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FRANCHISE
DISCLOSURE
DOCUMENT

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FRANCHISE DISCLOSURE DOCUMENT

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

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

The total investment necessary to begin operating a 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 your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

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

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

Issuance Date: April 19, 2019

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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, 2018
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Kentucky	Effective (one-time filing)
Maryland	Pending
Michigan	Pending
Minnesota	Pending
Nebraska	Effective (one-time filing)
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Texas	Effective (one-time filing)
Utah	Pending
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, 2019.

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TABLE OF CONTENTS

ITEM 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES 5
ITEM 2. BUSINESS EXPERIENCE 7
ITEM 3. LITIGATION 8
ITEM 4. BANKRUPTCY 8
ITEM 5. INITIAL FEES 8
ITEM 6. OTHER FEES 10
ITEM 7. ESTIMATED INITIAL INVESTMENT 13
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 16
ITEM 9. FRANCHISEE'S OBLIGATIONS 18
ITEM 10. FINANCING 19
ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING FRANCHISOR ASSISTANCE 20
ITEM 12. TERRITORY 29
ITEM 13. TRADEMARKS 30
ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION. 32
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 32
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 33
ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION 34
ITEM 18. PUBLIC FIGURES 36
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS 36
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION 40
ITEM 21. FINANCIAL STATEMENTS 50
ITEM 22. CONTRACTS 50
ITEM 23. RECEIPTS 50

EXHIBITS:

EXHIBIT A – FRANCHISE AGREEMENT
EXHIBIT B – TABLE OF CONTENTS- OPERATIONS STANDARDS MANUAL
EXHIBIT C – FINANCIAL STATEMENTS
EXHIBIT D – LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS
EXHIBIT E – LIST OF CURRENT FRANCHISEE OUTLETS
EXHIBIT F – LIST OF FRANCHISEE OUTLETS TERMINATED, NOT-RENEWED, ETC.
EXHIBIT G – FRANCHISEE QUESTIONNAIRE

SCHEDULES:

SCHEDULE 1 – STATE SPECIFIC DISCLOSURES

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

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

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

Franchisor's Corporate Information

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

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

Parents

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

Affiliates

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

Predecessor

We do not have a predecessor.

Franchisor's Business and the Franchises Offered

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

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

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

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

General Market

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

Competition

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

Industry Regulations

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

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

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needed to lawfully operate the Franchised Business.

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

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

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

Prior Business Experience

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

ITEM 2. BUSINESS EXPERIENCE

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

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

Senior Vice President: Deborah M. Fiorino
Deborah M. Fiorino has been our Senior Vice President since March 2014. Ms. Fiorino is currently the Senior Vice President of Human Resources for WTH. She has had this position since December 2002.

Vice President of Marketing and Strategic Partnerships: Rosemarie Reed
Ms. Reed has been our Vice President of Marketing and Strategic Partnerships since November 2017. She previously served as our Vice President of Sales and Marketing, a role she assumed in July 2016. Prior to that, Ms. Reed served as our Vice President of Marketing from August 2014 to July 2016. From August 2010 to August 2014, she was the Director of Marketing for World Travel Holdings, Inc.

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

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

General Manager of Network Engagement and Performance: Drew Daly
Mr. Daly has been our General Manager of Network Engagement & Performance since August 2014, at our offices in Ft. Lauderdale, Florida. He oversees all agent-facing functions of both business models, including Marketing, Training, Support Services, Recruitment Sales and Business Development. From September 2009 until August 2014, Mr. Daly was our Vice President of Sales Performance. From August 2009 through August 2014, he was responsible for Business Development and Training.

VP of Engagement: Dustin Jones
Mr. Jones has been our Vice President of Engagement since April 2018. He previously served as Director for Talent Development at WTH from August 2016 to April 2018. From January 2011 to August 2018, he was Manager and Director of Training for Dream Vacations, CruiseOne, and Cruises Inc.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

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

- If you are a new franchisee, your Initial Franchise Fee is $9,800.
- If you are an intermediate franchisee, your Initial Franchise Fee is $3,195.
- If you are an experienced franchisee, your Initial Franchise Fee is $495.

If you are a new franchisee who has served or is serving in any branch of the United States military and can provide satisfactory proof of service, you may qualify for a 20% Initial Franchise Fee discount. If you are a new franchisee, you may qualify for a 10% Initial Franchise Fee discount under our Diversity Fran initiative. We respect and value not only differences related to race, gender, ethnicity, religion, disability and sexual orientation, but also diversity of viewpoint, experience, talents and ideas.

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

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

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

We may periodically offer 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 training fee, which is currently $495. This training may be provided by way of the Internet. These fees are imposed uniformly, are nonrefundable, and must be paid ahead of training.

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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] calculated as follows: i. 1.5% of Annual Commissionable Sales upon which CruiseOne receives a commission of 4.9% or less; ii. 2% of Annual Commissionable Sales upon which CruiseOne receives a commission of 5% to 9.99%; and iii. 3% of Annual Commissionable Sales upon which CruiseOne receives a commission of 10% and greater. In the event that you achieve sales levels such that your calculated Royalty Fee would be greater than $25,500, we will not continue to collect your Royalty Fee (the "***Annual Royalty Fee Incentive***")[5].	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. Please note that we do continue to collect the Insurance Royalty Fee, even if you have achieved the Annual Royalty Fee Incentive for other Annual Commissionable Sales. We may increase the Insurance Royalty Fee to reflect changes in our commission arrangements with insurance providers.

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Minimum Annual Commissionable Sales Fee (Intermediate & Experienced Franchises ONLY)	If we change you from an Experienced to a New franchisee, $9,305. If we change you from an Experienced to Intermediate franchisee, $2,700. If we change you from an Intermediate to a New 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 an Experienced franchisee and, as of the end of your first Contract Year, your Annual Commissionable Sales are less than $50,000, we may change you from an Experienced to a New franchisee and may require you to pay a fee equal to $9,305. If you sign your Franchise Agreement as an Experienced franchisee and, as of the end of your first Contract Year, your Annual Commissionable Sales are $50,000 to $99,999, we may change you from an Experienced to an Intermediate franchisee and may require you to pay a fee equal to $2,700. If you sign your Franchise Agreement as an Intermediate franchisee and, as of the end of your first Contract Year, your Annual Commissionable Sales are less than $50,000, we may change you from an Intermediate to a New franchisee and may require you to pay a fee equal to $6,605. These fees do not apply after your first Contract Year.
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.
Errors and Omissions Insurance	$150	Beginning on the first anniversary of the Effective Date, and on each anniversary thereafter.	You must pay us an annual fee of $150 per person. This applies for yourself, your co-owners who work in the business (if any), your general manager, and each sales associate. It is subject to change based on costs to us, changes in risks, and other factors we deem appropriate.
Liquidated Damages[6]	See footnote 6.	Upon termination of your Franchise Agreement	If we terminate your Franchise Agreement for cause, you must pay us this lump-sum payment. We may elect not to collect this payment in cases of hardship, as deemed appropriate by us in our sole discretion.
Indemnification	Amount of damages and expenses we incur	On demand	You must indemnify us for all damages and expenses we incur from third-party claims relating to your ownership or operation of the Franchised Business.

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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 Credit Card
- by using a payment system using preauthorized transfers from your operating account through the use of special checks, or electronic fund transfers, or through the use of any other payment system designated by us; or
- by cash payable on the date stated in the invoice demanding payment of the Due Amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vi) You must pay us $100 per year for each person who works for the Franchised Business in any capacity, other than as its owner.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT[1],[2]

TYPE OF EXPENDITURE	AMOUNT LOW-HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee	$495 for experienced franchisee $3,195 for intermediate franchisee $9,800 for new franchisee	Lump sum[3]	At signing of Franchise Agreement	CruiseOne
Training expenses[4]	$200 - $250	As incurred	As incurred	Airlines & Restaurants

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Additional Signatories/ Associates Training and Travel[5]	$0 - $645	Lump sum	Upon signing the Franchise Agreement (or if not already paid 30 days before scheduled training)	CruiseOne, Airlines, Hotels, & Restaurants
Office Equipment and Furniture.	$0 - $1,500	As incurred	As incurred	Vendors
Initial Office Supplies[6]	$50 - $300	As incurred	As incurred	Vendors
Computer Hardware/Software Equipment[7]	$0 - $2,500	As incurred	You must have this equipment before you open for business	Vendors
Insurance, Legal, and Accounting[8]	$150 - $1,000	As incurred	As incurred	CruiseOne & Vendors
Permits, Franchises, Bonds, & Memberships[9]	$150 - $500	As incurred	As incurred	Professional Organizations and Governmental Authorities
Initial Promotion and Advertising[10]	$250 - $1,200	Approximately $400 - $800/mo. (for 3 mo)	As incurred	Vendors
Criminal and Civil Background Check	$0 - $30	As incurred	As incurred	Investigative firm we designate
Additional Funds (3-month initial phase for full-time franchisees)[11]	$500 - $2,500	As incurred	As incurred	Vendors
Financing Application Fee	$0 - $75	Lump sum	Upon applying for financing	CruiseOne
Total	$1,795 — $20,300			

[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 rent charges or related expenses.

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[3] We may finance the Initial Franchise Fee for qualified new franchisees. If you qualify, you must pay us $3,500 toward the Initial Franchise Fee, and issue a promissory note for the balance when you sign the Franchise Agreement, and the owners of the Franchised Business must guaranty the note.

[4] This is training for New and Intermediate Franchisees.

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

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

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

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

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

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

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

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ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General Sourcing and Specification Requirements

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

Specific Sourcing and Specification Requirements

Intranet and Reservation System

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

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

Bookings and Collections

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

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

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General Inventory and Equipment Requirements

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

Computer System

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

Insurance

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

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

We may adjust the amounts of coverage required under your insurance policies and require different or additional kinds of insurance, including excess liability insurance, at any time. We may periodically offer you the option, or impose an obligation, for you to be included as additional insured on our (or our affiliate's) insurance policies. If you acquire insurance through us or our affiliates, you shall pay us for the costs and expenses we incur, including, if applicable, an administrative fee. This insurance coverage may be for amounts less than that which we may require you to carry if you were to purchase it on your own. We currently require you to obtain and maintain errors and omissions coverage through us. This allows you to be added to our or our affiliate's insurance policy.

Revenues Derived from Required Purchases and Leases

In the year ending December 31, 2018, we did not derive any revenues or other benefits from required purchases or leases, but we reserve the right to derive revenue from required franchisee purchases in any manner we determine.

Supplier Rebates

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

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Purchasing or Distribution Cooperatives

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

Material Benefits for Use of Approved Sources

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

Travel Providers and Other Authorized Suppliers

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

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

CLIA AND IATAN Numbers

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

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

FRANCHISEE'S OBLIGATIONS		
OBLIGATION	**SECTION IN FRANCHISE AGREEMENT**	**DISCLOSURE DOCUMENT ITEM**
a. Site selection and acquisition/lease	Not Applicable	Items 8, 11, and 12
b. Pre-opening purchases/leases	Section 4.1	Items 7, 8, and 11
c. Site development and other preopening requirements	Section 4.1 and 4.3	Items 5, 6, 7, 8, and 11
d. Initial and ongoing training	Sections 2.1 and 2.3	Item 11
e. Opening	Sections 4.1, 4.10, and 17.1	Items 7 and 11

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

ITEM 10. FINANCING

We may finance the Initial Franchise Fee for qualified new franchisees. If you qualify, you must pay us a non-refundable application fee of $75, an annual errors and omissions fee of $150, and $3,500 toward the Initial Franchise Fee. You must also issue a promissory note in the form attached to the Franchise Agreement as Exhibit 3.1.a (the "Note") for the balance when you sign the Franchise Agreement. If the franchisee is not an individual, its owners must personally guaranty the Note and sign a guaranty in the form attached to the Franchise

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Agreement as Exhibit 3.1.a. (the "Guaranty"). The Note is payable in 24 equal monthly installments. We may require you to pay amounts due under the Note by electronic funds transfer or by authorizing us to debit your credit card or bank account, or by any other Payment System. If we do so require, you must promptly take any actions and execute any documents that may be necessary to implement the required manner of payment and otherwise make or authorize such payments in the manner we direct. We reserve the right to offset any delinquent balance on the Note with payments owed to you under the Franchise Agreement.

SUMMARY OF FINANCING OFFERED

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

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

[2] This monthly amount is based on a Prime Rate equal to 3.25% per year (which was the Prime Rate on 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.

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

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

Post-Opening Assistance

During the operation of the franchised business, we:

- may provide continuing advisory assistance in the operation and promotion of the Franchised Business; this assistance may include communicating new developments, improvements in equipment and supplies, and new techniques in advertising, service, and management relevant to operating the Franchised Business (Franchise Agreement, Section 2.3);
- may provide refresher training programs, seminars, or advanced training at CruiseOne's principal training facility (or such other location that we designate) (Franchise Agreement, Section 2.3);
- process and record all your booking orders in the manner described in the Operations Standards Manual (Franchise Agreement, Section 2.4);
- collect all commissions paid by travel suppliers and other suppliers arising from your sales and remit them to you, less any amounts you owe us (Franchise Agreement, Section 2.5);
- permit you to access our **intranet *BusinessCenter*** and use our online software and applications for operating the Franchised Business (including ***MyCruiseControl* reservation system** the CruiseOne reservation system) (Franchise Agreement, Section 2.6);
- permit you to use the ***MyCruiseControl* reservation system** and other designated proprietary software available on the **intranet *BusinessCenter*** for processing all your travel bookings (Section 2.6);
- maintain a facsimile "hotline" via electronic or any other electronic means, for informational assistance (Franchise Agreement, Section 2.4);
- promote the CruiseOne system through advertising and public relations campaigns (Franchise Agreement Section 2.9), 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).

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SITE FOR YOUR FRANCHISED BUSINESS

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

ADVERTISING

Advertising Approval and Restrictions

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

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

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

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

Internet Restrictions

You may advertise on the Internet as CruiseOne or Dream Vacations only if you strictly comply with the Operations Standards Manual provisions governing those activities. You may purchase

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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 may develop marketing programs for franchise participation. We currently do not have a national marketing fund or advertising program or any regional advertising cooperatives. We do not have a specific council for advertising matters, but we have a general franchisee advisory council that exists in an advisory capacity only.

COMPUTERS

Computer System

Before opening the Franchised Business, you must acquire the Computer System specified in the Operations Standards Manual (Franchise Agreement, Section 4.3). The Computer System includes the computers and computer hardware, software, and peripherals and related services (including 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).

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

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

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You will use the Computer System for the following functions:

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

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

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

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

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

You must acquire a 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.

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

OPENING

Time between Signing the Franchise Agreement and Opening the Franchised Business

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

TRAINING PROGRAM

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

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

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

- If you are an Experienced Franchisee, Mandatory Initial Training includes only online training for its Manager. This training is accessible on our intranet Business Center at any time after you enter the Franchise Agreement. Alternatively, if the Franchisee is an Experienced

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Franchisee, we may require you to attend the Mandatory Initial Training program described in the previous paragraph; but, in such event, you are not entitled to a $500 transportation credit or a private hotel room provided by us, and you alone are responsible for all expenses incurredin connection with the Manager's attendance to have the Manager attend Mandatory Initial Training (including travel, meal, lodging, and entertainment expenses) (Franchise Agreement, Section 2.1).

Failure to Complete Mandatory Initial Training

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

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

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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
Brad Tolkin	CEO
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
Robert Eagles	Training Specialist
Torey Singletary	Training and Events Coordinator
Marc Kramer	Manager, Support Services
Troy McCoy	Groups Reconciliation Manager
Rosemarie Reed	Vice President, Marketing and Strategic Partnerships
Charity Santiago	Training Manager
Rachel Shapiro	Public Relations & Corporate Communications Manager
Annie Gallagher	Marketing Manager
Dustin Jones	Vice President of Engagement

ADDITIONAL INFORMATION ABOUT THE PRINCIPAL TRAINING INSTRUCTORS

Drew Daly is a long-time member of the WTH 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, Recruitment 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 our training program. 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 Manager, 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,

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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.

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.

Robert Eagles joined our team in 2017. As a Training Specialist, he provides initial training for new franchise owners, as well as continuing support for franchise owners and independent contractors. Before joining the team at WTH, Robert served as a training specialist for a telecommunications company.

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

ITEM 12. TERRITORY

Location of Your Franchised Business

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

Relocation

- You may relocate the Contact Location within the five-digit postal code of the original Premises, if you provide us with written notice delivered at least 30 days before relocating.
- You may not relocate the Contact Location outside the five-digit postal code of the original Contact Location without our prior written consent. Relocation requests must be submitted

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in writing not less than 60 days before the proposed relocation and accompanied by a $149 relocation fee, which is refundable if we do not consent to the proposed relocation. You may not submit a relocation request less than 30 days before Mandatory Initial Training or less than 30 days after Mandatory Initial Training. We may withhold our consent to a request to relocate outside the original Contact Location's five-digit postal code in our sole and absolute discretion.

No Minimum or Exclusive Territory

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

Reservation of Rights

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

No Options

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

Sales of Products or Services under a Different Trademark

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

ITEM 13. TRADEMARKS

Principal Trademarks

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

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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
DREAM VACATIONS START HERE	World Travel Holdings, Inc.	5,200,841	May 9, 2017
Dream Vacations	World Travel Holdings, Inc.	5,200,851	May 9, 2017

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

Currently Effective Trademark Determinations

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

Agreements Significantly Limiting Your Rights to Use the Marks

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

Knowledge of Superior Rights or Infringing Uses

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

Modifying or Discontinuing Use of Principal Trademark

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

Trademark Claims

We need not protect your right to use our principal trademark or protect you against claims of infringement or unfair competition arising out of your use of the principal trademarks. These

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

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.

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

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

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

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

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

The Manager must devote his or her best efforts to managing and operating the

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

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

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

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

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

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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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.	Not applicable.
f. Termination by franchisor with cause	Sections 11.1, 11.2, and 11.3	We can terminate your Franchise Agreement only with cause.
g. "Cause" defined- curable defaults	Sections 11.2 and 11.3	You have the number of days specified in Section 11.2 of your Franchise Agreement to cure the applicable defaults in that section. You have 30 days after notice to cure all defaults in Section 11.3 of your Franchise Agreement.
h. "Cause" defined- non curable defaults	Sections 11.1 and 11.2	Non-curable defaults: bankruptcy, insolvency, appointment of a receiver, abandonment, breach of confidentiality and non-competition covenants, any forbidden transfer of your rights.

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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.[1,2]
j. Assignment of contract by franchisor	Section 10.1	No restrictions on our right to assign or delegate our obligations.
k. "Transfer" by franchisee- defined	Sections 10.2.a, 10.2.b., and 10.2.c.	Includes transfer of any of your interests in the Franchise Agreement or any ownership or voting interests in a franchisee that is an entity.
l. Franchisor's approval of transfer by franchisee	Sections 10.2.a. and 10.2.b.	You may not make any transfer without our consent.
m. Conditions for franchisor's approval of transfer	Section 10.2.b.	We will approve a proposed transfer if you deliver written notice to us of the proposed transfer at least 30 days before it is to occur; all of your 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.	Not applicable.
p. Death or disability of franchisee	Section 10.4.	If you (if the franchisee is an individual) or any of your owners (if the franchisee is an entity) dies or becomes disabled, that individual (or his or her legal representative) must, within 90 days of the date of death or disability, transfer his or her interest in the franchisee (or in any of the franchisee's owners) to another owner of the franchisee or a third party, in accordance with our then current transfer requirements.
q. Non-competition covenants during the term of the franchise	Section 13.1.a.	No involvement with a competing business wherever located.

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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.
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 (subject to state law).
u. Dispute resolution by arbitration or mediation	Article 15	Many types of disputes must be mediated in Broward County, Florida (subject to state law).
v. Choice of forum	Sections 18.9	Litigation must be brought in state or federal court for Broward County, Florida (subject to the provisions concerning mediation and state law). *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 (subject to state law).

[1] If the Franchise Agreement expires without renewal and, at all times during the Term, you strictly complied with the terms of the Franchise Agreement, we may permit you to transfer your outstanding reservations not under final payment to a bona-fide commercial travel retailer that is duly licensed, registered to conduct business, and recognized as an existing vendor by each travel supplier holding a qualified reservation. In no event, however, will we permit such a transfer unless you submit a written request, together with the written notice required under Section 12.4 of the Franchise Agreement before expiration, and a payment to us equal to 3% of the commissionable gross sales price for all reservations to be transferred, as well as payment for any other amounts then due and payable to us. We will not permit your transfer of any reservations under final payment.

[2] If the Franchise Agreement is terminated for any reason before its natural expiration, all your reservations pending at expiration become ours, and we need not pay you for such reservations. In such event, you must assist us in the transition at our request.

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

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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.

This Item includes financial performance data from our franchisees for the 2018 calendar year, for outlets whose franchised businesses were in operation as of December 31, 2018, had been in uninterrupted operation for at least 12 months, and had annual sales of greater than $15,000, which indicates that the franchisee was actively operating and actively seeking and soliciting customers for its franchised business (collectively, the "Included Outlets"). The Included Outlets do not include outlets that began or discontinued their affiliation with us during 2018, and do not include company-owned locations. The total number of Included Outlets as of December 31, 2018, was 829. The total number of outlets as of December 31, 2018, was 1314. 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 vacation-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 sales information for the Included Outlets during the 2018 calendar year. The data is further broken down by the franchisee's "Sales Level", which we determine based on the franchisees' total sales. Specifically, we categorize our franchisees into five groups, with Group 1 representing the highest level of total sales and Group 5 representing the lowest level of total sales.

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TABLE I

Group	Units	Average Sales	% of Represented Network	Total Sales	% of TOTAL Network
1	75	1,774,871	9.0%	133,115,308	5.7%
2	100	643,417	12.1%	64,341,664	7.6%
3	150	323,946	18.1%	48,591,832	11.4%
4	200	145,508	24.1%	29,101,662	15.2%
5	304	45,831	36.7%	13,932,485	23.1%
Total Represented	829	348,713	100.0%	289,082,951	63.1%

Notes to Table I:

1) "Total Sales" means the aggregate gross revenues for departed travel bookings and related products and services, in the applicable year, as reported to us by our franchisees.

2) Of the 75 Group 1 Included Outlets, 18 (or 24%) exceeded the Average Total Sales, and the median amount was $1,333,030. The Group 1 Included Outlet with the lowest Total Sales reported $921,285, and the Group 1 Included Outlet with the highest Total Sales reported $14,430,700.

3) Of the 100 Group 2 Included Outlets, 43 (or 43%) exceeded the Average Total Sales, and the median amount was $616,444. The Group 2 Included Outlet with the lowest Total Sales reported $465,982, and the Group 2 Included Outlet with the highest Total Sales reported $903,433.

4) Of the 150 Group 3 Included Outlets, 63 (or 42%) exceeded the Average Total Sales, and the median amount was $305,623. The Group 3 Included Outlet with the lowest Total Sales reported $222,205, and the Group 3 Included Outlet with the highest Total Sales reported $465,973.

5) Of the 200 Group 4 Included Outlets, 93 (or 47%) exceeded the Average Total Sales, and the median amount was $139,611. The Group 4 Included Outlet with the lowest Total Sales reported $90,282, and the Group 4 Included Outlet with the highest Total Sales reported $221,368.

6) Of the 304 Group 5 Included Outlets, 143 (or 47%) exceeded the Average Total Sales, and the median amount was $42,375. The Group 5 Included Outlet with the lowest Total Sales reported $15,384, and the Group 5 Included Outlet with the highest Total Sales reported $88,409.

7) Of the 829 Included Outlets, 226 (or 27%) exceeded the Average Total Sales, and the median amount was $147,319. The Included Outlet with the lowest Total Sales reported $15,384, and the Included Outlet with the highest Total Sales reported $14,430,700.

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General Notes to Item 19:

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

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

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

4) 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.

