robin & Thomas Matthews	18608 Harbor Light Way	Boca Raton	FL	33498	(561) 488 5656
M Boya	Maimane	MBLM and Associates LLC	4318 Hanbury Dr	Zephyrhills	FL	33545	(813) 279-0086
McKay	John	John K McKay	633 S Palmetto Avenue #208	Daytona Beach	FL	32114	(386) 682-0422
Melachrinoudis	Shirley	Shirley Melachrinoudis	2025 SE Triumph Rd	Port St. Lucie	FL	34952	(772) 530-2001
Mellen	Peg	Peggy & Daniel Mellen	2320 Mossy Oak Drive	North Port	FL	34287	410-753-4990
Miller	Jeffery	Jeffery Miller	36 Temple Ave SW	Fort Walton Beach	FL	32548	(850) 462 2570
Mixon ACC	Leilani	Leilani and Scott Mixon	7010 NW 39th Ct	Coral Springs	FL	33065	(954) 309-0255
Mocharski	Irene	Irene Mocharski Paul Mocharski & Lauren Mocharski	1007 Celebration Ave Apt 201	Celebration	FL	34747	(845) 638 3984
Moore	Moriah	Moriah & Alan Moore	28051 US Highway 19 N Suite 106	Clearwater	FL	33761	(727) 493 1551
Nagy	David	David Nagy	6177 SE Georgetown Place	Hobe Sound	FL	33455	(772) 237 3910
Nelson	Nancy	Leisure Consultants Inc	1705 Elsie Park Court	Kissimmee	FL	34744	(407) 348 1776
Nemia ECC LS	Carolyn	Camelot Adventures Inc	9323 Aviano Drive	Fort Myers	FL	33913	(609) 625-8100
Newby	Sharon	Sharon R Newby	3725 North Citrus Circle	Zellwood	FL	32798	407 309 7447
Newell	Michelle	Michelle Newell & Dennis Whidden	2910 Kerry Forest Pkwy 4D-351	Tallahassee	FL	32309	(850) 893 7300
Newquist	Merci	Merci Newquist	749 Silverwood Drive	Lake Mary	FL	32746	(407) 732 7065
Orzech	Joan	Joan Orzech	1802 SW Monterrey Lane	Port St Lucie	FL	34953	(772) 340-1855
Palma	Frank	Frank Palma	7327 SW 23rd St	Miami	FL	33155	(786) 574-4749
Pastor	Gail	Pastor Enterprises Inc	1993 N Eagle Chase Dr	Hernando	FL	34442	(352) 527-8473
Perreault	Dawn	Dawn E Perreault	11434 Fort Lauderdale PL	Venice	FL	34293	(941) 786-0223
Petty	Christina	Christina Petty Inc	185 S Lawrence Blvd	Keystone Heights	FL	32656	352-478-8092
Phillips	Connie	BraKe001 LLC	3500 Bay Island Circle	Jacksonville Beach	FL	32250	(904) 208-2796
Pimenta	Diania	Abora Travel LLC	4326 Spinnaker Cove Lane	Tampa	FL	33615	(813) 563-2404
Porras	Michelle	M & M Travel LLC	8781 Lakeview Drive	Parkland	FL	33076	954-829-0356
Prevaux	Holly	HP Travel Go LLC	20213 Moss Hill Way	Tampa	FL	33647	813 785-4585
Purvis	Gina	Gina Purvis	11967 W Broookside Ct	Homosassa	FL	34448	(352) 503-6568
Quinones	Joseph	Good2Cruise	1845 Greenbrook Ct	Oviedo	FL	32766	407 731 7893
Raman	Raja	Raja Raman	11172 Turnbridge Drive	Jacksonville	FL	32256	(904) 446-8093
Ramdial	Michael	Concierge Creations LLC	6466 South Goldenrod Rd Unit C	Orlando	FL	32822	(321) 209 2307
Rameau	Ricard	Endless Luxury Travel Inc	4836 NW 1st Street	Plantation	FL	33317	(954) 317-0526
Rice	Barbara	Barbara B Rice	2072 Cortez Ave	Vero Beach	FL	32960	(772) 569 1821
Richards	Donna	Donna Richards	5390 Dominica Street	Vero Beach	FL	32967	(772) 569 1977
Richman ACC	Alan	Alan Richman & Helen O Hare	4124 8th Ct	Lantana	FL	33462	(561) 899 3206
Rodriguez	Bermari	BW Travel Agency LLC	2218 South Chickasaw trail	Orlando	FL	32825	(407) 401 9199
Rosario	Greg	Gregory Rosario	12034 Uleta Lane	Orlando	FL	32827	(347) 981-8405
Ross McKinney	Oriel	McKinney Brands LLC	2246 Wild Tamarind Blvd	Orlando	FL	32828	(407) 504 7677
Sam	Joel	Joel & Jeuelle Sam	13750 W Colonial Dr Suite #347	Winter Garden	FL	34787	(407) 614 7327
Santisteban	Ralph	Breakaway Inc	16085 SW 101 Terrace	Miami	FL	33196-6162	(305) 752 5500
Sauer	HJ	Planet Earth Travel LLC	6919 Treymore Court	Sarasota	FL	34243	(941) 312-6976

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Last Name	First Name	Legal Name	Street	City	State	Zip	Business Phone
			Festival Marketplace				
Scavron	Ron	Sea Jay Inc	2900 West Sample Rd Booth 5305	Pompano Beach	FL	33073	(954) 227 7772
Schneider ACC	Bill	William Schneider Ent Inc	10236 Charleston Corner Road	Tampa	FL	33635	(813) 855-0162
Schubert	Chris	Chris and Cheryl Schubert	1418 Mayesville Way	The Villages	FL	32162	(352) 350 7719
			23110 State Rd 54				
Scott	Edward	ERS Enterprises of South Florida Inc	#335	Lutz	FL	33549	813 995-0937
Senita	David	David Senita	8970 NW 148 Terr	Miami Lakes	FL	33018	(786) 235-5057
Shaffer	Ginger	Ginger Shaffer	2523 NW 13th Steet	Cape Coral	FL	33993	(239) 283-7020
Shannon	Michele	Michele Shannon	1460 Gulf Blvd #504	Clearwater	FL	33767	(727) 517 8180
Shuss ACC	Laurie	Laurie & Gregory Shuss	11851 Rosalinda Court	Ft. Myers	FL	33912	239-603-6040
Silva	Alfredo	GO BEYOND TRAVEL LLC	800 North Miami Ave E 1007	Miami	FL	33136	(786) 467-0623
Skipper	Sherri	Sherri Skipper	15510 Laguna Hills Drive	Ft Myers	FL	33908	(239) 454-0550
Skolnick	Andy	SKA Enterprises LLC	1301 Baez Way	The Villages	FL	32162	(352) 751 1122
Smarra	Steven	Darlene & Steven Smarra	1295 Gembrook Ct	Royal Palm Beach	FL	33411	(561) 935-4001
Smith	Linda	Linda & Ron Smith	6825 Bluffs Blvd	Tampa	FL	33617	(813) 980 1499
Smith	Robert	Robert A Smith & Kathryn Michelle Smith	401 River Square Lane	Ormond Beach	FL	32174	(706) 534-0335
Smith	Trevor	Trevor & Amanda Smith	2197 Lake Debra Dr Apt 223	Orlando	FL	32835	321 287-8228
			6001 21 Argyle Forest Blvd				
Smith ACC	Vermelle	Vermelle P Smith & Associates	#332	Jacksonville	FL	32244	(904) 908-0858
			6917 Collins Ave				
Sotolongo	Alex	VAS Petroleum Investment	Suite 405	Miami Beach	FL	33141	786 356-8735
States	Robyn	Robyn States & Robert Waugh	3624 Aberdeen Dr	Sarasota	FL	34240	941 780-2370
Steinman MCC	Candie	Candie & Dick Steinman	12030 Santaluz Dr #201	Ft Myers	FL	33913	(239) 689 1629
Stevens	Paul	Paul Stevens & Associates	340 NW 35th Court	Oakland Park	FL	33309	(954) 561 8829
Stevens	Susan	Cruise & Tour Services Inc	1632 Lake Rhea Dr	Windermere	FL	34786	407 258-8726
Stewart	Ronald	Global Cruise and Travel	1050 Satin Leaf St.	Hollywood	FL	33109	(954) 927 9048
Stutzman	Mack	Port to Port LLC	909 Shady Canyon Way	Poinciana	FL	34759	(863) 496-5262
Swisher	Stephen	Stephen Swisher	468 Bellissimo PL	Howey in the Hills	FL	34737	(352) 404-6052
Tan	Susan	Susan Jane Tan	536 Li Fair Place	Pensacola	FL	32506	850-696-8728
Teasley	Sarah	SRA Business Services	533 East Citrus Street	Altamonte Springs	FL	32701	(407) 401-8781
			2740 SW Martin Downs Blvd				
Teet	Ray	JORATE CORP	#302	Palm City	FL	34990	(772) 237 3496
Terkosky ECC, LCS	Denise	Denise Terkosky LLC	329 Chicasaw Court	St. Johns	FL	32259	(904) 230-2565
Thomas	Ayana	Travel Adventures Inc	1744 45th Street	West Palm Beach	FL	33407	(561) 600-0434
Tilden	Angie	Angie Tilden	6894 Nelson Street	Navarre	FL	32566	(661) 430-6272
Todal	Gunnar	Gunnar Todal	6278 North Federal Highway #197	Fort Lauderdale	FL	33308	1-484-764-9010
			7512 Dr Phillips Blvd.				
Tornetta	Mark	WalCruise LLC	Suite 50 961	Orlando	FL	32819	(407) 217 6898
Troxell MCC	Monica	Monica & Ronald Troxell	523 Coral Trace Blvd	Edgewater	FL	32132 6944	(386) 410-4444
Truitt	Richard	Richard L Truitt Enterprises Inc	515 Woodstead Court	Longwood	FL	32779	407 739-7686
Turman	Beth	J & B Turman and Associates Inc	9743 Crescent View Dr S	Boynton Beach	FL	33437	(561) 810-6266
Varsamis	Dorina	Dorina Varsamis & Juleana Anagnostopoulos	2812 N 46 Ave G-471	Hollywood	FL	33021	954-254-1085
Vassou	Tammie	Tammie Vassou	12910 NE 75th Street	Bronson	FL	32621	(352) 486-8998
Velazquez	Arnold	Break Time Travel LLC	8011 West 18 Lane	Miami Lakes	FL	33014	(786) 565-2785
Ventun	Jill	Jill Ventun	6055 46th Lane	Vero Beach	FL	32967	(772) 564 2477
Vest	Jeffrey	Jeffrey Vest	2050 3rd Ave N	St Petersburg	FL	33713	(727) 492 6276
Vianello	Victor	Vianello&Associates Inc	5801 SW 50 Terr	Miami	FL	33155	(305) 665 1517
Villella	Bryan	Bryan D Villella	4665 SW 28th Ave	Ft Lauderdale	FL	33312	(754)201 1079
			7150 Plantation Road				
Vincent	Darrell	Darrell J Vincent	#327	Pensacola	FL	32504	(850) 637-8765
Volpe	Carrie	Carrie Volpe	1819 SW Jupiter Blvd	Palm Bay	FL	32908	(321) 574-0292
Weese	Rowena	Rowena Weese	12285 92nd st	Largo	FL	33773	(727) 415 3674
Whittemore	Tim	Boundless Vacations Inc	310 Coral Drive SW	Fort Walton Beach	FL	32548	(518) 650-1656
Williamson	Scott	Scott C Williamson	2417 16th Ave W	Bradenton	FL	34205	941 757-8434
Wilson	George	George & Detra Wilson	822 Dolphin Drive	Panama City Beach	FL	32408	(850) 708 8796
Wofford	Michael	The Wofford Group LLC	4630 S Kirkman Road # 168	Orlando	FL	32811	(407) 247-8125
Wolmetz	Anita	Anita Wolmetz	11698 Briarwood Cir #2	Boynton Beach	FL	33437	(561) 742 9600
Wray	Norman	Norman Wray	18459 Pines Blvd #205	Pembroke Pines	FL	33029	954-451-6139
Wright	Joseph	Joseph Wright	4077 Luther Fowler Rd	Pace	FL	32571	(850) 393 2322
			10800 Alpharetta Hwy				
Baez	Barbara	White Rhino Travel LLC	Suite 208- 485	Roswell	GA	30076	678-810-1804
Barker	Ralph	Barker Travel Inc	530 Wingate Rd	Ellijay	GA	30540	(706) 698-7972
			5916 East Lake Pkwy				
Barnes	Lawrence	Lawrence Barnes	Suite 275	McDonough	GA	30253	(770) 898 2577
Barnhill	LaSheba	Queen of Leisure LLC	267 Grandview Lane	Powder Springs	GA	30127	(678) 905-0215
Baron	Evancia	Travel By Eve Inc	32 Finch Trl NE	Atlanta	GA	30308	(404) 907 1936
Borodko	Nickie	Nickie Borodko	72 Water Mill Trace	Ringgold	GA	30736	(865) 675 9714
Bryden	Rosendo	Rosendo V & Georgia Bryden	1461 Log Cabin Lane	Lawrenceville	GA	30045	1 770-822 1771
Clark	Kelsha	Kelsha Renee Clark	1039 Concerto Ct	Fairburn	GA	30213	(770) 964-8136
Denney	Jodi	Jodi Denney & Barbara S Linebarger	4397 Mayes Farm Court	Marietta	GA	30064	(404) 348-8264
			880 Marietta Hwy				
Economidis A C.C	Laz	Blue Manta Cruises LLC	Suite 630-321	Roswell	GA	30075	(770) 650-7332
Edwards	Terry	Terry Edwards	3537 Club Drive	Kennesaw	GA	30144	(770) 308-2200
Fuller	ChrisAngel	ChrisAngel Fuller	913 Bryan Circle	Grovetown	GA	30813	(706) 925-7350
Gamble	Carol	Carol R Gamble	102 Mallard Dr	Savannah	GA	31419	(912) 927 1929

