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A CRUISEONE COMPANY

CRUISEONE®
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FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE DOCUMENT
CRUISEONE, INC.
(a Florida Corporation)

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

CruiseOne, Inc. offers franchises for establishing and operating businesses that sell cruises, vacation packages, and certain other travel-related products and services according to a proprietary System. These travel-sales businesses operate under the CruiseOne® and Dream Vacations Start Here™ service marks. In addition to these proprietary marks, the System includes standards, other proprietary marks and information, and a specially designed marketing program. The total investment necessary to begin operating a franchise is $1,795 to $20,300. 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 15, 2020

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How to Use This Franchise Disclosure Document

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

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

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What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

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Special Risks to Consider About *This* Franchise

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

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

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

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Additional Disclosures Required by Michigan Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

all lawful obligations.

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

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

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

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

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

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

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

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

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

Franchisor's Corporate Information

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

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

Parents

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

Affiliates

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

Predecessor

We do not have a predecessor.

Franchisor's Business and the Franchises Offered

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

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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,

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under which you may operate. However, you must obtain and pay for any additional licenses, permits, and payments needed to lawfully operate the Franchised Business.

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

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

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

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

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

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

- If you are a new franchisee, your Initial Franchise Fee is $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.

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

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need not be verified).

- Intermediate franchisees must have verifiable annual commissionable departed revenues of $50,000 to $99,999 and have a current CLIA or IATAN card.
- Experienced franchisees must have verifiable annual commissionable departed revenues of $100,000 or more and have a current CLIA or IATAN card.

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

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

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

ITEM 6. OTHER FEES

OTHER FEES [1], [2], [3]			
TYPE OF FEE	**AMOUNT**	**DUE DATE**	**REMARKS**
Royalty Fee[4]	The Royalty Fee is equal to 1.5% -3.0% of your Annual Commissionable Sales[5] and is calculated for each Annual Commissionable Sale based on the commission paid by the applicable travel provider. See footnote 4.	When we receive payment from cruise line and travel providers, we deduct this fee from your commission	You pay us a continuing non-refundable royalty (the "***Royalty Fee***") on Annual Commissionable Sales. We automatically deduct the Royalty Fee from payments we receive from travel providers as a result of your bookings.
Travel Insurance Royalty Fee	3% of all Annual Commissionable Sales relating to travel insurance, (the "***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 are eligible for and have achieved an Annual Royalty Fee Incentive for other Annual Commissionable Sales. We may increase the Insurance Royalty

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			Fee to reflect changes in our commission arrangements with insurance providers.
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.
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

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Agreement. You must create and maintain a valid credit card account to be used exclusively for operating the Franchised Business and paying Due Amounts to us (the "***Designated Credit Card Account***"). You authorize us to charge all Due Amounts to the Designated Credit Card Account. You may not use the Designated Credit Card Account for any purpose, other than for those purposes.

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

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

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

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

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

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

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

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

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

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

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

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

(ii) In the event that (a) your customer's check is returned for insufficient funds, (b) your customer fails to pay any credit card charge, or (c) we attempt to use the Designated Credit Card Account to pay ourselves any Overdue Amount and the credit card processor declines payment for any reason, including an insufficient credit line or the expiration or invalidity of the credit card, you will be

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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
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

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

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

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

[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

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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.

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.

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Specific Sourcing and Specification Requirements

Intranet and Reservation System

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

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

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

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indemnifying you, your co-workers who work in the business (if any), your Manager and each sales associates, and us against any damages to person or property. You are currently required to purchase this errors and omissions insurance through us.

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

Revenues Derived from Required Purchases and Leases

In the year ending December 31, 2019, we did not derive any revenues or other benefits from required purchases or leases, but we reserve the right to derive revenue from required franchisee purchases in any manner we determine.

Supplier Rebates

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

Purchasing or Distribution Cooperatives

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

Material Benefits for Use of Approved Sources

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

Travel Providers and Other Authorized Suppliers

You may only offer and sell bookings for travel suppliers that we designate. We provide you with a list of travel suppliers with whom we have negotiated preferred commissions and marketing

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support for our franchisees. You may only offer and sell goods and services from suppliers that we have authorized in writing.