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ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2016 TO 2018
TABLE 1

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	1003	1092	+89
	2017	1092	1160	+68
	2018	1160	1287	+127
Company and Affiliate-Owned Outlets	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Total Outlets	2016	1003	1092	+89
	2017	1092	1160	+68
	2018	1160	1287	+127

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TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR THE YEARS 2016 TO 2018

TABLE 2

State	Year	Number Of Transfers
Alabama	2016	0
	2017	1
	2018	0
Arizona	2016	0
	2017	3
	2018	3
California	2016	2
	2017	4
	2018	6
Colorado	2016	1
	2017	1
	2018	0
Florida	2016	9
	2017	5
	2018	4
Georgia	2016	0
	2017	1
	2018	1
Illinois	2016	0
	2017	1
	2018	0
Maryland	2016	0
	2017	0
	2018	1
Massachusetts	2016	1
	2017	0
	2018	2
Michigan	2016	0
	2017	1
	2018	1
Minnesota	2016	0
	2017	1

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State	Year	Number Of Transfers
	2018	0
New York	2016	1
	2017	0
	2018	1
North Carolina	2016	1
	2017	1
	2018	0
Ohio	2016	1
	2017	1
	2018	0
Pennsylvania	2016	2
	2017	1
	2018	1
South Carolina	2016	1
	2017	0
	2018	2
Utah	2016	0
	2017	1
	2018	0
Virginia	2016	0
	2017	0
	2018	2
Texas	2016	0
	2017	1
	2018	2
Washington	2016	0
	2017	1
	2018	0
Wisconsin	2016	0
	2017	1
	2018	0
Totals	2016	19
	2017	25
	2018	26

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STATUS OF FRANCHISED OUTLETS
FOR YEARS 2016 TO 2018
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	2016	16	0	0	0	0	0	16
	2017	16	1	0	0	0	0	17
	2018	17	0	0	2	0	0	15
Alaska	2016	1	1	0	0	0	1	1
	2017	1	2	0	0	0	0	3
	2018	3	0	1	0	0	0	2
Arizona	2016	31	4	0	0	0	0	35
	2017	35	2	2	0	0	0	35
	2018	35	6	0	1	0	2	38
Arkansas	2016	5	2	0	0	0	0	7
	2017	7	1	1	0	0	0	7
	2018	7	3	0	0	0	0	10
California	2016	92	16	1	0	0	4	103
	2017	103	9	6	2	0	2	102
	2018	102	13	3	3	0	2	107
Colorado	2016	9	9	0	0	0	0	18
	2017	18	5	1	1	0	0	21
	2018	21	5	3	0	0	0	23
Connecticut	2016	9	2	2	0	0	0	9
	2017	9	2	0	1	0	0	10
	2018	10	2	1	0	0	0	11
Delaware	2016	4	1	0	0	0	0	5
	2017	5	1	0	0	0	0	6
	2018	6	1	0	0	0	0	7
Florida	2016	173	41	8	1	0	5	200
	2017	200	33	9	5	0	5	214
	2018	214	46	7	1	0	10	242
Georgia	2016	51	4	3	0	0	2	50

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State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reason	Agencies at End of Year
	2017	50	6	2	0	0	0	54
	2018	54	17	1	1	0	1	68
Hawaii	2016	2	0	1	0	0	0	1
	2017	1	0	1	0	0	0	0
	2018	0	0	0	0	0	0	0
Idaho	2016	5	1	0	0	0	1	5
	2017	5	0	0	1	0	0	4
	2018	4	1	0	0	0	0	5
Illinois	2016	24	5	2	2	0	1	24
	2017	24	2	0	1	0	1	24
	2018	24	6	0	0	0	1	29
Indiana	2016	15	1	0	0	0	2	14
	2017	14	2	0	0	0	1	15
	2018	15	1	1	0	0	0	15
Iowa	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
Kansas	2016	5	1	0	0	0	1	5
	2017	5	0	0	0	0	1	4
	2018	4	3	0	0	0	1	6
Kentucky	2016	12	0	1	0	0	0	11
	2017	11	1	0	2	0	1	9
	2018	9	1	0	0	0	1	9
Louisiana	2016	5	4	0	0	0	1	8
	2017	8	3	0	0	0	1	10
	2018	10	3	0	0	0	1	12
Maine	2016	5	0	0	0	0	0	5
	2017	5	1	0	0	0	0	6
	2018	6	1	1	0	0	0	6
Maryland	2016	32	2	0	0	0	0	34
	2017	34	6	0	2	0	1	37

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State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reason	Agencies at End of Year
	2018	37	6	0	2	0	1	40
Massachusetts	2016	16	5	0	0	0	0	21
	2017	21	3	1	0	0	2	21
	2018	21	0	0	0	0	1	20
Michigan	2016	16	1	2	0	0	1	14
	2017	14	4	0	1	0	1	16
	2018	16	5	0	1	0	0	20
Minnesota	2016	7	1	0	0	0	0	8
	2017	8	1	0	0	0	0	9
	2018	9	0	0	0	0	0	9
Mississippi	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
	2018	4	1	0	0	0	0	5
Missouri	2016	11	0	1	0	0	0	10
	2017	10	2	1	0	0	1	10
	2018	10	1	0	2	0	0	9
Montana	2016	2	0	0	0	0	0	2
	2017	2	0	1	1	0	0	0
	2018	0	0	0	0	0	0	0
Nebraska	2016	6	0	0	0	0	1	5
	2017	5	0	0	0	0	0	5
	2018	5	3	0	0	0	0	8
Nevada	2016	14	1	0	0	0	1	14
	2017	14	4	1	1	0	0	16
	2018	16	5	3	0	0	2	16
New Hampshire	2016	4	1	0	0	0	0	5
	2017	5	2	0	0	0	0	7
	2018	7	0	0	0	0	0	7
New Jersey	2016	36	0	1	0	0	1	34
	2017	34	1	1	2	0	2	30
	2018	30	5	1	0	0	1	33

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State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reason	Agencies at End of Year
New Mexico	2016	5	0	2	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
New York	2016	57	6	5	2	0	2	54
	2017	54	6	0	0	0	4	56
	2018	56	9	1	1	0	2	61
North Carolina	2016	34	8	0	1	0	0	41
	2017	41	8	1	1	0	2	45
	2018	45	7	1	0	0	2	49
Ohio	2016	31	2	1	1	0	5	26
	2017	26	3	0	1	0	1	27
	2018	27	5	0	0	0	0	32
Oklahoma	2016	4	2	0	0	0	0	6
	2017	6	3	0	1	0	0	8
	2018	8	2	2	0	0	0	8
Oregon	2016	9	1	0	0	0	0	10
	2017	10	0	0	0	0	0	10
	2018	10	2	0	1	0	0	11
Pennsylvania	2016	35	8	3	0	0	1	39
	2017	39	3	0	0	0	0	42
	2018	42	13	0	0	0	1	54
Rhode Island	2016	2	0	0	0	0	0	2
	2017	2	1	0	1	0	0	2
	2018	2	1	0	0	0	0	3
South Carolina	2016	19	7	0	0	0	1	25
	2017	25	9	0	0	0	0	34
	2018	34	2	3	1	0	0	32
South Dakota	2016	1	1	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	1	0	0	0	0	3
Tennessee	2016	28	1	1	1	0	1	26

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State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reason	Agencies at End of Year
	2017	26	1	1	3	0	0	23
	2018	23	2	1	1	0	0	23
Texas	2016	88	22	1	0	0	6	103
	2017	103	30	4	1	0	7	121
	2018	121	28	2	1	0	4	142
Utah	2016	5	2	0	0	0	1	6
	2017	6	0	0	0	0	0	6
	2018	6	3	0	0	0	0	9
Vermont	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
Virginia	2016	36	2	0	0	0	1	37
	2017	37	11	2	1	0	2	43
	2018	43	5	1	1	0	5	41
Washington	2016	14	6	0	0	0	0	20
	2017	20	5	2	2	0	1	20
	2018	20	2	1	0	0	2	19
Washington D.C.	2016	2	1	0	0	0	0	3
	2017	3	0	1	0	0	0	2
	2018	2	0	0	0	0	1	1
West Virginia	2016	2	0	0	0	0	1	1
	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
Wisconsin	2016	14	2	1	0	0	1	14
	2017	14	2	1	1	0	1	13
	2018	13	1	0	0	0	0	14
Wyoming	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
Total	2016	1003	175	36	8	0	42	1092
	2017	1092	176	39	32	0	37	1160

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State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reason	Agencies at End of Year
	2018	1160	221	34	19	0	41	1287

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2016 TO 2018

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	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0

PROJECTED OPENINGS AS OF DECEMBER 31, 2018

TABLE 5

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Alabama	0	4	0
Alaska	0	0	0
Arizona	3	9	0
Arkansas	0	1	0
California	6	19	0
Colorado	0	8	0
Connecticut	0	5	0
Delaware	0	0	0
Florida	3	50	0
Georgia	0	15	0
Hawaii	1	2	0
Idaho	0	5	0
Illinois	3	12	0
Indiana	0	8	0
Iowa	0	2	0
Kansas	0	2	0
Kentucky	1	3	0
Louisiana	1	12	0
Maine	0	0	0
Maryland	2	7	0

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State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Massachusetts	1	8	0
Michigan	0	6	0
Minnesota	0	4	0
Mississippi	0	4	0
Missouri	0	10	0
Montana	0	0	0
Nebraska	0	2	0
Nevada	1	6	0
New Hampshire	0	3	0
New Jersey	0	12	0
New Mexico	1	1	0
New York	3	13	0
North Carolina	3	15	0
North Dakota	0	0	0
Ohio	1	15	0
Oklahoma	0	4	0
Oregon	1	2	0
Pennsylvania	3	14	0
Rhode Island	0	2	0
South Carolina	1	10	0
South Dakota	0	1	0
Tennessee	0	2	0
Texas	2	42	0
Utah	0	7	0
Vermont	0	0	0
Virginia	0	9	0
Washington	0	10	0
Washington, D.C.	0	1	0
West Virginia	1	2	0
Wisconsin	0	6	0
Wyoming	0	0	0
Total		**375**	

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

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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 26, 2016, December 31, 2017 and December 31, 2018.

ITEM 22. CONTRACTS

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

ITEM 23. RECEIPTS

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

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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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_____
Initial

TABLE OF CONTENTS

ARTICLE 1. APPOINTMENT 1
ARTICLE 2. FRANCHISOR'S DUTIES 1
ARTICLE 3. FEES AND PAYMENTS 3
ARTICLE 4. THE FRANCHISEE'S DUTIES 5
ARTICLE 5. PROPRIETARY PROPERTY 7
ARTICLE 6. OPERATIONS STANDARDS MANUAL AND OTHER CONFIDENTIAL INFORMATION 8
ARTICLE 7. ADVERTISING 8
ARTICLE 8. ACCOUNTING AND RECORDS 9
ARTICLE 9. INSURANCE 9
ARTICLE 10. TRANSFER OF INTEREST 10
ARTICLE 11. DEFAULT AND TERMINATION 11
ARTICLE 12. OBLIGATIONS OF THE FRANCHISEE UPON TERMINATION OR EXPIRATION 12
ARTICLE 13. INDEPENDENT COVENANTS OF THE FRANCHISEE 14
ARTICLE 14. INDEPENDENT CONTRACTOR; INDEMNIFICATION; APPROVALS; NO REPRESENTATIONS 15
ARTICLE 15. MEDIATION 15
ARTICLE 16. TERM 16
ARTICLE 17. DEFINITIONS 16
ARTICLE 18. GENERAL PROVISIONS 18

Schedules

Schedule 1.1 Grant/Franchisee Level
Schedule 1.2 Location of the Franchised Business/Description of the Contact Location

Exhibits

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

FRANCHISE AGREEMENT

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

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

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

The parties, therefore, agree as follows:

ARTICLE 1. APPOINTMENT

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

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

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

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

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

ARTICLE 2. FRANCHISOR'S DUTIES

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

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

CruiseOne shall provide Mandatory Initial Training for the Manager at CruiseOne's training facilities in Broward County, Florida. Mandatory Initial Training will be provided not later than approximately 90 days after the Effective Date. CruiseOne shall provide instructors, facilities, training materials, and technical training tools for Mandatory Initial Training. CruiseOne shall also provide the Manager with a private hotel room during Mandatory Initial Training and

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

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

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

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

2.3. **Continued Assistance and Support.**

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

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

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

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

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

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

ARTICLE 3. FEES AND PAYMENTS

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

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

i. If Franchisee is a new franchisee, the Initial Franchise Fee is $9,800.
ii. If Franchisee is an intermediate franchisee, the Initial Franchise Fee is $3,195.
iii. If Franchisee is an experienced franchisee, the Initial Franchise Fee is $495.

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

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

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

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

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

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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 Incentive.

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

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

d. **Minimum Annual Commissionable Sales Fee**. If as of the Effective Date Franchisee is an Experienced franchisee and, as of the end of the first Contract Year, the Annual Commissionable Sales are less than $50,000, CruiseOne may change Franchisee from an Experienced to a New franchisee and may require Franchisee to pay a fee equal to $9,305. If as of the Effective Date Franchisee is an Experienced franchisee and, as of the end of the first Contract Year, the Annual Commissionable Sales are $50,000 to $99,999, CruiseOne may change Franchisee from an Experienced to an Intermediate franchisee and may require Franchisee to pay a fee equal to $2,700. If as of the Effective Date Franchisee is an Intermediate franchisee and, as of the end of the first Contract Year, the Annual Commissionable Sales are less than $50,000, CruiseOne may change Franchisee from an Intermediate to a New 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.

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

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

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

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

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Initial

d. by cash payable on the date stated in the invoice demanding payment of the Due Amount.

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

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

ARTICLE 4. THE FRANCHISEE'S DUTIES

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

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

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

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

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

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bookings including third-party related products such as travel insurance;

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

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

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

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

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

4.3. **Computer System.**

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5. PROPRIETARY PROPERTY

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. OPERATIONS STANDARDS MANUAL AND OTHER CONFIDENTIAL INFORMATION

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

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

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

ARTICLE 7. ADVERTISING

7.1. **Advertising by Franchisee.** Franchisee shall submit all materials (irrespective of the medium) that it wants to use for advertising, promotions, or marketing ("**Advertising Materials**") to CruiseOne for its prior written approval, unless they have already been approved or consist solely of materials provided by CruiseOne. If, within 10 days from the date CruiseOne receives such submitted materials, Franchisee does not receive CruiseOne's written approval thereof, they are considered disapproved. If, in CruiseOne's judgment, any

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Advertising Materials may injure or harm the System, CruiseOne may require Franchisee to withdraw or discontinue their use, even if previously approved. Within five days after delivery of such notice, Franchisee shall have withdrawn and discontinued use of the relevant Advertising Materials. Franchisee is only required to advertise the Franchised Business within the United States and to United States residents. This includes any online advertising that may have a global reach. Franchisee shall not use any Advertising Materials until CruiseOne delivers written notice to Franchisee that the Opening Conditions have been satisfied to CruiseOne's satisfaction. All Advertising Materials (including, if any, phone listings, online listings, social media accounts, newspaper, direct-mail advertisements, and business cards) must contain Franchisee's ***CruiseOne®*** assumed-business-name and the city, state, as well as any other standards required by the Operations Standards Manual. If the Contact Location is the Franchise Owner's personal address, Franchisee need not publish that address, but may instead use a mail stop or virtual mailbox with a physical address. Post-office boxes are not permissible.

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

ARTICLE 8. ACCOUNTING AND RECORDS

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

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

ARTICLE 9. INSURANCE

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

9.2. **CruiseOne Provided Insurance.**

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

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pays to CruiseOne. This allows Franchisee to be added to CruiseOne's or its affiliate's insurance policy. CruiseOne's annual fee is $150 per person, which it may periodically change based on the costs of coverage, changes in risks, and other factors as CruiseOne deems appropriate. CruiseOne has no obligation to continue offering such coverage.

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

ARTICLE 10. TRANSFER OF INTEREST

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

10.2. **Transfer by Franchisee.**

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

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

i. Franchisee delivers written notice to CruiseOne of the proposed transfer at least 30 days before it is to occur;
ii. all of Franchisee's accrued monetary obligations have been paid;
iii. all existing defaults under the Franchise Agreement have been cured;
iv. the transferee must meet CruiseOne's then-current qualifications, which includes passing a background check as described below, and the transferee must successfully complete CruiseOne's training program;
v. Franchisee and the transferee must execute such other agreements and instruments as CruiseOne may require in connection with the transfer, which may include a general release and otherwise comply with the provisions of this Section 10.2.b; and
vi. Franchisee pays CruiseOne a transfer fee equal to $3,195.

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

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elects not to accept the offer within a thirty (30) day period, Franchisee will have a maximum period of sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 10.2.b hereof. Any material change in the terms of the offer will be deemed a new proposal subject to CruiseOne's right of first refusal. So long as Franchisee has obtained CruiseOne's prior written consent, which will not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, is not subject to Franchisor's first right of refusal.

ARTICLE 11. DEFAULT AND TERMINATION

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

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

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

c. Franchisee is adjudicated as bankrupt;

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

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

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

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

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

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

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

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

a. within seven days after CruiseOne delivers a Notice of Default, Franchisee fails to pay CruiseOne or any affiliate any amount due under this Agreement or any other agreement (including any Note);

b. Franchisee fails to create or maintain the Designated Credit Card Account as required under Section 3.3;

c. Franchisee or any of 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;

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j. Franchisee knowingly maintains false books or records, or knowingly submits any false reports or information to CruiseOne;

k. Franchisee misuses or makes any unauthorized use of the Proprietary Property or otherwise engages in conduct that may materially impair the good will associated with the Proprietary Property or CruiseOne's rights in the Proprietary Property;

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

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

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

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

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

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

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

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

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

ARTICLE 12. OBLIGATIONS OF THE FRANCHISEE UPON TERMINATION OR EXPIRATION

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

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

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before such expiration or termination.

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

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

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

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

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

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

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

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

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

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

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

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

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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 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

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

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

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

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

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

14.2. **Indemnification.** Franchisee shall indemnify CruiseOne from any and all actions, judgments, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees and costs, even if incident to appellate, 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

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ARTICLE 15 include Franchisee's owners and the Restricted Parties.

15.2. **Exceptions to Mediation; Equitable Relief.**

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

i. claims relating to the Proprietary Property;

ii. claims relating to Franchisee's obligations upon termination or expiration of this Agreement;

iii. claims relating to any transfer of an interest in Franchisee, the Franchised Business or its assets, or this Agreement restricted under this Agreement;

iv. claims relating to actions that may impair the goodwill associated with the Proprietary Marks; or

v. matters involving danger, health, or safety involving Franchisee, its sales associates or customers, or the public.

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

ARTICLE 16. TERM

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

ARTICLE 17. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"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.

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

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

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

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

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

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

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

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

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

17.2. **Other Definitional Provisions.**

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

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

ARTICLE 18. GENERAL PROVISIONS

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

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

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

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

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

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

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

18.8. **Governing Law.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 *et seq.*), this Agreement and any other agreement relating thereto, and all transactions contemplated hereby and thereby, as well 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.

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

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

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

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

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

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

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

[Remainder of page 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)*:

_____

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

_____
Franchisee Address: _____

_____
Facsimile: _____
Email: _____
Date: _____

JOINDER

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

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

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

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

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

_____
(signature)
Print Name: _____

_____
(signature)
Print Name: _____

_____
(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.)

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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.

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

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

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

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

The following do not in any way release or affect Maker's, or any endorser's or 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:

EXHIBIT 3.31 DESIGNATED CREDIT CARD ACCOUNT/AUTHORIZATION FORM

(SEE ATTACHED.)

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:	

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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.

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:

D Individual/sole proprietor or single-member LLC D C Corporation D S Corporation D Partnership D Trust/estate

D 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.

D 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

ITIJ-DJ - | | | | | | | | |

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 Fonn 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. If TIN 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, OBA 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 ?
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)(0

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 (1-800-8293676).

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 Ooint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
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[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
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*
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[4]
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.

[4] 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.

*__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 yoar 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

SUBJECT	*NUMBER OF PAGES DEVOTED TO SUBJECT*
Introduction	15
Selecting Professional Advisors	6
Establishing a Business Entity	5
Creating a Business Plan	8
Obtaining Insurance	5
Licenses, Permits and Certifications	8
Communication	5
Operating the Franchise	13
Personnel	21
Sales and Marketing	4
Business Center Protocol	2
Style Guide	26
TOTAL	118

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Exhibit D

to the Franchise Disclosure Document

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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)266-855

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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.

California Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

Department of Business Oversight
One Sansome St., Suite 600
San Francisco, CA 94104

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 280
St. Paul, MN 55101-2198

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

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

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

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 SW
Olympia, WA 98501

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

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Exhibit E
to the Franchise Disclosure Document

CURRENT FRANCHISEE OUTLETS

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Active Franchisee Roster as of December 31, 2018

Legal Name	Street	City	State	Zip	Business Phone
Sultana Enterprises LLC	1429 Saint Gotthard Ave	Anchorage	AK	99508	(907) 406-5715
OceanBlue InvestmentGroup LLC-DBA AKDreamVacations	3560 N Banner Way	Wasilla	AK	99654	(907) 341-4445
Cynthia & Johnny Bass	118 Ashford Circle	Birmingham	AL	35242	(205) 390-8823
Charles Chamblee	7860 Schillinger Park Road North	Mobile	AL	36608	(251) 633-6707
Walter Davis	POBox 3684	Hueytown	AL	35023	(205) 744-1284
Peg & Cliff Gawne-Mark	1204 Rendale Road	Dothan	AL	36303	334-714-9062
Denise & Davis Glenn	1278 Deer Trail Road	Birmingham	AL	35226	(205) 985-7593
Kristy Hamner	10396 House Bend Rd	Northport	AL	35475	(205) 331-5386
Donna Hillsgrove	1807 East Hanceville Rd. SE	Cullman	AL	35055	(256) 841-6322
Madison Eads Lesley & Trent Lesley	4412 Carroll Street	Northport	AL	35475	(334) 341-4043
Viki Thornton Mullins	2887 Acton Road Apt. I	Birmingham	AL	35243	(205) 586-5981
Ryel World Travel, LLC	2448 Southwood Trace	Hoover	AL	35244	(205) 994-3030
Sean Schultz	111 Bay View Dr	Daphne	AL	36526	(251) 952-4748
Rocket City Vacations LLC	3204 Governors Drive	Huntsville	AL	35805	(256) 513-8337
Deloris Strawbridge	8000 Madison Blvd Suite D102 - 261	Madison	AL	35758	(314) 614-9705
Teresa I. & Sherman L. Utley	2810 8th St	Tuscaloosa	AL	35401	205-333-8771
Helen D and James M Velezis	215 Tweed Dr	Madison	AL	35758	(256) 464-3308
Jeff & Ann Cato	2569 Peck Road	Pea Ridge	AR	72751	(479) 212-0001
Kristi L. & Mark A. Conner	6 Rackwick Lane	Bella Vista	AR	72715	479-340-0484

Orrin M. & Deborah L. Corwin	123 N. Oak Street	Lowell	AR	72745	(479) 306-6672
Teressa Gasque	8112 Cypress Avenue	Fort Smith	AR	72908	(479) 649-8769
Dawn R Hattison	2513 McCain Blvd #162	North Little Rock	AR	72116	(501) 658-0472
Michael F. Hyde	518 W. Sevier St.	Benton	AR	72015	(501) 412-9222
Sarah McCarter	3283 W. Ika Lane	Fayetteville	AR	72704	479-461-6692
Lisa Merutka	3102 Hanna Ln	Bentonville	AR	72712	(434) 466-7707
Peggy & Steven Rosenthal	23 Shotliff Cir	Bella Vista	AR	72715	(479) 855-1250
Eagles Travel Company	42 Appaloosa Trail	Vilonia	AR	72173	(501) 796-3924
Baby Duck Enterprise LLC	7500 E Deer Valley Rd Unit 154	Scottsdale	AZ	85255	602-793-9795
Dan Brown	16040 S 24th Place	Phoenix	AZ	85048	(480) 821-2898
Paul and Bonnie Buchanan	62160 E. Valley Crest Ct.	Tucson	AZ	85739	(520) 818-0800
Irma Campuzano	10471 S Keegan Ave	Vail	AZ	85641	(520) 303-7507
Carrie Chipman	15865 S. 1st Ave.	Phoenix	AZ	85045	(480) 256-1494
Paradise Found Cruise & Travel, LLC	1140 N Gilbert Road Suite 109	Gilbert	AZ	85234	(480) 646-4969
Adeline C Edwards	11157 E Turnberry Rd	Scottsdale	AZ	85255	(480) 473-1441
Harold & Ricki Feiner	3655 W Anthem Way Suite A-109, PMB 282	Anthem	AZ	85086	(623) 551-2042
James E. Feltman Jr.	1715 E Aurelius Ave	Phoenix	AZ	85020	(602) 541-6080
Thomas J Frederick	10231 Shady Rock Lane	Tucson	AZ	85749	(520) 749-4069
Escape Masters Travel LLC	14510 E Golden Eagle Blvd	Fountain Hills	AZ	85268	(480) 503-8980
Yvonne and Brad Jamieson	4499 E Sourwood Drive	Gilbert	AZ	85298-4639	(480) 279-5301

Optimal Partners, LLC	8915 S 14th Way	Phoenix	AZ	85042	480-428-8298
Cruisin Around Travel LLC	7234 N 173rd Ave	Waddell	AZ	85355	(602) 402-1472
Samuel Kowalewski	8741 W Acapulco Ln	Peoria	AZ	85381	(623) 329-4415
ETS, LLC.	1344 West Rockrose Way	Chandler	AZ	85248	(480) 696-7028
MLM & ASSOCIATES, L.L.C.	3322 E Bloomfield Rd	Phoenix	AZ	85032	602-428-4116
B & D Vets Corp.	6809 W. Avenida del Rey	Peoria	AZ	85383	623-777-3268
Gale L. Moran	3301 S Goldfield Rd #3045	Apache Junction	AZ	85119	(480) 961-8185
Susan & Michael Norman	14137 W Evans Dr.	Surprise	AZ	85379	(602) 393-8859
TNB Travel, LLC	14613 E Larkspur Dr.	Scottsdale	AZ	85259	(480) 447-9277
William O'Brien	15866 W Avalon Drive	Goodyear	AZ	85395	(623) 374-6373
Ricky Olguin	30305 W Leah Dr	Buckeye	AZ	85396	(602) 223-1745
Nancy & Joel Olsen	32999 S Cattle Trl	Oracle	AZ	85623	(520) 825-6616
Newell Arthur Raxter	4603 West Boston Street	Chandler	AZ	85226	(480) 935-6525
Joan & Richard Roberts	36448 South Stoney Flower Dr	Tucson	AZ	85739	(520) 825-2250
Robert A Rodriguez	41626 N. Club Pointe Dr.	Anthem	AZ	85086	(623) 551-7555
CustomVacations4U LLC	1228 E Briarwood Terrace	Phoenix	AZ	85048	(480) 471-5714
Sepe Travel, LLC	2930 W Bluefield Ave	Phoenix	AZ	85053	602-938-5096
Perfect Travel Services, LLC	860 E Kramer St	Mesa	AZ	85203	(480) 787-5576
Thomas L. Sloat II	3555 North Prescott East Hwy	Prescott Valley	AZ	86314	(928) 328-1700
Annie Stimmel	26609 South Cloverland	Sun Lakes	AZ	85248-9221	(480) 883-6236