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Harris	Valerie	Valerie Harris	4780 Ashford Dunwoody Rd Ste A483	Atlanta	GA	30338	(770) 783-5273
Hawkins	Helen	Hawk Travel LLC	12065 King Road	Roswell	GA	30075	678-824 2957
Hunt	Ronald	Ronald J Hunt	1911 Grayson Hwy Ste 8-112	Grayson	GA	30017	(770) 807-0696
Jarriel	Jennifer	Jennifer Jarriel & Associates LLC	447 Myrtle Crossing Ln	Statesboro	GA	30458	912 257-6782
Jefferson	Darlene	Darlene S & Mickey J Jefferson	5472 Tyree Rd	Winston	GA	30187	(678) 809 5913
Johnson	L Anda	L Anda Johnson LLC	801 McGill Park Ave NE	Atlanta	GA	30312	(404) 260-7400
Knitter	Kathleen	Kathleen Knitter	156 Peachtree East Shopping Center #103	Peachtree City	GA	30269	(678) 364-8610
Kogel	Debbie	Deborah Kogel	106 Wiley Bridge Ct	Woodstock	GA	30188	(678) 854-8000
Krug	Wendy	Find Away Travel LLC	291 Wentworth Drive	Canton	GA	30114	678-880-4919
Lee Moore	Lisa	Lisa Lee	104 Sea Lane	Tybee Island	GA	31328	(912) 786-4446
Lemon	Jeffrey	Jeffrey R Lemon	832 Arlington Dr	Columbus	GA	31907	(706) 221 5622
Maynard	Desiree	Desiree Maynard	1756 Harmony Hills CT	Lithonia	GA	30058	678-922 8200
McAfee	Sammy	Sammy T McAfee	728 Winchester Cir	Macon	GA	31210	478-954-2495
McClellan	Oliver	KAPO Ventures LLC	7494 Regatta Way	Flowery Branch	GA	30542	(404) 480-0411
McDonal	Luann	Compass Travel LLC	173 Chattahoochee Farms Dr	Newnan	GA	30263	(678) 423-1259
Myers	Timothy	TCM Travel	301 East Gaines St	Dublin	GA	31021	(478) 410-3202
Parton	Wayne	Xenia Investments LLC	2566 Shallowford Rd Ste 104-321	Atlanta	GA	30345	(404) 220-8485
Perez	Susan	P&L Travel LLC	3905 Weeping Willow Lane	Loganville	GA	30052	(770) 599 7013
Perlitz	Lynne	Lynne Perlitz	5176 Shotwell St	Woodstock	GA	30188	(770) 485-5371
Petrunich	Andy	Andy & Karen Petrunich	3455 Bulloch Lake Rd	Loganville	GA	30052	(770) 743-4383
Powers CTA ACC	Michael	Esquire Travel LLC	2501 E Piedmont Road Suite 228	Marietta	GA	30062	(404) 445-5486
Prince	Leroy	LS Prince & Associates LLC	1127 Oak Arbour Ave	Lawrenceville	GA	30044	(678) 878 3075
Rosenbaum	Alan	Alan Rosenbaum	5085 Morton Ferry Circle	Johns Creek	GA	30022	(770) 664 9010
Scanano	Deborah	Deborah Scanano & Kevin Ott	110 Great Egret	Brunswick	GA	31523	912 223-0655
Sewell	James	Sewell Enterprises Inc	53 East Jarman Street	Hazlehurst	GA	31539	(912) 375-3777
Slater	Jessica	Jessica L Slater	87 Thorncliff Court	Acworth	GA	30101	(770) 718 9147
Stookey	Renee	Renee Stookey	5115 Hill Rd	Acworth	GA	30101	(770) 975 0419
Taber	Terry	A Warm Breeze LLC	19 Red Apple Terrace	Taylorsville	GA	30178	(770) 684-8644
Tarpley	Regina	TaySyd Travel Services LLC	3934 East First St	Blue Ridge	GA	30513	706-974-0158
Thomas	Mary Ann	Mary Ann Thomas	P O Box 826	Locust Grove	GA	30248	(678) 586-3125
Thuman	Brian	Laura Don & Brian Thuman	389 Grove Hill Drive	Stockbridge	GA	30281	(770) 474-6208
Tuten	Bruce	Bruce Tuten	59 Palmer Blvd	Savannah	GA	31410	(912) 344-9550
Van Aken	Sheryl	Van Aken Travel LLC	980 Birmingham Road Suite 501 371	Milton	GA	30004	678-682 7722
Walters	Robyn	Robyn L & David R Walters	3290 Stoney Acres Drive	Kennesaw	GA	30152	678 919 7376
Warner ACC	Dawn	The Travel Cure LLC	1324 Rockbridge Rd	Stone Mountain	GA	30087	404 666-4484
Yeager	Bob	Robert E Yeager	114 Barber Drive	Stockbridge	GA	30281	(770) 474-4540
Ziegenbalg MCC	Mike	Michael K Ziegenbalg	11480 Big Canoe	Jasper	GA	30143 5111	(706) 579 5005
Abernathy	Christopher	Vacations 2 Remember LLC	747 Amana St #2117	Honolulu	HI	96814	(808) 947 1100
Heckroth	Jeff	Heckroth & Associates	321 SW Hickory Glen	Grimes	IA	50111	(515) 259-9011
Lesch	Elaine	Gene Lesch	15419 Oakwood Drive	Urbandale	IA	50323	(515) 986 5027
Mabbitt	Melody	Melody Mabbitt	1751 Madison Ave #328	Council Bluffs	IA	51503	(712) 323 7844
Roose	Kimberly	Kimberly & Gregory Roose	979 210th Place	Pella	IA	50219	641-638-8001
Conger	Cruisy Susie	Susan E Conger	4230 N Ballantyne Lane	Eagle	ID	83616	208 968-9007
Hall	James	Pacific Northwest Holdings LLC	352 N Promenade Loop #212	Post Falls	ID	83854	(208) 457 9808
Kevins	Sharon	Sharon & Ed Kevins	4986 West Palmwood Lane	Post Falls	ID	83854	208 773-0001
Olson	Shane	Scott Mitchel Enterprises Inc	4282 Liberty Dr	Idaho Falls	ID	83406	(208) 589 3850
Ryan	Robert	Stinky Feets LLC	13601 W McMillan Rd Ste 102	Boise	ID	83713	(208) 904-3714
Adams	Aaron	Aaron & Amanda Adams	208 Meadow Drive	Troy	IL	62294	(618) 505 7500
Andrules	Peg	Margaret M Andrules	419 Hill St	Wauconda	IL	60084	(847) 469 8888
Bautista	Sonya	Sonya Bautista	3187 W 9000 N Rd	Manteno	IL	60950	(815) 258 3609
Chapman	Candace	The Chapman Crew Inc	2558 Lakeshore Dr	Columbia	IL	62236	(618) 281 9144
Fournier	Margaret	Winley Services Inc	453 Raintree Dr #3D	Glen Ellyn	IL	60137	(630) 858-5960
Greenberg	Bonnie	Bonnie L. Greenberg	16257 Hummingbird Hill Drive	Orland Park	IL	60467	(708) 403-8222
Hopkinson	Gloria	Gloria Hopkinson & Alfonso Quiroz	2698 Tanaga Basin	New Lenox	IL	60451	(815) 587 2865
Hudson	Bridgett	Bridgett Hudson	95 W Karen Lane	Round Lake Beach	IL	60073	(847) 201-8654
Hughes	Casandra	Casandra and Naomi Hughes	2948 Kirk Road Suite 106-361	Aurora	IL	60502	(630) 361-0006
Janis	Aaron	Aaron M Janis	P O Box 797	Orland Park	IL	60462	(708) 301 9288
Junior	Susan	Susan Junior	310 S Michigan	Chicago	IL	60604	(630) 778-8523
LaPage	Jessica	Jessica L LaPage	310 Moody st	East Dubuque	IL	61025	(563) 580-6326
Lynch	Rick	Richard R Lynch Jr	1412 Martin Dr	Troy	IL	62294	618-420-5198
Maruyama	Tim	Simplicity Travel Inc	800 Roosevelt Rd Building A Suite 15	Glen Ellyn	IL	60137	331 213 2075
Meador	Edward	Edward J Meador	530 1/2 Kennedy St	Marengo	IL	60152	815-540-4723
Moss	Patty	The Travel Gal LLC	1530 North Dearborn Parkway 8S	Chicago	IL	60610	(312) 255 7465
Porch	Barbara	Steve & Barbara Porch	537 Longview Drive	Antioch	IL	60002	(847) 440-2855
Prusinski	Barbara	Barbara Prusinski	7400 S Archer Rd	Justice	IL	60458	(708) 204-7768
Rose CTA ECCS LCS	John	John Rose	3609 W 116th Street	Chicago	IL	60655-3674	(773) 779 3020
Sobo	Ade	Ade Sobo	2901 S Michigan Avenue Apt 1009	Chicago	IL	60616	(312) 260-0997
Tadla	Matthew	Matthew Tadla	22563 Reserve Circle	Plainfield	IL	60544	(815) 577 7655
Taubin	Ira	Ira & Nancy Taubin	610 Farrington Drive	Buffalo Grove	IL	60089	(224) 400-4203

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Turetsky	Robert	RFT Holdings Inc	1401 North Wieland Street	Chicago	IL	60610-1216	(312) 664-4204
Westbrook	Valerie	Valerie Westbrook	15938 Ashland Ave	Harvey	IL	60426	(708) 596-0025
Eppers	Charles	Charles Eppers	6648 Catfish Dr	Nineveh	IN	46164	(317) 933 2188
Forker	Valerie	Valerie Forker	5355 W 100 S	Kimmell	IN	46760	(260) 635-2050
Gamm	Laura	Laura Gamm	348 S Washington St.	Danville	IN	46122	(317) 718-0267
Gerber	Sonya	Sonya Rae Gerber	1320 Bell Brook Blvd	Bluffton	IN	46714	(772) 774-7922
Gott	William	Magnified Vacations LLC	8516 Charleston Ct.	Avon	IN	46123	(317) 451-4232
Harris	Mike	Mike Harris	10412 Brigs Ct	Indianapolis	IN	46256	(317) 863-0420
Liburd	Lyndon	Lyndon & Teresa Liburd	12011 Timberfield Ct	Sellersburg	IN	47172	(812) 248-9811
Lindley	Kimberly	Key Travel Solutions LLC	650 Dale N Dale Schrier Drive Suite E	Brownsburg	IN	46112	317-853 7510
Maciel	Rob	Robert Maciel	1101 Cumberland Crossing Dr 277	Valparaiso	IN	46383	(219) 246-7436
Mercer	Gary	Gary K Mercer	1024 Talon Ct	Greencastle	IN	46135	765-630-3134
Rust	Tracy	Tracy Rust	303 Lambert Street	Knox	IN	46534	(574) 772-0809
Tatter	Deborah	Going Places Travel of Rochester Inc	331 Main Street P O Box 256	Rochester	IN	46975	(574) 223 9494
Walton	Rich	Richmond L Walton	401 Thornberry Drive	Carmel	IN	46032	(317) 844-0140
Wilhite	Nichole	Nichole & Wesley Wilhite	4388 Frame Rd	Newburgh	IN	47630	812 773-8747
Harvey ACC	Angela	Angela Harvey & Rose Hilt	649 N 61st Street	Kansas City	KS	66102	(913) 299-0363
Higgins	Scott	Scott M Higgins	4021 SW 10th ST PMB 313	Topeka	KS	66604	(913) 406-5083
Merutka	Lisa	Lisa Merutka	608 Scott Ave	Ft Leavenworth	KS	66027	(434) 466-7707
Operach	David	ETO Travel LLC	7835 W 151st St.	Overland Park	KS	66223	(913) 951 8790
Traore	Moussa	Moussa K Traore	3161 South George Washington Blvd, Apt 204	Wichita	KS	67210	(334) 826-5756
White	Megan	Megan White	2015 S Poplar	Newton	KS	67114	(316) 804-4479
Allen	Jim	James Paul Allen Jr	922 Dry Valley	Villa Hills	KY	41017	(859) 331 1534
Bonte	Nanette	Dawn Nanette Bonte	1909 Clarke Pointe Dr	Crestwood	KY	40014	(502) 742-4240
Buckman	Sue	Lynna S Buckman	1429 Stagecoach Road	Frankfort	KY	40601	(502) 352 1351
Crabtree	David	David Crabtree	128 wood lane	Hodgenville	KY	42748	(757) 657 1124
Day	Rhonda	Rhonda Day	10502 Florian Rd	Louisville	KY	40223	(502) 690-3333
Payne	Barbara	Barbara Ellen Payne	3015 Crab Orchard Road	Stanford	KY	40484	(606) 365 1113
Roth	Bonnie	Bonnie Roth	2009 Northfield Dr	Louisville	KY	40222	(502) 425-6664
Simpson	Robert	Robert T & Kathleen Simpson	724 N 36th St	Paducah	KY	42001	270-908-0080
Thow	Mark	Chimera Group LLC	5320 Chateau Court	Independence	KY	41051	(859) 307 9105
Walson	Jonathan	Jonathan Walson	6529 Watson Lane	Florence	KY	41042	(859) 525-0222
Ware	Shannon	Shannon P Ware	4668 Saron Dr	Lexington	KY	40515	(859) 317 5983
Burkman	Amber	Amber & Ruth Ann Burkman	2272 Henry Clay St.	Mandeville	LA	70448	(915) 241-6096
Carson	Barbi	Barbara Carson & Suzanne Nobles	315 Michigan Ave	Slidell	LA	70458	(985) 265-4759
Harris	Brad	Seven Three Properties LLC	1503 S Chateau Circle	Lake Charles	LA	70605	(337) 477 2677
Luke	Rickie	Rickie & Ginger Luke	343 Pheasant Lane	Slidell	LA	70458	(985) 265-4750
McCall	Ernest	Elite Travel Group LLC	2124 Elwick Dr	Baton Rouge	LA	70816	(225) 612 9797
Tillman	Deborah	Deborah & Larry Tillman	228 Cherokee Rose Lane	Covington	LA	70433	(985) 327 5223
Torres	Cynthia	Cynthia & Stephen Torres	32068 O Neal Drive	Springfield	LA	70462	225-414-1111
Williams	Leslie	Leslie G Williams	8936 Reserve Oak Ave	Zachary	LA	70791	(225) 241 6154
Baken	Michelle	Just Relax LLC	102 Saddleworth Way	Middleboro	MA	2346	(774) 213 5557
Bennett	Dudley	Bennett Associates Inc	85 Strawberry Hill Road	Acton	MA	1720	(978) 263 2600
Bollivar	Mary	Wicked Easy Travel LLC	73 Farm Pond Rd	Oakham	MA	1068	508-882 5500
Brewer	Bill	William W Brewer	30 Dunham Road	Beverly	MA	1915	(978) 232 1228
Carrigan	Cindy	Cindy Carrigan	755 North St	Windsor	MA	1270	(631) 360-8108
Caulfield	Jim	JMC Vacations LLC	917 Pine Street	Raynham	MA	2767	781 326-2058
Crooks	Patti	Patti Crooks	23 Country Lane	Sharon	MA	2067	(781) 806 5944
Dargan	Michael	Michael Dargan	60 Fairfield Ave	Melrose	MA	2176	(781) 662 2300
Dorman	John	John S Dorman	25 Rathbun St	Springfield	MA	1104	(860) 347 9551
Downey	Angela	Angela Downey	PO Box 1251	Lynnfield	MA	1940	(781) 477 7986
Dulmaine	Erika	Erika & James Dulmaine	62A Timrod Dr	Worcester	MA	1603	(508) 425-7074
Duncan	Nicole	Nicole R Duncan	49 Norman Street	Milton	MA	2186	(919) 263 9812
Gicas	Gail	Gail Gicas	40 Monroe Street	Shrewsbury	MA	1545	(508) 842 3646
Hunt	Sharon	Sharon A Hunt	214 N Main Street Suite #3	Attleboro	MA	2703	(508) 226-2638
Ingram	David	IB Associates LLC	PO Box 1429	Arlington	MA	2474	(339) 707-0211
Konselman	Julie	Julie Konselman	215 Rangeway Rd Unit 11	N Billerica	MA	1862	(978) 584-3966
McKelvie	Loni	Loni McKelvie	102 Denoncourt St.	Marlborough	MA	1752	(508) 251-0574
Riquelme	Louis	Whirledsphere LLC	207 Winthrop St Apt A6	Taunton	MA	2780	(774) 810-9267
Rose	Robert	Robert Rose	124 Green St	Weymouth	MA	2191	(781) 331 7447
Stewart	Scott	Scott W Stewart	58 Somerset Ave	Winthrop	MA	2152	(617) 207 5064
Vieira	Karen	Karen Vieira	104 clifford st	new bedford	MA	2745	(774) 381 2694
Backus	Ma Shell	Ma Shell Backus	4800 Mary Beth Blvd	Clinton	MD	20735	(301) 238 5958
Blank	Ilene	Ilene and Dave Blank & Associates LLC	11104 Douglas Ave	Marriottsville	MD	21104	(410) 992 7447
Capes	Pebbles	TravelTrekking LLC	13811 Westview Forest Dr	Bowie	MD	20720	(443) 569 6117
Chapman	Douglas	Carrie Chapman	115 Sunbrook Lane	Hagerstown	MD	21742	(301) 631 1037
Coates	Ted	Norwood Coates	3679 Forest Garden Road	Baltimore	MD	21207	(410) 340-4155
Cook	Wendy	The Cook Travel Group LLC	5808 Winding Oaks Ct	Frederick	MD	21704	(301) 378 8645
Cosby	Bonnie	Bonnie H Cosby	20533 Summersong Lane	Germantown	MD	20874	(301) 540-2921
DePuy	Rene	Rene Kathryn DePuy	251 Buckeye Circle	La Plata	MD	20646	301 200-8458
Diggs	Linda	Linda Diggs	12224 Hollybank Dr	Fort Washington	MD	20744	(301) 292 1888
Eff	Irene	Perfect Travel Inc	17144 Big Falls Road	Monkton	MD	21111	(410) 357-0717