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

CLIA AND IATAN Numbers

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

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

FRANCHISEE'S OBLIGATIONS		
OBLIGATION	**SECTION IN FRANCHISE AGREEMENT**	**DISCLOSURE DOCUMENT ITEM**
a. Site selection and acquisition/lease	Not Applicable	Items 8, 11, and 12
b. Pre-opening purchases/leases	Section 4.1	Items 7, 8, and 11
c. Site development and other preopening requirements	Section 4.1 and 4.3	Items 5, 6, 7, 8, and 11
d. Initial and ongoing training	Sections 2.1 and 2.3	Item 11
e. Opening	Sections 4.1, 4.10, and 17.1	Items 7 and 11
f. Fees	Article 3	Items 5, 6, and 7
g. Compliance with standards and policies/Operations Standards Manual	Article 6	Items 8, 11, and 16
h. Trademarks and proprietary information	Article 5	Items 13 and 14
i. Restrictions on products/services offered	Section 4.2	Item 16
j. Warranty and customer service requirements	Section 4.2	Item 16
k. Territorial development and sales quotas	Not Applicable	Item 12

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l. Ongoing product/service purchases	Section 4.2	Items 6 and 8
m. Maintenance, appearance and remodeling	Not Applicable	Not Applicable
n. Insurance	Article 9	Items 6, 7, and 8
o. Advertising	Sections 3.1, 7.1, and 7.2	Items 6, 7, and 11
p. Indemnification	Section 14.2	Item 6
q. Owner's participation/management/staffing	Section 4.5	Item 15
r. Records/reports	Section 8.1	Not Applicable
s. Inspections/audits	Section 8.2	Item 6
t. Transfer	Section 10.2	Items 6 and 17
u. Renewal	Section 16	Items 6 and 17
v. Post-termination obligations	Article 12	Item 17
w. Non-competition covenants	Section 13.1	Item 17
x. Dispute resolution	Sections 18.8 and 18.9	Item 17

ITEM 10. FINANCING

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

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

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

[2] This monthly amount is based on a Prime Rate equal to 3.25% per year (which was the Prime Rate on April 15, 2020). Because the Prime Rate may change every day, and may not be the Prime Rate when you enter your Franchise Agreement, your monthly payment may differ.

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

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

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

Pre-Opening Assistance

Before you open your business, we will:

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

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Post-Opening Assistance

During the operation of the franchised business, we:

- may provide continuing advisory assistance in the operation and promotion of the Franchised Business; this assistance may include communicating new developments, improvements in equipment and supplies, and new techniques in advertising, service, and management relevant to operating the Franchised Business (Franchise Agreement, Section 2.3);
- may provide refresher training programs, seminars, or advanced training at CruiseOne's principal training facility (or such other location that we designate) (Franchise Agreement, Section 2.3);
- process and record all your booking orders in the manner described in the Operations Standards Manual (Franchise Agreement, Section 2.4);
- collect all commissions paid by travel suppliers and other suppliers arising from your sales and remit them to you, less any amounts you owe us (Franchise Agreement, Section 2.5);
- permit you to access our **intranet *BusinessCenter*** and use our online software and applications for operating the Franchised Business (including ***MyCruiseControl*** **reservation system** the CruiseOne reservation system) (Franchise Agreement, Section 2.6);
- permit you to use the ***MyCruiseControl*** **reservation system** and other designated proprietary software available on the **intranet *BusinessCenter*** for processing all your travel bookings (Section 2.6);
- maintain a facsimile "hotline" via electronic or any other electronic means, for informational assistance (Franchise Agreement, Section 2.4);
- promote the CruiseOne system through advertising and public relations campaigns (Franchise Agreement Section 2.3), to the extent and in the manners we determine in our discretion;
- provide advice on local advertising (Franchise Agreement Section 2.3); and
- provide you with promotional methods, programs and materials that we may develop in the future, to the extent we determine in our discretion. Unless expressly required by us, participation is optional, and we may also charge fees for special services associated with these promotional methods, programs and materials (Franchise Agreement, Section 2).