V. Cathy & Jeffrey Tobin	14174 N. Compass Rose Way	Marana	AZ	85658	(520) 225-0435
Ronna G. Todd & David D. Todd	16632 W Alvarado Dr	Goodyear	AZ	85395	623-535-9889
Carol Ulinger	18654 N 72nd Drive	Glendale	AZ	85308-5827	(623) 566-8880
Rave Vacations, LLC	20092 Russet Road	Queen Creek	AZ	85142	480-290-6959
Ships Ahoy Custom Cruises LLC	11145 East Sonrisa Ave.	Mesa	AZ	85212	(602) 903-7234
Robyn R. Werhan	2532 N Fourth St. #150	Flagstaff	AZ	86004	(928) 440-4026
EDSU Cruises Inc	5318 Ramsdell Ave	La Crescenta	CA	91214	(818) 542-6405
Diana Aguilar	12621 Ranchero Way	Grass Valley	CA	95949	530-334-5285
Sandra & William Alston	6569 Scaup St	Carlsbad	CA	92011	760-814-2123
Jeanne Anderson & Timothy Hood	3380 La Sierra Ave. Suite 104-481	Riverside	CA	92503	951-742-8033
Dana Apple-Coolures	2662 Brindle Ct	Simi Valley	CA	93063	(805) 304-4540
Avinash Bajaj	2 Bayberry Way	Irvine	CA	92612	(949) 743-4722
Christopher M. Baker	7421 Mayfield Street	Corona	CA	92880	951-356-5541
FIB Business Management Services	409 E Church St Ste B	Santa Maria	CA	93454	(805) 862-4841
Iain Michael Barnett,Inc	29715 Windsong Lane	Agoura Hills	CA	91301	(818) 865-9779
Rodrigo Z. & Natilou D. Benipayo	1651 Allenwood Circle	Lincoln	CA	95648	(916) 258-7100
Emelita Bernardo & Maria Racadag	297 Beachview Ave	Pacifica	CA	94044	(650) 580-8297
Alfonso Berthier	3022 Masters Place	San Diego	CA	92123	858-384-2280
Nitin Bhatnagar	664 Camino del Sol	Thousand Oaks	CA	91320	(805) 499-0000
Anna Borja & Siliana Chacon	1650 E Gonzalez Rd #313	Oxnard	CA	93036	(805) 919-9094
Leann Bowen & Associates, LLC	3004 Clear Falls Ct.	Bakersfield	CA	93308	(661) 430-6272

Laurence M Brodlieb	31606 Moonglow Ln	San Juan Capistrano	CA	92675	(949) 489-8500
Jeffery Broussard	3910 Marlesta Dr.	San Diego	CA	92111	858-342-4802
Live Your Bliss Travel	1606 Dante Circle	Roseville	CA	95678	916-595-2046
William M Burdon	2821 Calle Loreto	Palm Springs	CA	92264	(818) 760-5111
Al & Sonnie Chlapowski	7936 Whelan Dr	San Diego	CA	92119	(619) 957-8077
Yong Choi	1185 Bennett Court	Fremont	CA	94536	415-516-5224
Teodora Cocadiz	1361 Hillside Blvd	South San Francisco	CA	94080	(650) 784-9054
Log, Lin & Associates LLC	16424 Alora Ave	Norwalk	CA	90650	562-246-9185
Terry Croly & David Pyle	810 Eddy St. #401	San Francisco	CA	94109-7708	(415) 674-7500
Steve Faber	54 Arguello Circle	San Rafael	CA	94901	(415) 485-0100
Golden Summer Travel Service Inc	26303 Adalina Drive	Menifee	CA	92584	(951) 200-3424
Morrie and Beverly Frazier and Molly Mandal	1751 N Rogers	Clovis	CA	93619	(559) 299-4336
Melissa Fulton	29101 Bouquet Canyon Rd.	Silverado	CA	92676	(949) 433-5129
Just Add Water Vacations	25922 Treetop Road	Laguna Hills	CA	92653	(949) 716-3020
Alexandra Ghiozzi	704 Thompsons Drive	Brentwood	CA	94513	(925) 240-0932
Anna Mills-Giannavola & Anthony Giannavola	558 Shadow Lane	Simi Valley	CA	93065	805-624-7435
Steven Gill & Chad Hochholzer	157 N Sultana Ave	Ontario	CA	91764	626-548-BOAT (2628)
Trunkie Life, LLC	29426 Gary Drive	Santa Clarita	CA	91387	(818) 741-4031
Margaret J. Gomes	314 Rose Avenue	Los Banos	CA	93635-2600	(209) 826-2584
Kevin Greenwood & Monica Connelly	10760 Starlight Ct.	Riverside	CA	92505	(626) 824-6994
Ismael Santiago Gutierrez	1477 Ridgeline Court	San Diego	CA	92154	787-736-2797
Greg & Terry Hall	8691 C Ave	Hesperia	CA	92345	760 240-4127
William Haskins	6150 Center Street #428	Clayton	CA	94517	(925) 286-3584

Lisa Hasselbach	3484 Cashmere Street	Danville	CA	94506	925-718-3015
Hathaway & Associates, LLC	4740 4th Street	Carpinteria	CA	93013	805 978-5870
Sharon L Heuton	20021 Gibbs Dr	Sonora	CA	95370	(209) 532-8637
Johnna Hose	40583 La Salle Pl	Murrieta	CA	92563-6418	(951) 440-7575
Paul Hsia	800 High Street, #412	Palo Alto	CA	94301	(650) 321-6888
Michele & Jason Huff	4405 Rhineland Dr	Fort Irwin	CA	92310	(334) 718-5579
Melanie Kaufmann	5448 Sur Mer Drive	El Dorado Hills	CA	95762	(916) 941-0794
Suzanne & Stephen Klasen	1230-5 Madera Road #244	Simi Valley	CA	93065	(805) 210-5327
CJ Larkin	6433 Topanga Canyon Blvd. #271	Woodland Hills	CA	91303	(818) 298-2663
The Vacation Authority, Inc.	78401 Highway 111 Suite U	La Quinta	CA	92253	(760) 848-7200
Rebecca Lewis	4216 S. Mooney Blvd., #147	Visalia	CA	93277	(559) 804-5116
Nicole Linsday	13775-A Mono Way #911	Sonora	CA	95370	(209) 591-8785
Debra A. Mansfield	56 Stonetree Lane	Novato	CA	94945	(415) 761-2010
Laura A. Martinez	7730 Redondo Street	Ventura	CA	93004	(805) 918-7039
Desmond McCarthy	263 Strada Fortuna	Palm Desert	CA	92260-1802	(760) 773-9910
Alexander & Audreyann D Mejia	27851 Wild Sage CT.	Menifee	CA	92585	(951) 672-2967
Kevin Melchor	1543 Clark Street	Upland	CA	91784	(909) 736-9878
Aliza Meng	1142 S. Diamond Bar Blvd. #109	Diamond Bar	CA	91765	909-693-3584
WM Adventures Inc	34 Via Madera	Rancho Santa Margarita	CA	92688	(949) 681-8092
Kristie A. Morrison	21606 Devonshire	Chatsworth	CA	91311	(818) 927-2288

	St. #5172				
Paul Munly	1712 Magnolia Ave.	Chico	CA	95926	(530) 535-8747
Jessica Munoz	1008 Beacon St	Pittsburg	CA	94565	(925) 497-1829
Great Escape Travel Inc.	740 Texas Street Suite 205	Fairfield	CA	94533	(707) 766-0904
Rosemarie Nieto	2668 Tapo St.	Simi Valley	CA	93063	(805) 201-7707
JJLM Corporation	1100 Town & Country Road Suite 1250	Orange	CA	92868	(714) 282-1600
Jonice G. Notagiacomo	11301 W Olympic Blvd., #533	Los Angeles	CA	90064	(310) 338-2155
Wheelie Fun Cruise and Travel, LLC	130 E San Fernando Street #301	San Jose	CA	95112	408-490-4351
Anthony Ojogwu	731 Deerwood Avenue	Lathrop	CA	95330	(209) 665-3015
C & O Travel, LLC	28 Bruce Court	Pleasant Hill	CA	94523	(925) 278-1684
Udaya Padmanabhuni & Manohar Bijor	35959 Cabrillo Drive	Fremont	CA	94536	(808) 465-4329
Isabelita S. Palanca	4311 Cedros Avenue Apt 4	Sherman Oaks	CA	91403	(956) 329-9203
Alex Pan & Company	27 Nantucket Place	Manhattan Beach	CA	90266	(310) 765-4023
Steven & Jeanete Pardines	349 Kiawah River Drive	Oxnard	CA	93036	(805) 485-2005
Richard A. Perez Sr.	841 Brittany Circle	Hollister	CA	95023	(831) 313-0661
Pamela A Peterson	364 W. Kirkwall Rd	Glendora	CA	91740	(626) 224-2211
Elizabeth Pitman	6387 Menlo St.	Simi Valley	CA	92063	(310) 560-2549
Susan Pretkus-Combs	32722 Coppercrest Dr	Trabuco Canyon	CA	92679	(949) 709-0098
Jose Neil Q. Quiatchon & Jocelyn A. Quiatchon	3320 Fetereia Drive	Modesto	CA	95355	(209) 552-0933

Travel The World LLC	4903 Orinda Avenue	View Park	CA	90043	(323) 309-8208
Nancy Real	10363 Lakeshore Dr	Apple Valley	CA	92307	(760) 566-6677
Mirmar Company, LLC	20725 Fairway Drive	Diablo Grande	CA	95363	(209) 895-3177
John C Robinson	294 W Chennault	Clovis	CA	93611	(559) 297-5274
C. R. Group & Associates, Inc	82579 Concord Dr.	Indio	CA	92203	760-679-5079
Argelia Romano and Anaiss Lopez	5110 Turquoise Avenue	Alta Loma	CA	91701	(909) 493-1408
Parrish Roth ACC	3060 Hillside Ave	Norco	CA	92860	(951) 734-4196
World Passport Travel, LLC	10135 Walnut Avenue	South Gate	CA	90280	(323) 319-2877
Elisaden Canlas & Suaib Mohammad Samier	2432 Rockrose Cir	Roseville	CA	95747	(916) 899-0365
Christy Scannell	4450 Caminito Ocio	San Diego	CA	92108	(619) 955-5535
Albert Shaterian	1438 Rancho View Dr.	Lafayette	CA	94549	(925) 930-0620
Deborah Shimojima	17723 Merridy St	Northridge	CA	91325	(818) 730-3902
Melania Silva	835 Centennial Drive	Vista	CA	92081	(760) 672-8086
Kathleen A. Sinclair & John M. Walker	914 Nysted Drive	Solvang	CA	93463	(805) 325-9685
Mellifera Travel, LLC.	1551 5th St.	MANHATTAN BEACH	CA	90266	(805) 403-0804
DC Smith Personalized Travel Inc.	14188 Larkin Court	Fontana	CA	92336	(310) 882-5177
Carol Socol & Ali Bernstein	2323 S. Beverly Glen Blvd Unit 10	Los Angeles	CA	90064	(513) 421-1594
Kimberly Soda	391 Alamo Way	Oceanside	CA	92057	(760) 610-6228
Shannon Speaker	8620 Belford Ave. #405	Los Angeles	CA	90045	(310) 216-9057
Perfect Travel Pros LLC	3105 Twin Oaks Valley Rd #106	San Marcos	CA	92078	(619) 457-3336
Ida G. Tatone	17308 Crest Heights	Santa Clarita	CA	91387	661-444-8112

Copperleaf Enterprises Inc	28 Copper Leaf	Irvine	CA	92602	(714) 442-3632
Stephen Walker	7593 Sylvan Creek Ct.	Citrus Heights	CA	95610	(916) 918-0499
DeAnna Watters	22431 Antonio Pkwy B615	Rancho Santa Margarita	CA	92688	(949) 306-2563
Brian Patrick Weiss	13701 Marina Pointe Drive	Marina Del Rey	CA	90292	(310) 954-1340
William L. & Barbara A. Wilson	630 David Circle	Placerville	CA	95667	(530) 919-6367
Mark & Shirley Wolfe	69850 Highway 111, #6	Rancho Mirage	CA	92270	(760) 880-9313
Mabel Ann Lum Wu and Ben H Wu	560 S. Avenida Faro	Anaheim Hills	CA	92807	(714) 974-8384
Jacquelin Yerondopoulos	3525 Del Mar Heights Rd # 146	San Diego	CA	92130	(858) 794-9241
Dickson Yeung	832 Pomeroy Ave #74	Santa Clara	CA	95051	408-982-6688
Cathleen Zvetina	324 Gravilla St	La Jolla	CA	92037	(858) 568-2003
Inner Vision Travel, LLC	410 S Teller St Suite 2C	Denver	CO	80226	(303) 882-1907
CO Travel Group, LTD	14231 E 4th Ave, Suite 224	Aurora	CO	80011	(303) 513-8142
Kathleen L. Carmer	8445 Parfet Court	Arvada	CO	80005	(303) 456-6466
Shirley Cicero & Joseph Cicero	285 Guardian Peak Drive	Livermore	CO	80536	970-221-0845
Dream Big Travel LLC	12406 E Pacific Circle Unit A	Aurora	CO	80014	(720) 725-7611
Eugenie Fellmer	6257 South Boston Ct	Englewood	CO	80111	(303) 770-0332
Dana D. Garies	5092 Horned Owl Way	Parker	CO	80134	303-579-6782
Gunilla Godebu	6936 Totara Place	Niwot	CO	80503	(720) 340-3699
Janet Evans and S Haddox	11225 Chase Ct	Westminster	CO	80020	303-997-8190
Ian Imamura	8207 S Forest Ct	Centennial	CO	80122	719-252-4047
Shay World Travel Group, LLC	212 Mulligan Lake Drive	Mead	CO	80542	303-776-0969
KD'S CRUISES AND TOURS	7131 Dunklau	Ft. Garland	CO	81133	(719) 379-3133

	Rd				
Cloudblue Vacations, LLC	2546 South Main Street	Erie	CO	80516	303-828-1015
Ledbetter Travel, LLC	14098 E Arizona Ave	Aurora	CO	80012	(303) 563-9202
B&B Longcrier, LLC	23 South Garo Ave	Colorado Springs	CO	80910	(719) 822-4504
The McKenna Travel Goup LLC	2647 Trailblazer Way	Castle Rock	CO	80109	(720) 542-9864
12612 King Point, LLC	13025 Ash Street	Thornton	CO	80241	727-859-7591
Lynn Ogden	5671 S Hannibal Way	Centennial	CO	80015	(720) 524-8560
Peisner & Associates, LLC	7311 CENTENNIAL DR.	PARKER	CO	80138	720-464-3850
Emory & Yvette Ramey	6139 Miramont St	Colarado Springs	CO	80923	(719) 352-9893
Real Travel Pros LLC	7832 Renegade Hill Dr	Colorado Springs	CO	80923	(719) 600-8691
Travel Deals for All LLC	200 Quebec St. Bldg 300-111 #6	Denver	CO	80230	(303) 777-1940
Winchell & Associates, LLC	300 Center Dr. Ste. G #329	Superior	CO	80027	(720) 696-0566
Balter Travels LLC	35 Red Bluff Rd	East Haven	CT	6513	(203) 823-9656
Vacations Underway LLC	35 Cove Side Lane	Stonington	CT	6378	(860) 468-4933
All Ways Travel and Tour LLC	540 Lakeside Dr.	Bridgeport	CT	6606	(203) 331-7073
JD Travel Group, LLC	28 Holiday Dr	Norwalk	CT	6851	(203) 286-7311
Joanne Hiltz	660 Goose Lane	Guilford	CT	6437	(203) 650-0622
Joseph Longo	49 Woodpark Dr.	Watertown	CT	6795	(203) 779-0220
Sonja Michael & David Carroll	34 Brook Rd	Enfield	CT	6082	(860) 741-3514
Wesley & Jamie Miller	62 Anella Drive	Bethany	CT	6524	(203) 898-4542
Next Vacation Travel, LLC	31 Brittania Dr	Danbury	CT	6811	(203) 989-0449
Cruise Vacations Unlimited, LLC	39 Lawrence Ave.	Milford	CT	6460	(203) 647-3107
SSRT Consultants, LLC	110 Skinner Road	Berlin	CT	6037	(860) 829-0492

Trinita Brown	2916 Stephenson Place NW	Washington	DC	20015	(202) 237-8418
Calhoun Travel LLC	18766 John J Wiliiams HWY Suite #4-228	Rehoboth Beach	DE	19971	(330) 240-6845
Cruise With Bob LLC	32317 Mulligan Way Baywood Greens	Long Neck	DE	19966	(302) 945-4620
Travel Partners of Delaware, LLC	63 Long Rifle Ct	Newark	DE	19702	(302) 737-2312
Sicamor LLC	543 Bethany Loop	Bethany Beach	DE	19930	(302) 678-3239
Elaine Nolan	159 Orchard Grove Court	Camden	DE	19934	(302) 698-6468
Ongaco, Robert, Grace & Rommel	82 North Ember Drive	Felton	DE	19943	(302) 697-1748
Sophia Sanchez & Nathaly Bernard	220 New York Ave	Claymont	DE	19703	302-791-0371
Cruising For Life, LLC	21515 Southern Charm Drive	Land O Lakes	FL	34637	(813) 996-3815
Eddie Alvarez	6557 Pomeroy Circle	Orlando	FL	32810	(321) 251-5345
Tina Amidon	1101 Powell Drive	Singer Island	FL	33404	(561) 308-2644
Vision Quest Travel, LLC	35412 Meadow Reach Drive	Zephyrhills	FL	33541	(813) 815-9470
Reliable Travel Services, LLC	22005 Seashore Cir	Estero	FL	33928	(239) 687-4300
Aselage Enterprises, Inc	1813 Wards Landing Court	Orange Park	FL	32003	(904) 278-1105
Inspiration Investment Holdings, LLC	176 S Hibiscus Drive	Miami Beach	FL	33139	(786) 390-7358
Bartimus Travel Group,Inc.	261 Pinehurst Point Dr.	St Augustine	FL	32092	(904) 392-1703
Marcelo & Milena Batista	3921 Crystal Lake Dr #114	Deerfield Beach	FL	33064	(954) 588-7853
Pascale Bayard & Nathalie Breton	200 El Camino Dr #314	Winter Haven	FL	33884	(863) 268-4879
Deep Water Travel LLC	2920 Anniston Rd	North Port	FL	34288	(941) 803-4852

Ron Bell	8721 Piazza del Lago Cir. Unit 103	Estero	FL	33928	(239) 301-3770
Life on Cruise Control Travel, Inc.	17931 SW 35th St	Miramar	FL	33029	(954) 931-2912
Aida Bello Vazquez	1501 SW 126 PL	Miami	FL	33184	305-642-8841
Susanne L. Bender	3507 Oglebay Drive	Green Cove Springs	FL	32043	904-830-4389
Juanita Bion	1206 SW 51st St	Cape Coral	FL	33914	(651) 484-0466
Jay Boles & Linda Newcomb	2819 Old Carriage Lane	Fort Walton Beach	FL	32547	(850) 244-0267
Donna Bonneau	12551 Bassbrook Lane	Tampa	FL	33626	(813) 433-0050
Charlotte Bonning & Brian Bonning	8465 Hamden Rd	Jacksonville	FL	32244	904-400-4280
Candice Bourne	6981 SW 20th Street	Margate	FL	33068	(954) 968-6762
Barry & Jenifer Breaux	15210 Fishhawk Preserve Drive	Lithia	FL	33547	813-667-7000
Mary Ann Buchanan	2565 86th Court	Vero Beach	FL	32966-5018	(772) 567-8766
Karen Marie Bultemeier	33809 Terragona Drive	Sorrento	FL	32776	(407) 788-3009
ISAIL BLUESKIES VACATIONS INC	6581 SW 129th street	Ocala	FL	34473	(352) 289-1282
Amanda & Jeremy Bustillos	9105 17th Ave NW	Bradenton	FL	34209	(941) 226-1586
Craig D. Button	73 Uhl Path	Palm Coast	FL	32164	(386) 263-7292
Judy Cabaniss	4460 Aberdeen Circle	Viera	FL	32955	(321) 504-0237
Susana Calero	17177 SW 43 Court	Ocala	FL	34473	(352) 454-2038
Beatriz A. Cardona & Luis R. Nieves	6303 Blue Lagoon Drive Suite 400	Miami	FL	33126	(787) 247-8201
Carlson Early Travel Group, LLC	319 Balfour Drive	Winter Springs	FL	32708	(407) 901-4179
Josephine Carr & Alan P. Carr	7415 61st St E	Palmetto	FL	34221	941-981-5448
7 Cees Travel, LLC	1225 Tamiami Trail Unit A-10	Port Charlotte	FL	33953	941-627-4528
Frank Castiglione & Associates, LLC	10715 Versailles Blvd	Wellington	FL	33449	(561) 333-7785

Best Paradise Vacation LLC	13123 E Emerald Coast Pkwy Ste B #192	Rosemary Beach	FL	32461	(615) 630-4595
Melden Cruises, LLC	8345 NW 66 St #4137	Miami	FL	33166	(305) 728-4613
Hip Trip Advisors, LLC	2243 Wiley Street	Hollywood	FL	33020	(954) 436-8660
Marty Christoffersen	10644 Gooseberry Ct.	Trinity	FL	34655	(727) 645-5814
Duane James Cobenais Sr	10675 Ivanhoe Lane	Wellington	FL	33414	(651) 226-3395
Sharon W. Cofer	265 Pinehurst Pointe Dr.	Saint Augustine	FL	32092	(904) 436-3799
Janette Collazo	36721 Sandy Lane	Grand Island	FL	32735	(352) 434-8128
Susan & Clinton Collins	2881 E Newhaven St	Inverness	FL	34453	(352) 419-4310
Rick & Laura Cooler	2008 Seagate Ave	Neptune Beach	FL	32266	(904) 458-8013
Roni Coppock & Steven Coppock	704 Nautilus Drive	Port Saint Joe	FL	32456	(850) 778-8770
Total Vacation Planners LLC	682 Vergini Drive	Ocoee	FL	34761	407-670-7757
Granny's Golden Oven LLC	4955 Southfork Ranch Dr	Orlando	FL	32812	605-759-0803
Destinations and Dreams Inc	10335 Boynton Place Circle	Boynton Beach	FL	33437	(561) 740-7576
Timely Adventures and Travel, LLC	1238 Cordoba Ct	Dunedin	FL	34698	727-365-7268
M and D Travel	25197 Campos Dr	Punta Gorda	FL	33983	941-200-1229
Patricia Anne Dalia	5422 Whispering Willow Way	Fort Myers	FL	33908	239-317-6957
Sharon M Davis	8711A SW 91st Street	Ocala	FL	34481	(516)767-0510
Edward Davis	4518 25th st sw	Lehigh Acres	FL	33973	239-271-9745
Robin S. Davis & Carie S. Gratz	1801 S. Kanner Hwy	Stuart	FL	34994	(772) 600-1069
Thomas Delaney Jr	11017 River Trent Court	Lehigh Acres	FL	33971	(239) 560-7980
Dreaming Destinations, LLC	12280 NW 7 Trail	Miami	FL	33182	(786) 347-1777
Gerardo Delgado	808 Ocean St. Apt 1	Kissimmee	FL	34744	(305) 200-3465

D&H Ventures, LLC	269 Carriann Cove Trail W	Jacksonville	FL	32225	(904) 410-4116
John D. Dews	2962 Longbrooke Way	Clearwater	FL	33760	(727) 536-9991
Encore Creations Inc	5132 Oak Island Rd	Orlando	FL	32809	(407) 392-2156
Robert Ditmars Jr.	7035 ANTIGUA PLACE	Sarasota	FL	34231	941-650-7770
Dominguez & Dominguez, LLC	95131 Snapdragon Drive	Fernandina Beach	FL	32034	(904) 366-6645
Concierge Realty Inc.	15568 Ave of the Arbors	Winter Garden	FL	34787	(407) 697-6267
Island City Cruises and Tours LLC	1733 NE 28th Dr	Wilton Manors	FL	33334	(954) 306-1499
Kassey Dye	11601 4th St N Apt 706	St Petersburg	FL	33716	(727) 440-5885
Patricia K. & Chester B. Estridge	3306 23rd St SW	Lehigh Acres	FL	33976	239-368-5901
Teri and Thomas Fairley	1038 Buttercup Glen	Bradenton	FL	34212	941-226-2994
Kismet Travel LLC	2935 Minuteman Lane	Brandon	FL	33511	(813) 409-3122
Cruise Art LLC	1930 Harrison St Ste 502	Hollywood	FL	33020	(754) 216-1513
Travel Obsessions, LLC	110 SW Peacock Blvd Unit 6-102	Port Saint Lucie	FL	34986	(772) 777-2700
ViaVista, Inc.	411 Walnut St. #13882	Green Cove Springs	FL	32043	(941) 720-6646
Cruises & Tours Worldwide, LLC	12217 Whistler Way	Boynton Beach	FL	33473	(732) 222-2111
Fischer & Co, Inc.	5500 N. Military Trail #368	Boca Raton	FL	33496	561-465-5353
MYA Travel Associates LLC	7082 Conch Blvd	Seminole	FL	33777	727-828-6500
Rita Foris Travel LLC	19667 Turnberry Way 10-J	Aventura	FL	33180	786-207-2939
David & Linda Foxlow	6708 Cheswick Street	Sarasota	FL	34243	(941) 355-9704