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Last Name	First Name	Legal Name	Street	City	State	Zip	Business Phone
Gerber MCC	Renee	Gerber & Associates LLC	10702 Hillingdon Rd	Woodstock	MD	21163	(410) 203-0022
Gilliam	LaVar	LaVar Gilliam	1282 Smallwood Dr W #193	Waldorf	MD	20603	(240) 754 2123
Green	Maleka	Green Family Travel LLC	11709 Palm Desert Place	Waldorf	MD	20602	(301) 932 7387
Groh	Debra	Debra J Groh	28272 Early Dawn Court	Salisbury	MD	21801	(443) 493-2227
Heeter ACC	Lisa	Chesapeake Travel Group LLC	313 Crain Highway S	Glen Burnie	MD	21061	(410) 582 9112
Henning	Tess	Emerald Dreams Travel LLC	5061 Timber View Ln	Saint Leonard	MD	20685	(410) 586-TRIP
Holiday	Richard	Richard G Holiday Sr	4138 Brittany Drive	Ellicott City	MD	21043	(410) 926-2552
Hopkins	Kathleen	Kathleen L Hopkins and David W Hopkins	24778 Rays Point Road	Saint Michaels	MD	21663	(410) 745 8458
Ingram ACC	Isaac	Ingram s Cruise & Travel	10834 Alyssa Lane	Waldorf	MD	20603	(301) 850-1578
Kashani	Arman	Arman Kashani	10411 Motor City Drive	Bethesda	MD	20817	(240) 252 5581
Maske	Lawrence	Lawrence A Maske	6100 Westchester Park Dr Suite 1718	College Park	MD	20740	(301) 775-8466
Murray	Blaine	Blaine Murray	1200 Agora Dr Ste C250	Bel Air	MD	21014	(443) 687 8181
Nygaard	Margaret	Margaret Cooper Nygaard	3334 Yorkshire Ct	Adamstown	MD	21710	(240) 6cr-uise
Oliver	Diane	Diane Oliver	Suite #172 861 Washington Ave	Chestertown	MD	21620	(410) 708-5589
Patterson	Michael	Patterson & Ziglar Travel LLC	9 Tyburn Ct	Timonium	MD	21093	(410) 504-5195
Perkins	Sara	Perkins Travel Group LLC	606 Falkirk Court	Abingdon	MD	21009 2734	(410) 569-7522
Pollin	Jim	Pollin Group LLC	4701 Willard Ave Suite 221	Chevy Chase	MD	20815	(301) 656-5740
Ray	Troy	Today s Travel Pro LLC	5510 Madge Ct	White Marsh	MD	21162	(443)386-7705
Schwartz ECC	Larry	Values Voyages and Ventures LLC	7769 Tilghman Street	Fulton	MD	20759	(410) 779 9230
Shapiro	Donna	Donna Shapiro	2082 Florence Rd	Mount Airy	MD	21771	(240) 409-0330
Shirey	Nancy	BNS Travel LLC	4725 Dorsey Hall Drive #A905	Ellicott City	MD	21042	(410) 465-6263
Springer	Grant	GNKK LLC	163 Mitchells Chance Rd #253	Edgewater	MD	21037	(443) 607-8694
Tash	Robin	Bramin Inc	3310 N Leisure World Blvd Unit 114	Silver Spring	MD	20906	(301) 208-8747
Tomcsik MCC	Jessica	Bamm Enterprises	20960 Olen Mattingly Rd	Avenue	MD	20609	(301) 861 3024
Arnnott	Jennifer	Belavoie LLC	4 Scamman Street Suite19 318	Saco	ME	4072	(207)747 1584
Bilodeau	Cassie	Cassie Bilodeau	32 Ferguson Drive	Sidney	ME	4330	(207) 547 2330
Crowley	Mary	Mary Crowley	818 Sweden Street PO Box 419	Caribou	ME	4736	(207) 498-0952
Piffath	Kim	Tom & Kim & Piffath	358 Wildwood Rd	Bridgton	ME	4009	(207) 647 2011
Ramage	Ray	Travel Concierge LLC	2 Gideons Way	Freeport	ME	4032	(207) 865 1789
Betlejewski	David	North of Bethlehem Inc	1672 Hendrick Road	Norton Shores	MI	49441	(231) 780-7157
Borah	Julie	Julie A Borah	1534 Carolyn Dr	Benton Harbor	MI	49022	(269) 408-3131
Clark	Maryann	MKT Business Solutions LLC	4058 Morningdale	Troy	MI	48085	(248) 658-8477
Harpold	Anne	GETAWAY VACA	150 Maryland Ave NE	Grand Rapids	MI	49503	(616)901-8769
Harring	Julie	Julie & Miles Harring	2287 Hayfield Dr	Traverse City	MI	49685	(231) 930-4770
Higdon	Tracy	Tracy Higdon	508 N Pleasant St	Jackson	MI	49202	517 937 5269
Howes	Anelle	FAE Vacations LLC	7520 Hiddenbrook Lane	Bloomfield	MI	48301	(248) 686-1115
Howey	Jennifer	Ships Ahoy LLC	2382 21st	Wyandotte	MI	48192	(734) 258 8186
LeBeau	Kenneth	Kenneth D LeBeau & Eric S Weichel	714 Locust St	Kalamazoo	MI	49007	(269) 348-0982
McGarvin	Antoinette	Antoinette McGarvin LLC	29488 Woodward Ave Ste 350	Royal Oak	MI	48073	(248) 228 3003
Palazzolo MCC	Doreen	DGP Cruises LLC	6809 Talbot Dr	Almont	MI	48003	(810) 798 2531
Poota	Olivia	Olivia V & Monica Poota	5252 Potomac Run E	West Bloomfield	MI	48322	(248) 862 5675
ulrich	theresa	TMU Inc	P O Box 1008	Ortonville	MI	48462	(248) 627 3588
Wichtoski MCC	Dana	Dana Wichtoski	780 E Sand Hill Dr	Cedar	MI	49621	(231) 228-2366
Bion	Juanita	Juanita Bion	107 White Oaks Lane	St Paul	MN	55127	(651) 484-0466
Christensen	Mary	Mary Christensen & Deanna Marez	10106 Crestridge Drive	Minnetonka	MN	55305	(952) 925-4433
DiMaggio	Samantha	DiMaggio Travel LLC	1015 Homestead Drive	Jordan	MN	55352	(952) 807-6445
Hayes	Rhonda	Rhonda Hayes	419 W 7th Street	Red Wing	MN	55066-0403	(651) 212-4900
Preston	Nancy	Preston & Associates LLC	7250 York Ave So #405	Minneapolis	MN	55435	952-426-0360
Pullis	John	Happy Adventure Travel LLC	16526 W 78th St Ste 181	Eden Prairie	MN	55346	952 204-7259
Tsoukalas	Kimberly	Kimberly Tsoukalas	1252 Wagon Wheel Road	Hopkins	MN	55343	612 250-6768
Webster	Perry	Perry Webster & Rae Lee Webster	24885 Amlee Road	Excelsior	MN	55331	952-474 1979
Basecke	Lori	Lori L Basecke	1608 S Raford Dr	Springfield	MO	65809	(417) 882 9575
Becker	John	John Becker	686 Bellerive Estates Dr	St Louis	MO	63141	(314) 307 1856
Butts	James	James L & Angela A Butts	12747 Olive Blvd Ste 300	Creve Ceour	MO	63141	(314) 279-3133
Douglas	Linda	Dream Vacations KC LLC DBA CruiseOne of Kansas C	5500 N Helena Ave	Kansas City	MO	64151	(816) 744-4040
Esparza	Kimberlei	Kimberlei Esparza	1054 SW Conch Way	Lees Summit	MO	64064	(816) 463 9949
Fowler	Shanna	Shanna Fowler & Ted Zinselmeier	1054 Timberline	Fenton	MO	63026	314-686-9544
Grapsas	Mary	Mary Eagan-Grapsas	237 E Fifth Street # 140	Eureka	MO	63025	(636) 587 7100
Nunnery	Carol	Carol & Steven Nunnery	1897 El Rio Dr	Cape Girardeau	MO	63701	(573) 334-5857
Rynard	James	James Rynard	9911 Locust #2001	Kansas City	MO	64131	(816) 853 9298
Shearer	Kathy	Kathryn J Shearer	311 Chalk Hollow Pt	Sunrise Beach	MO	65079	(573) 207 5003
Burgoyne	Arthur	Arthur & Patricia Burgoyne	6830 Awini St	Diamondhead	MS	39525	(228) 205-2584
Harbaugh	Ray	Ray Harbaugh & Katherine Santos	746 North 4th Avenue	Laurel	MS	39440	601 283-4020
Neely	Joseph	Joseph Neely	4135 Davall Dr	Olive Branch	MS	38654	(662) 892 3601
Robinson	Doug	Doug & Linda Robinson	40 Longstone	Hattiesburg	MS	39402	(601) 606-6423

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Dunwell	Don	Don Dunwell & Associates	2520 Lookout Circle	Helena	MT	59601	(406) 422-4457
Teter	Russell	Russell Teter	1108 38th Ave NE	Great Falls	MT	59404	(406) 315 3671
Marcos	Lizzeth	Lizzeth Marcos	Av Roble #675 Col Valle del Campestre	Monterrey	MX	66265	(956) 467-0361
Aganon	Dawn	Cruise Adventures LLC	8025 North Point Blvd. Suite 275	Winston Salem	NC	27106	336-455-8091
Alvarez	Gloria	Gloria Alvarez	1026 Calico Creek Dr	Garner	NC	27529	(914) 213-4239
Ashworth	Steve	Stephen F Ashworth	4213 Lauren Place	High Point	NC	27265	(336) 882 8200
Bean ECC	Diane	Bean March Travel Group LLC	106 South Lombard Street Suite 102	Clayton	NC	27520	(919) 550-1711
Bishopp	Kristine	Kristine M Bishopp	7777 Coachman Ct.	Harrisburg	NC	28075	(704) 454 7320
Borgel	Michael	Michael & Kimberly Borgel	135 Valley Stream Road	Spring Lake	NC	28390	(864) 595-6993
Brown	Barbarah	R&B Investment Trading Co	176 Carriage Summitt Way	Hendersonville	NC	28791	(828) 483-4345
Chambers	April	Chambers Travel and Tours LLC	6241 Prosperity Commons Drive	Charlotte	NC	28269	(980) 999 2227
Claus	Robbie	Roberta Claus	1045 Bluebell La	Wake Forest	NC	27587	(813) 963 3700
Cox	Tricia	Patricia A Cox	1726 Upper Divide Rd	Highlands	NC	28741	(828) 356-7920
Cron	Jennifer	CRUISEOTTER LLC	10024 Whitethorn Dr	Charlotte	NC	28277	704-780-1599
Dorr	Dawn	Dawn & Brian Dorr	1912 Oakdene Court	Fuquay Varina	NC	27526	(919) 577 6674
Dotson	Patricia	Travel Tours & Cruises Inc	3641 Speight Seed Farm Rd	Winterville	NC	28590	252 565 7600
Edwards	Jennifer	Jennifer Edwards	8011 Simmons Road	Castalia	NC	27816	(252) 505-4676
Finfrock ACC	Jenise	Cloud Nine Vacations LLC	223 West Park St	Cary	NC	27511	(919) 655 5593
Fleckles	Raymond	Raymond Fleckles	8999 Ambridge Dr	Kernersville	NC	27284	(336)992-0167
Forsberg	John	John J & Lynn M Forsberg	170 Soda Pop Lane	Murphy	NC	28906	336-252 2997
Green	Kimberly	Kimberly & James Michael Green	19003 Meta Road	Cornelius	NC	28031	(704) 438-9749
Hanlon	Michael	Michael R Hanlon	5040 Crown Point Lane	Wilmington	NC	28409	(910) 833 1022
Johnson	Kimber	Kimber Johnson Inc	203 South Tremont Dr	Greensboro	NC	27403 1736	(336) 691 1500
Lamb	Aaron	Aaron Lamb	649 Weyburn Dr	Concord	NC	28027	(704) 490-4744
Larson	Esther	Esther Larson	8451 N Shoreside Way	Leland	NC	28451	(910) 408-1558
Losada	Nikki	Nikki Losada	133 Tramway Circle	Angier	NC	27501	919 902 3213
McCurdy	Mimi	Marion H McCurdy	16 Harrison Street	Asheville	NC	28801	(828) 450-2064
Mills	Derrick	Capital Mills Group Inc	4732 Lonnie Dr	Rolesville	NC	27571	(919) 263-1885
Newell	Tonya	Tonya Newell & Vickie Foster	115 Mt. Calvary Road	Thomasville	NC	27360	(336) 313-2637
Olson	Stephanie	M.A Olson Enterprises LLC	1228 Heritage Hills Way	Wake Forest	NC	27587	(919) 569 5259
Pennington Groff	Frankie	Mary P Groff	1016 Miners Ridge Trail	Banner Elk	NC	28604	(828) 297 1220
Prohaska ACC	Tony	Toku Enterprises LLC.	5300 Deep Valley Run	Raleigh	NC	27606	(919) 789 1584
Pullara	Ann	Tom & Ann s Travel Adventures LLC	4015 Tuscany Lane	Greensboro	NC	27410	(336) 665 1950
Rader	Scottie	Scottie & Thomas Rader	1540 Carters Grove Road	Clemmons	NC	27012	336-766 3600
Richards	Michael	Michael S & Teri D Richards	134 Craven Dr	Havelock	NC	28532	(252) 665 3256
Rubright	Veronda	Veronda M Rubright	11905 Lawings Corner Dr	Huntersville	NC	28078 2310	(704) 766-1100
Shelvin	Christopher	Christopher and Joanna Shelvin	3611 Mt Holly Huntersville Rd. Suite 250	Charlotte	NC	28216	(980) 228-9753
Simmons	Michelle	Michelle Simmons	4610 Capstone Dr	Monroe	NC	28110	(704) 307 2697
Simon	Judy	Judy & John Simon	12516 Shelter Cove LN	Charlotte	NC	28216	(704) 966-8681
Tewari	Hitesh	Hitesh Tewari & Anjali Nath	773 Franklin Tree Drive NW	Concord	NC	28027	(980) 622-4955
Throne	Harold	Harold Throne	1103 Reed Court	Holly Ridge	NC	28445	(910) 329-9934
Upham MCC	Darci	Darci and Craig Upham	704 N Green Tee Rd	Hampstead	NC	28443	(910) 270-6228
Woodard	Holly	Holly Woodard & Associates	1032 Altice Drive	Raleigh	NC	27603	(919) 779 3497
Yon	Melanie	Blue Infinity Travel	405 Timber Cut Lane	Apex	NC	27502	(919) 589 5224
Christensen	Karen	Karen Christensen	4012 South 83rd Street	Lincoln	NE	68506	(402) 484 5000
Heard	Linda	Linda A. Heard	913 Southridge Drive	Louisville	NE	68037	402 234-2077
Leach	Jeff	Barefoot Vacations LLC	14805 Berry Cir	Omaha	NE	68137	(402) 990-1758
Pellman	Chris	Christine M Pellman	7333 N 122 Avenue Circle	Omaha	NE	68142	(402) 871-6176
Sinn	Michael	Michael A Sinn	1223 S 19th Street	Lincoln	NE	68502	(402) 988-8880
Brunelle	Michael	M K Brunelle & Associates	85 collins Road	New Ipswich	NH	3071	(603) 755 6633
Chesna	Lucy	Lucy M Chesna & Christopher J Chesna	39B Boyd Road	Hudson	NH	36051	1-603 505-8390
Grant	Joseph	Joseph P & Dwikorawati Grant	6 Fir Street	Londonderry	NH	3053	(603) 260-6524
Nunes	Agostinho	Birchleigh Partners LLC	12 Pickpocket Road	Exeter	NH	3833	(603) 580-1246
Segrin	Scott	Scott B Segrin	5 Brenner Drive	Newton	NH	3858	(603) 974 1796
Adams	Mia	Mia Adams	636 Portside Drive	Edgewater	NJ	7020	(201) 654-3596
Allen	Christopher	Christopher Allen	1004 Weatherburn Ct	Flemington	NJ	8822	(908) 968-0026
Bloomquist	Jason	Jason Bloomquist	207 Lawrence Ave	Cherry Hill	NJ	8002	(856) 777 6788
Brascetta	Pamela	Pamela Brascetta	1902 Merritt Drive	Northfield	NJ	8225	609-626-2618
Brown	Samantha	S & S Travel Partners LLC	60 Cannonade Dr	Marlboro	NJ	7746	(732) 410-5876
Candela	Joe	Kamic Cruise & Travel LLC	111 West Holly Lane	Little Egg Harbor	NJ	8087	(609) 296-7478
Cheng	Justin	Fox Travel Consortium LLC	2227 Route 1 Suite 219	North Brunswick	NJ	8902	732 207-8018
Del Rossi	Justine	Set Sail Worldwide LLC	251 Champion Way	Sewell	NJ	8080	(856) 270-6405
DeVito	Janet	Book It With Janet, LLC	31 Marthas Dr	Freehold	NJ	7728	(732) 577 9150
Doyle	Cookie	Doyle Travel LLC	432 Main St	Blairstown	NJ	7825	(908) 413 1955
Fier	Lesley	Travelvine LLC	1405 Bristol Station Ct	Carteret	NJ	7008	(732) 366-3132
Greenspan	Jamie	Jamie Greenspan	35 Thistledown Street	Tinton Falls	NJ	7753	(732) 686-1749
Guarino	Ray	Custom Travel Pros LLC	30 Circle Blvd	Newfoundland	NJ	7435	(973) 874-9498
Harden	Jason	Jason Harden	1140 Robin Terrace	Millville	NJ	8332	(856) 300-5964
Hernandez	Edward	The ECH Group LLC	25 Avenue B	Lodi	NJ	7644	(201) 509-2743
Landry ACC	Eileen	Landry Travel LLC	1310 Mount Holly Road	Burlington	NJ	8016	(609) 387 1996
Mahon	Christy	Escape Artist Vacations LLC.	12 Willowbrook Dr	Branchville	NJ	7826	(862) 354-8448
Mazzola	Sal	M & M Vacations Group LLC	174 Nassau Street # 189	Princeton	NJ	08542 7005	(609) 751-0439