SITE FOR YOUR FRANCHISED BUSINESS

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

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sources of customers, the comparative advantages of a particular market, and other factors we determine to be relevant.

ADVERTISING

Advertising Approval and Restrictions

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

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

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

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

Internet Restrictions

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

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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

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).

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.

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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.

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

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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 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.

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TRAINING PROGRAM

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

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

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Name	Position with Dream Vacations / CruiseOne
Brad Tolkin	CEO
Drew Daly	Senior Vice President/General Manager
Debbie Fiorino	Chief Operating Officer
Andrea Giraldo	Director of Events and Corporate Giving
Ellen Gordon	Manager, Compliance & Contract Administration
Janice Hall	Training Supervisor
Robert Eagles	Training Specialist
Marc Kramer	Manager, Support Services
Tensi Westreicher	Business Development Manager
Chris Cirella	Business Development Manager
Justo Rodriguez	Finance Manager
Stacy Driscoll	Creative Marketing Manager
Charity Santiago	Director of Training
Rachel Shapiro	Public Relations & Corporate Communications Manager
Belinda Ortiz	Marketing Specialist
Jessica Hernandez	Graphic Designer

ADDITIONAL INFORMATION ABOUT THE PRINCIPAL TRAINING INSTRUCTORS

Drew Daly is a long-time member of the WTH family and is currently Senior Vice President/General Manager for Dream Vacations / CruiseOne. He oversees all travel advisor-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 advisor 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 planning our training events. In her current role as Director of Events & Corporate Giving, Andrea manages the logistics behind the portfolio of training events, designing trainings and conferences. Andrea identifies hands-on training opportunities for travel advisors to gain exposure to a variety of travel suppliers by coordinating Familiarization Trips and Seminars at Sea.

Charity Santiago, Director of Training, comes with a background in the education field and has been with Dream Vacations / CruiseOne since 2014. She has a Master's in Instructional

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Design & Technology from Purdue University. With over 12 years of teaching experience, Charity oversees the in-house training program, leads the virtual training platform, and manages the training team. In addition, she develops new content and enhances the on-demand training opportunities available on the Learning Center.

Janice Hall serves as Training 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.

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 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.

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No Minimum or Exclusive Territory

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

Reservation of Rights

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

No Options

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

Sales of Products or Services under a Different Trademark

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

ITEM 13. TRADEMARKS

Principal Trademarks

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

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

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

Currently Effective Trademark Determinations

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

Agreements Significantly Limiting Your Rights to Use the Marks

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

Knowledge of Superior Rights or Infringing Uses

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

Modifying or Discontinuing Use of Principal Trademark

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

Trademark Claims

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

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.

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

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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 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

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- if the Franchisee is a limited liability company, the individual who owns a majority of the voting and ownership interests in such limited liability company.

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

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

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

THE FRANCHISE RELATIONSHIP **This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.**		
PROVISION	**SECTION IN FRANCHISE OR OTHER AGREEMENT**	**SUMMARY**
a. Length of the franchise term	Section 16	Initial term is 5 years.
b. Renewal or extension of the term	Section 16	You do not have renewal rights. Granting you an option to enter a successor franchise agreement is discretionary with us. If we elect not to grant an option, we will notify you at least 60 days before the Term expires.
c. Requirements for franchisee to renew or extend	Not applicable.	Not applicable.

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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.
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.

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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.
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.

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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 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 2019 financial performance data for outlets that had been open and operating for at least 12 months as of December 31, 2019 ("Full-Time Outlets"). We separately disclose performance data for franchisees whose outlets first opened prior to January 1, 2019 and which generated less than $20,000 in sales during 2019 because we deem those franchisees to be operating their outlets on a less than full-time basis ("Dormant

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Outlets"). The Full-Time Outlets do not include Dormant Outlets or any outlets that began or discontinued their affiliation with us during 2019, and do not include company-owned locations. The total number of Full-Time Outlets as of December 31, 2019, was 898, and the total number of Dormant Outlets as of that date was 257. Including all new outlets that opened during 2019, the total number of outlets as of December 31, 2019 was 1,480.