Scott R. & Jill R. Franzen	2550 Crossroads Pkwy	Fort Pierce	FL	34945	(772) 828-2021
Get Lost At Sea LLC	3757 Sunward Drive	Merritt Island	FL	32953	(321) 735-0202
Jo Dalene Freese	2457 Buttonwood Run	The Villages	FL	32162	(352) 350-6341
Edward & Carolyn Fresneda and Iris Guzman-Morales	4186 Quail Wood Dr	St. Cloud	FL	34772	(407) 749-6801
Sarah I. Garrett	2010 Vero South Circle SW Unit #5	Vero Beach	FL	32962	772-359-3673
Joanne Garroway	5982 Las Colinas Cir	Lake Worth	FL	33463	(561) 967-4646
Richard Gemelli	662 SW McCracken Avenue	Port St Lucie	FL	34953	(772) 873-4060
Cruise and Travel Pro, Inc	7829 Palmilla court	Reunion	FL	34747	(207) 510-7700
Timothy Glynn & David Quintos	16654 US 41 # C-4	Spring Hill	FL	34610	(352) 346-8002
Goldman Association Management, Inc.	18213 30th St	Lutz	FL	33559	(813) 444-1011
Platinum Travel Group, LLC	2342 SW 13 Street	Miami	FL	33145	(305) 302-3888
Book With Michael LLC	319 SW 120th Ave	Pembroke Pines	FL	33025	954-907-5451
Judi Gordan	10227 Grand Oak Circle	Madeira Beach	FL	33708	(727) 397-1900
GM Capital Group, Inc.	2105 E Parkton Drive	Deltona	FL	32725	(386) 259-3827
C & BG Vacation Holdings LLC	1190 Fairway Dr	Dunedin	FL	34698	(727) 741-1438
Five Star Meeting & Travel Planning	14022 Fiesta Circle	Jacksonville	FL	32225	(904) 930-4702
Jonathan R Hackley	3908 Redman Parkway	Boynton Beach	FL	33436	(561) 530-3626
Marie E. Hagarty & Daniel B. Hagarty	4937 SW 94th Terrace	Cooper City	FL	33328	954-302-1968
Dave and Wendy Travel LLC	10928 118th Street	Seminole	FL	33778	(727) 648-4059
Mara Hargarther & Claudia Thaler	101 Marketside Avenue Ste 404-174	Ponte Vedra	FL	32081	(904) 280-1992
Reservec, Inc	9814 Memorial	Tampa	FL	33615	(813) 406-0591

	Hwy				
Madeline B and Lee N Hartsfield	7524 Bradfordville Rd.	Tallahassee	FL	32309	(850) 273-7111
Ami Heising	13277 NW 15 Ct.	Pembroke Pines	FL	33028	(954) 999-4810
Jacqueline Hempstead	96333 Grande Oaks Ln	Fernandina Beach	FL	32034	(904) 844-2185
2B1 Travel, LLC	1215 E North St	Tampa	FL	33604	(813) 853-0300
Kathreen & James Hicks	1412 14th Lane	Palm Beach Gardens	FL	33418	(561) 776-1667
Michael F. Horan	891 Faulkwood Ct	Sarasota	FL	34232	941-952-8985
Service Partners Travel, LLC	4148 Arlington Ridge Blvd	Leesburg	FL	34748	(352) 315-0944
T. L. Hunt Ventures, LLC	106 Wellington Drive	Palm Coast	FL	32164	(904) 479-6867
Monica Iannacone & Michael McFerron	84 Davis Blvd Apt 211	Tampa	FL	33606	(813) 843-4916
MN TRAVEL LLC	15450 SW 21st Terrace	Miami	FL	33185	(305) 646-1401
Skavoovy Enterprises, Inc	16057 Tampa Palms Blvd Suite 247	Tampa	FL	33647	(813) 489-6226
SaveOnCruisesNow LLC	11595 Kelly Road Suite # 119	Ft. Myers	FL	33908	(239) 689-1356
Greenbay International Inc.	442 Lakeside Circle	Sunrise	FL	33326	(954) 676-4173
Matthew Jobe	3527 McCormick Woods	Ocoee	FL	34761	(865) 235-8118
Kristin Johanson	9385 Jamaica Drive	Cutler Bay	FL	33189	(786) 250-5481
Yardley Associates Inc	6477 Marbletree Lane	Lake Worth	FL	33467	(561) 968-1900
Johnson, Lane & Associates, LLC	6822 Butterfly Drive	Harmony	FL	34773	(770) 286-0524
Just Imagine Voyages + Events, LLC	308 W. Woodlawn Ave.	Tampa	FL	33603	(813) 452-5483

Nicole's Getaways Inc	14620 96th Lane N	West Palm Beach	FL	33412	(561) 408-6400
Zita Keeley Travels LLC	3420 S. Ocean Blvd Suite 4P	Boca Raton	FL	33487	561-372-2531
Sean Kennedy	12032 SW Knightsbridge Ln	Port St. Lucie	FL	34987	(772) 345-3298
Kris Kerns Inc	3250 Westcott Ct	Palm Harbor	FL	34684-1623	(727) 786-1838
BD Knox & Associates, LLC	1634 Morning Dove Loop North	Lakeland	FL	33809	(863) 815-0995
Journeys By Jack, LLC	13903 Bee Tree Court	Hudson	FL	34669	(727) 287-4141
Mr. Traveler, LLC	2915 Pembridge St	Celebration	FL	34747	(321) 401-4101
Allen Kreisberg	4782 W. Commercial Blvd	Tamarac	FL	33319	(305) 790-9026
Winston Laltoo	6720 Paul Revere Court	Orlando	FL	32809	(407)-579-8190
The Lange Group, LLC	3353 SE Fairway East	Stuart	FL	34997	772-600-5269
Kristina Lauderdale & Danielle Monds	4330 Hillcrest Dr. #308	Hollywood	FL	33021	(954) 300-2503
Neil and Debra Lazinsky	11683 Caracas Blvd.	Boynton Beach	FL	33437	(631) 782-1537
Curt Leming	8123 Sorrento Lane	Naples	FL	34114	(239) 204-2200
TNG TRAVEL, L.L.C.	2040 Foxtail View Ct	West Palm Beach	FL	33411	(561) 444-3526
Jacqueline Loisage	3956 Town Center Blvd	Orlando	FL	32837	(407) 847-0062
Lillian & Angelo Lopez	1488 Noell Blvd	Palm Harbor	FL	34683	(727) 789-9090
Michele Lopresto	8629 leeland archer blvd	Orlando	FL	32836	(407) 756-0353
Oceans Eleven of Sarasota Inc.	4780 Country Meadows Blv	Sarasota	FL	34235	(941) 342-9555
JECO TRAVEL, LLC	7482 Brunswick Circle	Boynton Beach	FL	33472	(954) 773-9927
We Cruise Too Group, LLC	11310 S Orange Blossom Trail	Orlando	FL	32837	(407) 858-9668

	#181				
Craig Trapper Martin & Michael Shane Smart	7836 Holiday Isle Drive Unit 203	Belle Isle	FL	32812	(202) 330-1301
Randy F. Martinez	1028 Gould Place	Oviedo	FL	32765	407 731-5565
TravelGators, Inc	2679 SW Glenmoor Way	Palm City	FL	34990	772-220-9566
Robin & Thomas Matthews	18608 Harbor Light Way	Boca Raton	FL	33498	(561) 488-5656
Let's Go Vacations, LLC	415 Bridget Street	New Smyrna Beach	FL	32168	(386) 663-4491
Steven J. McKone	1937 Sweetbroom Circle Apt.101	Lutz	FL	33559	(813) 536-1009
Peggy & Daniel Mellen	2320 Mossy Oak Drive	North Port	FL	34287	410-753-4990
Jeffery Miller	36 Temple Ave SW	Fort Walton Beach	FL	32548	(850) 792-2200
As You Wish Vacation INC	7010 NW 39th Ct	Coral Springs	FL	33065	(954) 309-0255
Irene Mocharski, Paul Mocharski & Lauren Mocharski	1007 Celebration Ave Apt 201	Celebration	FL	34747	(845) 638-3984
Moriah & Alan Moore	28051 US Highway 19 N Suite 106	Clearwater	FL	33761	(727) 493-1551
Happy Feet Travel and Tours LLC	3564 N Sylvan Lane	Melbourne	FL	32935	(321) 872-5531
Leisure Consultants Inc	3332 Sagebrush Street	Harmony	FL	34773	(407) 348-1776
Camelot Adventures, Inc.	9323 Aviano Drive	Fort Myers	FL	33913	(609) 625-8100
Sharon R. Newby	3737 Diamond Oak Way	Zellwood	FL	32798	407-309-7447
Merci Newquist	558 Lakeworth Circle	Lake Mary	FL	32746	(407) 732-7065
Sport & Travel Group, LLC	2423 SW 147th Ave #582	Miami	FL	33185	(305) 998-3975

Joan Orzech	1802 SW Monterrey Lane	Port St Lucie	FL	34953	(772) 340-1855
Calista Travel, LLC	1113 East Dandridge Lane	St Johns	FL	32259	615-973-3390
Pastor Enterprises, Inc.	1724 E. Ridgeline Path	Inverness	FL	34453	(352) 527-8473
Dawn E. Perreault	11434 Fort Lauderdale PL	Venice	FL	34293	(941) 786-0223
Veronica Persaud	5951 Wellesley Park Dr, Suite #504	Boca Raton	FL	33433	(561) 740-8151
Christina Petty Inc	100 SE Nightingale Street	Keystone Heights	FL	32656	(352) 478-8092
BraKe001 LLC	3500 Bay Island Circle	Jacksonville Beach	FL	32250	(904) 208-2796
Abora Travel, LLC	4326 Spinnaker Cove Lane	Tampa	FL	33615	(813) 563-2404
D + S Travel Group, LLC	4604 Ayron Terrace	Palm Harbor	FL	34685	(727) 953-8067
M & M Travel, LLC	8781 Lakeview Drive	Parkland	FL	33076	954-829-0356
HP Travel Go, LLC	32148 Goddard Drive	Wesley Chapel	FL	33543	813-785-4585
FLASH FRAME, INC. d/b/a TRAVEL BY ILYSE	10720 Grande Blvd	West Palm Beach	FL	33412	561-568-1701
Gina Purvis Travel, LLC	11967 W Broookside Ct	Homosassa	FL	34448	(352) 503-6568
SPARQ TRAVEL, LLC	4100 N. Wickham Road Unit 107A-155	Melbourne	FL	32935	(321) 613-8667
Raja Raman	11172 Turnbridge Drive	Jacksonville	FL	32256	(904) 446-8093
Daianand Ramcharran	8514 NW 50 Drive	Coral Springs	FL	33067	(954) 551-8302
Concierge Creations LLC.	550 Coliseum St Apt. 31207	Orlando	FL	32828	(321) 209-2307
Endless Luxury Travel Inc	4836 NW 1st	Plantation	FL	33317	(954) 317-0526

	Street				
Ramus Holdings, LLC	1061 Providence Lane	Oviedo	FL	32765	(928) 708-0670
XDC Enterprises, LLC	891 N.W. 85th Terrace Apt. 1511	Plantation	FL	33324	813-495-7910
Eric & April Redd	20217 Heritage Point Dr	Tampa	FL	33647	(931) 388-3347
Barbara B Rice	2072 Cortez Ave	Vero Beach	FL	32960	(772) 569-1821
Donna Richards	5390 Dominica Street	Vero Beach	FL	32967	(772) 569-1977
Alan Richman & Helen O'Hare	4124 8th Ct	Lantana	FL	33462	(561) 899-3206
Roberts Travel Group, LLC	289 Silver Maple Rd.	Groveland	FL	34736	(352) 631-5765
BW Travel Agency, LLC	2218 South Chickasaw trail	Orlando	FL	32825	(407) 401-9199
Sunny Frog LLC	389 Hidden Cove Rd	N Fort Myers	FL	33917	(239) 896-3806
McKinney Brands LLC	2246 Wild Tamarind Blvd.	Orlando	FL	32828	(407) 504-7677
Eric Roy	14691 Yorkshire Run Dr	Orlando	FL	32828	(407) 531-8844
Ace and Associates, LLC	20740 Tisbury Lane	North Fort Myers	FL	33917	(216) 347-3700
Connie Salton & Peter Salton	572 Toledo Rd	North Port	FL	34287	(317) 225-0296
Breakaway, Inc.	16085 SW 101 Terrace	Miami	FL	33196-6162	(305) 752-5500
Planet Earth Travel LLC	6919 Treymore Court	Sarasota	FL	34243	(941) 312-6976
Global Advertising Enterprises, Inc.	7132 Indiangrass Rd	Harmony	FL	34773	(407) 744-2658
Sea Jay, Inc.	Festival Marketplace 2900 West Sample Rd, Booth 5305	Pompano Beach	FL	33073	(954) 227-7772
William Schneider Ent Inc	10236 Charleston Corner Road	Tampa	FL	33635	(813) 855-0162

Chris and Cheryl Schubert	1418 Mayesville Way	The Villages	FL	32162	(352) 350-7719
Values Voyages and Ventures LLC	9640 Bergamo Street	Lake Worth	FL	33467	(410) 779-9230
ERS Enterprises of South Florida Inc.	23110 State Rd 54 #335	Lutz	FL	33549	813-995-0937
Gillian Sealy & Krishna Sealy	7819 Seafield Lane	Wesley Chapel	FL	33545	(813) 575-8770
David Senita	8970 NW 148 Terr	Miami Lakes	FL	33018	(786) 235-5057
Your Travel Fix, LLC	3694 SE Fairway E	Stuart	FL	34997	(772) 214-9985
Ginger Shaffer	2523 NW 13th Steet	Cape Coral	FL	33993	(239) 283-7020
Michele Shannon	1460 Gulf Blvd #504	Clearwater	FL	33767	(727) 517-8180
UBERWORLD TRAVEL, LLC	2725 Park Drive Suite 2	Clearwater	FL	33763	(727) 281-8103
Laurie and Greg Shuss and Associates, LLC	28499 Burano Drive	Bonita Springs	FL	34135	239-603-6040
GO BEYOND TRAVEL, LLC	800 North Miami Ave E-1007	Miami	FL	33136	(786) 467-0623
Sherri Skipper	15510 Laguna Hills Drive	Ft. Myers	FL	33908	(239) 454-0550
SKA Enterprises LLC	1301 Baez Way	The Villages	FL	32162	(352) 751-1122
Darlene & Steven Smarra	1295 Gembrook Ct	Royal Palm Beach	FL	33411	(561) 935-4001
Linda & Ron Smith	6825 Bluffs Blvd	Tampa	FL	33617	(813) 980-1499
Robert A Smith & Kathryn Michelle Smith	401 River Square Lane	Ormond Beach	FL	32174	(706) 534-0335
Ship N Shore Destinations LLC	10303 Sunrise Lakes Blvd Apt 306	Sunrise	FL	33322	954-998-3506
Harold Soles	13700 Sutton Park Dr Apt 811	Jacksonville	FL	32224	(865) 387-8894
Gary Spearin, Gregory Froehlich & Earlman Tucker	950-23 Blanding Blvd #335	Orange Park	FL	32065	(904) 290-5711
Candie Steinman	12030 Santaluz Dr	Ft. Myers	FL	33913	(239) 689-1629

	#201				
Joshua Stern and Lori Sabra	300 E Club Cir 208	Boca Raton	FL	33487	561-334-0005
Paul Stevens & Associates	340 NW 35th Court	Oakland Park	FL	33309	(954) 561-8829
Cruise & Tour Services, Inc	1632 Lake Rhea Dr.	Windermere	FL	34786	407-258-8726
Global Cruise and Travel	1050 Satin Leaf St.	Hollywood	FL	33109	(954) 927-9048
Port to Port LLC	909 Shady Canyon Way	Poinciana	FL	34759	(863) 496-5262
Stephen Swisher	468 Bellissimo PL	Howey in the Hills	FL	34737	(352) 404-6052
Megan Tafolla & Manuel Tafolla III	2391 Pinto Circle	Cantonment	FL	32533	(850) 723-7037
JORATE CORP	2740 SW Martin Downs Blvd #302	Palm City	FL	34990	(772) 237-3496
Denise Terkosky LLC	329 Chicasaw Court	St. Johns	FL	32259	(904) 230-2565
Angie Tilden	6894 Nelson Street	Navarre	FL	32566	(973) 696-3698
Gunnar Todal	6278 North Federal Highway #197	Fort Lauderdale	FL	33308	(484) 764-9010
Monica & Ronald Troxell	523 Coral Trace Blvd	Edgewater	FL	32132-6944	(386) 410-4444
Richard L. Truitt Enterprises, Inc	515 Woodstead Court	Longwood	FL	32779	407-739-7686
Turman Travel, Inc.	9743 Crescent View Dr. S	Boynton Beach	FL	33437	(561) 810-6266
AVALDES CONSULTING INC	10260 SW 59 St	Cooper City	FL	33328	954-715-7300
Wild Thyme Travel Excursions, LLC	12700 66th Street Apt 1360	Largo	FL	33773	(734) 776-5862
Tammie Vassou	12910 NE 75th Street	Bronson	FL	32621	(352) 486-8998
Break Time Travel, LLC	8011 West 18 Lane	Miami Lakes	FL	33014	(786) 565-2785
Jill Venturi	6055 46th Lane	Vero Beach	FL	32967	(772) 564-2477
Vianello&Associates,Inc	5801 SW 50 Terr	Miami	FL	33155	(305) 665-1517

Katiuska Villar & German L. Villar	8754 NW 146 Lane	Miami Lakes	FL	33018	305.764.2558
Bryan Villella	4665 SW 28th Ave	Ft Lauderdale	FL	33312	(754)201-1079
Darrell J. Vincent	7150 Plantation Road #327	Pensacola	FL	32504	(850) 637-8765
Carrie Volpe	956 Nixon cir ne	Palm Bay	FL	32907	(321) 574-0292
Mikaela Walker-Meyer	10524 Moss Park Road Suite 204-778	Orlando	FL	32832	(646) 374-0967
Rowena Weese-Sutton	12285 92nd st	Largo	FL	33773	(727) 415-3674
Richard B. Weinstein	6574 N State Road 7 Suite 257	Coconut Creek	FL	33073	(954) 574-9991
Michelle Newell & Dennis Whidden	2910 Kerry Forest Pkwy 4D-351	Tallahassee	FL	32309	(850) 893-7300
Boundless Vacations, Inc	310 Coral Drive SW	Fort Walton Beach	FL	32548	(518) 650-1656
Scott C. Williamson	5641 29th Ave N	Saint Petersburg	FL	33710	727-800-5163
George & Detra Wilson	822 Dolphin Drive	Panama City Beach	FL	32408	(850) 708-8796
Pamela Winterstein	1518 Tidewater Ct	Fleming Island	FL	32003	904-688-0410
The Wofford Group LLC	4630 S. Kirkman Road # 168	Orlando	FL	32811	(407) 247-8125
Anita Wolmetz	11698 Briarwood Cir. #2	Boynton Beach	FL	33437	(561) 742-9600
Norman Wray	18459 Pines Blvd. #205	Pembroke Pines	FL	33029	954-451-6139
Joseph Wright	4077 Luther Fowler Rd	Pace	FL	32571	(850) 393-2322
Karan Amin & Colin Harrison	2425 Manor View	Cumming	GA	30041	(470) 589-6014
White Rhino Travel, LLC	801 Industrial Blvd #1609	Ellijay	GA	30540-9998	706-756-8155
Barker Travel, Inc.	530 Wingate Rd.	Ellijay	GA	30540	(706) 698-7972
Lawrence Barnes	5916 East Lake Pkwy	McDonough	GA	30253	(770) 898-2577

	Suite 275				
Travel By Eve, Inc	32 Finch Trl NE	Atlanta	GA	30308	(404) 907-1936
Nickie Borodko	72 Water Mill Trace	Ringgold	GA	30736	(865) 675-9714
Robert N. Bridges	826 Middlebrooke Bend	Canton	GA	30115	(470) 737-1344
Rosendo V & Georgia Bryden	1461 Log Cabin Lane	Lawrenceville	GA	30045	1-770-822-1771
G and L Buresh and Associates LLC	109 Kremer Falls Trace	Canton	GA	30114	(404) 551-5300
BELROD, LLC	6142 Arden	Douglasville	GA	30135	(404) 375-0593
The Chapman Crew, LLC	8202 Odyssey Lake Circle	Brunswick	GA	31525	(540) 842-8206
Keisha Renee Clark	1039 Concerto Ct.	Fairburn	GA	30213	(770) 964-8136
Raquel B. Collins	499 Southwell Lane	Brooklet	GA	30415	(912) 842-9389
Adventures Await, LLC	3615 Hollyhock Way NW	Kennesaw	GA	30152	(404) 819-5762
Jodi Denney & Barbara S Linebarger	4397 Mayes Farm Court	Marietta	GA	30064	(404) 348-8264
The Dyson Group LLC	5656 Jonesboro Rd Ste 111 # 344	Lake City	GA	30260	470-629-7736
Blue Manta Cruises, LLC	880 Marietta Hwy Suite 630-321	Roswell	GA	30075	(770) 650-7332
Terry Edwards	3537 Club Drive	Kennesaw	GA	30144	(770) 308-2200
Why Wait Travels, LLC	868 Union Hill Church Rd	Wrightsville	GA	31096	(757) 763-9273
ChrisAngel Fuller	913 Bryan Circle	Grovetown	GA	30813	(478) 220-8539
Carol R Gamble	102 Mallard Dr	Savannah	GA	31419	(912) 927-1929
The Red Moose Group LLC	2350 Laurel Pointe Lane	Lawrenceville	GA	30043	(404) 458-9916
CEGRANT LLC	3115 Spain Road	Snellville	GA	30039	(678) 668-8118
Lawanda M Griffeth	7991 Stillmist Drive	Fairburn	GA	30213	678-631-7583

Amanda Guay & Chad Guay	6975 W Mountain Crossing	Cumming	GA	30041	(678) 257-4922
Valerie Harris	4780 Ashford Dunwoody Rd., Ste. A483	Atlanta	GA	30338	(770) 783-5273
Hawk Travel, LLC	12065 King Road	Roswell	GA	30075	678-824-2957
Tosskey Travel, LLC	1404 Orchard Park Dr	Stone Mountain	GA	30083	(470) 444-0471
Ronald J. Hunt	1911 Grayson Hwy Ste 8-112	Grayson	GA	30017	(770) 807-0696
Jennifer Jarriel & Associates, LLC	447 Myrtle Crossing Ln	Statesboro	GA	30458	912-257-6782
Darlene S. & Mickey J. Jefferson	5472 Tyree Rd	Winston	GA	30187	(678) 809-5913
L'Anda Johnson, LLC	801 McGill Park Ave NE	Atlanta	GA	30312	(404) 260-7400
Kathleen Knitter	325 Honey Locust Ct.	Peachtree City	GA	30269	(678) 364-8610
Debbie Kogel and Crew, LLC	106 Wiley Bridge Ct	Woodstock	GA	30188	(678) 854-8000
Find Away Travel LLC	291 Wentworth Drive	Canton	GA	30114	678-880-4919
Compass Travel LLC	173 Chattahoochee Farms Dr	Newnan	GA	30263	(678) 381-6268
Global Getaways, LLC	11535 Laurel Lake Dr.	Roswell	GA	30075	(770) 282-4006
Lisa Lee	104 Sea Lane	Tybee Island	GA	31328	(912) 786-4446
Jeffrey R. Lemon	832 Arlington Dr	Columbus	GA	31907	(706) 221-5622
Desiree Maynard	1756 Harmony Hills CT	Lithonia	GA	30058	678-922-8200
Sammy T McAfee	728 Winchester Cir.	Macon	GA	31210	478-954-2495
KAPO Ventures, LLC	7494 Regatta Way	Flowery Branch	GA	30542	(404) 480-0411
Georgia McFarlin & Fred McFarlin	1855 Wellbourne Dr NE	Atlanta	GA	30324	(470) 440-5576
i Moxie Marketing & Business Solutions, LLC	2602 Legacy Walk Court	Grayson	GA	30017	(770) 400-9551

TCM Travel	301 East Gaines St.	Dublin	GA	31021	(478) 410-3202
Kevin Ott	109 Madeira Dr.	Brunswick	GA	31523	(912) 223-0655
Xenia Investments, LLC	2566 Shallowford Rd, Ste. 104-321	Atlanta	GA	30345	(404) 329-9004
P&L Travel LLC	619 Landing Way	Loganville	GA	30052	(770) 599-7013
Andy & Karen Petrunich	3455 Bulloch Lake Rd	Loganville	GA	30052	(770) 743-4383
Wandering Beagle, LLC	5715 Bobby Ct	Norcross	GA	30093	404-998-5552
Steven Porter & Valerie Porter	2820 Lake Port Drive	Snellville	GA	30039	(470) 299-5481
LS Prince & Associates, LLC	1127 Oak Arbour Ave	Lawrenceville	GA	30044	(678) 878-3075
Christo Robinson & Akilah Robinson	3312 Stone Point Way	Buford	GA	30519	(470) 326-5115
Alan Rosenbaum	5085 Morton Ferry Circle	Johns Creek	GA	30022	(770) 664-9010
Quanda Sessions	1602 Crossings Drive	Lithia Springs	GA	30122	(678) 275-5336
Sewell Enterprises, Inc.	53 East Jarman Street	Hazlehurst	GA	31539	(912) 375-3777
Jessica L. Slater	87 Thorncliff Court	Acworth	GA	30101	(770) 718-9147
Shanett Smiley	2472 Meredith Walk	Ellenwood	GA	30294	470-207-9889
Renee Stookey	5115 Hill Rd	Acworth	GA	30101	(770) 975-0419
A Warm Breeze, LLC	19 Red Apple Terrace	Taylorsville	GA	30178	(770) 684-8644
TaySyd Travel Services, LLC	3934 East First St,	Blue Ridge	GA	30513	706-946-3030
Mary Ann Thomas	P.O. Box 826	Locust Grove	GA	30248	(678) 586-3125
Bruce Tuten	59 Palmer Blvd	Savannah	GA	31410	(912) 344-9550
Van Aken Travel, LLC	980 Birmingham Road Suite 501-371	Milton	GA	30004	678-682-7722
The Travel Cure, LLC	1324	Stone Mountain	GA	30087	404 666-4484