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Last Name	First Name	Legal Name	Street	City	State	Zip	Business Phone
Michael	Skye	Skye Michael	4 Royal Oaks Drive	Cape May Court House	NJ	8210	(484) 294-5923
Nagle	Juliana	Land and Cruise Travel LLC	26 Anthony Blvd	Lincoln Park	NJ	7035	(973) 696-3698
Nielsen	Deanna	Deanna Nielsen	3 Baydon Way	Medford	NJ	8055	262-470-6092
Robinson	Colleen	Colleen B Robinson	9 Tuscany Drive	West Windsor	NJ	8550	(609) 371 3494
Roper	Nicole	Nicole Stallworth Roper	41 Birch Street	Jersey City	NJ	7305	(201) 484-0046
Santopadre	Maryellen	Sanray LLC	3 American Way	Holmdel	NJ	7733	(732) 219-6800
Savell	Olivia	Olivia Savell	243 Jefferson Avenue	Cresskill	NJ	7626	(212) 464-8188
Sievers	Kim	Kim Sievers	67 Wyckoff Street	Matawan	NJ	7747	(732) 504-8301
Skerritt	Carie	S5 Partners LLP	107 Spring Crest Drive	Hightstown	NJ	8520	(732) 416-7887
Speid	Marian	Cruise Partners LLC	12-45 River Road #137	Fair Lawn	NJ	7410	201 791 2098
Stavrou	Jeannette	J S Travel LLC	7 Plymouth Drive	East Windsor	NJ	8520	(609) 448-7318
Suh	Daejin	OHMYCRUISE LLC	50 IRIS CIR	GLEN ROCK	NJ	07452 3431	(201) 654-3399
Tellakula chandrashekar	Divya	Divya Tellakula Chandrashekar	15 Headley place	Iselin	NJ	8830	732 218-6674
Wagner	Michael	Michael Wagners Travel Agency LLC	116 Irving Place	Basking Ridge	NJ	7920	(908) 350-3806
Woolf	Linda	Espnt Adventures	2 Richmond Hill Drive	Sparta	NJ	7871	(973) 512 3990
Zale	Pat	Patricia Zale	40 Buttonwood Road	Stratford	NJ	8084	(856) 566-9151
Erdman	Otto	Otto T Erdman	11605 La Cueva NE	Albuquerque	NM	87123	(505) 293-8900
Kuykendall	Janice	Kuykendall Inc	2525 Rio Vista Way	Farmington	NM	87401	(505) 325 7692
Leslie	William	WISU LLC	5794 Hwy 518 P O Box 157	Vadito	NM	87579	(575) 770-1935
Todal	Gunnar	Gunnar E Todal	Ole Jullums Gate 8A	Kristiansund	NO	6510	36504
Brodeen	Richard	Executive Cruises of Las Vegas LLC	10275 Maggira Place	Las Vegas	NV	89135	(702) 586-9570
Davis	Bill	William Davis	1289 B Chardonnay	Gardnerville	NV	89460	775 338-1986
Dodds	Celine	Celine Dodds	520 Arrowhead Trail #114	Henderson	NV	89015	(702) 475-6495
Finch	Cory	Cory R Finch	7766 W Sahara	Las Vegas	NV	89117	(702) 649 1290
Gonzalez	Jenny	Jennifer Gonzalez	5116 Golden Antelope Way	Las Vegas	NV	89139	702 333-0703
Hollon	Phillip	Hollobaugh Enterprises Inc	138 Villaggio Street	Henderson	NV	89074	(702) 435 9962
Janovitz	Pamela	Pamela Partridge Janovit	10652 Lago Cantini St	Las Vegas	NV	89141	(702) 221 7245
Monte	Fernando	Monte & Associates LLC	6255 W Arby Ave #257	Las Vegas	NV	89118	(702) 707 3393
Parisi	Santo	Santo & Ellen Parisi	7936 Grey Teal St.	North Las Vegas	NV	89084	(702) 649-6735
Poignard	John	John Poignard	7465 W Lake Mead Blvd Ste 100	Las Vegas	NV	89128	(702) 987 5464
Romano	Peter	Peter Romano	631 North Stephanie Street	Henderson	NV	89014	(702) 727-4216
Scott	Kevin	Kevin Scott	1020 Franklin Avenue	Las Vegas	NV	89104	702 598-0908
Smidt	Savannah	The Smidt Crew LLC	4672 E Mohave Ave	Las Vegas	NV	89104	(317) 529-9910
Acevedo	Richard	Richard Acevedo	159 Benefield Blvd	Peekskill	NY	10566	(914) 737-4965
Ames	Glen	Ames Evergreen Travel LLC	3 Caxton Street	Melville	NY	11747	(631) 424-0430
Batista	Aggie	Agueda C Batista	106-20 Shorefront Parkway	Rockaway Park	NY	11694	(718) 474-7392
Bentsen	Cindy	Cynthia Bentsen	3426 Woodward Street	Oceanside	NY	11572	(516) 593-5309
Brill	Ed	Ed Brill	30 West 61st Street	New York	NY	10023	(212) 862 2706
Brinkmoeller	Arleen	A & D Enterprises	12 Carlson Way	Clifton Park	NY	12065	(631) 462 7452
Buchbinder	Norman	Royal York Travel LLC	420 East 64th Street Suite E6D	New York	NY	10065	(212) 220-0621
Carpenter	Susan	Susan Carpenter	215 Dates Rd	Lansing	NY	14882	(607) 227-0863
Carty Kelly	Natalie	Natalie Carty Kelly	2255 Watson Ave	New York	NY	10462 5204	(347) 855 3559
Casey	Kelly	Kelly A Casey	65-24 162 st apt 7a	Fresh Meadows	NY	11365	(718) 487 3031
Caulfield	Christopher	Christopher Caulfield	1 Jacoby Street	Croton on Hudson	NY	10520	(914) 984 5314
Colligan	Patricia	Tri Way Leisure Corp	5 Cinque Dr	Farmingdale	NY	11735	(516) 249 2189
Cross	Tina	Tina M Cross	15 Ichabod Lane	Ballston Spa	NY	12020	518-450-9552
Eng	Kathy	CETS Inc	35 Mildred Parkway	New Rochelle	NY	10804-2106	(914) 235-0431
Facey LS	Sophia	Sophia Facey	P O Box 661279	Bronx	NY	10466	(347) 920-4562
Facey Marshall	Karen	Karen Facey Marshall	164 Castleton Ave	Staten Island	NY	10301	(718) 720-2021
Foley	Scott	Zacks Properties LLC	112 116 Main Street	Chester	NY	10918	(845) 469 7571
Foy	Chuck	Charles J Foy	67 Hill Lane	Levittown	NY	11756	516-331 2353
Fung	Lena	Lena Fung	91 Boerum St	Brooklyn	NY	11206	917 434-0628
Goodwin	Duane	Duane Goodwin	909 Old Stage Rd	Groton	NY	13073	(607) 838-3364
Grant	Sheila	Sheila Grant	P O Box 4825	Ithaca	NY	14852	(607) 592-4648
Howcraft	Di	Indulge Yourself Travel Inc	PO Box 606	Hilton	NY	14468	(585) 392 7777
Huffman	Anisha	Anisha Huffman	2080 First Ave	New York	NY	10029	(718) 902-6062
Jones	Darwin	Darwin C Jones	248 Willmont St	Rochester	NY	14609	(585) 730-5619
Joyce	Andrea	Andrea Plans Your Travel LLC	243 B Heritage Hills Dr	Somers	NY	10589	914-400-5132
Kahn	George	George Kahn & Harold Ciappa	37 Still Road	Monroe	NY	10950	(845) 782-4920
Kempf	Cathy	Catherine Kempf	2530 Columbus Ave	Oceanside	NY	11572	(516) 872 1466
Koehring	Anne	Kathleen Koehring	409 David Dr	North Syracuse	NY	13212	(315) 458-8774
Lazinsky	Neil	Neil Evan Lazinsky	46 Waterford Drive	Wheatley Heights	NY	11798	(631) 782 1537
Lendeborg	Brenda	Brenda Lendeborg	100 Overlook Ter Apt. 410	New York	NY	10040	(201) 777-0165
Liberty	Julia	Julia A Liberty	25 Taylor Road	Peru	NY	12972	(518) 643 5551
Loerzel	Carl	Loerzel Travel & Associates Inc	1138 Wadsworth Street	Syracuse	NY	13208	(315) 928-4722
Mayer	Stephen	Comprehensive Admin Services LLC	1522 Coolidge Avenue	Baldwin	NY	11510	(516) 342 5836
McKenzie ACC	E Yvonne	Evangela McKenzie	138-48 226th Street	Laurelton	NY	11413	(718) 413-5405
Mirra	David	David L Mirra	243 28 72nd ave	Douglaston	NY	11362	(347)535-2810
Muniz	Margarita	Margarita Muniz	2 Balfour Drive	Wappingers Falls	NY	12590	(845) 632-0410
Murphy	Stacy	Stacy A Murphy	341 Alpine Drive	Cortlandt Manor	NY	10567	914-755 1721
Osnato MCC	Charisse	DCO Enterprises LLC	3280 Sunrise Hwy Suite 263	Wantagh	NY	11793	(516) 586-5933
Owens	George	George Owens	44 PepperBush Place	Ballston Spa	NY	12020	(518) 400-1486
Pazmino	Elle	Guillermo H & Eleonor Pazmino	13 Hillside Drive	Thiells	NY	10984	(845) 520-7552

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Pimentel	Nelson	Nelson & Christine Pimentel	2744 Hylan Boulevard #122	Staten Island	NY	10306	(718) 208-4698
Pleeter	Glenn	Glenn and Andrea Pleeter	2 Lancaster Lane	Chestnut Ridge	NY	10952	(845)558 9128
Praete	Michael	Sand Dollars Int. Ltd	1985 Berme Road	Kerhonkson	NY	12446	(845) 626-5202
Pyle	Samantha	Liberty Cruise Ship Center	121 18 Liberty Avenue	South Richmond Hill	NY	11419	(718) 322-4033
Read	Glenn	Glenn Read & Aric Bryant	13 2nd Street	Albany	NY	12210	518 308-8340
Rodriguez	Wayne	Wayne Rodriguez & Co LLC	2057 Hempstead Turnpike	East Meadow	NY	11554	(516) 790-6749
Ronde	Mary	Richard R & Mary F Ronde	7 Madsen Ln	E Northport	NY	11731	(631) 754-4084
Santiago	Richard	Richard Santiago & Maria Hernandez Santiago	164 Halgren Cresc	Haverstraw	NY	10927	(845) 942 2835
Savigne	Tania	Luxury Travel For Less	85 Livingston St #7D	Brooklyn	NY	11201	(917) 500-4044
Serson	Amy	Amy L. Serson	9 Crestwood Avenue	Troy	NY	12180	(518) 560-5055
Skiba	Diane	Trevor & Diane Skiba & William LoSasso	1288 Broadway Suite 4	Albany	NY	12204	(518) 463-6745
Stewart	Gracia	Gracia Stewart	17 Crooked Pine Drive	Medford	NY	11763	(718) 772-8373
Vigueras	Vincent	My Next Sailing LLC	81A Dictum Court	Brooklyn	NY	11229	(718) 673 9003
Walker	Mikaela	Mikaela Walker Meyer	786 Elmont Road	Elmont	NY	11003	(646) 374-0967
Burnett	Corey	Corey & Brittany Burnett	3731 Herr Rd	Sylvania	OH	43560	(419) 333 1503
Calhoun	Kristen	Kristen S Calhoun	1502 Avalon Creek Blvd	Vienna	OH	44473	(330) 240-6845
Cansler	Roger	Roger J & Dava Cansler	1488 Wyandotte Ave	Cleveland	OH	44107-4724	(216) 529 2539
DeWitt	Marci	Marci & Randy L. DeWitt	109 Locust Curve Drive	Delaware	OH	43015	740 972 9790
Essert	Susan	Susan & Erik Essert	5453 Cecilia Ct	Cincinnati	OH	45247	(513) 202 3536
Greiwe ACC	Michelle	MG Interests LLC	Historic Dublin 16 N High St.	Dublin	OH	43017	(614) 336-8254
Griffith	Frank	Frank & Michelle Griffith	52069 Griggs rd	Wellington	OH	44090	(440) 242 1995
Hinders	Randy	PR Dayton Holdings LLC	2312 Far Hills Ave Suite #177	Dayton	OH	45419	(937) 242 6555
Hutson ACC	Jayne	JAYNE HUTSON AND ASSOCIATES LLC	32697 Deerspring Ct	North Ridgeville	OH	44039	(440) 316-7171
Keller	Keith	K Kell Adventures LLC	109 West 5th Street	Perrysburg	OH	43551	(419) 931-4479
Kosmos	Kathy	Destination Travel Team LLC	8227 Washington Ave	N Royalton	OH	44133	(440) 582 3701
Lanning	Kristy	Kristy Michele Lanning	1170 Antioch Rd	Oak Hill	OH	45656	(740) 688 3410
Lapa	Carmel	Lapa Luxury Travel LLC	30628 Detroit Road	Westlake	OH	44145	(440) 937-4520
Lucco	Jen	Perfect Moments Vacations LLC	1491 Polaris Parkway Unit 180	Columbus	OH	43240	614 734-9532
Lupton	Daniel	Daniel C Lupton	200 Marlyn Dr	Newark	OH	43055	(740) 366-9670
Meiners	Jenny	JABE Travel LLC	2504 Ashwood Drive	Loveland	OH	45140	(513) 505-0228
Piper	Becky	Becky & Dale Piper Ltd	18667 Northrup Lane	Strongsville	OH	44149	(440) 572 7760
Puthoff	Bob	Sanbob LLC	11440 Brattle Lane	Cincinnati	OH	45249	(513) 882 3637
Rennie	Nancy	Nancy Rennie	6370 Twin Lakes	Mason	OH	45040	(513) 336-8747
Salem McCarthy ACC	Dana	Ace and Associates LLC	10150 Charlton Ln	Novelty	OH	44072	(440) 564-7888
Smith	Amy	Amy J Smith LLC	16325 Co Rd 23	Loudonville	OH	44842	419-651 3961
Sutton CTA ECC LCS	Renee	R-Crew Travel Company LLC	6412 Birch Creek Dr	Loveland	OH	45140	(513) 943-7363
Svenson	Eric	Eric M Svenson	7026 County Road 44	North Lewisburg	OH	43060	(937) 645 5250
Tarpy	John	D MAR KAY GROUP LLC	5108 Spring St	Sylvania	OH	43560	(567) 455 6501
Uehlin	LaSonya	LUV Travel Corporation	3276 Wemyss Drive	Cincinnati	OH	45251	(513) 532 9558
Wash	Crystal	Cruise With Us LLC	12 W Benson St	Cincinnati	OH	45215	(513) 821-0280
Baugh	Kristine	Kristine Baugh	13501 N Eastern Avenue	Oklahoma City	OK	73131	(405) 212-4545
Fuller	Greg	Greg & Beth Fuller	20246 E 50th Pl S	Broken Arrow	OK	74014	(918) 872 7787
Hawks	Tim	Sunshine Travel Vacations LLC	424 Coalbrook Drive	Norman	OK	73071	(405) 322 5002
Huntington	Michael	Michael Huntington	2013 SW 32nd St	Moore	OK	73170	(405) 225 8845
Taylor	Chardale	Chardale & Bruce Taylor & Sharon & Larry Hollen	1432 W Plymouth St	Broken Arrow	OK	74012	918-615-4226
Waddill	Kevin	Kevin Waddill	7850 Pleasant Oaks Drive	Edmond	OK	73034	575-770-2287
Aguilar	Cammie	Cammie Aguilar	151 S 25th Ave	Cornelius	OR	97113	(503) 747 5468
Martin	Timothy	Bulldog Ventures Inc	17549 SW Tia Terrace	Beaverton	OR	97007	(503) 259 2280
Nott	Cara	CruiseOne Milwaukie	14851 SE Topaz Ave	Portland	OR	97267	(503) 656 2125
Orton	Deborah	Deborah R Orton	2411 Meadowcreek Drive	Medford	OR	97504	(541) 776 2739
Schaffer	Teri	International Travel Consultants INC	2870 NE Hogan Drive Suite 415	Gresham	OR	97030	(503) 492 7939
Shermer	Angie	Vacation Coach LLC	60816 Cobblestone Place	Bend	OR	97702	(541) 408-9893
Smith ECCS	Gary	On & On Inc	1132 5th St	Springfield	OR	97477	(541) 349-0036
Wart	Tracy	Tracy Wart	465 S E Cherry St. P O Box 68	Pilot Rock	OR	97868	(541) 969-6665
Wellman	Charles	Charles & Crystal Wellman	7673 SW Millerglen Dr	Beaverton	OR	97007	(971) 245 2285
Young	Kevin & Elaine	Kevin Young	4332 SW Lobelia St	Portland	OR	97219	(510) 455-4545
Abitabilo	Louis	Louis J Abitabilo	125 Lakeview Ave	Scranton	PA	18505	(570) 955-0470
Beverly Sr	Ronald	Ronald Beverly Sr	143 Newport Lane	N Wales	PA	19454	(267) 217 7667
Brown	Michael	Michael Kristen & Delaney Brown	2080 Linglestown Road	Harrisburg	PA	17110	(717) 635 2929
Brunst-Kotsch	Melissa	Melissa Brunst Kotsch	2654 Crystal Drive	Whitehall	PA	18052	(610) 439-3550
Burstin	Henry	Exciting Worldwide Vacations LLC	1321 Gabriel Lane	Warwick	PA	18974	(215) 742 7534
Butz	Richard	Richard & Cheryl Butz	14 East 21st Street	Northampton	PA	18067	(610) 262-0855
Camarro	Katherine	Robert & Katherine Camarro	5367 Lincoln Hwy	York	PA	17406	(717) 542 8884
Daniels	Fran	T & F Enterprises Inc	5658 Covenant Ct	Allentown	PA	18106	(610) 984-5923
DeHaven ACC	Kathy	Kathleen M DeHaven	1005 Kingscote Drive	Harleysville	PA	19438	(215) 259 5000
DeShong	Rhonda	Rhonda DeShong	1245 Sollenberger Road	Chambersburg	PA	17202	(717) 267 2180
Dorn	Nicole	Nicole Dorn	129 South Chestnut St	Mount Carmel	PA	17851	(703) 349 1559