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.

Table 1 below includes certain average sales information for the Full-Time Outlets during the 2019 calendar year. The data is further broken down by the franchisee's "Sales Level," which we determine based on the franchisees' total sales. Specifically, we categorize our franchisees into ten groups, with Group 1 representing the highest level of total sales and Group 10 representing the lowest level of total sales.

Table 2 presents the financial performance data for the Dormant Outlets. Dormant Outlets include franchisees who want to maintain travel benefits and perks for themselves and friends and family but aren't seeking to generate additional income from non-friend or family sources. "Dormant Outlets" also include franchisees who aren't actively promoting their businesses for personal, financial, or medical reasons. All Dormant Outlets generated sales of less than $20,000 during 2019.

TABLE 1

Group	Units	Average Sales	% of Represented Network	Total Sales	% of Total Network
1	23	$3,712,525	2.6%	$85,388,071	1.5%
2	24	$1,535,087	2.7%	$36,842,090	1.6%
3	23	$1,201,217	2.6%	$27,627,989	1.5%
4	35	$935,348	3.9%	$32,737,180	2.4%
5	35	$692,914	3.9%	$24,252,001	2.4%
6	54	$555,235	6.0%	$29,982,668	3.6%
7	55	$418,633	6.1%	$23,024,834	3.7%
8	150	$272,635	16.7%	$40,895,212	10.1%
9	164	$136,443	18.3%	$22,376,707	11.0%
10	335	$53,454	37.3%	$17,907,191	22.6%
Total Represented	**898**	**$379,771**	**100.0%**	**$341,033,943**	**60.5%**

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Notes to Table 1:

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

2) Of the 23 Group 1 Full-Time Outlets, 4 (or 17%) exceeded the Average Total Sales, and the median amount was $2,667,579. The Group 1 Included Outlet with the lowest Total Sales reported $1,867,274, and the Group 1 Included Outlet with the highest Total Sales reported $19,780,178.

3) Of the 24 Group 2 Full-Time Outlets, 9 (or 39%) exceeded the Average Total Sales, and the median amount was $1,463,823. The Group 2 Included Outlet with the lowest Total Sales reported $1,320,672, and the Group 2 Included Outlet with the highest Total Sales reported $1,862,428.

4) Of the 23 Group 3 Full-Time Outlets, 12 (or 52%) exceeded the Average Total Sales, and the median amount was $1,207,415. The Group 3 Included Outlet with the lowest Total Sales reported $1,132,110, and the Group 3 Included Outlet with the highest Total Sales reported $1,315,117.

5) Of the 35 Group 4 Full-Time Outlets, 17 (or 49%) exceeded the Average Total Sales, and the median amount was $931,395. The Group 4 Included Outlet with the lowest Total Sales reported $800,937 and the Group 4 Included Outlet with the highest Total Sales reported $1,130,796.

6) Of the 35 Group 5 Full-Time Outlets, 13 (or 37%) exceeded the Average Total Sales, and the median amount was $680,288. The Group 5 Included Outlet with the lowest Total Sales reported $639,764, and the Group 5 Included Outlet with the highest Total Sales reported $790,028.

7) Of the 54 Group 6 Full-Time Outlets, 27 (or 50%) exceeded the Average Total Sales, and the median amount was $553,802. The Group 6 Included Outlet with the lowest Total Sales reported $480,142, and the Group 6 Included Outlet with the highest Total Sales reported $637,272.

8) Of the 55 Group 7 Full-Time Outlets, 31 (or 56%) exceeded the Average Total Sales, and the median amount was $421,762. The Group 7 Included Outlet with the lowest Total Sales reported $358,483, and the Group 7 Included Outlet with the highest Total Sales reported $479,702.