	Rockbridge Rd				
D K Exclusive Travel LLC	1992 Windsor Creek Dr SW	Conyers	GA	30094	(562) 233-4558
Robert E Yeager	114 Barber Drive	Stockbridge	GA	30281	(770) 474-4540
Michael K. Ziegenbalg	11480 Big Canoe	Jasper	GA	30143-5111	(706) 579-5005
Heckroth & Associates	321 SW Hickory Glen	Grimes	IA	50111	(515) 259-9011
Gene Lesch	15419 Oakwood Drive	Urbandale	IA	50323	(515) 986-5027
Melody Mabbitt	1751 Madison Ave., #328	Council Bluffs	IA	51503	(712) 323-7844
Kimberly & Gregory Roose	979 210th Place	Pella	IA	50219	641-638-8001
Susan E. Conger	4230 N Ballantyne Lane	Eagle	ID	83616	208-968-9007
Kurt Crnich	237 E Wythburn St	Kuna	ID	83634	(208) 202-4027
Sharon & Ed Kevins	4986 West Palmwood Lane	Post Falls	ID	83854	208-773-0001
Scott Mitchel Enterprises, Inc	4282 Liberty Dr	Idaho Falls	ID	83406	(208) 589-3850
Stinky Feets LLC	13601 W McMillan Rd Ste 102	Boise	ID	83713	(208) 904-3714
Aaron & Amanda Adams	208 Meadow Drive	Troy	IL	62294	(618) 505-7500
Margaret M. Andrules	318 Stillwater Ct	Wauconda	IL	60084	(847) 469-8888
Sonya Bautista	3187 W. 9000 N. Rd	Manteno	IL	60950	(815) 258-3609
Lets Get Going Travel, LLC	2144 Hitching Post Lane	Schaumburg	IL	60194	630-775-8560
Karly A. Brown	126 West A Street	Belleville	IL	62220	(618) 416-6867
Winley Services Inc.	453 Raintree Dr. #3D	Glen Ellyn	IL	60137	(630) 858-5960
Bonnie L. Greenberg	6321 Pine Ridge Dr. 2D	Tinley Park	IL	60477	(708) 403-8222
Gloria Hopkinson & Alfonso Quiroz	2698 Tanaga Basin	New Lenox	IL	60451	(815) 587-2865

Casandra and Naomi Hughes	2948 Kirk Road Suite 106-361	Aurora	IL	60502	(630) 361-0006
Aaron M Janis	P.O. Box 797	Orland Park	IL	60462	(708) 301-9288
Susan Junior	310 S. Michigan	Chicago	IL	60604	(630) 542-0218
Teresa Kingsford & Timothy Kingsford	1327 Meade Drive	Lindenhurst	IL	60046	(224) 518-0189
Jennifer L. Kruse & Jeremy A. Kruse	3S284 Blackthorn Lane	Warrenville	IL	60555	(630) 791-0128
Jessica L. LaPage	310 Moody st	East Dubuque	IL	61025	(563) 580-6326
Richard R. Lynch Jr.	1412 Martin Dr.	Troy	IL	62294	618-671-1570
Cristina Madine	5418 S. Neenah	Chicago	IL	60638	(312) 574-0046
Jean-Pierre Moczalla & Dina Lee Moczalla	10920 E Riviera Dr	Spring Grove	IL	60081	815-642-5766
The Travel Gal LLC	1530 North Dearborn Parkway 8S	Chicago	IL	60610	(312) 255-7465
Steve & Barbara Porch	537 Longview Drive	Antioch	IL	60002	847-904-3888
Stephen J Prost	9933 Cummings Street	Huntley	IL	60142	(847) 341-8003
Barbara Prusinski	7400 S. Archer Rd.	Justice	IL	60458	(708) 204-7768
John Rose	803 Woodland Way	Dalzell	IL	61320-9700	(773) 779-3020
Ade Sobo	2901 S. Michigan Avenue Apt 1009	Chicago	IL	60616	(312) 260-0997
Matthew Tadla	22563 Reserve Circle	Plainfield	IL	60544	(815) 577-7655
Ira & Nancy Taubin	610 Farrington Drive	Buffalo Grove	IL	60089	(224) 400-4203
Ngoc Tran	1808 Mulberry Dr.	Montgomery	IL	60538	331-333-5002
RFT Holdings Inc	1401 North Wieland Street	Chicago	IL	60610-1216	(312) 664-4204
Valerie Westbrook	15938 Ashland Ave	Harvey	IL	60426	(708) 596-0025
Jackie Wolfskill	113 McCormick Dr	DeKalb	IL	60115	(779) 777-6077

CRUISIN' WITH SUSAN LLC	110 W Main St Apt 246	Carmel	IN	46032	317-605-0962
Carey Travel and Meetings, LLC	3358 S County Road 475 E	Plainfield	IN	46168	(317) 707-7234
Laura Gamm	348 S Washington St.	Danville	IN	46122	(317) 718-0267
Magnified Vacations LLC	8516 Charleston Ct.	Avon	IN	46123	(317) 451-4232
Michael Harris & Kyle Harris	10412 Brigs Ct	Indianapolis	IN	46256	(317) 863-0420
Lyndon & Teresa Liburd	12011 Timberfield Ct	Sellersburg	IN	47172	(812) 248-9811
Robert Maciel	570 Kensington Ct.	Valparaiso	IN	46385	(219) 246-7436
Gary K Mercer	1024 Talon Ct	Greencastle	IN	46135	765-630-3134
Preston & Associates, LLC	7516 Sand Point Apt B	Indianapolis	IN	46240	463-202-2122
Tracy Rust	303 Lambert Street	Knox	IN	46534	(574) 772-0809
Going Places Travel of Rochester, Inc.	331 Main Street P.O. Box 256	Rochester	IN	46975	(574) 223-9494
Richmond L. Walton	401 Thornberry Drive	Carmel	IN	46032	(317) 844-0140
Nichole & Wesley Wilhite	4388 Frame Rd.	Newburgh	IN	47630	812-773-8747
Nancy Wood & Joshua Wood	5844 N Carriage Lane	Alexandria	IN	46001	(765) 274-3986
Sonya Rae Yassi	1320 Bell Brook Blvd	Bluffton	IN	46714	(772) 774-7922
Sherri S. Brizendine & Mark S. Brizendine	13708 Lucille Street	Overland Park	KS	66221	(913) 766-3097
Clint D. Griffie	9247 S Stearns Ct	Haysville	KS	67060	(316) 347-8717
Angela Harvey & Rose Hilt	649 N. 61st Street	Kansas City	KS	66102	(913) 299-0363
Scott M and Tonja Higgins	15342 S Constance St	Olathe	KS	66062	(913) 406-5083
ETO Travel LLC	7835 W 151st St.	Overland Park	KS	66223	(913) 951-8790
Robertson & Terheyden LLC	1411 E Rough Creek Pl	Derby	KS	67037	(316) 448-3590
James Paul Allen, Jr.	922 Dry Valley	Villa Hills	KY	41017	(859) 331-1534

Dawn Nanette Bonte	4807 Deerfield pl.	Smithfield	KY	40068	(502) 265-7069
Stacy B Travel	4193 John Alden Lane	Lexington	KY	40504	859-514-1904
Lynna S Buckman	1429 Stagecoach Road	Frankfort	KY	40601	(502) 352-1351
David Crabtree	128 wood lane	Hodgenville	KY	42748	(757) 657-1124
Rhonda Day	3117 Grand Lakes Dr	Louisville	KY	40299	(502) 690-3333
Barbara Ellen Payne	3015 Crab Orchard Road	Stanford	KY	40484	(606) 365-1113
Bonnie Roth	2009 Northfield Dr	Louisville	KY	40222	(502) 425-6664
Shannon P Ware	4668 Saron Dr	Lexington	KY	40515	(859) 317-5983
Trinity Travel LLC	3014 Main St.	Jeanerette	LA	70544	337-276-3085
Barbara Carson & Suzanne Nobles	315 Michigan Ave	Slidell	LA	70458	(985) 265-4759
Soggy Bottom Vacations, LLC	110 Autumnbrook Dr	Broussard	LA	70518	337-330-2651
Elsayed Magdy Elrakabawy	1328 W. Esplanade Ave Apt. K	Kenner	LA	70065	(504) 201-2656
Seven-Three Properties LLC	1503 S. Chateau Circle	Lake Charles	LA	70605	(337) 477-2677
Marino Global Travel, LLC	7516 Bluebonnet Blvd #187	Baton Rouge	LA	70810	(225) 475-3750
Elite Travel Group, LLC	2124 Elwick Dr	Baton Rouge	LA	70816	(225) 612-9797
Sherri Pimentel & Charles Glover	9468 Ranch Ln	Shreveport	LA	71106	(318) 716-1482
BEING THERE DESTINATIONS, LLC	4016 Coliseum Street	New Orleans	LA	70115	(504) 930-4039
Cynthia & Stephen Torres	32068 O'Neal Drive	Springfield	LA	70462	(985) 320-7812
Christopher C. Villa, Jr	39121 Elm St	Pearl River	LA	70452	(985) 256-7100
Leslie G. Williams	8936 Reserve Oak Ave	Zachary	LA	70791	(225) 241-6154
Just Relax LLC	102	Middleboro	MA	2346	(774) 213-5557

	Saddleworth Way				
Bennett Associates Inc.	85 Strawberry Hill Road	Acton	MA	1720	(978) 263-2600
Wicked Easy Travel, LLC	73 Farm Pond Rd	Oakham	MA	1068	508-882-5500
Cindy Carrigan	755 North St	Windsor	MA	1270	(631) 360-8108
JMC Vacations LLC	917 Pine Street	Raynham	MA	2767	781-326-2058
Patti Crooks	23 Country Lane	Sharon	MA	2067	(781) 806-5944
Michael Dargan	60 Fairfield Ave	Melrose	MA	2176	(781) 662-2300
John S. Dorman	25 Rathbun St	Springfield	MA	1104	(860) 347-9551
Angela Downey	PO Box 1251	Lynnfield	MA	1940	(781) 477-7986
April K Drinkwater	25 Brookings Dr.	Kingston	MA	2364	781-291-0504
Erika & James Dulmaine	62A Timrod Dr	Worcester	MA	1603	(508) 425-7074
Hoyt Vacation and Travel Services LLC	37 Sandy Glen Dr	Holden	MA	1520	(774) 345-3699
Sharon A Hunt	1 North Ave	North Attleboro	MA	2763	(508) 226-2638
David Ingram and Denise Bishop	PO Box 1429	Arlington	MA	2474	(339) 707-0211
Julie Konselman	215 Rangeway Rd Unit 11	N Billerica	MA	1862	(978) 584-3966
Amazing Vacation Getaways LLC	25 Oak Terrace	Dracut	MA	1826	(978) 219-7422
Anne Lowenthal & Marc Lowenthal	36 Dexter Ave	Watertown	MA	2472	617-454-4501
Loni McKelvie	102 Denoncourt St.	Marlborough	MA	1752	(508) 251-0574
Robert Rose	124 Green St	Weymouth	MA	2191	(781) 331-7447
Patti Wilmot & Joe Fitzgerald	229 Reed Street	Warren	MA	1083	(413) 668-6202
Ilene and Dave Blank & Associates, LLC	11104 Douglas Ave	Marriottsville	MD	21104	(410) 992-7447
Michael & Kimberly Borgel	13101 Tannery Ridge Dr	Clarksburg	MD	20871	(864) 595-6993
TravelTrekking, LLC	13811 Westview Forest Dr	Bowie	MD	20720	(443) 569-6117
Carrie Chapman	115 Sunbrook Lane	Hagerstown	MD	21742	(301) 631-1037

Darlene Cochrane-Lee	335 E 27th St	Baltimore	MD	21218	(410) 401-4042
The Cook Travel Group LLC	5808 Winding Oaks Ct	Frederick	MD	21704	(301) 378-8645
Bonnie H Cosby	20533 Summersong Lane	Germantown	MD	20874	(301) 540-2921
Eric Crawley Jr	4763 English Ave. #308B	Fort Meade	MD	20755	(301) 323-3677
Rene Kathryn DePuy	251 Buckeye Circle	La Plata	MD	20646	301-200-8458
Marcella & David Earl	22915 Snow Leopard Dr	California	MD	20619	(240)-478-6768
Perfect Travel, Inc.	17144 Big Falls Road	Monkton	MD	21111	(410) 357-0717
Bree Glass George & Kyle George	1830 Londontowne Cir	Hagerstown	MD	21740	(301) 739-0849
Gerber & Associates LLC	10702 Hillingdon Rd.	Woodstock	MD	21163	(410) 203-0022
LaVar Gilliam	1282 Smallwood Dr. W #193	Waldorf	MD	20603	(240) 754-2123
Green Family Travel, LLC	11709 Palm Desert Place	Waldorf	MD	20602	(301) 932-7387
Blue Dream Investments LLC	121 N Denison St	Baltimore	MD	21229	(754) 777-0464
Chesapeake Travel Group , LLC	313 Crain Highway S	Glen Burnie	MD	21061	(410) 582-9112
Emerald Dreams Travel, LLC	5061 Timber View Ln	Saint Leonard	MD	20685	(410) 586-TRIP
Omar & Lynda Hiponia	5801 Nicholson Lane Apt 828	North Bethesda	MD	20852	(301) 202-9461
Richard G Holiday Sr	4138 Brittany Drive	Ellicott City	MD	21043	(410) 926-2552
Isaac & Terry Ingram	3749 Primrose Dr.	Waldorf	MD	20602	(301) 850-1578
Cordella and Arnold Jenkins	17206 Loblolly Ct	Accokeek	MD	20607	301-710-5370
Kay Lissau	13 Linlow Court	Towson	MD	21286	(410) 823-0313
Steve & Jeneva Lucianetti & Jimmie Meurrens	43331 Quail Street	Hollywood	MD	20636	301-609-1850
Madison Adventures, LLC	963 Arundel Lane	Gambrills	MD	21054	410-874-0606
Lawrence A. Maske	6100 Westchester Park Dr	College Park	MD	20740	(301) 775-8466

	Suite 1718				
Jamar K. Moore & Demarest Crawl	1808 61st Ave	Cheverly	MD	20785	(301) 772-1970
Margaret Cooper Nygaard	3334 Yorkshire Ct	Adamstown	MD	21710	(240) 6cr-uise
Diane Oliver	Suite #172 861 Washington Ave.	Chestertown	MD	21620	(410) 708-5589
Patterson & Ziglar Travel LLC	9 Tyburn Ct	Timonium	MD	21093	(410) 504-5195
Perkins Travel Group LLC	606 Falkirk Court	Abingdon	MD	21009-2734	(410) 569-7522
Pinkney Travel Group, LLC	13801 Water Fowl Way	Upper Marlboro	MD	20774	301-802-9744
Pollin Group, LLC	4701 Willard Ave Suite 221	Chevy Chase	MD	20815	(301) 656-5740
Today's Travel Pro LLC	5510 Madge Ct	White Marsh	MD	21162	(443) 386-7705
Donna Shapiro	2082 Florence Rd	Mount Airy	MD	21771	(240) 409-0330
BNS Travel, LLC	4725 Dorsey Hall Drive, #A905	Ellicott City	MD	21042	(410) 465-6263
Bramin, Inc.	3310 N Leisure World Blvd Unit 114	Silver Spring	MD	20906	(301) 208-8747
Bamm Enterprises	20960 Olen Mattingly Rd	Avenue	MD	20609	(301) 861-3024
KP Wang, L.L.C.	15107 Interlachen Drive Ste 809	Silver Spring	MD	20906	(301) 637-6590
Agatha Wise	249 Sharptown South	Laurel	MD	20724	(240) 593-0175
Belavoie LLC	24 Country Club Drive	Saco	ME	4072	(207)747-1584
Cassie Bilodeau	32 Ferguson Drive	Sidney	ME	4330	(207) 547-2330
Mary Crowley	818 Sweden Street PO Box 419	Caribou	ME	4736	(207) 498-0952
Adventure Riders International Inc.	482 North Street PMB	Calais	ME	4619	(506) 215-0325

	230				
Tom & Kim & Piffath	358 Wildwood Rd	Bridgton	ME	4009	(207) 647-2011
Travel Concierge Services, LLC	2 Gideons Way	Freeport	ME	4032	(207) 865-1789
North of Bethlehem, Inc.	1672 Hendrick Road	Norton Shores	MI	49441	(231) 780-7157
David A Carleton	13283 Little Rock LN	Hartland	MI	48353	(947) 570-1694
MKT Business Solutions, LLC	4058 Morningdale	Troy	MI	48085	(248) 658-8477
Amazing Adventure Travel, LLC	35856 Smithfield Court	Farmington	MI	48335	(248) 954-0881
Daniel P Eckert	409 Taylor St.	Grand Ledge	MI	48837	517-898-2325
Jessica Gray & Shane Gray	108 Shadowood Lane	Battle Creek	MI	49014	(269) 282-0842
Treasure The Moments Travel LLC	30396 Le Mans Drive	Farmington Hills	MI	48336	(313) 333-6429
GETAWAY VACA	150 Maryland Ave. NE	Grand Rapids	MI	49503	(616)901-8769
Julie & Miles Harring	2287 Hayfield Dr	Traverse City	MI	49685	231-632-2963
FAE Vacations, LLC	7520 Hiddenbrook Lane	Bloomfield	MI	48301	(248) 686-1115
Kenneth D. LeBeau & Eric S. Weichel	714 Locust St.	Kalamazoo	MI	49007	(269) 348-0982
S.L.A.Y.S. Travel LLC	19001 East 8 Mile Road Suite 213	Eastpointe	MI	48021	(313) 887-5237
Taylor & Zachary Lucero	5933 Wyndstone Dr	Stevensville	MI	49127	(269) 224-7287
Antoinette McGarvin, LLC	28532 Franklin River Dr., Ste. 108	Southfield	MI	48034	(248) 228-3003
DGP Cruises LLC	6809 Talbot Dr	Almont	MI	48003	(810) 798-2531
Ginger Piotter Travel LLC	13889 Jane Way	Sawyer	MI	49125	(269) 231-6066
James A. Smith & Cathy Smith	3575 Pearl Ave.	Monroe	MI	48162	(734) 384-3033
Kristen K. Snider & Terry J. Snider	1122 E. Giles Rd	Muskegon	MI	49445	(231) 747-8576

TMU Inc	2900 Allen Rd P.O. Box 1008	Ortonville	MI	48462	(248) 627-3588
Dana Wichtoski	780 E. Sand Hill Dr	Cedar	MI	49621	(231) 228-2366
Laura M Avila and Adriana A Tavares Moreno	2255 Nevada Ave S Apt 8	Saint Louis Park	MN	55426	(612) 584-2771
Juanita Bion	107 White Oaks Lane	St Paul	MN	55127	(651) 484-0466
Mary Christensen & Deanna Marez	10106 Crestridge Drive	Minnetonka	MN	55305	(952) 925-4433
DiMaggio Travel, LLC	1015 Homestead Drive	Jordan	MN	55352	(952) 807-6445
Rhonda Hayes	419 W 7th Street	Red Wing	MN	55066-0403	(651) 212-4900
Heidi Hertha Kutz Moseman	10729 Scott Ave N	Brooklyn Park	MN	55443	651-888-9487
The Vacation Factory, LLC	23995 Leo Street NE	Stacy	MN	55079	(651) 400-0419
Kimberly Tsoukalas	1252 Wagon Wheel Road	Hopkins	MN	55343	612-250-6768
Perry Webster & Rae Lee Webster	24885 Amlee Road	Excelsior	MN	55331	952-474-1979
John Becker	686 Bellerive Estates Dr	St Louis	MO	63141	(314) 307-1856
James L & Angela A Butts	12747 Olive Blvd Ste 300	Creve Ceour	MO	63141	(314) 279-3133
Shanna Fowler & Ted Zinselmeier	1054 Timberline	Fenton	MO	63026	314-686-9544
Absolute-Vacation LLC	237 E. Fifth Street # 140	Eureka	MO	63025	(636) 587-7100
Johnson-Moyneur & Associates, LLC	336 Pearson Ct	St Charles	MO	63304	(636) 429-2441
Carol & Steven Nunnery	1897 El Rio Dr	Cape Girardeau	MO	63701	(573) 334-5857
Krusin Wit Kris, LLC	121 Bradford Ln Unit 1148	Belton	MO	64012	(816) 600-1080
Kellie & Robert Washington	691 Logan Valley Dr	St Peters	MO	63376	(314) 910-9426
Amanda Fay Williams & Stanley Eugene Williams	3805 County Road 304	Fulton	MO	65251	(573) 826-2538
Arthur & Patricia Burgoyne	6830 Awini St.	Diamondhead	MS	39525	(228) 205-2584

Susan Mancil & Scot Mancil	501 Richland Circle	Richland	MS	39218	(601) 953-4478
Joseph Neely	4135 Davall Dr	Olive Branch	MS	38654	(662) 892-3601
Doug & Linda Robinson	626 S Montgomery St. Apt 36	Starkville	MS	39759	(601) 606-6423
Katherine Santos	166 Loftin Rd.	Laurel	MS	39443	601-283-4020
Lizzeth Marcos	Av. Roble #675 Col. Valle del Campestre	Monterrey	MX	66265	(956) 467-0361
Stephen F Ashworth	4213 Lauren Place	High Point	NC	27265	(336) 882-8200
Bean-March Travel Group, LLC	106 South Lombard Street Suite 102	Clayton	NC	27520	(919) 550-1711
Kristine M. Bishopp	7777 Coachman Ct.	Harrisburg	NC	28075	(704) 454-7320
Karen Boss	251 Turtle Creek Farm Rd	Apex	NC	27523	919-346-7779
Bragg Travels LLC	3644 Forsythia Trl	Clemmons	NC	27012	(336) 448-2393
R&B Investment Trading Co	36 Summitt Hill Road	Hendersonville	NC	28791	(828) 483-4345
Chambers Travel and Tours, LLC	3823 Denmeade Drive	Charlotte	NC	28269	(980) 999-2227
Charles C. Clatterbaugh & Sharon A.Fowkes	14719 Old Vermillion Drive	Huntersville	NC	28078	(704) 912-0133
Roberta Claus	1045 Bluebell La	Wake Forest	NC	27587	(813) 963-3700
Don Colt	108 Filigree Way	Durham	NC	27713	(919) 428-7530
Patricia A Cox	1726 Upper Divide Rd	Highlands	NC	28741	(828) 200-1251
CRUISEOTTER, LLC	10024 Whitethorn Dr.	Charlotte	NC	28277	704-780-1599
Dawn & Brian Dorr	1912 Oakdene Court	Fuquay Varina	NC	27526	(919) 577-6674
Travel, Tours & Cruises, Inc	3641 Speight Seed Farm Rd.	Winterville	NC	28590	252-565-7600
Tarheel Getaways LLC	1543 Cedar Grove Rd	Pittsboro	NC	27312	984-234-5099

Laura & Jonathan Dvareckas	58 Bermuda Trail	Sanford	NC	27332	(910) 518-5137
Cloud Nine Vacations,LLC	261 West Park St	Cary	NC	27511	(919) 655-5593
Linda Goes & Sharon Curl	2917 Ridgepine Rd	Apex	NC	27502	(919) 267-3663
Ashley Gravely	11720 Avaly Lane	Charlotte	NC	28277	(704) 975-5162
Kimberly & James Michael Green	19003 Meta Road	Cornelius	NC	28031	(704) 438-9749
Jack Hankins & Janette Hankins	1335 Joe Hall Road	Hope Mills	NC	28348	(843) 834-2567
Michael R. Hanlon	5040 Crown Point Lane	Wilmington	NC	28409	(910) 833-1022
Kimber Johnson, Inc.	203 South Tremont Dr	Greensboro	NC	27403-1736	(336) 691-1500
Aaron Lamb	649 Weyburn Dr	Concord	NC	28027	(704) 490-4744
World To Sea, LLC	8451 N Shoreside Way	Leland	NC	28451	(910) 408-1558
Lewis and Associates Travel Agency,LLC	227 Capistrano Drive	Winston-Salem	NC	27103	(336) 546-7768
Nikki Losada	133 Tramway Circle	Angier	NC	27501	919-902-3213
Christopher Michael Malave	231 Chandeleur Dr	Mooresville	NC	28117	(704) 458-2146
Marion H. McCurdy	16 Harrison Street	Asheville	NC	28801	(828) 450-2064
Capital Mills Group, Inc.	4732 Lonnie Dr	Rolesville	NC	27571	(919) 323-5841
M.A. Olson Enterprises LLC	1228 Heritage Hills Way	Wake Forest	NC	27587	(919) 569-5259
Mary P Groff	1016 Miners Ridge Trail	Banner Elk	NC	28604	(828) 297-1220
Toku Enterprises LLC.	5300 Deep Valley Run	Raleigh	NC	27606	(919) 789-1584
Tom & Ann's Travel Adventures LLC	5709 Silver Sky Way	Greensboro	NC	27410	(336) 665-1950
Scottie & Thomas Rader	1540 Carters Grove Road	Clemmons	NC	27012	336-766-3600
Michael S & Teri D Richards	134 Craven Dr	Havelock	NC	28532	(252) 665-3256
Veronda M Rubright	11905 Lawings Corner Dr	Huntersville	NC	28078-2310	(704) 766-1100