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Last Name	First Name	Legal Name	Street	City	State	Zip	Business Phone
Federanich	Marjorie	Marjorie & Joseph Federanich	418 Princeton Avenue	Palmerton	PA	18071	(610) 826-4777
Geiger MCC	Alicia	Platinum Travel Associates LLC	76 Starr Road	Sinking Spring	PA	19608	(610) 621 5797
Guillaume Gornish	Anick	Anick Guillaume Gornish	41 HUTTON LANE	GARNET VALLEY	PA	19060	(718) 380-7183
Harrison	Stacy	Stacy & Patricia Harrison	895 Lilly Hill Rd	Bath	PA	18014	(610) 837 7958
Hilker	Maureen	Maureen & Brian Hilker	1224 Linden Vue Drive	McMurray	PA	15317	724-638-7200
Hornick	Chris	Christopher & Jenelle Hornick	Vacations On the Sea 19 Greystone Crossing	Pleasant Hill	PA	17042	(717) 639 3763
Hughes	Dolores	Dolores Hughes	2002 Park Place Lane	Canonsburg	PA	15317	(724) 514-7494
Jacobson	Leslie	LNP Vacations LLC	617 TWISTED OAK LANE	Effort	PA	18330-8091	(570) 213-0939
Johnson	Mattie	Mattie Benita Johnson	913 Marlyn Road	Philadelphia	PA	19151	(215) 667 9684
Lyman	Scott	Lyman Travel Group LLC	13255 Stamper Road	Brogue	PA	17309	717 373-0015
Madjerich	Michel	Michel Madjerich	263 Madjerich Lane	Monroeville	PA	15146	(561) 910-1151
Margiotti	Thomas	Thomas F Margiotti	316 Manor Road	Lafayette Hill	PA	19444	(610) 940-4742
Merante	Vincenzo	Vincenzo Merante	410 Salem Drive	Pittsburgh	PA	15243	239-848 1267
Minnich ECC LCS	Diane	Diane Minnich	225 Stratford Drive	Churchville	PA	18966-1345	(215) 357 1580
Moore	Matthew	Moore Travel Group LLC	1502 Celebration Circle	Bridgeville	PA	15017	412-914-8347
Morales Adams	Nancy	Nancy Morales Adams	3308 Route 940 Suite 104-227	Mt. Pocono	PA	18344	(570) 216-1264
Overcast	Ellen	Ellen Overcast	181 West Main St	Kutztown	PA	19530	(610) 781 6950
Peabody	Kimberly	Peabody Travel Group LLC	1135 Brintons Bridge Rd	West Chester	PA	19382	(856)376-3696
Pietrzak	Joe	Joseph & Aaryn Pietrzak	811 Whitpain Hills	Blue Bell	PA	19422	(610) 313-3105
Radick	Trudy	Trudy K Radick	327 Bowyer Lane	Lititz	PA	17543	(717) 569 6520
Rhoads	Dennis	Dennis Rhoads	4700 Perkiomen Avenue	Reading	PA	19606	(610) 898-1875
Roush	Gerald	Jerry & Joanne Roush	214 Poplar Road	Lewistown	PA	17044	(717) 363-8132
Rybak	Debra	Debra & Joseph Rybak & Tracey Littleton	201 Louis Drive	Exton	PA	19341	610-280-9642
Smith	J C	J Clyde Smith III	5263 Spring Road	Shermans Dale	PA	17090	(717) 275 1222
Viola	Mike	Michael F Viola	4327 Ravenswood Road	Allentown	PA	18103 9676	(610) 967 9736
Whipple	Cheryl	Cheryl & Bob Whipple	915 Harmony Hill	Lebanon	PA	17046	(717) 639 3551
Wonder	Rachel	Travel Wonders LLC	1500 Locust Street #1605	Philadelphia	PA	19102	(215) 817-8304
Young	Mark	Mark J Young	39 Olde Mill Court	Lititz	PA	17543-8323	(717) 581 1222
Bowman	Richard	Panda Tours LLC	37 Sherwood Ave	North Providence	RI	2911	(401) 349 3566
Irey	Ronald	Irey & Griffin Associates	2 Newfield Ave	Warwick	RI	2888	(401) 781 3414
Allen	Diane	Linda Diane Allen	608 Boulevard	Anderson	SC	29621	864-225 3650
Brogan	Bernadette	Brogan Traditions LLC	75 Spotted Sandpiper Ct	Johns Island	SC	29455	(843) 654-1563
Curtis	Angela	Angela T Curtis	151 B Tibton Circle	Myrtle Beach	SC	29588	843 293-2805
Daniels	Judy	JDVacations LLC	1845 Kilkenny Drive	Lake Wylie	SC	29710	803-631 5086
Enos	Sabrina	Sabrina Joy Enos & Joseph Cary Enos Jr	369 Old South Rd	Duncan	SC	29334	(864) 640-0157
Ford	Tony	Tony & Christy Ford	32410 Dunbar lane	Indian Land	SC	29707	803 228-0728
Foster	Tracie	Tracie R Foster	4230 Hwy 9	Boiling Springs	SC	29316	864-707-0878
Gach	Tony	Anthony J & Michelle W Gach	735 Chisholm Rd	Myrtle Beach	SC	29579	843 796-4564
Hankins	Jack	Jack Hankins & Janette Hankins	104 Lee Street	Summerville	SC	29485	(843) 834-2567
Hardy	Josephine	Josephine R Hardy	6365 Cougar Way	Wedgefield	SC	29168	803-494-7746
Hardy	Cory	Hardy & Associates LLC	10 Cades Ct	Irmo	SC	29063	(803) 407 3500
Howell	Carol	Carol & David Howell	293 Red Fox Lane	Chesnee	SC	29323	864-497-8264
Maher ACC	Kim	Kim M Maher	111 East Manon Ave #207	North Augusta	SC	29841	(803) 202-0286
McLees	Debbi	Ark Enterprises Inc	3504 Highway 153 Suite 9	Greenville	SC	29611	(864) 281-0900
Mesimer	Joe	Joe D Mesimer & Ingrid G Graves	143 E Pleasant Colony Drive	Aiken	SC	29803	(803) 649 4108
Montgomery	Natalie	Natalie K & Benjamin L Montgomery	1931 Blackstock Road	Pauline	SC	29374	(864) 278-3015
Parter	Eric	Eric M Parter	7 Duffie Court	Columbia	SC	29229	(803) 818 2378
Pigg	Walter	Myrtle Grand Travel LLC	702 6th Ave S Ste 1	North Myrtle Beach	SC	29582	(843) 249-0230
Pinell	Sue	Belinda Sue & Chelsea Amber Pinell	3553 Rutherford Rd	Taylors	SC	29687	864-244-1288
Proctor	Sylvia	Sylvia Proctor	1641 Montclair Dr	Surfside Beach	SC	29575	(843) 650-5386
Strange	Bill	William M Strange	410 Woodruff Lake Way	Simpsonville	SC	29681	864 286 3382
Taylor	Vincent	Vincent Taylor	912 Saint Debbinshire Ct	Duncan	SC	29334	(864) 498-1306
Tolleson	Robert	B Tolleson Inc	179 Sherbert Street	Roebuck	SC	29376	(864) 587 1711
Vernicek	Ron	Ronald J Vernicek	234 Landing Lane Sun City Hilton Head	Okatie	SC	29909	(843) 689 6100
Wegmann	Rhonda	Rhonda Wegmann & Brie Lynch	269 Pleasant Point Dr	Beaufort	SC	29907	(843) 524-7564
Harkins	Michele	Getaway Crew LLC	514 Americas Way # 7303	Box Elder	SD	57719 7600	(404) 388 3358
Klein	Richard	Richard & Barbara Klein	204 Summerwood Dr	Watertown	SD	57201	(605) 252 5900
Bentley	Ian	Ian Bentley	2288 Gunbarrel Rd Ste 154-150	Chattanooga	TN	37421	(423) 702 6931
Chippendale	Scott	Scott & Kathy Chippendale	411 Lone Ridge Lane	Clinton	TN	37716	865-888-9212
Colbert Sanders	Sharon	Sharon Colbert Sanders	261 Veterans Parkway Suite 1008	Murfreesboro	TN	37128-6450	615-627-8717
Criss	William	William Criss	1876 Vinton Ave	Memphis	TN	38104	(901) 725-7799
Fischer	Erik	4 FUNTRIPS LLC	11231 Wolf Woods Dr	Arlington	TN	38002	(901) 217 8747
France	Heather	Heather & Neil France	370 S Lowe Ave Suite A 202	Cookeville	TN	38501	931-854-1682
Frazier	Larkin	Larkin Frazier	957 Century Oak Drive	Nashville	TN	37211	972 974-6244
George	Jason	See 2 Sea Travel & Adventures LLC	7225 Ole Nottingham Drive	Antioch	TN	37013	(615) 656-0100
Gray	Carole	Carole Gray	12091 Brooks Village Dr	Arlington	TN	38002	(901) 290-5443
Guyer	Stephen	Stephen Guyer	9060 Haileys Pond Drive	Ooltewah	TN	37363	(423) 599 3032
Killebrew	Jennifer	Jennifer Killebrew & Associates	335 Knob Hill Private Dr	Blountville	TN	37617	(423) 212 2211
McCarter	Rob	Rob McCarter	12709 Stetson Way	Knoxville	TN	37922	(865) 309-5593

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Last Name	First Name	Legal Name	Street	City	State	Zip	Business Phone
McLinn	Joy	Hotspot	1412 Live Oak Circle	Knoxville	TN	37932	(865) 403 9211
Olsson	Jeffrey	Jeffrey S Olsson	624 Hampton Ct	Franklin	TN	37064	(615) 591 7245
Palmer	Carol	Calista Travel LLC	6420 Morton Rd	Greenbrier	TN	37073	615 973 3390
Redd	Eric	Eric & April Redd	3329 Stillcorn Ridge Rd	Columbia	TN	38401	(931) 388-3347
Rosenthal	Debbie	Debbie Rosenthal	1779 Kirby Parkway #1 Box 328	Memphis	TN	38138	(901) 682 5600
Russak	Valerie	Valerie W Russak	2691 Bryant Rd	HIXSON	TN	37343	423-826-7777
Ryder	Bob	Robert Ryder	919 Conference Dr Suite 4-285	Goodlettsville	TN	37072	615 757 3706
Schreader	Heather	Heather Schreader	1664 West Wilson Blvd	Mount Juliet	TN	37122	(615) 583-9460
Selleh	James	James Selleh LLC	5300 Lenox Rd	Brentwood	TN	37027	(615) 300-0217
Stringer	Evelyn	James & Mary Stringer	9730 Old Memphis Rd	Atoka	TN	38004-7412	(901) 484-3548
Tucker	Wayne	Wayne Tucker Jr	2328 Cabin Hill Road	Nashville	TN	37214-3707	(615) 889-9730
Warren	Rachel	Rachel W Warren	200 Union Rd SE	Cleveland	TN	37323	(865) 640-5413
Wax	Rhonda	Rhonda & Kevin Wax	2385 River Road	Murfreesboro	TN	37129	(615) 895-1633
Willis	Dale	Dale & Jacqueline Willis	3924 Chelsea Nicole Cv	Bartlett	TN	38135	(901) 496-2920
Agustin	Adoracion	Adoracion G Agustin	9306 Maplecrest Dr	Houston	TX	77099	281-495-4479
Akers	Monte	Monte R Akers	5038 Coral Gables Dr	Houston	TX	77069	(281) 880-7337
Aldridge	Deirdre	Our Travel Rates LLC	3907 Tavenor Ln	Houston	TX	77047	(832) 722 1838
Alston Summers	Diana	HDS Business Systems LLC	555 Republic Dr Suite 200	Plano	TX	75074	972 200-7901
Anderson	James	Anderson Travel LLC	31 Camden Oaks Lane Bentwater on Lake Conroe	Montgomery	TX	77356	936-229 3279
Anderson ACC	Michelle	Blue Diamond Cruises LLC	2201 Long Prairie Road Suite 107 286	Flower Mound	TX	75022	(318) 459 8358
Anthaume	Vickie	Anthaume Enterprises Inc	7700 Hilton Head Dr	McKinney	TX	75070	(972) 437-0055
Arjumandi	Anna	Anna M Arjumandi	8210 Cabrillo Landing Court	Katy	TX	77494	(281) 378-3330
Ball	James	James Ball & Associates LLC	8810 Summer Creek Drive	Spring	TX	77379	(281) 379-4456
Barnes	Ken	One World Travel Destinations LLC	249 East 27th St	Houston	TX	77008	(713) 999 1021
Bedell	Carl	TheBedellGroup LLC	119 Rainbow Dr # 1936	Livingston	TX	77399	(210) 382-0762
Belden	Lucinda	Lucinda Belden	2105 Statler Drive	Carrollton	TX	75007	(972) 395 5263
Boenker	Suzanne	Dreamboat Cruises LLC	10627 Fairlane	Houston	TX	77024	281 370-3478
Borrel	Lynette	Lynette Borrel & Steven Smith	5300 N Braeswood Blvd Suite 4-386	Houston	TX	77096	(713) 589-2033
Brooks	Angela	Angela Brooks Donna & David Plant	112 Apache Pass	Hutto	TX	78634	(512) 266-9887
Buske	Nick	Buske Travel Group LLC	127 Pecan Valley Dr	Bullard	TX	75757	(903) 530-5744
Campbell	Maria	Maria Luisa Campbell	13811 Overbrook	Houston	TX	77077	(281)407-4189
Cartwright	Wendi	Barefoot Travel Agency LLC	11185 Pagewynne Drive	Frisco	TX	75035	(972) 581 9551
Cook	Darren	Epic Escape Vacations	22031 Thorngrove Ln	Spring	TX	77389	(832) 813 9378
Croft	Catherine	Catherine E. Croft	15116 Cedar Street	Santa Fe	TX	77517	(409) 925 7752
Cyrus	Cathy	Gregory and Cathy Cyrus	704 Harlequin Drive	McKinney	TX	75070	(972) 529 3672
Darley	Julie	Julie & Samuel Darley	1117 Woodchase Dr	Pearland	TX	77581	(281) 416-3771
Del Papa	Rick	Ricardo Del Papa	1515 Main St Apt 419	Houston	TX	77002	(305) 775 9219
Dette	Ingrid	Top Deck Cruises & More LLC	126 S Mill Trace	The Woodlands	TX	77381	(281) 298-4343
Dhukka	Ashraf	Ashraf & Amin Dhukka	10301 Ivalenes Hope Dr	Austin	TX	78717	512-417 9175
Dowling	Kathy	Kathy Dowling & Jessica Smith	18518 Carousel Creek Ct	Cypress	TX	77429	(979) 436-3339
Dumo	Leonard	Leonard & Jobelyn Dumo	Laura Elizabeth Trail	Mansfield	TX	76063	(682) 222-0509
Dunham Jr	Kenneth	Kenneth R & Robin L Dunham	2019 S 7th St	Temple	TX	76504	(254) 239 8500
Edge	Kristine	Kristine D Edge	29 Prestonwood	New Braunfels	TX	78132	(830) 643 1800
Engelbrecht	Andy	Andrew & Ann Engelbrecht	31115 Pine Rose Drive	Spring	TX	77386	(832) 562 3878
Fincher	Gaylen	Gaylen & Rainy Fincher	401 S Kenwood Rd	Texarkana	TX	75501	(903) 824-7040
Flores	Jessica	Jessica & Laura Flores	1009 N Dixie Blvd	Odessa	TX	79761	(432) 653-4771
Franklin	Gregory	Gregory Franklin & Krista Domingue	604 Prairie Gulch Dr	Fort Worth	TX	76140	(817) 941 2016
Fuentes	Jonny	Jonny & Liliana Fuentes	2403 Dry Bank Dr	Pearland	TX	77584	(713) 469-2785
Gagliardo	Ed	Ed Gagliardo	701 Bradfield	Garland	TX	75042	(972) 276 2080
Gladolor	Octavia	Professional Government Contractors LLC	483 Sunnyside Drive	Lancaster	TX	75146	(214) 960-1001
Glass	Brandy	Brandy Glass & Treasure LaFollette	2350 FM 980	Huntsville	TX	77320	(936) 594-9019
Goldman	Jim	James A Goldman	11609 Yarmouth Lane	Frisco	TX	75034	(469) 286-7869
Green	Sheri	Sheri Green	12564 Wethersby Way	Austin	TX	78753	(512) 796-8428
Grishman	Kay	Grishman & Voyles LLC	1504 Waterside Court	Dallas	TX	75218	(214) 793 8615
Gualandri	Todd	RN Travel LLC	2800 Broadway Suite C713	Pearland	TX	77581	(281) 993 4586
Guilbeau	Pam	Michael J & Pam A Guilbeau ACC	5303 N Main	Vidor	TX	77662	(409) 786-2615
Hang	Brian	Brian & Katy Hang	1440 Brazos Drive # 119	Huntsville	TX	77320	936-391-8711
Henderson	Mary	Mary S Henderson	3300 Evie Ct.	Arlington	TX	76016	(817) 226-7005
Herbert	Susan	Herbert Bishop Group LLC	2504 Coral Cove Ct.	Arlington	TX	76001	(817) 600-0290
Holt	Rose Marie	R Holt & Associates	8434 Odell	N Richland Hills	TX	76182	(817) 381 3379
Ikwuezunma	Tina	Clementina Ikwuezunma	13003 Lakeview Meadow	Richmond	TX	77469	(713) 785-0887
Jaco	Leslie	Leslie & Michael Jaco	4225 Sienna Pkwy Suite 120	Missouri City	TX	77459	713-303-0650
Jennings	Cory	Cory & Heather Jennings	1106 W Missouri Ave	Midland	TX	79701	432 242 1871
Kaisner	Paula	Kaisner Cruises LLC	14004 Echo Lane	Austin	TX	78732	(512) 607 6635
Karber	Mark	Magic Moment Vacations LLC	26502 Leafton Lane	Magnolia	TX	77354	(281) 255-0584
Kelly	Kevin	Kevin & Kathy Kelly	1110 Slumber Pass	San Antonio	TX	78260	(830) 714-4420
Kermally	Narmin	Narmin Kermally	606 Moss Hammock Way	Sugar Land	TX	77479	(713) 560-7016
Knight	Sam	Samuel Knight	2107 Ripple Bend Ln	Pearland	TX	77581	832 288-2313