9) Of the 150 Group 8 Full-Time Outlets, 71 (or 47%) exceeded the Average Total Sales, and the median amount was $267,906. The Group 8 Included Outlet with the lowest Total Sales reported $195,272, and the Group 8 Included Outlet with the highest Total Sales reported $358,025.

10) Of the 164 Group 9 Full-Time Outlets, 68 (or 42%) exceeded the Average Total Sales, and the median amount was $129,908. The Group 9 Included Outlet with the lowest Total Sales reported $101,720, and the Group 9 Included Outlet with the highest Total Sales reported $194,492.

11) Of the 336 Group 10 Full-Time Outlets, 145 (or 43%) exceeded the Average Total Sales, and the median amount was $49,873. The Group 10 Included Outlet with the lowest Total Sales reported $20,430, and the Group 10 Included Outlet with the highest Total Sales reported $100,773.

12) The "Total Network" included all 1,480 outlets (898 Full-Time Outlets, 257 Dormant Outlets, and 325 outlets that were new in 2019.

13) Of the 898 Full-Time Outlets, 238 (or 27%) exceeded the Average Total Sales, and the median amount was $149,119. The Included Outlet with the lowest Total Sales reported $20,430, and the Included Outlet with the highest Total Sales reported $19,780,178.

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TABLE 2

Group	Units	Average Sales	Total Sales	% of Total Network
Dormant Outlets	257	$6,336	$1,628,331	17.4%

Notes to Table 2:

1) 112 of the 257 (or 47%) Dormant Outlets exceeded the Average Sales of the Dormant Outlets, and the median was $5,018. The Dormant Outlet with the lowest sales reported $0, and the Dormant Outlet with the highest sales reported $19,888.

14) The "Total Network" included all 1,480 outlets (898 Full-Time Outlets, 257 Dormant Outlets, and 325 outlets that were new in 2019.

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.

4) Other than the preceding financial performance representation, CruiseOne does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you

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should report it to the franchisor's management by contacting Deborah M. Fiorino in writing at 1201 W. Cypress Creek Road, Suite 100, Fort Lauderdale, Florida 33309 or by phone at (954) 958-3700, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2017 - 2019
TABLE 1

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017	1092	1160	+68
	2018	1160	1287	+127
	2019	1287	1280	+193
Company and Affiliate-Owned Outlets	2017	0	0	0
	2018	0	0	0
	2019	0	0	0
Total Outlets	2017	1092	1160	+68
	2018	1160	1287	+127
	2019	1287	1480	+193

TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR THE YEARS 2017 - 2019
TABLE 2

State	Year	Number Of Transfers
Alabama	2017	1
	2018	0
	2019	1
Arkansas	2017	0
	2018	0
	2019	1
Arizona	2017	3
	2018	3
	2019	0
California	2017	4
	2018	6
	2019	2
Colorado	2017	1
	2018	0
	2019	1

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State	Year	Number Of Transfers
Florida	2017	5
	2018	4
	2019	5
Georgia	2017	1
	2018	0
	2019	1
Illinois	2017	1
	2018	0
	2019	2
Indiana	2017	0
	2018	0
	2019	1
Kansas	2017	0
	2018	0
	2019	1
Maryland	2017	0
	2018	1
	2019	0
Massachusetts	2017	0
	2018	2
	2019	0
Michigan	2017	1
	2018	1
	2019	1
Minnesota	2017	1
	2018	0
	2019	0
Nevada	2017	0
	2018	0
	2019	1
New Jersey	2017	0
	2018	0
	2019	2
New York	2017	0
	2018	1

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State	Year	Number Of Transfers
	2019	0
North Carolina	2017	1
	2018	0
	2019	1
Ohio	2017	1
	2018	0
	2019	1
Pennsylvania	2017	1
	2018	1
	2019	1
South Carolina	2017	0
	2018	2
	2019	1
Utah	2017	1
	2018	0
	2019	1
Virginia	2017	0
	2018	3
	2019	0
Texas	2017	1
	2018	2
	2019	1
Washington	2017	1
	2018	0
	2019	1
Washington, DC	2017	0
	2018	0
	2019	1
Wisconsin	2017	1
	2018	0
	2019	1
Totals	2017	25
	2018	26
	2019	28