Christopher and Joanna Shelvin	3611 Mt. Holly Huntersville Rd. Suite 250	Charlotte	NC	28216	(980) 228-9753
Michelle Simmons	4610 Capstone Dr	Monroe	NC	28110	(704) 307-2697
Judy & John Simon	12516 Shelter Cove LN	Charlotte	NC	28216	(704) 966-8681
Accessible Cruise & Travel, Inc	628 York Institute Road	Hiddenite	NC	28636	(828) 781-5769
Harold Throne	1103 Reed Court	Holly Ridge	NC	28445	(910) 329-9934
Darci and Craig Upham	704 N Green Tee Rd.	Hampstead	NC	28443	(910) 270-6228
BLV Squared LLC	44 Seabiscuit Court	Lillington	NC	27546	(919) 343-2893
Shelia J. Williams & Ella L Johnson	807 March Ct Apt K	Wilmington	NC	28405	(910) 430-9017
Holly Woodard & Associates	1032 Altice Drive	Raleigh	NC	27603	(919) 779-3497
Deck 9 Travel, LLC	1520 Nash St N	Wilson	NC	27893	(252) 220-9919
Blue Infinity Travel	405 Timber Cut Lane	Apex	NC	27502	(919) 589-5224
Caroline P Zimmel	10106 Waterbrook Lane	Charlotte	NC	28277	203-888-0723
Legendary Dream Vacations, LLC	2203 Brighton Drive	Bellevue	NE	68123	(402) 933-5210
Karen Christensen	4012 South 83rd Street	Lincoln	NE	68506	(402) 484-5000
Linda A. Heard	18022 Edna Street	Omaha	NE	68136	402-234-2077
Jennifer Kitt & Bradley Melby	526 North Ohio Ave	York	NE	68467	(402) 366-8887
Barefoot Vacations LLC	14805 Berry Cir.	Omaha	NE	68137	(402) 990-1758
Experience Serenity Travel, LLC	4609 S. 174 Ave	Omaha	NE	68135	(402) 763-8086
Christine M Pellman	7333 N 122 Avenue Circle	Omaha	NE	68142	(402) 871-6176
Michael A. Sinn	207 Shillaelagh Blvd Suite 8	Papillion	NE	68046	(402) 988-8880
William W. Brewer	90 Wilderness Loop	Sanbornville	NH	3872	603-986-2569

M.K. Brunelle & Associates	85 collins Road	New Ipswich	NH	3071	(603) 755-6633
Lucy M. Chesna & Christopher J. Chesna	222 Central Street	Hudson	NH	3051	1-603-505-8390
Joseph P & Dwikorawati Grant	6 Fir Street	Londonderry	NH	3053	(603) 260-6524
Kidd Travel, LLC	26 Scribner Rd Unit 1	Fremont	NH	3044	(603) 244-2781
Birchleigh Partners LLC	12 Pickpocket Road	Exeter	NH	3833	(603) 580-1246
Scott B. Segrin	5 Brenner Drive	Newton	NH	3858	(603) 974-1796
Lola Altidor	3 Skiles Avenue Suite 402	Piscataway	NJ	8854	(732) 607-8180
Jason Bloomquist	11 W Main Street	Maple Shade	NJ	8052	(856) 777-6788
Pamela Brascetta	1902 Merritt Drive	Northfield	NJ	8225	609-626-2618
S & S Travel Partners LLC	60 Cannonade Dr	Marlboro	NJ	7746	(732) 410-5876
The Bulley Group LLC	30 Shenandoah Dr	Sicklerville	NJ	8081	(856) 637-3311
Kamic Cruise & Travel, LLC	111 West Holly Lane	Little Egg Harbor	NJ	8087	(609) 296-7478
Barbara A Cicalese	4D Somerset Hills Ct.	Bernardsville	NJ	7924	(973) 670-4343
Set Sail Worldwide LLC	251 Champion Way	Sewell	NJ	8080	(856) 270-6405
Book It With Janet, LLC	31 Marthas Dr	Freehold	NJ	7728	(732) 577-9150
Where In The World Travel Group LLC	41 Dundee Terrace	Freehold	NJ	7728	(732) 409-3417
Doyle Travel, LLC	432 Main St	Blairstown	NJ	7825	(908) 413-1955
GTFO Vacations LLC	15 Deerhill Drive	Ho-Ho-Kus	NJ	7423	(201) 786-6275
DREAMS by Cookie, LLC	404 Keswick Dr	Piscataway	NJ	8854	(732) 474-7176
Joseph Gervase & Madeline Gervase	32 Olden Dr	Flemington	NJ	8822	(908) 452-8000
Jamie Greenspan	35 Thistledown Street	Tinton Falls	NJ	7753	(732) 686-1749
Custom Travel Pros LLC	30 Circle Blvd.	Newfoundland	NJ	7435	(973) 874-9498
1Stop Travel LLC	1140 Robin Terrace	Millville	NJ	8332	(856) 300-5964
Honore Haughton	8 Crystal Court	Sicklerville	NJ	8081	(804) 269-1239
The ECH Group LLC	25 Avenue B	Lodi	NJ	7644	(201) 509-2743

Landry Travel LLC	1505 Wall Avenue	Burlington	NJ	8016	(609) 387-1996
Escape Artist Vacations, LLC.	12 Willowbrook Dr	Branchville	NJ	7826	(862) 354-8448
M & M Vacations Group LLC	174 Nassau Street # 189	Princeton	NJ	08542-7005	(609) 751-0439
Colleen B Robinson	9 Tuscany Drive	West Windsor	NJ	8550	(609) 371-3494
Nicole Stallworth-Roper	41 Birch Street	Jersey City	NJ	7305	(201) 484-0046
Sanray, LLC	3 American Way	Holmdel	NJ	7733	(732) 219-6800
Kim Sievers	67 Wyckoff Street	Matawan	NJ	7747	(732) 504-8301
S5 Partners LLP	107 Spring Crest Drive	Hightstown	NJ	8520	(732) 416-7887
Cruise Partners, LLC	12-45 River Road #137	Fair Lawn	NJ	7410	201-791-2098
J S Travel, LLC	7 Plymouth Drive	East Windsor	NJ	8520	(609) 448-7318
OHMYCRUISE LLC	50 IRIS CIR	GLEN ROCK	NJ	07452-3431	(201) 654-3399
Divya Tellakula Chandrashekar	15 Headley place	Iselin	NJ	8830	732-218-6674
Esprit Adventures	2 Richmond Hill Drive	Sparta	NJ	7871	(973) 512-3990
Patricia Zale	40 Buttonwood Road	Stratford	NJ	8084	(856) 566-9151
Otto T. Erdman	11605 La Cueva NE	Albuquerque	NM	87123	(505) 293-8900
Kuykendall, Inc.	2525 Rio Vista Way	Farmington	NM	87401	(505) 325-7692
WISU, LLC	5794 Hwy 518 P.O. Box 157	Vadito	NM	87579	(505) 990-1050
Gunnar E. Todal	Ole Jullums Gate 8A	Kristiansund	NO	6510	-36504
Executive Cruises of Las Vegas, LLC	10275 Maggira Place	Las Vegas	NV	89135	(702) 586-9570
Ettamon LLC	10624 S Eastern Ave Ste A-313	Henderson	NV	89052	206-376-9200
Celine Dodds	520 Arrowhead Trail #114	Henderson	NV	89015	(702) 475-6495

Daniel Etter	10630 Shiny Skies Dr	Las Vegas	NV	89129	(702) 722-3173
Cory R Finch & Andrew L Finch	7766 W. Sahara	Las Vegas	NV	89117	(702) 649-1290
Jennifer Gonzalez	5116 Golden Antelope Way	Las Vegas	NV	89139	702-333-0703
ONE TRAVEL HOUSE LLC	6815 W Torino Ave	Las Vegas	NV	89139	(702) 242-0632
Kirk Heatwole & Kristin Rastatter	7100 Grand Montecito Pkwy #4011	Las Vegas	NV	89149	(702) 546-0207
William A. Henderson	521 Montecito Dr	Pahrump	NV	89048	(775) 990-4485
Tomi Rae Holden	2475 Hiko Ave	Reno	NV	89512	(775) 800-6522
Hollobaugh Enterprises, Inc.	138 Villaggio Street	Henderson	NV	89074	(702) 435-9962
Monte & Associates LLC	6255 W. Arby Ave. #257	Las Vegas	NV	89118	(702) 707-3393
Santo & Ellen Parisi	7936 Grey Teal St.	North Las Vegas	NV	89084	(702) 649-6735
Peter Romano	631 North Stephanie Street	Henderson	NV	89014	(702) 727-4216
Kevin Scott	1020 Franklin Avenue	Las Vegas	NV	89104	702-598-0908
Vacation Anticipation Travels LLC	7761 Buckhorn Island Ave	Las Vegas	NV	89113	(702) 804-1062
Richard Acevedo	159 Benefield Blvd	Peekskill	NY	10566	(914) 737-4965
Ames Evergreen Travel, LLC	3 Caxton Street	Melville	NY	11747	(631) 424-0430
Agueda C. Batista	106-20 Shorefront Parkway	Rockaway Park	NY	11694	(718) 474-7392
Cynthia Bentsen	3426 Woodward Street	Oceanside	NY	11572	(516) 593-5309
Jill Brewer & Michael Brewer	241 Station St	Lake Placid	NY	12946	(518) 898-8079
Ed Brill	30 West 61st Street	New York	NY	10023	(212) 862-2706
A & D Enterprises	12 Carlson Way	Clifton Park	NY	12065	(631) 462-7452
Royal York Travel, LLC	16 Juniper Lane	Woodstock	NY	12498	(845) 684-0228
Susan Carpenter	215 Dates Rd	Lansing	NY	14882	(607) 227-0863
Natalie Carty Kelly	2255 Watson Ave	New York	NY	10462-5204	(347) 855-3559
Mark Casey	65-24 162 st.	Fresh Meadows	NY	11365	(718) 487-3031

	apt 7a				
Christopher Caulfield	1 Jacoby Street	Croton on Hudson	NY	10520	(914) 984-5314
Tri-Way Leisure Corp.	5 Cinque Dr	Farmingdale	NY	11735	(516) 249-2189
Tina M. Cross	15 Ichabod Lane	Ballston Spa	NY	12020	518-450-9552
CETS, Inc.	35 Mildred Parkway	New Rochelle	NY	10804-2106	(914) 235-0431
Finger Lakes Travel Network LLC	209 6th Street	Watkins Glen	NY	14891	(607) 535-2310
Sophia Facey	P.O. Box 661279	Bronx	NY	10466	(347) 920-4562
Karen Facey-Marshall	164 Castleton Ave	Staten Island	NY	10301	(917) 579-9287
Dan Cristian Fecioru	420 East Ridge Rd Apt # 1	Rochester	NY	14621	585-729-3627
Zacks Properties LLC	112-116 Main Street	Chester	NY	10918	(845) 469-7571
Charles J Foy	67 Hill Lane	Levittown	NY	11756	516-331-2353
Duane Goodwin	909 Old Stage Rd	Groton	NY	13073	(607) 838-3364
Sheila Grant	P.O. Box 4825	Ithaca	NY	14852	(607) 592-4648
Geoff and Kirstin Grant	131 Bonnie Brae Ct.	Granite Springs	NY	10527	(914) 785-8496
Christopher J. Hanna-Dorsey	150-77 116th Drive	Jamaica	NY	11434	(718) 819-9181
Indulge Yourself Travel, Inc.	PO Box 606	Hilton	NY	14468	(585) 392-7777
Andrea Plans Your Travel, LLC	243 B Heritage Hills Dr	Somers	NY	10589	914-400-5132
George Kahn & Harold Ciappa	37 Still Road	Monroe	NY	10950	(845) 782-4920
Catherine Kempf	2530 Columbus Ave.	Oceanside	NY	11572	(516) 872-1466
Michelle B. Knowles	632 Barnes Ave	Baldwin	NY	11510	(646) 844-5162
Kathleen Koehring	409 David Dr	North Syracuse	NY	13212	(315) 458-8774
Brenda Lendeborg	100 Overlook Ter. Apt. 410	New York	NY	10040	(201) 777-0165
Julia A & Gary P Liberty	25 Taylor Road	Peru	NY	12972	(518) 643-5551
Loerzel Travel & Associates Inc	1138 Wadsworth	Syracuse	NY	13208	(315) 928-4722

	Street				
Comprehensive Admin Services, LLC	1522 Coolidge Avenue	Baldwin	NY	11510	(516) 342-5836
Evangela McKenzie	138-48 226th Street	Laurelton	NY	11413	(718) 413-5405
Margarita Muniz	2 Balfour Drive	Wappingers Falls	NY	12590	(845) 632-0410
Stacy A. Murphy	341 Alpine Drive	Cortlandt Manor	NY	10567	914-755-1721
Mark Nowak & Kerry Ann Nowak	285 Tampa Drive	Buffalo	NY	14220	(716) 827-2783
DCO Enterprises LLC	3280 Sunrise Hwy Suite 263	Wantagh	NY	11793	(516) 586-5933
Guillermo H. & Eleonor Pazmino	13 Hillside Drive	Thiells	NY	10984	(845) 520-7552
Mary Beth Perini	5 Frado Ct	Stony Point	NY	10980	(845) 641-9083
Nelson & Christine Pimentel	2744 Hylan Boulevard #122	Staten Island	NY	10306	(718) 208-4698
Glenn and Andrea Pleeter	2 Lancaster Lane	Chestnut Ridge	NY	10952	(845)558-9128
Sand Dollars Int. Ltd.	1985 Berme Road	Kerhonkson	NY	12446	(845) 626-5202
Liberty Cruise Ship Center	121-18 Liberty Avenue	South Richmond Hill	NY	11419	(718) 322-4033
Glenn Read & Aric Bryant	13 2nd Street	Albany	NY	12210	518-308-8340
Wayne Rodriguez & Co LLC	405 RXR PLAZA	UNIONDALE	NY	11556	(516) 790-6749
Richard R & Mary F Ronde	7 Madsen Ln	E Northport	NY	11731	(631) 754-4084
Toadily Fun Travels LLC	1073 Kirby Place	Middletown	NY	10940	(845) 281-5173
Richard Santiago & Maria Hernandez Santiago	164 Halgren Cresc	Haverstraw	NY	10927	(845) 942-2835
Luxury Travel For Less	85 Livingston St #7D	Brooklyn	NY	11201	(917) 500-4044
Amy L. Serson	9 Crestwood Avenue	Troy	NY	12180	(518) 560-5055
Douglas St Clair & Sue Commesso	15 Valley Stream Road	Penfield	NY	14526	(585) 455-6071
Gracia Stewart	17 Crooked Pine Drive	Medford	NY	11763	(718) 772-8373
David J. Sturgeon & Bri Anne Mumley	221 Marsh	Syracuse	NY	13214	(315) 299-4479

	Drive				
GO C.R.A.I.G. Travel, LLC	226 Prospect Park West Suite 141	Brooklyn	NY	11215	917-924-1919
Dream Travels International Corporation	53 Vista Hill Road	Great Neck	NY	11021	(917) 623-0500
My Next Sailing, LLC	81A Dictum Court	Brooklyn	NY	11229	(718) 673-9003
Stacy A. Von Elm	1299 Corporate Dr. Unit 907	Westbury	NY	11590	(516) 366-5885
Varuna Travel, LLC	42005 McMahon Road	Redwood	NY	13679	(315) 965-8680
William & Marie Burch	1101 Lawndale Dr.	Tallmadge	OH	44278	330-422-8334
Corey & Brittany Burnett	3731 Herr Rd	Sylvania	OH	43560	(419) 333-1503
Tamekia Ann Cain	1371 Trade Winds Dr #202	Columbus	OH	43204	(216) 253-6836
Roger J & Dava Cansler	1488 Wyandotte Ave	Cleveland	OH	44107-4724	(216) 529-2539
Marcia and Randy DeWitt	109 Locust Curve Drive	Delaware	OH	43015	740 972-9790
All Service Travel LLC	10334 River Rock Lane	North Royalton	OH	44133	330-259-7300
Susan & Erik Essert	5453 Cecilia Ct	Cincinnati	OH	45247	(513) 202-3536
Sandra K Evans	116 N Vernon Ave	Newark	OH	43055	740-366-SHIP (7447)
Fields Travel Group, LLC	7723 Tyler's Place Blvd. Suite 155	West Chester	OH	45069	(513) 445-9377
MG Interests LLC	Historic Dublin 16 N. High St.	Dublin	OH	43017	(614) 336-8254
VACATIONLAND TRAVEL LLC	1122 Franklin Street	Sandusky	OH	44870	(419) 515-0303
Lindy L. Huff & Cynthia L. Rubosky	958 Kirwan Dr	Youngstown	OH	44515	(740) 350-8098
Deborah Hughes	6412 Birch Creek Dr	Loveland	OH	45140	(909) 584-7525
JAYNE HUTSON AND ASSOCIATES LLC	8839 Gatewood Dr	North Ridgeville	OH	44039	(440) 316-7171
K Kell Adventures, LLC	26340 Hull	Perrysburg	OH	43551	(419) 931-4479

	Prairie Rd				
Destination Travel Team, LLC	8227 Washington Ave	N Royalton	OH	44133	(440) 582-3701
Lapa Luxury Travel LLC	30628 Detroit Road	Westlake	OH	44145	(440) 937-4520
Perfect Moments Vacations, LLC	1491 Polaris Parkway Unit 180	Columbus	OH	43240	614-734-9532
JABE Travel LLC	2504 Ashwood Drive	Loveland	OH	45140	(513) 505-0228
3 Eagle Travel, LLC	503 Caroline Avenue	Hubbard	OH	44425	(330) 503-1911
JP360 Solutions, LLC DBA 360 Vacationz	251 W. Central Avenue # 185	Springboro	OH	45066	(937) 999-3250
Becky & Dale Piper, Ltd. & Diane & Vic Kordan, LLC	18667 Northrup Lane	Strongsville	OH	44149	(440) 572-7760
Sanbob LLC	11440 Brattle Lane	Cincinnati	OH	45249	(513) 882-3637
Nancy Rennie	6370 Twin Lakes	Mason	OH	45040	(513) 336-8747
Amy M & Tim Romstadt	162 Chantilly Rue	Northwood	OH	43619	(419) 754-1365
Central Point Travel, LLC	137 Commerce Park Drive Suite A	Westerville	OH	43082	614-974-0441
Amy J. Smith LLC	16325 Co Rd 23	Loudonville	OH	44842	419-651-3961
R-CrewTravelCompanyLLC,VernonValuesLLC,DebbyHughes	6412 Birch Creek Dr	Loveland	OH	45140	(513) 943-7363
Eric & Barbara Svenson	7026 County Road 44	North Lewisburg	OH	43060	(937) 612-1388
D-MAR-KAY GROUP LLC	5714 Glasgow Rd. Apt # 2	Sylvania	OH	43560	(567) 455-6501
LUV Travel Corporation	3276 Wemyss Drive	Cincinnati	OH	45251	(513) 532-9558
Cruise With Us, LLC	12 W. Benson St	Cincinnati	OH	45215	(513) 821-0280
Kristine Baugh	13501 N. Eastern Avenue	Oklahoma City	OK	73131	(405) 212-4545
What's Your Destination, LLC	17017 W. 59th St. S.	Sand Springs	OK	74063	(918) 514-0008

Sunshine Travel Vacations, LLC	424 Coalbrook Drive	Norman	OK	73071	(405) 322-5002
MT Travel Adventures LLC	1832 NW 56th St	Oklahoma City	OK	73118-1404	405-249-5922
Michelle McGinnis and Associates, LLC	5724 SE 148th St	Oklahoma City	OK	73165	405-586-4233
Heavenly Imaging Prenatal Imaging Center, LLP	455 W. Ruth Ave	Sallisaw	OK	74955	918-235-6912
Al and Sharon Travel LLC	1307 SW 24th St	Moore	OK	73170	(405) 735-7812
Kevin Waddill	735 S. Littler Ave.	Edmond	OK	73034	575-770-2287
Cammie Aguilar	151 S 25th Ave	Cornelius	OR	97113	(503) 747-5468
Monique Beikman	22760 SW 87th Place	Tualatin	OR	97062	503-310-7901
Bulldog Ventures Inc.	17549 SW Tia Terrace	Beaverton	OR	97007	(503) 259-2280
CruiseOne Milwaukie	14851 SE Topaz Ave	Portland	OR	97267	(503) 656-2125
Deborah R. Orton	2411 Meadowcreek Drive	Medford	OR	97504	(541) 776-2739
International Travel Consultants, INC	2870 NE Hogan Drive Suite E 415	Gresham	OR	97030	(503) 492-7939
On & On Inc	1132 5th St	Springfield	OR	97477	(541) 349-0036
Tracy Wart	465 S.E Cherry St. P.O Box 68	Pilot Rock	OR	97868	(541) 969-6665
Charles & Crystal Wellman	7673 SW Millerglen Dr.	Beaverton	OR	97007	(971) 245-2285
Edwin Wong	4324 SE Weedman St	Portland	OR	97222-8843	503-407-6703
Kevin Young	4332 SW Lobelia St	Portland	OR	97219	(510) 455-4545
Louis J. Abitabilo	125 Lakeview Ave	Scranton	PA	18505	(570) 955-0470
Joyation, LLC	Two Bala Plaza, Suite 300 Lucky Flirt	Bala Cynwyd	PA	19004	(215) 792-6938
Jennifer A. Bachman	119 S Sheridan Rd	Newmanstown	PA	17073	(610) 589-6183
Crystal Barnett	2340 Catharine St.	Philadelphia	PA	19146	(267) 475-7750
Ronald Beverly Sr	143 Newport	N Wales	PA	19454	(267) 217-7667

	Lane				
Vacationkids.com Inc.	1216 Greenway Lane	Kunkletown	PA	18058	610-681-7360
Michael, Kristen & Delaney Brown	2080 Linglestown Road	Harrisburg	PA	17110	(717) 635-2929
Melissa Brunst-Kotsch	2654 Crystal Drive	Whitehall	PA	18052	(610) 439-3550
Steel Town Travel, LLC	13300 St. Clair Drive	N. Huntingdon	PA	15642	412-200-5159
Exciting Worldwide Vacations, LLC	1321 Gabriel Lane	Warwick	PA	18974	(215) 742-7534
RKB Travel Group, LLC	14 East 21st Street	Northampton	PA	18067	(610) 262-0855
Robert & Katherine Camarro	5367 Lincoln Hwy	York	PA	17406	(717) 542-8884
Elegant World Travel Corporation	48 Woodlyn Acres Rd	Hawley	PA	18428	570-226-2523
T & F Enterprises, Inc.	5658 Covenant Ct	Allentown	PA	18106	(610) 984-5923
Francisco A. De La Pena	36 Turf Road	Levittown	PA	19056	(267) 838-9595
Kathleen M DeHaven	1005 Kingscote Drive	Harleysville	PA	19438	(215) 259-5000
Rhonda DeShong	1245 Sollenberger Road	Chambersburg	PA	17202	(717) 267-2180
Nicole Dorn	129 South Chestnut St	Mount Carmel	PA	17851	(703) 349-1559
Marjorie & Joseph Federanich	418 Princeton Avenue	Palmerton	PA	18071	(610) 826-4777
Travelvine, LLC	310 Center Court	East Stroudsburg	PA	18302	(732) 366-3132
Off the Grid Travel Company, LLC	41 State Street	Austin	PA	16720	(814) 647-1334
Platinum Travel Associates LLC	76 Starr Road	Sinking Spring	PA	19608	(610) 621-5797
Anick Guillaume Gornish	41 HUTTON LANE	GARNET VALLEY	PA	19060	(646) 641-1875
Stacy & Patricia Harrison	895 Lilly Hill Rd	Bath	PA	18014	(610) 837-7958
Paradise Bound Travel LLC	2826 Mountain Laurel Drive	Furlong	PA	18925	(267) 840-9230
Maureen & Brian Hilker	1224 Linden Vue Drive	McMurray	PA	15317	724-743-2869

Christopher & Jenelle Hornick	Chris Hornick-Dream Vacations 19 Greystone Crossing	Pleasant Hill	PA	17042	(717) 639-3763
LNP Vacations LLC	617 TWISTED OAK LANE	Effort	PA	18330-8091	(570) 213-9120
Mattie Benita Johnson	913 Marlyn Road	Philadelphia	PA	19151	(215) 667-9684
Moments & Memories Travel LLC	320 Lynne Dr	Mt. Wolf	PA	17347	(301) 788-5838
Lyman Travel Group, LLC	13255 Stamper Road	Brogue	PA	17309	717-373-0015
Thomas F. Margiotti	316 Manor Road	Lafayette Hill	PA	19444	(610) 940-4742
Vincenzo Merante	410 Salem Drive	Pittsburgh	PA	15243	239-848-1267
Diane and Timothy Minnich	225 Stratford Drive	Churchville	PA	18966-1345	(215) 357-1580
Moore Travel Group, LLC	1502 Celebration Circle	Bridgeville	PA	15017	412-914-8347
Nancy Morales-Adams and Juan Adams	3308 Route 940 Suite 104-227	Mt. Pocono	PA	18344	(570) 216-1264
Ellen Overcast	181 West Main St	Kutztown	PA	19530	(610) 781-6950
Peabody Travel Group LLC	1135 Brintons Bridge Rd	West Chester	PA	19382	(856)376-3696
Trudy K. Radick	327 Bowyer Lane	Lititz	PA	17543	(717) 569-6520
Dennis Rhoads	4700 Perkiomen Avenue	Reading	PA	19606	(610) 898-1875
Tara Rhodes Travel, LLC.	338 Slocum St.	Swoyersville	PA	18704	(570) 230-3999
Jerry & Joanne Roush	5 Valley Street	Lewistown	PA	17044	(717) 363-8132
Nancy Rudy & Linnea Rudy	201 Scarborough Lane	Millersville	PA	17551	717-871-0574
Searle Travel Group LLC	834 Redwood Avenue	Wyomissing	PA	19610	(610) 750-9132
Seas Your Journey Travel, LLC	130 Vida Lane	Dover	PA	17315	(717) 467-8335
J Clyde Smith III	5263 Spring Road	Shermans Dale	PA	17090	(717) 275-1222
Skye Strausbaugh & Cindy Martin	892 Front St.	Whitehall	PA	18052	(484) 294-5923
Sokunvery Var	377 Sawgrass Dr	Allentown	PA	18104	(484) 550-6092