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Last Name	First Name	Legal Name	Street	City	State	Zip	Business Phone
			10701 Corporate Dr				
Lakhani	Hamid	HBL Cruises Inc	#112	Stafford	TX	77477	(281) 724-8260
LaPeyre	Diane	Diane & Kelly LaPeyre	4176 Emmett Dr	Montgomery	TX	77316	(936) 597 5507
Larrew	Lorraine	Lorraine Larrew	8724 Township Ct	Fort Worth	TX	76179	(817) 991 9969
			4116 S Carrier Parkway				
Lee	Earl	Earl Lee	Suite 280-PMB771	Grand Prairie	TX	75052	(469) 909-4011
Marin	Rachel	Rachel Marin Ken Hendon & Sheri Irwin	3872 Hwy 64 West #109	Tyler	TX	75704	903 343 2310
Marlin	Stacy	Stacy Y Marlin & Samuel Bryan Marlin	9610 Old Farm Rd	Waco	TX	76712	(254) 265-6066
Maxwell	Bianca	Bianca Maxwell	9926 Dull Knife Way	San Antonio	TX	78239	(210) 314-7519
Maze	Lynda	Lynda Maze	23306 Bison Cyn	San Antonio	TX	78261	(210) 858-8425
McDermott	Christopher	Christopher & Cristy McDermott	1665 Antilley Rd #160	Abilene	TX	79606	(325) 260-1860
McEwin	Henry	Henry McEwin	105 Shady Wood Court	Weatherford	TX	76087	(817) 594-3096
McKee	Tiel	Tiel McKee	1954 Kempwood Loop	Round Rock	TX	78665	512 983-2928
Melnick ACC	Lainey	Lainey Melnick	1503 Canyon Edge Dr	Austin	TX	78733	(512) 799-0626
Mull ACC	Fred	East Texas Cruises LLC	121 Timber Creek Court	Lindale	TX	75771	(903) 882-8278
Orona	Marlene	Richard & Marlene Orona	526 Rosinweed Dr	Spring Branch	TX	78070	(830) 885-6545
Pittman	Melissa	Melissa Pittman	1150 Wake Forest Drive	Lewisville	TX	75077	972 219-4626
Pope	Debra	Debra K Pope	4900 Brook Lane	Anna	TX	75409	(214) 578-4445
Price	Fran and Larry	Larry and Frances Price Partners	16719 Frigate Drive	Friendswood	TX	77546	(281) 648 4455
			2140 Hall Johnson Rd				
Qualls	Laura	Laura & Clarence Qualls	Suite 102 206	Grapevine	TX	76051	(214) 988-9970
			2068 US Hwy 277N				
Ragsdale ACC	Paige	Paige Ragsdale	PO Box 1204	Eldorado	TX	76936	(325) 340-1314
Rangwala	Munira	Asmita & Hafeez Rangwala	7373 Ardmore St #1348	Houston	TX	77054	(281) 980-2245
Rectenwald	Sonia	Sonia & Bryan Rectenwald	5026 Chase Court Drive	Bacliff	TX	77518	(281) 549-4740
Regester	Curtis	Curtis V Regester	303 Chase Oaks Place	Fredericksburg	TX	78624	(830) 998-0560
			600 N Main Street				
Riley	Patti	Patricia Riley	Unit C	Salado	TX	76571	254-294 7795
Roel	Marlen	Marlen Roel	1953 E Goodwin Rd	Palmview	TX	78574	(956) 205-0402
Rush MCC	Tammy	WhataRush Vacations LLC	9319 Taylor Cliff Ln	Cypress	TX	77433	(281) 809 7982
Shah	Ketki	Ketki Shah	1333 Eldridge Pkwy #128	Houston	TX	77077	(281) 450-2718
Shelton	Barbara	Anthony & Barbara Shelton	1622 Woodcrest Lane	Carrollton	TX	75006	(972) 446-2739
Smith	Manola	Manola Smith	502 N Pacific	Mineola	TX	75773	(903) 569-5002
Sowell ACC	Gene	Gene Sowell	6526 Holden Mills Drive	Spring	TX	77389	(281) 516-9797
Sprinkle	Marjean	Marjean Sprinkle	P O Box 8261	Lumberton	TX	77657	(409) 751 6062
Stephens	Edison	Sea to Sand Destinations LLC	2321 Nocona Drive	Prosper	TX	75078 7210	(972) 346-6444
Stowe	Robin	Raymond & Robin Stowe	9037 Jamaica Beach	Galveston	TX	77554	(409) 877 5357
Taylor	Rena	Rena & Allen Taylor	271 Linope Court	The Woodlands	TX	77384	(832) 235 9400
Thakkar	Sandhya	Masala Cruises Inc	2721 Fieldstone Street	Sugar Land	TX	77478	(281) 277 6874
			3824 Cedar Springs Rd				
Thompson ACC	Doug	Big D Cruises LLC	#559	Dallas	TX	75219	(214) 254 4980
Tietz	Leeann	Leann Tietz	909 Little Creek Trail	Oak Leaf	TX	75154	(817) 473-8590
Trawick	Tammey	TNT Travel Group LLC	2601 Las Cruces	Deer Park	TX	77536	(281) 816-7792
Tseng	Angela	Eldorado Group Inc	1721 Woodbridge Dr	McKinney	TX	75070-3900	(972) 562 1435
Verastegui	Toni	Sea To Shining Sea Tours LLC	631 W Ligustrum Blvd	Robstown	TX	78380	(845) 926 7366
Vowell	Julie	Julia A Vowell	3407 Palm Desert Ln	Missouri City	TX	77459	281 832-4441
Walimomin	Mubeen	Mubeen Walimomin & Razia Walimomin	2201 1st Street #1	Rosenberg	TX	77471	(832) 863 2210
Walker	Allison	AMW & Associates LLC	521 Chasewood Dr	Grapevine	TX	76051	(817) 224 2298
Wassom	Wayne	Wayne W Wassom	3027 Pheasant Run Drive	Kingwood	TX	77339 2417	(281) 358 1605
Waters ACC	Anne	T & A Waters Inc	15037 South Padre Island Dr Ste B	Corpus Christi	TX	78418	(361) 949 1011
Williams	Nancy	Nancy R Williams	PO Box 1715	Seminole	TX	79360	(806) 282 1702
Wilson	Monquena	Having Fun Travel and Cruising	7511 Omaha Drive	Baytown	TX	77521	(281) 860-2038
			5960 W Parker RD				
Yates	Ellen	Ellen Yates & Associates	#278-349	Plano	TX	75093	(469) 808-0422
Zak	Adriana	Adriana & Marc Zak	3614 Ridge Dawn	San Antonio	TX	78247	(210) 549-4759
Zamarripa	Cesar	Cesar & Ariana Zamarripa	14201 Tierra Bronce Dr	El Paso	TX	79938	(915) 201 2192
Henderson ACC	Marianne	Guaranteed Merchandise Inc	817 Canterbury Lane	Alpine	UT	84004	(801) 763 7498
Lee	Shou Chen	Your Way Travel LLC	2868 Washington Blvd	Ogden	UT	84401	801 791 1619
McPhie	Mike	Michael P McPhie	PO Box 2201	Provo	UT	84603 2201	(801) 375 8900
Nelson	Dennis	Dennis Nelson	PO Box 2047	Salt Lake City	UT	84110	(801) 280-9954
Schaack	Lawrence	Lawrence Alan Schaack	115 S Main St	Bountiful	UT	84010-6233	(801) 294-5099
Starks	Jerome	Jerome A & Viveca Starks	1869 E Sego Lily Dr	Sandy	UT	84092	(801) 738 7777
Anderson	Dean	Top Quality Service Inc	21 Hannah Circle Suite 101	Waynesboro	VA	22980	(540) 942-8791
Anderson	Evette	Anderson Global LLC	353 Arrington Dr	Evington	VA	24550	(434) 509 7088
Armiger	Sally	Armiger & Associates LLC	10 Jefferson Drive	Sterling	VA	20165	(703) 421 8400
Badami	Melissa	Melissa Badami	9 Westbrook Lane	Stafford	VA	22554	(540) 277 3136
Bowers	David	DKCruises LLC	9803 Solitary Pl	Bristow	VA	20136	(703) 468-2219
Bowman	Dorothy	D E Bowman &Associates LLC	3708 Seasons Lane	Richmond	VA	23223	(804) 994-4131
			8230 Old Courthouse Rd				
Curl	Rick	Global Initiatives Inc	Suite 210	Vienna	VA	22182	(703) 713-2965
Davis	Gina	Gina Davis	106 W Randall Ave	Norfolk	VA	23503	757 541 2828
Dodd	Lynda	Lynda J Dodd	15469 Cagney Court	Woodbridge	VA	22193 1061	(703) 670-2329
Falls	Tiffany	Tiffany & Travis Falls	463 Kildare	Front Royal	VA	22630	(540) 692 6428
Ferrari	Patricia	Patricia Ferrari & Geraldine Ganci	11706 Spyglass Road	Fredericksburg	VA	22407	(540) 736-8075
Fluker	Contrenia	Why Wait Travels LLC	1 Frank Lane #109A	Fort Monroe	VA	23651	(757) 763 9273

Dream Vacations / CruiseOne
Active Franchisee Roster
December 31 2016

Last Name	First Name	Legal Name	Street	City	State	Zip	Business Phone
Gabriel	Joyce	Joyce Gabriel	604 N York Rd	Sterling	VA	20164	(703) 850-9159
Giffen	David	David C. Giffen	212 James Rd	Danville	VA	24541	(434) 822 0908
Hanna	Darwin	Hanna Travel & Associates LLC	525-K East Market Street # 285	Leesburg	VA	20176	571 358 3384
Hargrow	Gene	Eugene Hargrow & Charity Lindsey	275 Depot St NE	Christiansburg	VA	24073	(540) 381-0342
Heitkemper	Vera	Vera Heitkemper	1206 Dandy Loop Rd	Yorktown	VA	23692	(757) 898-1010
Houde	Jim	James Houde	12606 Little Stones Ln	Herndon	VA	20170	(703) 437-4280
Kauffman	Mary Anne	Kauffman Travel Team LLC	13840 Booker T Washington Hwy Suite C 1	Smith Mountain Lake	VA	24121	(540) 525-2004
Khan	Insaf	Insaf Khan	6560 Backlick Rd Suite 214	Springfield	VA	22150	703 260-1811
Matsushima	Harriet	HM Transitions Inc	7604 Belmont Landing Rd	Lorton	VA	22079	(703) 447 2052
McDaniel	Dana	Dana McDaniel & Associates LLC	108 Cedarcrest Drive	Waynesboro	VA	22980	(540) 416-0009
McKenzie	Valerie	Valerie McKenzie & Gisele Rivera	8665 Sudley Road #136	Manassas	VA	20110	(703) 393 0708
McLeod	Kathy	J & K Sail Away LLP	5321 Peregrine Crest	Roanoke	VA	24018	(540) 728-0607
Phiboonphanuvat	Rich	Rich & Maria E. Phiboonphanuvat	5810 Kingstowne Center Dr Suite 120-154	Alexandria	VA	22315 5711	(703) 717 5655
Randolph	Susan	Susan Randolph	PO Box 790	Blue Ridge	VA	24064-0790	(703) 757 2220
Rucker	Felix	Felix & JoAnn Rucker	6948 Fox Brush Trail	Moseley	VA	23120	(804) 608 5190
Seaton	Ellen	Ellen Seaton & Ruthann Seaton	1258 Hillock Crossing	Virginia Beach	VA	23455	(757) 938-5056
Shackelton	Cory	Shackelton Group LLC	2217 Newbern Lane	Virginia Beach	VA	23451	(757) 386-4680
Sondej	Susan	Susan A Sondej	12700 Lakestone Drive	Midlothian	VA	23114	(804) 379 3683
Steffey	Tina	Tina D Steffey & Brett B Steffey	1600 S Joyce St. #1102	Arlington	VA	22202	(317) 698-6323
Tashjian	Rick	M & R Travel Services LLC	20318 French Open Ct	Ashburn	VA	20147	(703) 858 9933
Thede	Erin	Patriot Travel LLC	7465 Cross Gate Lane	Alexandria	VA	22315	703 922 3749
Versoza	Alfredo	Mabuhay Travel	7045 Chesley Search Way	Alexandria	VA	22315	(703) 922 3837
Watkins	Dadrian	Destination Adventure Travel LLC	3612 Dock Point Arch	Chesapeake	VA	23321	(757) 389-8175
Willis Jr	Elias	Heavens Enterprises LLC	11357 Nuckols Rd #187	Glen Allen	VA	23059	(804) 302-4227
Young	Lisa	Lisa E Young	14454 Woodleigh Dr	Chester	VA	23831	(804) 621-0278
Bessette	Jill	Jill s Cruises and Tours LLC	182 High Street	Plainfield	VT	5667	802 793-9720
Armstrong	Jason	Vacation ASAP LLC	3912 S Regal #202	Spokane	WA	99223	(509) 720-6984
Beckhoff	Margaret	Margaret Beckhoff	16500 SE 1st Street #151	Vancouver	WA	98684	(360) 253-8501
Bong	Julius	Cruise Sky Travel LLC	1232 Lakeview Blvd E # 1	Seattle	WA	98102	206-268-0737
Carpio	Anna Marie	Ettamon LLC	13401 Dumas Rd CH 5	Mill Creek	WA	98012	206-376-9200
Clayton	Mark	Mark Clayton	12621 24th Ave South PO Box 68426	Seattle	WA	98168	(206) 777 1099
Fluhr	Gwen	DEEP BLU NORTHWEST LLC	1612 Wilson Ave	Bellingham	WA	98225	(360) 305 3860
Gray	Erin	Erin Gray	1814 S Canyon Woods Lane	Spokane	WA	99224	(509) 638-9367
Holroyd	Robert	Robert W Holroyd	19215 SE 34th St. Suite #106-332	Camas	WA	98607	(360) 335-4699
Irvin	Richard	Diane L Irvin	225 Sakari Lane	Kelso	WA	98626	(360) 425-7654
Lindsey MBA ACC	Sharon	Lindsey Travel Design LLC	601 108th Ave NE Suite 1900	Bellevue	WA	98004	(425) 749 7078
Markham	Ingrid	Ingrid & Craig Markham	2916 NW Bucklin Hill Rd, Box 360	Silverdale	WA	98383	(360) 633 2248
Milstein	Salina	Quiet Storm Enterprise	25913 75th Avenue SW	Vashon	WA	98070	206-408-7472
Murray	Stephen	Stephen W Murray	1420 Noble Firs Ct SE	Lacey	WA	98503	(360) 515-9283
Murry	Kieran	Ignite U Travel	7703 194th Street Court East	Spanaway	WA	98387	253-449 3339
Natarajan	Chinyere	Chinyere Natarajan & Chimeremeze Njoku	3712 230th Place SE	Sammamish	WA	98075	425-322-0560
Seehafer	Colleen	The Travel Designers LLC	41 NW Lasher Street #C 1	Stevenson	WA	98648	(509) 337-4112
Smith	Jacquelene	Jacquelene Smith	3800 Bridgeport Way W Suite A431	University Place	WA	98466	253 426 1789
Sorem	Bradley	Bradley D Sorem	12705 114 Street Court E	Puyallup	WA	98374	(253) 445-4700
Thomson	Chase	Chase Adventure LLC	24062 196th pl se	Maple Valley	WA	98038	(425) 358-5039
Vittitow	Louise	Weldon & Louise Vittitow	1203 South 3rd Street	Renton	WA	98057	(206) 387 3412
Barquist	Dave	David L Barquist	4560 Hewitt s Point Road	Oconomowoc	WI	53066	(262) 567 7300
Bellehumeur	Susan	Susan M Bellehumeur	5712 West Lake Drive	West Bend	WI	53095	262-674-4776
Brickman	Fawn	Fawn M Brickman	12981 Janus Ave	Sparta	WI	54656	(608) 433 9199
Duquaine	Michele	Michele P Duquaine	2998 Hwy CC	Slinger	WI	53086	(262) 391 3937
Gretebeck ACC	Lisa	Lisa A Gretebeck	3827 Misty Lane	Deforest	WI	53532	(608) 268 6616
Holly	Sandy	Sandy Holly	3391 Rose Haven Trail	Green Bay	WI	54313	(920) 965-0438
Klapperich	Theresa	Theresa & Mark Klapperich	201 Fond du Lac Street	Mount Calvary	WI	53057	(920) 922 6743
Morning	Mone't	Triple M Travelz LLC	13185W Cty Hwy B	Hayward	WI	54843	715 225 2499
Olson	Debby	Olson Travel Specialists LLC	16880 W Sundown Ct	New Berlin	WI	53151	(262) 679 1216
Reuning	Jackie	Jackie & Tim Reuning	W5071 Cherrywood Crt	Sherwood	WI	54169	(920) 560-4775
Roberts	Debra	Debra J Roberts	10152 W Whitnall Edge Dr Unit B	Franklin	WI	53132 2833	(414) 427-4860
Schley	Nancy	Nancy Schley	E11098 Nature Rd	Clintonville	WI	54929	715 250-4004
Shishido	Glenn	Glenn Shishido	363 W Lagoon Lane Ste 1701	Oak Creek	WI	53154	(414) 376-0070
Wolf	Cheryl	Cheryl Wolf & Associates LLC	136 McKinley Blvd	Eagle River	WI	54521	(262) 502-0498
Oliverio	Joanie	Joanie L. & James D Oliverio	26 Pretty View Dr	Lost Creek	WV	26385	304-844-9599
Pacheco	Karen	Karen & William Pacheco LLC	9131 James Cole Ct	Cheyenne	WY	82009	(307) 772 1224