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STATUS OF FRANCHISED OUTLETS FOR YEARS 2017 - 2019

TABLE 3

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Agencies at End of Year
Alabama	2017	16	1	0	0	0	0	17
	2018	17	0	0	2	0	0	15
	2019	15	4	1	0	0	0	18
Alaska	2017	1	2	0	0	0	0	3
	2018	3	0	1	0	0	0	2
	2019	2	0	2	0	0	0	0
Arizona	2017	35	2	2	0	0	0	35
	2018	35	6	0	1	0	2	38
	2019	38	14	4	0	0	0	48
Arkansas	2017	7	1	1	0	0	0	7
	2018	7	3	0	0	0	0	10
	2019	10	0	0	0	0	0	10
California	2017	103	9	6	2	0	2	102
	2018	102	13	3	3	0	2	107
	2019	107	30	7	3	0	6	121
Colorado	2017	18	5	1	1	0	0	21
	2018	21	5	3	0	0	0	23
	2019	23	5	3	0	0	2	23
Connecticut	2017	9	2	0	1	0	0	10
	2018	10	2	1	0	0	0	11
	2019	11	2	0	0	0	0	13
Delaware	2017	5	1	0	0	0	0	6
	2018	6	1	0	0	0	0	7
	2019	7	4	0	0	0	0	11
Florida	2017	200	33	9	5	0	5	214
	2018	214	46	7	1	0	10	242
	2019	242	47	15	8	0	4	262
Georgia	2017	50	6	2	0	0	0	54
	2018	54	17	1	1	0	1	68
	2019	68	16	3	1	0	1	79

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State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Agencies at End of Year
Hawaii	2017	1	0	1	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
Idaho	2017	5	0	0	1	0	0	4
	2018	4	1	0	0	0	0	5
	2019	5	2	0	0	0	0	7
Illinois	2017	24	2	0	1	0	1	24
	2018	24	6	0	0	0	1	29
	2019	29	5	0	0	0	1	33
Indiana	2017	14	2	0	0	0	1	15
	2018	15	1	1	0	0	0	15
	2019	15	4	0	0	0	0	19
Iowa	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
	2019	4	1	0	0	0	0	5
Kansas	2017	5	0	0	0	0	1	4
	2018	4	3	0	0	0	1	6
	2019	6	0	0	0	0	1*	5
Kentucky	2017	11	1	0	2	0	1	9
	2018	9	1	0	0	0	1	9
	2019	9	5	1	0	0	1	12
Louisiana	2017	8	3	0	0	0	1	10
	2018	10	3	0	0	0	1	12
	2019	12	2	0	0	0	1	13
Maine	2017	5	1	0	0	0	0	6
	2018	6	1	1	0	0	0	6
	2019	6	1	0	0	0	0	7
Maryland	2017	34	6	0	2	0	1	37
	2018	37	6	0	2	0	1	40
	2019	40	3	2	0	0	0	41
Massachusetts	2017	21	3	1	0	0	2	21
	2018	21	0	0	0	0	1	20

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State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Agencies at End of Year
	2019	20	7	1	0	0	0	26
Michigan	2017	14	4	0	1	0	1	16
	2018	16	5	0	1	0	0	20
	2019	20	5	0	0	0	1	24
Minnesota	2017	8	1	0	0	0	0	9
	2018	9	0	0	0	0	0	9
	2019	9	2	0	0	0	0	11
Mississippi	2017	4	0	0	0	0	0	4
	2018	4	1	0	0	0	0	5
	2019	5	2	0	1	0	0	6
Missouri	2017	10	2	1	0	0	1	10
	2018	10	1	0	2	0	0	9
	2019	9	3	0	0	0	0	12
Montana	2017	2	0	1	1	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Nebraska	2017	5	0	0	0	0	0	5
	2018	5	3	0	0	0	0	8
	2019	8	1	0	0	0	0	9
Nevada	2017	14	4	1	1	0	0	16
	2018	16	5	3	0	0	2	16
	2019	16	5	1	1	0	1	18
New Hampshire	2017	5	2	0	0	0	0	7
	2018	7	0	0	0	0	0	7
	2019	7	0	0	0	0	0	7
New Jersey	2017	34	1	1	2	0	2	30
	2018	30	5	1	0	0	1	33
	2019	33	9	0	0	0	2	40
New Mexico	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	2	0	0	0	0	5
New York	2017	54	6	0	0	0	4	56