Paul W. Vincent	188 North Hawthorne Drive	Altoona	PA	16602	(814) 207-1038
Michael F. Viola	4327 Ravenswood Road	Allentown	PA	18103-9676	(610) 967-9736
Cheryl & Bob Whipple	915 Harmony Hill	Lebanon	PA	17046	(717) 639-3551
Travel Wonders, LLC	836 N 24th Street	Philadelphia	PA	19130	(215) 817-8304
Mark J. Young	39 Olde Mill Court	Lititz	PA	17543-8323	(717) 581-1222
Phillip M Zook	2937 Adams Dr	Chambersburg	PA	17201	(717) 251-2898
RIGHT CHOICE VACATIONS, LLC	75 Marion Avenue	Pascoag	RI	2859	(401) 441-5988
Panda Tours, LLC	37 Sherwood Ave	North Providence	RI	2911	(401) 349-3566
Michael Zuller	121 Fairfax Dr	Warwick	RI	2888	401.639.6476
Linda Diane Allen	608 Boulevard	Anderson	SC	29621	864-225-3650
Jeffrey Argenio & Dianne Johnson	2011 N Highway 17 Unit 2300F	Mount Pleasant	SC	29466	(843) 442-5185
Angela T. Curtis	151 B Tibton Circle	Myrtle Beach	SC	29588	843-293-2805
JDVacations, LLC	1845 Kilkenny Drive	Lake Wylie	SC	29710	561-634-0404
Thomas J. Dube, Jr. & Carey L. Cooper	249 Clayburne Dr	Goose Creek	SC	29445	843-900-0099
Your Travel Crew, LLC	314 Bellerive Dr	Duncan	SC	29334	(864) 214-6099
Tony & Christy Ford	32410 Dunbar lane	Indian Land	SC	29707	803-228-0728
Tracie R. Foster	4230 Hwy 9	Boiling Springs	SC	29316	864-707-0878
Anthony J. & Michelle W. Gach	735 Chisholm Rd	Myrtle Beach	SC	29579	843-796-4564
Angela M.Geiger & Kari Vest	5 Mitchell Spring Ct	Simpsonsville	SC	29681	(864) 438-1837
Josephine R. Hardy	6365 Cougar Way	Wedgefield	SC	29168	803-494-7746
Hardy & Associates LLC	10 Cades Ct.	Irmo	SC	29063	(803) 407-3500
Carol & David Howell	293 Red Fox Lane	Chesnee	SC	29323	864-497-8264
Anthony L. Jackson	25 Heartstone Cir	Bluffton	SC	29910	(843) 707-2398
Quentin Lott	3102 Trotters Run Ct	Aiken	SC	29803	(803) 357-9310

Kim M Maher	111 East Marion Ave #207	North Augusta	SC	29841	(803) 202-0286
Ark Enterprises, Inc.	3504 Highway 153 Suite 9	Greenville	SC	29611	(864) 281-0900
Joe D Mesimer & Ingrid G Graves	143 E Pleasant Colony Drive	Aiken	SC	29803	(803) 649-4108
Natalie K & Benjamin L Montgomery	1931 Blackstock Road	Pauline	SC	29374	(864) 278-3015
Eric M. Parter	7 Duffie Court	Columbia	SC	29229	(803) 818-2378
Logan & Elise Phillips	216 Bronze Bluff CT	Lexington	SC	29073	(443) 889-3141
Myrtle Beach Travel LLC	3608-B Highway 17 South	North Myrtle Beach	SC	29582	(843) 427-0457
Belinda Sue & Chelsea Amber Pinell	3553 Rutherford Rd	Taylors	SC	29687	864-244-1288
Sylvia Proctor	1641 Montclair Dr.	Surfside Beach	SC	29575	(843) 650-5386
Larry D & Dorothy M Shirley	3153 Stanyarne Dr.	Charleston	SC	29414	843-763-6207
Jill Stein	6 Duck Lane	Isle of Palms	SC	29451	(843) 810-6080
Verderia Stockman	2112 Drewman Place	Clover	SC	29710	843-437-7446
Stump Management Group, LLC	209 Annatto Way	Tega Cay	SC	29708	(540) 797-8090
Patricia L. Thompson	70 Mingo Drive Unit 3E	Pawleys Island	SC	29585	(843) 979-0114
B.Tolleson, Inc.	179 Sherbert Street	Roebuck	SC	29376	(864) 587-1711
Ronald J. Vernicek	234 Landing Lane Sun City Hilton Head	Okatie	SC	29909	(843) 689-6100
Rhonda & Christopher Wegmann	25 Lynah Way	Bluffton	SC	29909	(843) 524-7564
Darla M and Michael B Erb	707 W 41st St., Suite 107	Sioux Falls	SD	57105	(605) 400-4243
Getaway Crew, LLC	514 Americas Way # 7303	Box Elder	SD	57719-7600	(404) 388-3358
Richard & Barbara Klein	204 Summerwood Dr	Watertown	SD	57201	(605) 252-5900
Ian Bentley	2288 Gunbarrel Rd.	Chattanooga	TN	37421	(423) 702-6931

	Ste. 154-150				
Amanda Biggerstaff	8919 Kilbirnie Cove	Germantown	TN	38139	(901) 800-6091
Booksmart Strategies, LLC	110 Sanders Ferry Road Suite 3	Hendersonville	TN	37075	(615) 537-2580
Scott & Kathy Chippendale	411 Lone Ridge Lane	Clinton	TN	37716	865-888-9212
Sharon Colbert-Sanders	261 Veterans Parkway Suite 1008	Murfreesboro	TN	37128-6450	615-627-8717
William Criss	1876 Vinton Ave.	Memphis	TN	38104	(901) 725-7799
Heather & Neil France	370 S. Lowe Ave Suite A-202	Cookeville	TN	38501	931-854-1682
See 2 Sea Travel & Adventures, LLC	7225 Ole Nottingham Drive	Antioch	TN	37013	(615) 656-0100
Donald Gonce	273 Emory Church Rd	Kingsport	TN	37664	(423) 212-2871
Carole Gray	12091 Brooks Village Dr.	Arlington	TN	38002	(901) 290-5443
Stephen Guyer	9060 Haileys Pond Drive	Ooltewah	TN	37363	(423) 599-3032
Jennifer Killebrew & Associates	335 Knob Hill Private Dr	Blountville	TN	37617	(423) 212-2211
Jeffrey S. Laudieri & William D. Peyton II	5055 Donovan St	Franklin	TN	37064	(615) 807-1614
Hotspot	1412 Live Oak Circle	Knoxville	TN	37932	(865) 403-9211
Preferred Travel Partners, LLC	2615 Medical Center Parkway Ste. 1560	Murfreesboro	TN	37129	(615) 861-1661
Debbie Rosenthal	1779 Kirby Parkway #1, Box 328	Memphis	TN	38138	(901) 682-5600
Valerie W. Russak	2691 Bryant Rd.	HIXSON	TN	37343	423-826-7777
Robert Ryder	919 Conference Dr Suite 4-285	Goodlettsville	TN	37072	615-757-3706
Heather Schreader	1664 West Wilson Blvd	Mount Juliet	TN	37122	(615) 583-9460
James Selleh, LLC	5300 Lenox Rd	Brentwood	TN	37027	(615) 300-0217
Wayne Tucker, Jr.	2328 Cabin	Nashville	TN	37214-	(615) 889-9730

	Hill Road			3707	
Rhonda & Kevin Wax	2385 River Road	Murfreesboro	TN	37129	(615) 895-1633
Dale & Jacqueline Willis	4317 W. Sparrow Springs Loop #104	Bartlett	TN	38135	(901) 413-9932
Adoracion G. Agustin	9306 Maplecrest Dr.	Houston	TX	77099	(281) 205-4270
Monte R. Akers	5223 Royal Walk	Houston	TX	77069-1928	(281) 880-7337
Our Travel Rates, LLC	3907 Tavenor Ln	Houston	TX	77047	(832) 722-1838
HDS Business Systems, LLC	101 E. Park Blvd Suite 600	Plano	TX	75074	972-200-7901
Anderson.Travel, LLC	31 Camden Oaks Lane Bentwater on Lake Conroe	Montgomery	TX	77356	936-229-3279
Blue Diamond Cruises LLC	2201 Long Prairie Road Suite 107-286	Flower Mound	TX	75022	(318) 459-8358
Elizabeth Andrino	3032 Indigo Trail	Round Rock	TX	78665	(512) 744-8961
Anthaume Enterprises,Inc	7700 Hilton Head Dr	McKinney	TX	75072	(972) 437-0055
Anna M. Arjumandi	8210 Cabrillo Landing Court	Katy	TX	77494	832-407-6041
James Ball & Associates LLC	8810 Summer Creek Drive	Spring	TX	77379	(281) 379-4456
One World Travel Destinations, LLC	249 East 27th St	Houston	TX	77008	(713) 999-1021
Arlando Bass	7827 Robin Cove	Selma	TX	78154	(210) 281-5217
Xventures LLC	3805 Julian Lane	Leander	TX	78641	(512) 200-4661
Sharla Belcher & Steven Belcher	6312 Brynwyck Lane	North Richland Hills	TX	76182	(817) 576-8105
Stingray Travel, LLC	2105 Statler Drive	Carrollton	TX	75007	(972) 395-5263
Lilian Janet Blinn	3414 Herons Pointe Ln	Katy	TX	77494	(832) 437-8381
Dreamboat Cruises, LLC	12303 Broken Bough Drive	Houston	TX	77024	281-370-3478

Lynette Borrel & Steven Smith	5300 N Braeswood Blvd Suite 4-386	Houston	TX	77096	(713) 589-2033
Platinum Vacations LLC	1450 W. Grand Parkway, Ste. G216	Katy	TX	77494	(713) 730-9727
D & D Travels, LLC	2501 Great Bear Lane	Denton	TX	76210	940-243-7804
Buske Travel Group, LLC	127 Pecan Valley Dr	Bullard	TX	75757	(903) 530-5744
Maria Luisa Campbell	13811 Overbrook	Houston	TX	77077	(281)407-4189
Barefoot Travel Agency, LLC	11185 Pagewynne Drive	Frisco	TX	75035	(972) 581-9551
Suncatcher Travels, LLC	4245 Jenny Lake Trail	Fort Worth	TX	76244	(817) 350-4434
Rhonda & Brent Craig	2800 E Whitestone Blvd Ste 120 PMB #149	Cedar Park	TX	78613	(512) 456-0164
Catherine E. Croft	15116 Cedar Street	Santa Fe	TX	77517	(409) 925-7752
K.D. Cunningham Group LLC	10502 Royal Estate	San Antonio	TX	78245	(210) 757-3634
Sunny and 75 Vacations LLC	6202 Coastal Dr.	McKinney	TX	75071	(972) 346-5186
Gregory and Cathy Cyrus	4835 Texoma Dr.	Frisco	TX	75033	(972) 529-3672
Showtime Travel Agency LLC	1019 Turner Ave	Dallas	TX	75208	(214) 227-9767
Daniel Davila	6722 Empire State Drive	Corpus Christi	TX	78414	(361) 233-0266
Ricardo Del Papa	1515 Main St Apt.419	Houston	TX	77002	(305) 775-9219
Sunit Deora	14 Ranchers Trail	The Woodlands	TX	77389	(281) 941-5183
Top Deck Cruises & More LLC	126 S. Mill Trace	The Woodlands	TX	77381	(281) 298-4343
Tranquility Travel LLC	2104 Brook Haven Drive	League City	TX	77573	(832) 600-9068
Kathy Dowling & Jessica Smith	18518 Carousel Creek Ct	Cypress	TX	77429	(979) 436-3339

Leonard & Jobelyn Dumo	Laura Elizabeth Trail	Mansfield	TX	76063	(682) 222-0509
Kenneth R & Robin L Dunham	2019 S 7th St	Temple	TX	76504	(254) 239-8500
Jeané Elliott Bennett	2709 Wildflower Drive	Killeen	TX	76549	(909) 990-1124
Rick Emery & Natalene Emery	403 Hogle St	Weatherford	TX	76086	(817) 550-6653
Andrew & Ann Engelbrecht	31115 Pine Rose Drive	Spring	TX	77386	(832) 562-3878
Little Legacy, Inc.	1530 Sun City Blvd Ste 120-242	Georgetown	TX	78633	512-819-1536
Gaylen & Rainy Fincher	401 S Kenwood Rd	Texarkana	TX	75501	(903) 824-7040
Pineapple Compass LLC	10130 Shadyview Dr	Dallas	TX	75238	(972) 803-3255
Ed Gagliardo	701 Bradfield	Garland	TX	75042	(972) 276-2080
Gallaghers Getaways, LLC	10018 Galileo Ln	Rosharon	TX	77583	979-218-7797
Rolando Galvez	8102 Livingston St.	Houston	TX	77051	832-266-0147
Misael & Jennifer Garcia	20014 Redwick Ct.	Spring	TX	77388	(832) 585-1484
Brandy Glass & Treasure LaFollette	2350 FM 980	Huntsville	TX	77320	(936) 594-9019
DiKayda Travels, LLC	824 Kinwest Pkwy Apt #110	Irving	TX	75063	(469) 779-0258
Robert Grainery	2600 E. Southlake Blvd. Suite #120-199	Southlake	TX	76092	(214) 530-2332
Sheri Green	12564 Wethersby Way	Austin	TX	78753	(512) 796-8428
Richard T. Greenway	650 N. Leora Ln #1538	Lewisville	TX	75056	469-289-6940
Resorts Cruises Tours, LLC	4007 Alamo Drive	Mansfield	TX	76063	817-405-7065
Grishman & Voyles,LLC	6909 Mill Falls Drive	Dallas	TX	75248	(214) 793-8615
Michael J & Pam A Guilbeau, ACC	5303 N Main	Vidor	TX	77662	(409) 786-2615
Mary S. Henderson	3300 Evie Ct.	Arlington	TX	76016	(817) 226-7005
Herbert Bishop Group, LLC	2504 Coral Cove Ct.	Arlington	TX	76001	(817) 600-0290

Frank Houston, Inc	2714 Lake Villa Drive	Missouri City	TX	77459	(832) 872-2714
Carlene Hurst and Michael Hurst	301 Gann St.	Georgetown	TX	78626	(512) 956-8357
Leslie & Michael Jaco	4225 Sienna Pkwy, Suite 120	Missouri City	TX	77459	713-303-0650
Cory & Heather Jennings	1106 W Missouri Ave	Midland	TX	79701	432-242-1871
Carol Jeter & James Jeter	664 Featherstone Dr	Rockwall	TX	75087	(972) 767-8705
Kaisner Cruises LLC	14004 Echo Lane	Austin	TX	78732	(512) 607-6635
Magic Moment Vacations, LLC.	26502 Leafton Lane	Magnolia	TX	77354	(281) 255-0584
Cyn's Dream Destinations LLC	8992 Windjammer Lane	Montgomery	TX	77316	936-206-3176
Kevin & Kathy Kelly	1110 Slumber Pass	San Antonio	TX	78260	(830) 714-4420
Melanie Keplar	8856 Paintbrush Drive	Amarillo	TX	79119	(806) 622-8126
Narmin Kermally	606 Moss Hammock Way	Sugar Land	TX	77479	(713) 560-7016
Martha Ketchum & Margielyn Miranda	1489 Country Club Rd	San Angelo	TX	76904	(325) 234-4410
Stephanie Khamou	2929 Allen Parkway Ste. 200	Houston	TX	77019	832-830-1012
Samuel Knight	2107 Ripple Bend Ln	Pearland	TX	77581	832-288-2313
Michael & Jennifer Knuckles	3115 San Saba Ct	Rockwall	TX	75032	(972) 200-7240
HBL Cruises Inc	10701 Corporate Dr #112	Stafford	TX	77477	(281) 724-8260
Amanda & Paul Lara	1499 Regal Row Ste 309	Dallas	TX	75247	(214) 905-4345
Lorraine & Richard James Larrew	6017 Reef Point Ln Suite 125	Fort Worth	TX	76135	(817) 888-5633
Earl Lee	4116 S. Carrier Parkway Suite 280-PMB771	Grand Prairie	TX	75052	(469) 909-4011

Eric F. Long	4003 Buckhaven Cove	Cedar Park	TX	78613	(512) 861-5753
Enchanted Vacation Travel, LLC	1220G Airport Fwy #601	Bedford	TX	76022	(469) 465-5754
Rachel Marin, Keri Hendon & Sheri Irwin	3872 Hwy 64 West #109	Tyler	TX	75704	903-343-2310
Stacy Y Marlin & Samuel Bryan Marlin	401 Wiltshire Dr	Hutto	TX	78634	(254) 265-6066
Danelle Mashia	19207 Autumn Briar Ln. Unit B	Tomball	TX	77377	(832) 225-6235
Sterling Travel Adventures, LLC	417 Rolling Oaks Ridge	Cedar Hill	TX	75014	(972) 421-8687
Lynda Maze	23306 Bison Cyn	San Antonio	TX	78261	(210) 858-8425
Deedra & John McCann	6917 Golf Green Dr	Arlington	TX	76001	(817) 672-5744
Henry McEwin	105 Shady Wood Court	Weatherford	TX	76087	(817) 594-3096
Tiel McKee	1954 Kempwood Loop	Round Rock	TX	78665	512-983-2928
Pennie K McKenery	900 County Road 320	Bertram	TX	78605	512-265-3434
Mac's Travel LLC	3314 Jasons Way	Marion	TX	78124	(210) 870-7203
Lainey Melnick	1503 Canyon Edge Dr	Austin	TX	78733	(512) 799-0626
Billy Jack Miller	6421 Winifred Drive	Fort Worth	TX	76133	(817) 386-7086
Infinity Travel Planner, LLC	6813 Mason Drive	McKinney	TX	75070	(972) 886-8166
Kevin Lee Moon & Cinnamon Ann Moon	2487 Big Sky Trail	Ponder	TX	76259	(940) 479-0062
East Texas Cruises, LLC	121 Timber Creek Court	Lindale	TX	75771	(903) 882-8278
Jennifer Nelson	15943 Kings Cypress Ln	Cypress	TX	77429	(832) 925-9508
Rodger & Janette Nestor	17702 Garnercrest Dr	Houston	TX	77095	(281) 855-4167
Richard & Marlene Orona	526 Rosinweed Dr	Spring Branch	TX	78070	(830) 885-6545

Nicole M. Petit & Phillip R. Petit	330 Lake Park Road Suite 110	Lewisville	TX	75057	972-893-1999
Melissa Pittman	1150 Wake Forest Drive	Lewisville	TX	75077	972 219-4626
Brian R Ponce	2508 Eastern Sky St	El Paso	TX	79938	(575) 808-8840
Debra K. Pope	4242 Gulfbreeze Boulevard #905	Corpus Christi	TX	78402	(214) 578-4445
Larry and Frances Price, Partners	16719 Frigate Drive	Friendswood	TX	77546	(281) 648-4455
Paige Ragsdale	2068 US Hwy 277N PO Box 1204	Eldorado	TX	76936	(325) 340-1314
My Cruise & Travel Group, Inc	9923 Enchanted Stone	Houston	TX	77070	(832) 937-7441
Asmita & Hafeez Rangwala	8014 Stoneyway Dr	Houston	TX	77040	(281) 980-2245
Sonia & Bryan Rectenwald	10103 DaVinci Court	Iowa Colony	TX	77583	(281) 767-7003
Curtis V. Regester	303 Chase Oaks Place	Fredericksburg	TX	78624	(830) 998-0560
Patricia Riley	8 Woodland Trl	Belton	TX	76513	254-220-4920
Marlen Roel	1953 E Goodwin Rd.	Palmview	TX	78574	(956) 205-0402
WhataRush Vacations, LLC	9319 Taylor Cliff Ln	Cypress	TX	77433	(281) 809-7982
Nadia Sahari	1712 E. Riverside Dr #170	Austin	TX	78741	310-990-0970
Reginia Sanborn, Kelly Owen & Austin Owen	603 Cardinal Drive	Ovilla	TX	75154	(469) 719-0255
Animus Premier Quality, LLC	2133 Range Rd	Seguin	TX	78155	830-358-3737
Ketki Shah	21101 KINGSLAND BLVD	KATY	TX	77450	(281) 450-2718
Anthony & Barbara Shelton	1622 Woodcrest Lane	Carrollton	TX	75006	(972) 446-2739
Mariola Smith	502 N. Pacific	Mineola	TX	75773	(903) 569-5002
Gene Sowell	6526 Holden Mills Drive	Spring	TX	77389	(281) 516-9797
Marjean Sprinkle	P.O. Box 8261	Lumberton	TX	77657	(409) 751-6062

Sea to Sand Destinations LLC	2321 Nocona Drive	Prosper	TX	75078-7210	(972) 346-6444
Raymond & Robin Stowe	527 21st Street, #119	Galveston	TX	77550	(409) 877-5357
Rosalyn D.Taylor & Marcus D.Taylor	3405 Noblewood Ct	Pearland	TX	77584	(832) 288-4079
Masala Cruises Inc.	2721 Fieldstone Street	Sugar Land	TX	77478	(281) 277-6874
Sarah A Thomas & Jackie L. Thomas	2678 Red Bud Way	New Braunfels	TX	78132	(830) 632-2700
Park Cities Travels, LLC	25 Highland Park Village #100-355	Dallas	TX	75205	214-414-2816
Big D Cruises LLC	3824 Cedar Springs Rd #559	Dallas	TX	75219	(214) 254-4980
Leeann Tietz	909 Little Creek Trail	Red Oak	TX	75154	(817) 473-8590
TNT Travel Group LLC	2601 Las Cruces	Deer Park	TX	77536	(281) 816-7792
Eldorado Group, Inc.	1721 Woodbridge Dr	McKinney	TX	75070-3900	(972) 562-1435
Karen and Abel Vasquez	5250 Hwy 78 Suite 750-527	Sachse	TX	75048	469-360-7423
Sea To Shining Sea Tours, LLC	631 W. Ligustrum Blvd.	Robstown	TX	78380	(845) 926-7366
Julia A. Vowell	3407 Palm Desert Ln.	Missouri City	TX	77459	281-832-4441
AMW & Associates LLC	521 Chasewood Dr	Grapevine	TX	76051	(817) 224-2298
James E. Washington & Sarah D. Collazo	14 Norwood Street	Houston	TX	77011	(713) 305-4117
Wayne W. Wassom	3027 Pheasant Run Drive	Kingwood	TX	77339-2417	(281) 358-1605
T & A Waters Inc.	15037 South Padre Island Dr Ste B	Corpus Christi	TX	78418	(361) 949-1011
Nancy R. Williams	PO Box 1715	Seminole	TX	79360	(806) 282-1702
Brian Williams & Sheena Williams	3306 Thomas Kincheon St Unit A	Austin	TX	78745	(512) 853-9830
Having Fun Travel and Cruising	7511 Omaha	Baytown	TX	77521	(281) 860-2038

	Drive				
Tonya Wogomon	1107 Lone Ivory Trail	Arlington	TX	76005	(817) 706-1507
Ellen Yates & Associates	5960 W. Parker RD #278-349	Plano	TX	75093	(469) 808-0422
Adriana & Marc Zak	3614 Ridge Dawn	San Antonio	TX	78247	(210) 549-4759
Joyce Zeldis, David Trevino and Jonathan Garza	1301 Lark Ave	McAllen	TX	78504	(956) 358-2755
Tim Blackwood & Amyanne Wuthrich	3622 S Granite Oaks Cove	Salt Lake City	UT	84106	(801) 889-2717
Travis Carlton and Makell Carlton	1321 East 1500 North	Lehi	UT	84043	(801) 770-3122
Citizen Partners, LLC	6975 South Union Park Avenue Suite 600 Office 678	Cottonwood Heights	UT	84047	(385) 285-4636
Your Way Travel, LLC	2868 Washington Blvd	Ogden	UT	84401	801-791-1619
Kimberly S. Lee	1069 River Hill Drive	Spanish Fork	UT	84660	(385) 200-1445
Michael P McPhie	PO Box 2201	Provo	UT	84603-2201	(801) 375-8900
Dennis Nelson	PO Box 2047	Salt Lake City	UT	84110	(801) 280-9954
Lawrence Alan Schaack	55 N. Main St. STE C	Bountiful	UT	84010-6233	(801) 294-5099
Jerome A. & Viveca Starks	1869 E. Sego Lily Dr	Sandy	UT	84092	(801) 738-7777
Top Quality Service, Inc	21 Hannah Circle, Suite 101	Waynesboro	VA	22980	(540) 942-8791
Armiger & Associates LLC	413 E. Laurel Avenue	Sterling	VA	20164	(703) 421-8400
Melissa Badami	9 Westbrook Lane	Stafford	VA	22554	(540) 277-3136
Angela Bafile	10705 Spruce Street	Fairfax	VA	22030	571-302-8111
John G Barnhart	1100 Gum Ave	Grottoes	VA	24441	(540) 242-8222
DKCruises, LLC	9803 Solitary Pl	Bristow	VA	20136	(703) 468-2219
Its All About Travel, LLC	3708 Seasons Lane	Richmond	VA	23223	(804) 994-4131