Exhibit F
to the Franchise Disclosure Document

FRANCHISEE OUTLETS TERMINATED, NOT-RENEWED, ETC

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

Dream Vacations / CruiseOne
Left the System
December 31 2016

Last Name	First Name	Legal Name	Address	City	State	Zip	Business Phone
Del Rio Perez	Celi	Araceli Del Rio Perez	11250 Playa St #76	Culver City	CA	90230	(424) 777-6766
Feige	Klaus	Klaus Feige	712 720 Sunnyside Rd	Janesville	CA	96114	(530) 779-0550
Lewis	Christopher	Theron Lewis	2 Enterprise	Aliso Viejo	CA	92656	(214) 985-1906
Lopes	Richard	Richard & Sharmin Lopes	7575 Squirewood Way	Cupertino	CA	95014	(408) 396-7063
Sherin	Alan	Content Creation Studios LLC	352 N Sierra Bonita Ave	Los Angeles	CA	90036	(323) 336-6700
Carroll	Lindsey	Lindsey Carroll	141 Wildcat Rd	Madison	CT	6443	(203) 245-6701
Leitch	Stephen	Cruise and Travel Escapes LLC	187 Buck Hill Road	Canterbury	CT	6331	(860) 333-7624
Chandler	Mariel	Mariel Chandler	575 Conifer Street	West Melbourne	FL	32904	(321) 622-4150
Galli	Adriana	MAGIC CRUISES LLC	7350 SW 89th St PH 11	Miami	FL	33156	(786) 373-7878
Garson	Graham	Graham & Rese Garson	334 3rd Rd	Key Largo	FL	33037	(305) 395-6346
Gonzalez	Randy	Future Web Inc.	7780 49th St. N Suite 316	Pinellas Park	FL	33781	727 362-6202
Gracia	Jean	Jean Gracia	7225 W Fairfield Dr #D4	Pensacola	FL	32506	850-466 2080
Gulkin	Maggie	Margaret I Gulkin	1820 NE Jensen Beach Blvd	Jensen Beach	FL	36957	(321) 442 7291
Haas	Richard	Richard Haas	130 East Marion Ave. Box 510927	Punta Gorda	FL	33950	(239) 560-6701
Horden	John	John Horden	700 Legion Drive	Destin	FL	32541	(850) 615 5843
Johnson	Sha	Shatiara L Johnson	1336 Charles Street	Orlando	FL	32808	(321) 276-4582
Kolakowski	Hennta	Jeffrey & Hennta Kolakowski	1532 US Highway 41	Venice	FL	34239	(941) 889 7460
Kupfer	Stuart	Stuart & Zhiling Kupfer	LeZzure 11231 US Highway 1 Suite 228	North Palm Beach	FL	33408	561 249 7636
Sener	Serkan Seko	Y O L O TRAVEL LLC	3301 NE 1st Ave #2913	Miami	FL	33137	(786) 231-6676
Swint	Mary	Mary Swint	52 Riley Road # 321	Celebration	FL	34747	(407) 809-4808
Torrech	Amarilis	Amarilis Torrech	509 Chickasaw Trail #123	Orlando	FL	32825	407-683 9669
Floyd	Joe	Joseph Floyd	5200 Greystone Summit Dr Suite #905	Columbus	GA	31909	973 868 1404
Lucas	Catherine	Gregory & Catherine Lucas	25 Glenwood Court	Pooler	GA	31322	(912) 480-9778
Lutchen	David	David Lutchen	3875 Grizzard Trail	Norcross	GA	30092	(404) 963 8268
Maxwell	Shane	Interstate Poker	2730 Peachtree Industrial Blvd	Duluth	GA	30097	(770) 233 3131
Randell	LaQuinda	LaQuinda Randell	1911 Grayson Highway Suite 8-140	Grayson	GA	30017	(470) 695 1152
Ross	Randy	Randy & Diana Ross	157 Gordon Rd	Wahiawa	HI	96786	(808) 240-1308
Wik	Mary Kay	Mary Kay	930 2nd Ave So	Clinton	IA	52732	(563) 519-0800
Freeman	Mark	TnM Cruises LLC	1148 N Puma Ave	Meridian	ID	83642	(208) 846 7876
Kennedy	Rashonda	Rashonda Kennedy	163 Shabbona dr	Park Forrest	IL	60466	(708) 833 7746
Minella	Erica	Perfect Voyage LLC	904 Moultrie Ct	Naperville	IL	60563	(630) 506-5541
Poindexter	Darlene	Darlene & Joseph Poindexter	4275 Biverton Dr	Swansea	IL	62226	(618) 207 2255
Sikorski	Tom	Thomas and Theresa Sikorski	486 Valleyview Dr	Bartlett	IL	60103	(847) 893 5115
Daft	Steffany	Steffany Daft	6218 21st Century Drive	Charlestown	IN	47111	(812) 748-9234
Williams	John	John Williams	5034 Parterra Ct	Indianapolis	IN	46237	(317) 974 9372
Slape	Lisa	Lisa M Slape	2002 N Colt Ct	Andover	KS	67002	(316) 444 1138
Langston	Page	Page Langston	7302 Supremus Drive	Louisville	KY	40214	(502) 243-4201
Martin	Shirley	Shirley A. Martin	686 Martin Rd	Kinder	LA	70648	(337) 284-0233
Cooper	Loren	Tiffanie & Loren Cooper	3341 Renwick Ct	Zeeland	MI	49464	(616) 772 1269
Farhat	Dania	DF Ventures LLC	1 Yorkshire Ct	Dearborn	MI	48126	(313) 528-2100
Meng	Jingbo	Jingbo Meng	2801 Towner Blvd	Ann Arbor	MI	48104	(713) 213-0182
Peters	Christal	Christal M Peters & Nathan P Walls	1620 Heck Ave	Sedalia	MO	65301	(660) 851 2336
Flowers	Becky	Becky Flowers Inc	3307 N Liberty Street Suite 3	Winston Salem	NC	27105	(336) 893-9069
Winchell	Rhonda	Rhonda Winchell	3501 S 28th St	Lincoln	NE	68502	(402) 525-8752
Bruno	Melissa	Invigorate Professional Services	14 Kenwood Road	Wayne	NJ	7470	(973) 333-4248
Morales	Mandie	Mandie Morales	118 McIntosh Road	Cherry Hill	NJ	8003	856-298 1515
Carrell	Ronnie	Ronnie & Christel Carrell & Bernard Harmon	2812 Sicomoro Ln SE	Rio Rancho	NM	87124	505-459-2847
Mullins	Gerald	Platinum Travel Group	4416 Mountvale Ave NW	Albuquerque	NM	87114	(505) 263-6951
Hebert	Matt	Matt and Kim Hebert	#137 2880 Bicentennial PKWY STE 100	Henderson	NV	89044	(702) 987 5118
Meci	Kathi	Kathleen Meci	9101 W Sahara Ave 105 K4	Las Vegas	NV	89117	(702) 929-9910
Akhtar	Amjad	Amjad Akhtar	Mall Ticket Center South Shore Westfield Mall 1701 Sunrise Highway	Bay Shore	NY	11706	631 666-0007
Colonna	Monica	Monica & Anthony Colonna	836 Prescott Place	West Babylon	NY	11704	(631) 539 9756
Esteve	Edvard	Edvard Esteve	8402 Flatlands Ave	Brooklyn	NY	11236	(718) 207-6059
Krause	Maria	Maria R Krause	59 Seabury Blvd	Webster	NY	14580	585 490 0107
Kuo	Nancy	Nancy Kuo	5903 Lawrence Street	Flushing	NY	11355	(347) 232-0831
Liolin	Christina	Christina Liolin	291 Brompton Rd S	Garden City S	NY	11530	(917) 325 9138
Majid	Aleya	Aleya Majid	749 West Main St	Endicott	NY	13760	(315) 866-2910

Dream Vacations / CruiseOne
Left the System
December 31 2016

Last Name	First Name	Legal Name	Address	City	State	Zip	Business Phone
Osorio	Jorge	Jorge Osorio	130 Shore Road	Port Washington	NY	11050	(917) 254-1287
Savage	Cynthia	Cynthia M Savage	71 Strief Rd	Elma	NY	14059	(716) 374-5656
Bitzer	Sara	Sara Bitzer and Associates LLC	251 E 260th St	Euclid	OH	44132	(216) 503 1413
Eisenmann	Jim	James & Sandra Eisenmann	1173 Dover Dr	Medina	OH	44256	330-391 7749
Fibelkorn	Mary	Mary JoAnn & Stephen Mark Fibelkorn	850 Twin Rivers Dr PO Box 16323	Columbus	OH	43216	(614) 625-0150
George	Marsha	Marsha George	13867 Todd Run New Harmony Rd	Williamsburg	OH	45176	(513) 724 5550
March	Jerry	Extension Express of Ohio LLC	376 E Beech St	Jefferson	OH	44047	(440) 576-0777
Roth	Erica	Erica Roth	P O box 474	Green	OH	44232	(330) 904-7187
Snyder	Jill	Jill Snyder	4554 PISGAH RD	URBANA	OH	43078	(937) 652 3191
Carter	Gema	Gemstone Events and Travel LLC	258 N West End Blvd PMB 310	Quakertown	PA	18951	(484) 223-4272
Hogue	Tina	Wyomissing Travel LLC	65 Commerce Drive	Wyomissing	PA	19610	484-525-0144
Krom	Cynthia	Cynthia Krom	444 W Marion St	Lancaster	PA	17603	845-548-1671
Smith	Carett	Carett Smith	2001 Parkview Drive	Redlion	PA	17356	717-424 5177
Richardson	Lloyd	Susan & Lloyd Richardson	110 Traders Cross 1st FL	Bluffton	SC	29909	(843) 970-9070
Alvey	Ryan	Ryan C. Alvey	4322 Harding Pike Suite 417	Nashville	TN	37205	(615) 465-4835
Di Leonardo	Tamia	TD Gang	516 Spedale Ct. #402	Spring Hill	TN	37174	(254) 213 9190
Jenkins	Monica	Monica Hubbard	663 Highway 64	Ocoee	TN	37361	(423) 338 7755
D Onofrio	Michael	Tranquility Base Enterprises	2104 Brook Haven Drive	League City	TX	77573	(832) 600-9068
Holcomb	Tamika	Tamika M Holcomb	1837 La Mesa Ln	San Angelo	TX	76905	(325) 812 9091
Manila	Vivian	Vivian B Manila	210 Pomo Trail	Harker Heights	TX	76548	254-630 1050
Moore	Shana	Shana L Moore	596 Sycamore Dr	Conroe	TX	77302	(936) 202-8383
Offie	Land	Oland	3402 Kathleen Dr	Baytown	TX	77523	(281) 385-0178
Ortiz	Gersom	Gersom Ortiz	2505 S Parkwod Dr Apt H203	Harlingen	TX	78550	(787) 435-1417
Thomas	Betty	Elizabeth Thomas	5203 Peach Creek	Houston	TX	77017	(713) 242 7447
Gustafson	Suzy	SG Travel Two Inc	11906 S Oxford Farms Dr	Riverton	UT	84065	(801) 280-4796
Barsoum	Rafael	EMMANUEL & RAFI TRAVEL SERVICES LLC	5014 Head Ct	Fairfax	VA	22032	(202)528-0140
Schulze	Tabitha	Tabitha Schulze	411 Fenmore Ct	Genoa City	WI	53128	(262) 325-4116
Vernon	Jackie	Vernon Values LLC	2134 Emerald Dr	Green Bay	WI	54311	(920) 468 5555
Carpenter	Conrad	Conrad and Emily Carpenter	1116 Smith St Ste 413	Charleston	WV	25311	(681) 205 3736

Exhibit G
to the Franchise Disclosure Document

FRANCHISEEQUESTIONNAIRE

CruiseOne, Inc

FRANCHISEE QUESTIONNAIRE

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

Questions

1 Have you received and personally reviewed the CruiseOne Franchise Disclosure Document, (including, but not limited to, any addenda, exhibits, and other attachments), for the state where you reside and where your franchised business will be located?
Yes_____ No _____

Franchise Agreement	Yes_____ No_____
Table of Contents – Operating Manual	Yes_____ No_____
Financial Statements	Yes_____ No_____
List of State Administrators/Agents for Service of Process	Yes_____ No_____
List of Current Franchisee Outlets	Yes_____ No_____
List of Franchisee Outlets Terminated, Not Renewed, etc	Yes_____ No_____
Franchisee Questionnaire	Yes_____ No_____
SBA Loan Agreement	Yes_____ No_____
State Specific Disclosures	Yes_____ No_____

2 Did you receive your CruiseOne Franchise Disclosure Document at least 14 calendar days before you paid any money and before you signed any agreement to buy your franchise?
Yes_____ No _____

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

Franchise Agreement	Yes___No___
Grant/Franchisee Level	Yes___No___
Location of the Franchised Business/Description of the Contact Location	Yes___No___
Note and Guaranty	Yes___No___
Designated Credit Card Account/Authorization Form	Yes___No___

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

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

Do you understand those risks?
Yes_____ No_____

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

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

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

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

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

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

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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_____

13 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

Date _____

Print Name _____

_____

Signature above

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Schedule 1 to the Franchise Disclosure Document

STATE SPECIFIC DISCLOSURES

(Attached as required)

CRUISEONE, INC
CALIFORNIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

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

3 Item 6 of the Franchise Disclosure Document is hereby revised to note that the highest interest rate allowed in California is 10%

4 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 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

Any non-competition and non-solicitation agreement containing a covenant not to compete that extends beyond the termination/expiration of the franchise may not be enforceable under California law

C Liquidated Damages Provision

If the Franchise Agreement contains any liquidated damage clauses, California Civil Code Section 1671 may render them 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

5 The following paragraph is added at the end of Item 19 of the disclosure document

NOTICE REQUIRED BY THE STATE OF CALIFORNIA

The financial performance representations do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business Franchisees or former franchisees, listed in the disclosure document, may be one source of this information

6 Our website has not been reviewed or approved by the California Department of Business Oversight Any complaints concerning the content of the website may be directed to the California Department of Business Oversight at www bdo 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)

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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

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

CRUISEONE, INC
HAWAII ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF HAWAII ARE HEREBY AMENDED AS FOLLOWS

1 No release language set forth in the Franchise Agreement shall relieve the franchisor or any other party, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii

2 The Franchise Agreement is hereby supplemented with the following provision

Hawaii Law Pursuant to Section 482E-6(3) of the Hawaii Revised Statutes, for so long as such statute remains in effect and so provides, upon termination or refusal to renew the franchise, Franchisee shall be compensated for the fair market value, at the time of termination or expiration of the franchise, of Franchisee's inventory, supplies, materials and furnishings purchased from the Franchisor or a supplier designated by the Franchisor, exclusive of personalized materials which have no value to the Franchisor If the Franchisor refuses to renew a franchise for the purpose of converting the franchised business to one owned by the Franchisor, the Franchisor, in addition to the remedies provided in this paragraph, shall compensate Franchisee for the loss of goodwill The Franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, materials and furnishings pursuant to this paragraph, and may offset from such compensation any moneys due to the Franchisor

CRUISEONE, INC	**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

The Illinois Franchise Disclosure Act governs the franchise agreement between the parties to this franchise The conditions under which the franchise can be terminated and the rights upon non-renewal may be affected and are governed by Illinois Compiled Statutes 1992, Chapter 815, Section 705/19 through 705/20

With respect to any agreement executed and operational in the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority of the Illinois Franchise Disclosure Act

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside of Illinois is void However, a franchise agreement may provide for mediation in a venue outside of Illinois

Any releases and/or waivers that we require you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code "

The time frame to cure defaults, excluding defaults for safety or security issues, will be 30 days

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CRUISEONE, INC
ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF ILLINOIS ARE HEREBY AMENDED AS FOLLOWS

1 Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of Illinois is void "

2 The conditions under which the Franchised Business may be terminated and the Franchisee's rights upon non-renewal are governed by Illinois Compiled Statutes 1992, Chapter 815, Section 705/18 through 705/20

3 With respect to any agreement executed and operational in the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority of the Illinois Franchise Disclosure Act

4 Nothing in Section 18 of the Franchise Agreement shall limit or prevent the enforcement of any cause of action otherwise enforceable in Illinois or arising under the Illinois Franchise Disclosure Act

5 Section 11 of the Franchise Agreement is amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement

CRUISEONE, INC

By _____

Name _____

Title _____

Date Signed _____

FRANCHISEE

By _____

Name _____

Title _____

Date Signed _____

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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

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9 In compliance with Indiana Code section 23-2-2 7-1 (5), any requirement that the Franchisee must execute a release upon termination of the Franchise Agreement shall not be mandatory and is hereby made discretionary However, Franchisee shall execute all other documents necessary to fully rescind all agreements between the parties

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement

CRUISEONE, INC

By _____

Name _____

Title _____

Date Signed _____

FRANCHISEE

By _____

Name _____

Title _____

Date Signed _____

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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

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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 The acknowledgements and representations contained in the Franchise Agreement are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred by CruiseOne, Inc 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 undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement

CRUISEONE, INC

By _____

Name _____

Title _____

Date Signed _____

FRANCHISEE

By _____

Name _____

Title _____

Date Signed _____

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CRUISEONE, INC
MICHIGAN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES FOUND IN FRANCHISE DOCUMENTS IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU

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

(B) A requirement that a franchisee assent to release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims

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

(D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation This subsection applies only if (1) the term of the franchise is less than 5 years and (2) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of the franchisor's intent not to renew the franchise

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

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

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

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

(2) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor

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

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

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

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE ADDRESSED TO
DEPARTMENT OF ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
670 LAW BUILDING, 525 W OTTAWA STREET
LANSING, MICHIGAN 48913
Telephone (517) 373-7117

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CRUISEONE, INC
MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF MINNESOTA

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn Stat Sec 80c 14, subsections 3, 4 and 5 which require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement or Area Development Agreement

Notwithstanding anything to the contrary in the Franchise Agreement or Area Development Agreement, pursuant to Minn Stat Sec 80C 21 and Minn Rule Part 2860 4400J, the Franchisor is prohibited from requiring litigation to be conducted outside Minnesota In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

Notwithstanding anything contained in the Franchise Agreement or Area Development Agreement to the contrary, the Franchisor shall protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes, symbols, and other commercial symbols belonging to the Franchisor and which the Franchisee has been permitted to use under the Franchise Agreement or Area Development Agreement

CRUISEONE, INC
MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF MINNESOTA ARE HEREBY AMENDED AS FOLLOWS

1 Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn Rule 2860 4400J which prohibits requiring Franchisee to consent to liquidated damages

2 Notwithstanding anything contained in the Franchise Agreement to the contrary, the Franchisor shall protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes, symbols, and other commercial symbols belonging to the Franchisor and which the Franchisee has been permitted to use under the Franchise Agreement

3 With respect to franchises governed by Minnesota law, the franchisor will comply with Minn Stat Sec 80c 14, Subds 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement

4 Any reference contained in the Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief, or any imputation that the Franchisee can waive any rights under any law shall, in any Franchise Agreement entered into in the State of Minnesota be deleted and replaced with the words, "may seek "

5 Notwithstanding anything to the contrary in the Franchise Agreement, pursuant to Minn Stat Sec 80C 21 and Minn Rule Part 2860 4400J, the Franchisor is prohibited from requiring litigation to be conducted outside Minnesota In addition, nothing in the disclosure document or Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

6 Minn Rule 2860 4400J prohibits Franchisor from requiring a waiver of a jury trial

7 With respect to franchises governed by Minnesota law, Franchisor will comply with Minn Rule 2860 4400D which prohibits Franchisor from requiring Franchisee to assent to a general release as a requirement to renew or extend the term of the Franchise Agreement

The undersigned agree and acknowledge that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement

CRUISEONE, INC

By _____

Name _____

Title _____

Date Signed _____

FRANCHISEE

By _____

Name _____

Title _____

Date Signed _____

CRUISEONE, INC
NEW YORK ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF NEW YORK

ALTHOUGH THESE FRANCHISES HAVE BEEN ACCEPTED FOR FILING, SUCH FILING UNDER GENERAL BUSINESS LAW, ART 33 OF THE STATE OF NEW YORK DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OF ENDORSEMENT BY THE NEW YORK STATE DEPARTMENT OF LAW THAT THE INFORMATION PROVIDED HEREIN IS TRUE

THE DEPARTMENT'S REVIEW DID NOT INCLUDE A DETAILED EXAMINATION OF THE MATERIALS SUBMITTED A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT MAY CONSTITUTE A VIOLATION OF BOTH FEDERAL AND STATE LAW, AND SHOULD BE REPORTED TO BOTH THE FEDERAL TRADE COMMISSION, WASHINGTON, D C 20580 AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, NEW YORK, NEW YORK 10271 GENERAL BUSINESS LAW, ARTICLE 33 OF THE STATE OF NEW YORK MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE A COPY OF THE OFFERING PROSPECTUS, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE AT THE EARLIER OF (a) THE FIRST PERSONAL MEETING BETWEEN THE FRANCHISOR OR ITS AGENT AND THE PROSPECTIVE FRANCHISEE, (b) AT LEAST TEN BUSINESS DAYS PRIOR TO THE EXECUTION OF A BINDING FRANCHISE OR OTHER AGREEMENT OR (c) AT LEAST TEN DAYS PRIOR TO THE RECEIPT OF ANY CONSIDERATION IN CONNECTION WITH THE SALE OR PROPOSED SALE OF A FRANCHISE

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS 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 PROSPECTUS

1 The following are revisions to Item 3 of the disclosure document

Other than the matters described above, neither the franchisor nor any person identified in Item 2 (1) has any pending administrative, criminal or material civil action alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations, (2) has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of a misdemeanor or pleaded *nolo contendere* to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or

other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations, or (3) is subject to any injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency

2 The following are revisions to Item 4 of the disclosure document

Neither the franchisor, nor its affiliates, officers, or directors during the 10 year period immediately preceding the date of the offering prospectus have (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the U S Bankruptcy Code, or (c) been a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within one (1) year after the officer or general partner of the franchisor held this position in the company or partnership

3 The following are revisions to Item 5 of the disclosure document

The Initial Franchise Fee is to be used for the purpose of sales development, training, and marketing costs

4 The following are revisions to Item 17 of the disclosure document

The franchisee may terminate the agreement upon any grounds available by law No assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement

The choice of law set forth in Item 17 should not be considered a waiver of any right conferred upon either the franchisor or upon the franchisee by Article 33 of the New York General Business Law

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CRUISEONE, INC
NEW YORK ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF NEW YORK ARE HEREBY AMENDED AS FOLLOWS

1 The foregoing choice of law should not be considered a waiver of any right conferred upon Franchisor or upon Franchisee by the General Business Law of the State of New York, Article 33

2 Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695, may not be enforceable

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement

CRUISEONE, INC	**FRANCHISEE**
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date Signed _____	Date Signed _____

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CRUISEONE, INC
NORTH DAKOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises subject to the North Dakota Franchise Investment Law, the following information supersedes on supplements, as the case maybe, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document

1 Item 17 is amended by the addition of the following language to the original language that appears therein,

(a) Covenants not to compete upon termination or expiration of an Franchise Agreement are generally unenforceable in North Dakota, except in certain instances as provides by law

(b) Any provision in the Franchise Agreement which designates jurisdiction or venue or requires a franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota As such, each provision providing that the jurisdiction or venue is outside of North Dakota is deleted

(c) Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law

(d) Any provision requiring a franchisee to sign a general release upon renewal of the Franchise Agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law

(e) Any provision in the Franchise Agreement requiring a franchisee to agree to the mediation of disputes at a location that is remote from the site of a franchisee's business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law Accordingly, the site of mediation or litigation will be agreeable to all parties and may not be remote from a franchisee's place of business

(f) Apart from civil liability as set forth in Section 51-19-12 of the N D C C , which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law Despite the fact that those provisions are not contained in the North Dakota Franchise Investment Law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is

unfair to franchise investors to require them to waive their rights under North Dakota Law As such, any provision in the Franchise Agreement that requires a franchisee to waive those substantive rights shall be void

(g) Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law As such, the Franchise Agreement shall be governed by North Dakota law

(h) Any provision in the Franchise Agreement requiring an FRANCHISEE to consent to termination or liquidated damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law

(i) Any provision in the Franchise Agreement or Area Development Agreement requiring a franchisee to consent to a waiver of exemplary and punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law

CRUISEONE, INC
NORTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

1 The following sentence is added to the end of Section 10

The release required by this Section will not apply to any claim you may have under the North Dakota Franchise Investment Law

2 The following sentence is added to the end of Section 13

If any of the above provisions in this section concerning restrictions on competition are inconsistent with the North Dakota Franchise Investment Law or the Rules and Regulations promulgated thereunder, then the North Dakota laws shall apply

3 The following sentence is added to the end of Sections 12 7 and 13

North Dakota law prohibits us from requiring you to consent to pay liquidated damages

4 The following sentence is added to the end of Sections 15, 18 9, and 18 11

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to mediation outside of North Dakota, consent to jurisdiction of courts outside North Dakota, consent to the application of laws of a state other than North Dakota, or consent to a waiver of trial by jury is void

5 The following sentence is added to the end of Section 18 10

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to a waiver of exemplary and punitive damages is void

6 The following sentence is added to the end of Section 10 2

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to sign a general release upon renewal or transfer of the Franchise Agreement is void

7 Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement

Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect

CRUISEONE, INC	**FRANCHISEE**
By _____	By _____
Print Name _____	Print Name _____
Title _____	Title _____

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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 "

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RHODE ISLAND ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF RHODE ISLAND ARE HEREBY AMENDED AS FOLLOWS

1 Pursuant to the Rhode Island Franchise Investment Act, the choice of jurisdiction and venue provisions of this Franchise Agreement shall be governed by Section 19-28 1-14 of the Act

2 Pursuant to Section 19-28 1-15 of the Act, any condition, stipulation or provision in this Franchise Agreement requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void An acknowledgment, provision, disclaimer or integration clause or a provision having a similar effect in the Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement

CRUISEONE, INC	**FRANCHISEE**
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date Signed _____	Date Signed _____

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CRUISEONE, INC
SOUTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

1 Neither the franchisor nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the 10-year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings

2 Although the Franchise Agreement requires all arbitration proceedings to be held where the American Arbitration Association designates, the site of any arbitration started pursuant to the Franchise Agreement will be at a site mutually agreed upon by you and us

3 We may not terminate the Franchise Agreement for a breach, for failure to meet performance and quality standards and/or for failure to make royalty payments unless you receive thirty (30) days prior written notice from us and you are provided with an opportunity to cure the defaults Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota

4 The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern, but as to contractual and all other matters, the Franchise Agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of Florida

5 Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act

6 Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law

CRUISEONE, INC	**FRANCHISEE**
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date Signed _____	Date Signed _____

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CRUISEONE, INC
VIRGINIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13 1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia shall be amended as follows

Additional Disclosure The following statements are added to Item 17

Pursuant to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable

CRUISEONE, INC
WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1 The State of Washington has a statute, RCW 19 100 180, which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise There may also 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

2 In any litigation involving a franchise purchased in Washington, the litigation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the litigation, or as determined by the judge

3 In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW, shall prevail

4 A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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

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

CRUISEONE, INC
WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WASHINGTON ARE HEREBY AMENDED AS FOLLOWS

1 The State of Washington has a statute, RCW 19 100 180, which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise There may also 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

2 In any litigation involving a franchise purchased in Washington, the litigation site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the litigation, or as determined by the judge

3 In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act shall prevail

4 A release or waiver of rights executed by the Franchisee shall not include rights under the Washington Franchise Investment Protection Act 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 rights to jury trial, may not be enforceable

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

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 _____

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CRUISEONE, INC
WISCONSIN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF WISCONSIN

IN THE STATE OF WISCONSIN CHAPTER 135 OF THE WISCONSIN FAIR DEALERSHIP LAW GOVERNS THIS AGREEMENT YOU MAY WANT TO REVIEW THIS LAW

For franchises and franchisees subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document

Item 17

For Wisconsin Franchisees, ch 135, Stats , the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and Franchisee inconsistent with the Law

CRUISEONE, INC
WISCONSIN ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WISCONSIN ARE HEREBY AMENDED AS FOLLOWS

The Franchisor and Franchisee hereby acknowledge that the Franchise Agreement shall be governed by The Wisconsin Fair Dealership Law (Wisconsin Statutes, 1979-1980, Title XIV-A, Chapter 135, Sections 135 01 through 135 07) which makes it unlawful for a franchisor to terminate, cancel or fail to renew a franchise without good cause, as well as providing other protections and rights to franchisees To the extent anything in the Franchise Agreement is contrary to the laws in the State of Wisconsin, said laws shall prevail

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement

CRUISEONE, INC	**FRANCHISEE**
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date Signed _____	Date Signed _____

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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

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) Timothy Courtney, Deborah M Fiorino, Janet King Harris, Mary C Antoine, Lynda Webster, Gary Charles Johnson, Milton Dunlop Jr, and Kelley Lynn Ostojic @ CruiseOne, Inc , 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, FL 33309-1955, (954) 958- 3700

CruiseOne's agent in this state authorized to receive service of process is listed in Exhibit D

Issuance date April 19, 2017, as amended June 19, 2017

I received a disclosure document dated April 19, 2017, as amended June 19, 2017, that included the following Exhibits

A - Franchise Agreement
B - Table of Contents-Operations Standards Manual
C - Financial Statements
D - State Administrators/Agents for Service of Process
E - List of Current Franchisee Outlets
F - List of Franchisee Outlets Terminated, Not-Renewed, Etc
G - Franchisee Questionnaire
Schedule 1 – State Specific Disclosures

Date _____ Your name (please print) _____

Your signature _____

You should return one copy of the signed receipt either by signing, dating, and mailing it to Timothy Courtney at CruiseOne, Inc 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, FL 33309-1955, or by faxing or emailing (as an attachment) a copy of the signed receipt to Timothy Courtney at (954)-958-3697, or tcourtney@wth com You may keep the second copy for your records

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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

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Schedule 1 – State Specific Disclosures

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