Cummings-Watkins & Associates LLC	5868 Mapledale Plaza Ste #204	Dale City	VA	22193	571-659-4633
Global Initiatives Inc	8230 Old Courthouse Rd Suite 210	Vienna	VA	22182	(301) 807-7649
Gina Davis	106 W Randall Ave	Norfolk	VA	23503	(757) 541-2828
Lynda J Dodd	15469 Cagney Court	Woodbridge	VA	22193-1061	(703) 670-2329
Stacy Evans	13211 Willow Point Dr	Fredericksburg	VA	22408	(540) 907-4811
Tiffany & Travis Falls	463 Kildare	Front Royal	VA	22630	(540) 692-6428
Patricia Ferrari	11706 Spyglass Road	Fredericksburg	VA	22407	(540) 736-8075
Joyce Gabriel	604 N York Rd	Sterling	VA	20164	(703) 850-9159
David C. Giffen	212 James Rd.	Danville	VA	24541	(434) 822-0908
Erica & Clarence Grady	109 Hollister Lane	Stafford	VA	22556	(540) 788-2838
Hanna Travel & Associates, LLC	525-K East Market Street # 285	Leesburg	VA	20176	(571) 358-3286
Vera Heitkemper	6452 Brightwell Ct	Williamsburg	VA	23188	(757) 817-3788
James Houde	12606 Little Stones Ln	Herndon	VA	20170	(703) 437-4280
Roxane Hudson	3077 Proffit Rd	Charlottesville	VA	22911	(434) 277-0028
Marquis Jones	507 Roosevelt Blvd Apt. C618	Falls Church	VA	22044	(276) 221-1746
Kauffman Travel Team LLC	13840 Booker T Washington Hwy Suite C-1	Smith Mountain Lake	VA	24121	(540) 525-2004
Insaf Khan	6560 Backlick Rd, Suite 214	Springfield	VA	22150	703 260-1811
Michelle Kotizan & Ben Kotzian	5937 Delong Mulroy Ln	King George	VA	22485	(540) 235-8785
Stephanie & Brian Kreiter, LLC	31 Jefferson Dr	Palmyra	VA	22963	(434) 589-6648
Dana McDaniel & Associates, LLC	108 Cedarcrest Drive	Waynesboro	VA	22980	(540) 416-0009
J & K Sail Away LLP	5321	Roanoke	VA	24018	(540) 728-0607

	Peregrine Crest				
Rich & Maria E. Phiboonphanuvat	5810 Kingstowne Center Dr Suite 120-154	Alexandria	VA	22315-5711	(703) 717-5655
Felix & JoAnn Rucker	6948 Fox Brush Trail	Moseley	VA	23120	(804) 608-5190
Let's Go On An Adventure, LLC	3842 Mapuche Trl	Powhatan	VA	23139	(434) 414-2886
Ellen Seaton & Ruthann Seaton	1258 Hillock Crossing	Virginia Beach	VA	23455	(757) 938-5056
Cory Shackelton and Shellee Morris	2217 Newbern Lane	Virginia Beach	VA	23451	(757) 386-4680
Cheryl L. Simpson	3708 Matura Lane	Woodbridge	VA	22192	(703) 646-VACA
Sandy Bottom Travel LLC	901 Glenda Cres	Chesapeake	VA	23322	(757) 746-4391
Susan A Sondej	12700 Lakestone Drive	Midlothian	VA	23114	(804) 379-3683
NOD LLC	1643B N Van Dorn St	Alexandria	VA	22304	(443) 607-8694
Tina D Steffey & Brett B Steffey	901 15th St S, #611	Arlington	VA	22202	(317) 698-6323
M & R Travel Services LLC	20318 French Open Ct	Ashburn	VA	20147	(703) 858-9933
Impressive Vacations LLC	1274 N. Great Neck RD	Virginia Beach	VA	23454	(757) 716-9968
Tomaselli Vacations LLC	214 Dartmoor Drive	Stephens City	VA	22655	540-931-0665
Beverly S Mittelstadt	9 Morningside Commons	Brattleboro	VT	5301	(802) 490-2835
Stewart Vacations, LLC	182 High Street	Plainfield	VT	5667	802-793-9720
Vacation ASAP, LLC	3912 S Regal #202	Spokane	WA	99223	(509) 720-6984
Margaret Beckhoff	3914 S Street	Vancouver	WA	98663	(360) 253-8501
Raymond Bruno & Elsa Bruno	20328 Damson Rd	Lynnwood	WA	98036	(425) 647-8471
Marvel Away Travels Inc	4843 Terrace Dr NE	Seattle	WA	98105	(206) 960-8095
Astara Travel, L.L.C.	43321 SE 176th St	North Bend	WA	98045	(425) 363-3977
Pinnacle Cruise and Tour, LLC	24110 SE 22nd St	Sammamish	WA	98075	(425) 961-0330

Sara & Michael Gamble	11018 59th Ave W	Mukilteo	WA	98275	(425) 312-7972
Robert W Holroyd	19215 SE 34th St. Suite #106-332	Camas	WA	98607	(360) 335-4699
Diane L. Irvin	17020 N Greenbluff Rd	Colbert	WA	99005	(360) 425-7654
Bluefin Travel, LLC	578 SW Shelley Lane	Oak Harbor	WA	98277	360-682-3745
Ingrid & Craig Markham	12162 Prescott Pl NW	Silverdale	WA	98383	360-633-2248
Stephen W Murray	1420 Noble Firs Ct SE	Lacey	WA	98503	(360) 515-9283
Ignite U Travel	7703 194th Street Court East	Spanaway	WA	98387	253-449-3339
Chinyere Natarajan & Chimeremeze Njoku	3712 230th Place SE	Sammamish	WA	98075	425-322-0560
The Travel Designers, LLC	121 Lakeshore Drive	Stevenson	WA	98648	(509) 337-4112
Bradley D. Sorem	12705 114 Street Court E	Puyallup	WA	98374	(253) 445-4700
Mona M Troup & Cynthia L Hallock	8825 34th Ave NE STE L PMB 187	Marysville	WA	98271	360-454-0462
Weldon & Louise Vittitow	1203 South 3rd Street	Renton	WA	98057	(206) 387-3412
Trend Industries, LLC	5115 66th Drive NE	Marysville	WA	98270	(360) 726-3663
Bader Enterprises, LLC	103 Terri Ln	Elroy	WI	53929	(608) 462-3054
Travel Pros Group, llc.	4560 Hewitt's Point Road	Oconomowoc	WI	53066	(262) 567-7300
Susan M. Bellehumeur	5712 West Lake Drive	West Bend	WI	53095	262-674-4776
Fawn M. Brickman	12981 Janus Ave	Sparta	WI	54656	(608) 433-9199
Michele P Duquaine	2998 Hwy CC	Slinger	WI	53086	(262) 391-3937
Lisa A. Gretebeck	3827 Misty Lane	Deforest	WI	53532	(608) 268-6616
Theresa & Mark Klapperich	201 Fond du Lac Street	Mount Calvary	WI	53057	(920) 922-6743
Marinela M. Kraemer	410 Main Street	Warrens	WI	54666	(504) 398-4318
Triple M Travelz LLC	494 Coulee Trl	Hudson	WI	54016	715 225-2499

Olson Travel Specialists, LLC	16880 W Sundown Ct	New Berlin	WI	53151	(262) 679-1216
Set Sail Vacations LLC	W5071 Cherrywood Crt	Sherwood	WI	54169	(920) 560-4775
Debra J Roberts	10152 W Whitnall Edge Dr Unit B	Franklin	WI	53132-2833	(414) 427-4860
Glenn Shishido	363 W Lagoon Lane Ste. 1701	Oak Creek	WI	53154	(414) 376-0070
Willow River Travel, LLC	1104 Willow River Road North	Hudson	WI	54016	715-690-1200
Jennifer & Arnold Maynard III	840 Blake Hollow Rd	Mount Hope	WV	25880	(304) 877-9140
Joanie L. & James D. Oliverio	26 Pretty View Dr	Lost Creek	WV	26385	304-844-9599
Sean D. Casey & Judy Samuelson	80 Magnolia Street	Casper	WY	82604	307-259-2775
Karen & William Pacheco LLC	9131 James Cole Ct	Cheyenne	WY	82009	(307) 772-1224

New Franchisees with Outlets Not Yet Opened as of December 31, 2018

Legal Name	Street	City	State	Zip Code	Business Phone
Paul R. Tucker & Gail Tucker	854 S Legacy Dr.	Thatcher	AZ	85552	928-651-7029
Julianna Clayton	6535 North 17th Avenue 23	Phoenix	AZ	85015	602-699-5589
Marchand Lavall Russell	2842 E. Casa Bonita	Kingman	AZ	86409	909-560-7326
Karen Rhyne and Lorraine Jones	2340 Port Durness	Newport Beach	CA	92660	949-644-0148
Randy & Colleen McGill	13730 Strawberry Circle	Penn Valley	CA	95946	559-906-4711
Shanon Merkel	3174 Richert Avenue	Clovis	CA	93619	559-906-4927
Ma Myra S. Gamboa	435 Florence Ave.	Ontario	CA	91764	626-494-4767
Chris-Ann Venugopal	3271 E. Via Montiano Ave	Clovis	CA	93619	559-977-8033
Carla M. Baird & Antonae Baird	8441 Parkbrook St.	San Diego	CA	92114	619-292-2118
Zesa Manhart	13066 Royal Fern Drive	Orlando	FL	32828	407-480-7142
Cindy West	6779 Paul Mar Drive	Lake Worth	FL	33462	561-268-4858
Carmen O'Reilly	900 Saint Charles Place Unit 217	Pembroke Pines	FL	33026	954-584-6363
WAIOLEKA L.L.C.	935 Oneawa Street	Kailua	HI	96734	808-773-7554
Dawn Diaz Saldano	1985 Colonial St.	Aurora	IL	60503	773-531-7461
Allure Travel LLC	7 Heather Ct.	Streamwood	IL	60107	847-809-0257
Purple Martin Journeys	1277 Leonard Dr.	Schaumburg	IL	60193	224-410-7233
Wingman Computers, INC.	425 S Hubbards Lane Apt #249	Lousiville	KY	40207	502-947-4386
Jefferson Travel, LLC	540 S Broad Street Suite D	New Orleans	LA	70119	504-533-0333
Wendy Hamm & Monica Richard	358 Jessica Way	Northbridge	MA	1534	508-714-2423
Ronald P. Weber, II	4151 Elk Creek Dr	Salisbury	MD	21804	410-677-4802
Lori & Harold J. Darner	418 Azra Court	Havre De Grace	MD	21078	443-256-3414
Lorie Cruickshank	5493 Autry Road	Rocky Mount	NC	27803	252-379-1581
Paula L. & Philip A. Carlson	2466 Wellington Chase Drive	Concord	NC	28027	321-307-3885
Barry N. Robinson & Wiletra C. Burwell	2756 Andrea Drive	Creedmoor	NC	27522	919-672-3863
Meredith Eisenberg & Dorothy Poulton	1429 Monte Largo Drive NE	Albuquerque	NM	87112	505-346-2798
Presti World Travel, LLC	9 Bette Lane	Commack	NY	11725	631-343-7843
Patricia Murphy	5929 Goodale Rd.	Canandaigua	NY	14424	585-394-4911
Carevane Travels LLC	73 Lexington Ave 3C	New York	NY	10010	929-430-7815
Ben Thoennes	6205 Rockland Drive	Dublin	OH	43017	614-406-0047
Kari L. & Kevin R. Clark	38033 Weirich Drive	Lebanon	OR	97355	541-570-1328
Dawn E. Larkin	719 Homestead Ave	Effort	PA	18330	570-664-1858
Memory Seekers Travel, LLC	918 Market St	St. Michael	PA	15951	814-495-8587
Kenneth W. Shettle, II & Tanya L. Shettle	326 Mt. Valley Road	Blythewood	SC	29016	803-451-0556
Rhonda & Brent Craig	2800 E. Whitestone Blvd Ste 120 PMB #149	Cedar Park	TX	78613	512-456-0164
Rickey Travel Experience, LLC	2816 Marrickville Drive	Trophy Club	TX	76262	682-831-1262
Cynthia C. Sweeney & Michael N. Sweeney	802 Saint Andrews Dr	Morgantown	WV	26508	304-241-5178

Exhibit F

to the Franchise Disclosure Document

FRANCHISEE OUTLETS TERMINATED, NOT-RENEWED, ETC.

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Legal Name	Address	City	State	Zip	Business Phone
James & Dolores Johnson	3751 N Snow Goose Drive	Wasilla	AK	99654	(907) 631-4266
Janella B McKinney	15482 Gallant Road	Gallant	AL	35972	205-353-7973
Charles F McBride	25 Hope St	Huntsville	AL	35806	(256) 722-2764
Miriam I Hyatt	6145 E San Bernardino	Tucson	AZ	85715	(520) 303-0618
Robert Bredeson	1260 E University Dr Apt 4005	Tempe	AZ	85281	(480) 330-7568
Gleason & Associates, Inc.	8320 E San Rosendo	Scottsdale	AZ	85258	(480) 951-2727
Robin S Beeso	2130 E Duell St	Glendora	CA	91740	(626) 414-6024
Weibin Liu	13689 Beaconsfield Ln	Eastvale	CA	92880	(951) 272-2172
Gary Langston	2911 Oxford Ave	Richmond	CA	94806	(925) 526-5797
Sandra Jones	8757 Mann Lane	Hemet	CA	92545	(951) 200-5358
Barbara Foster	24 Antibes	Laguna Niguel	CA	92677	(949) 715-1554
Morris Brison Jr	13622 Boeing St	Moreno Valley	CA	92553	(951) 732-8918
Miles Graham Alty	109 Jade Ct	Hercules	CA	94547	(208) 409-4930
Rosemary Danielsen	1920 Constitution Blvd Suite 6	Salinas	CA	93905	(831) 262-7246
Kevin Douglas	11661 W Prentice Pl	Littleton	CO	80127	720-981-7737
Picture Your Paradise, LLC	5052 Eaglewood Lane	Johnstown	CO	80534	970-250-4481
Carla L. & Robert C. Jones	13145 Krameria Street	Thornton	CO	80602	(303) 465-2966
David Cogan & Kathleen Duff	38 Applewood Lane	Avon	CT	6001	(860) 924-0210
Super Value Inc	1917 I Street NW suite 100	Washington	DC	20006	(202) 872-0101
Jennifer A. Doyle	2511 Coral Ridge Circle	Melbourne	FL	32935	(321) 241-4270
Paul R. Martinez	10809 Waterford Ct	Orlando	FL	32821	(407) 704-4623
Christopher Purvis	1186 Imperial Lake Road	West Palm Beach	FL	33413	561-331-6668
KSST Inc	18535 Egret Way	Boca Raton	FL	33496	(561) 672-1174
MBLM and Associates LLC	4318 Hanbury Dr.	Zephyrhills	FL	33545	(813) 279-0086
Global Travel LLC.	15757 Pines Blvd.	Pembroke Pines	FL	33027	(954) 417-3626

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	Suite 214				
Susan Jane Tan	536 Li Fair Place	Pensacola	FL	32506	850-696-8728
BNB Travel, LLC	321 North DeVilliers St. Suite 227	Pensacola	FL	32501	(850) 432-2204
Edward J Eylward	3404 Rochelle Court	Clearwater	FL	33761	(727) 786-3600
Shirley Melachrinoudis	2025 SE Triumph Rd.	Port St. Lucie	FL	34952	(772) 530-2001
Travel Funn LLC	1255 W. 46 St, #23	Hialeah	FL	33012	(305) 828-3866
Michel Madjerich	5501 Seattle Slew	Wesley Chapel	FL	33544	813-994-6388
Trevor & Amanda Smith	2197 Lake Debra Dr., Apt.223	Orlando	FL	32835	(321) 732-3031
Destinations by Stina	2831 NE 8th Court	Pompano Beach	FL	33062	(630) 880-9534
Ce-Chelle Investment Group, LLC	9060 Plymouth PL	Tamarac	FL	33321	(754) 205-5452
Tiger M. Florian PA	2338 Immokalee Road # 408	Naples	FL	34110	(239) 949-4553
Donna Crowley	1707 Village Blvd.	West Palm Beach	FL	33409	(561) 291-7792
Travel Adventures, Inc.	1744 45th Street	West Palm Beach	FL	33407	(561) 600-0434
Lynne Perlitz	5176 Shotwell St	Woodstock	GA	30188	678-499-1651
Robyn L. & David R. Walters	3290 Stoney Acres Drive	Kennesaw	GA	30152	678-919-7376
Patricia Harris	1281 Low Water Way	Lawrenceville	GA	30045	(770) 852-5542
Nora Arroyo	753 Caitlin Ct.	Grayslake	IL	60030	(818) 738-6597
Valerie Forker	5355 W - 100 S	Kimmell	IN	46760	(260) 635-2050
Megan White	2015 S Poplar	Newton	KS	67114	(316) 804-4479
Robert T & Kathleen Simpson	724 N. 36th St,	Paducah	KY	42001	270-908-0080
Rickie & Ginger Luke	343 Pheasant Lane	Slidell	LA	70458	(985) 265-4750
Nicole R. Duncan	49 Norman Street	Milton	MA	2186	(919) 263-9812
Kathleen L Hopkins and David W. Hopkins	24778 Rays Point Road	Saint Michaels	MD	21663	(410) 745-8458

Arman Kashani	10411 Motor City Drive	Bethesda	MD	20817	(240) 252-5581
Ma'Shell Backus	4800 Mary Beth Blvd	Clinton	MD	20735	(301) 238-5958
David DuBois & Joy DuBois	61 Brianna DR	Durham	ME	4222	207-400-5152
Jingbo Meng	2801 Towner Blvd	Ann Arbor	MI	48104	(713) 213-0182
Dream Vacations KC, LLC, DBA CruiseOne of Kansas C	5500 N. Helena Ave	Kansas City	MO	64151	(816) 744-4040
Kimberlei Esparza	1054 SW Conch Way	Lees Summit	MO	64064	(816) 550-2257
Cruise Adventures, LLC	8025 North Point Blvd. Suite 272	Winston Salem	NC	27106	336-455-8091
Donald Barringer	203 Bermuda Green Drive	Durham	NC	27703	(919) 225-1103
Kelli Hamilton	11903 Pawleys Mill Circle	Wake Forest	NC	27614	(919) 649-3287
Fox Travel Consortium, LLC	2227 Route 1 Suite 219	North Brunswick	NJ	8902	732-207-8018
Michael Wagners Travel Agency LLC	116 Irving Place	Basking Ridge	NJ	7920	(908) 350-3806
Pamela Partridge Janovit	10652 Lago Cantini St	Las Vegas	NV	89141	(702) 221-7245
James & Theresa Callaway	2680 Rosanna ST.	Las Vegas	NV	89117	(702) 228-6869
Just Getaway Vacations, LLC	8505 Soneto Lane	Las Vegas	NV	89117	(702) 330-3931
William Davis	1289 B. Chardonnay	Gardnerville	NV	89460	775-338-1986
Brandon Riley & Annaliese Teubner	917 Sonoma St.	Carson City	NV	89701	(775) 546-2123
Darwin C Jones	248 Willmont St.	Rochester	NY	14609	(585) 730-5619
Laci's Vacations LLC	133 Stafford Ave	Syracuse	NY	13206	(315) 463-5224
Howard Lazarowitz	88 Broadway	Ossining	NY	10562	(732) 784-8374
Anisha Huffman	2080 First Ave	New York	NY	10029	(718) 902-6062
Michael Huntington	2013 SW 32nd St	Moore	OK	73170	(405) 225-8845

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Chardale Taylor	1432 W. Plymouth St	Broken Arrow	OK	74012	918-615-4226
Vacation Coach, LLC	61907 Broken Top Drive	Bend	OR	97702	(541) 408-5186
Dolores Hughes	2002 Park Place Lane	Canonsburg	PA	15317	(724) 514-7494
William M. Strange	250 Rocky Slope Road	Greenville	SC	29607	864 286 3382
Brogan Traditions LLC	520 Folly Rd. Ste. 264 PMB	Charleston	SC	29412	(843) 654-1563
Bling Vacations LLC	33 Office Park Rd Ste. A - 153	Hilton Head Island	SC	29928	(843) 290-3955
Outta Here Vacation, LLC	1245 Kingfisher Dr.	Ridgeway	SC	29130	(803) 337-0413
Rachel W. Warren	7922 Burgundy Circle	Chattanooga	TN	37421	(865) 640-5413
Jeffrey and Krista Olsson	624 Hampton Ct	Franklin	TN	37064	(615) 591-7245
Robert Lynn Howard	4908 Grinnell St	Lubbock	TX	79416	806-683-0527
Cesar & Ariana Zamarripa	14201 Tierra Bronce Dr	El Paso	TX	79938	(915) 201-2192
Nip Travel LLC	6117 Mantalcino Drive	Round Rock	TX	78665	(512) 215-2302
James A Goldman	11609 Yarmouth Lane	Frisco	TX	75034	(469) 286-7869
TheBedellGroup LLC	4625 Grand Cypress Dr	Austin	TX	78747	(210) 382-0762
Venusian Destinations Inc.	134 Spur 5	Winnie	TX	77665	(713) 489-7421
Clementina Ikwuezunma	13003 Lakeview Meadow	Richmond	TX	77469	(713) 785-0887
HM Transitions Inc	7604 Belmont Landing Rd	Lorton	VA	22079	(703) 447-2052
Jonathan Paz & Beatriz Paz	5806 Frament Ave Apt# 201	Norfolk	VA	23502	(786) 538-1955
Heavens Enterprises LLC	11357 Nuckols Rd #187	Glen Allen	VA	23059	(804) 302-4227
Everyware Investments LLC	2138 Cartwright place	Reston	VA	20191	(703) 992-3322
Eric Fedewa & Ritika Fedewa	1034 Founders Ridge Lane	McLean	VA	22102	(703) 855-7776
Green Tree Travels LLC	2810 Pavilion Place 2A	Midlothian	VA	23112	(804) 818-6280
Susan Randolph	PO Box 790	Blue Ridge	VA	24064-0790	(703) 757-2220

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Love ADJ LLC	8620 NE 110th Ave	Vancouver	WA	98662	(503) 609-0577
DEEP BLU NORTHWEST LLC	1612 Wilson Ave	Bellingham	WA	98225	(360) 961-1380
Chase Adventure LLC	24062 196th pl se	Maple Valley	WA	98038	(425) 358-5039

[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.

Exhibit G
to the Franchise Disclosure Document

FRANCHISEE QUESTIONNAIRE

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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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_____
Initial

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.)

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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:_____

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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.

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.	**FRANCHISEE**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date Signed:_____	Date Signed:_____

CRUISEONE, INC.
INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT

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

1. Any Franchise Agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any franchisee to institute a civil action or initiate proceedings within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in the Franchise Agreement.

2. In compliance with Indiana Code section 23-2-2.7-1(9), any provisions in the Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be limited to a geographic area not greater than the territory granted in the Franchise Agreement and shall be construed in accordance with Indiana Code section 23-2-2.7-1(9).

3. Indiana Code section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.

4. Indiana Code section 23-2.2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable. To the extent that any provision of the Franchise Agreement conflicts with Indiana Code section 23-2-2.7-1 (10), Indiana law will control.

5. Indiana Code sections 23-2-2.7-1 (1) and 23-2-2.5-30 impose different time limitations for litigation brought for breach of the Agreement or violation of Indiana law in connection with the Agreement. To the extent that any provision of the Agreement conflicts with Indiana law, Indiana law will control.

6. In compliance with Indiana Code section 23-2-2.7-1 (10), any inference contained in the Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief shall, when applicable to a Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted, understood to mean and replaced with the words "may seek."

7. Indiana Code sections 23-2-2.5 and 23-2-2.7 supersede the choice of law clauses of the Franchise Agreement.

8. Indiana Code section 23-2.2.7-1 makes it unlawful for a franchisor to terminate a franchise without good cause or to refuse to renew a franchise on bad faith.

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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.	**FRANCHISEE**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date Signed:_____	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 I S ATTACHED AND INCORPORATED IS HEREBY AMENDED AS FOLLOWS:

1. Despite anything to the contrary contained in the Franchise Agreement, the general release required as a condition of the renewal, sale, and/or assignment/transfer of an existing franchise by a franchisee shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Despite the provisions of Section 18, the Franchisee may sue in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Provisions in the Franchise Agreement providing for termination upon bankruptcy of the Franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. § 101 et seq.).

THE FRANCHISEE QUESTIONNAIRE AND THE ACKNOWLEDGMENTS IS HEREBY AMENDED AS FOLLOWS:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

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

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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.

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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.

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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:_____

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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, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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 pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations; (3) 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 (4) 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 constitutes part of our general operating funds and will be used as such in our discretion.

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

   To the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

   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:_____

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:_____

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.

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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.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If CruiseOne does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, the Florida Division of Consumer Affairs, Tallahassee, Florida, or the authorized state administrator listed in Exhibit D.

Franchise Seller(s): Deborah M. Fiorino, Janet King Harris, Mary C. Antoine, Lynda Webster, Gary Charles Johnson, Shannon McElroy-Joachim, Suzy Camposano 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, 2019

I received a disclosure document dated April 19, 2019, 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 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 Contracts at (954) 958- 3697; or egordon@wth.com. You may keep the second copy for your records.

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