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State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Agencies at End of Year
	2018	56	9	1	1	0	2	61
	2019	61	16	4	0	0	1	72
North Carolina	2017	41	8	1	1	0	2	45
	2018	45	7	1	0	0	2	49
	2019	49	10	0	0	0	0	59
North Dakota	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
Ohio	2017	26	3	0	1	0	1	27
	2018	27	5	0	0	0	0	32
	2019	32	10	0	0	0	2	40
Oklahoma	2017	6	3	0	1	0	0	8
	2018	8	2	2	0	0	0	8
	2019	8	0	0	0	0	1	7
Oregon	2017	10	0	0	0	0	0	10
	2018	10	2	0	1	0	0	11
	2019	11	5	0	0	0	0	16
Pennsylvania	2017	39	3	0	0	0	0	42
	2018	42	13	0	0	0	1	54
	2019	54	13	2	3	0	3	59
Rhode Island	2017	2	1	0	1	0	0	2
	2018	2	1	0	0	0	0	3
	2019	3	1	1	0	0	0	3
South Carolina	2017	25	9	0	0	0	0	34
	2018	34	2	3	1	0	0	32
	2019	32	8	3	1	0	0	36
South Dakota	2017	2	0	0	0	0	0	2
	2018	2	1	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Tennessee	2017	26	1	1	3	0	0	23
	2018	23	2	1	1	0	0	23
	2019	23	6	0	1	0	0	28

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State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Agencies at End of Year
Texas	2017	103	30	4	1	0	7	121
	2018	121	28	2	1	0	4	142
	2019	142	46	10	3	0	6	169
Utah	2017	6	0	0	0	0	0	6
	2018	6	3	0	0	0	0	9
	2019	9	4	0	0	0	0	13
Vermont	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Virginia	2017	37	11	2	1	0	2	43
	2018	43	5	1	1	0	5	41
	2019	41	9	3	2	0	3	42
Washington	2017	20	5	2	2	0	1	20
	2018	20	2	1	0	0	2	19
	2019	19	2	0	1	0	0	20
Washington D.C.	2017	3	0	1	0	0	0	2
	2018	2	0	0	0	0	1	1
	2019	1	1	0	0	0	0	2
West Virginia	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
	2019	2	2	0	0	0	0	4
Wisconsin	2017	14	2	1	1	0	1	13
	2018	13	1	0	0	0	0	14
	2019	14	17	0	2	0	1	14
Wyoming	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Total	2017	1092	176	39	32	0	37	1,160
	2018	1160	221	34	19	0	41	1,287
	2019	1287	323	64	28	0	38	1,480

*This Agency was transferred to a new owner who relocated to Texas, and is recorded in this Table 3 as an opened agency in that state.

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STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2017 - 2019

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	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0

PROJECTED OPENINGS AS OF DECEMBER 31, 2019

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	0	9	0
Arkansas	0	1	0
California	2	19	0
Colorado	0	8	0
Connecticut	0	5	0
Delaware	0	0	0
Florida	2	50	0
Georgia	1	15	0
Hawaii	0	2	0
Idaho	0	5	0
Illinois	0	12	0
Indiana	0	8	0
Iowa	0	2	0
Kansas	0	2	0
Kentucky	0	3	0
Louisiana	0	12	0
Maine	0	0	0
Maryland	1	7	0
Massachusetts	0	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

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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
Nevada	0	6	0
New Hampshire	0	3	0
New Jersey	0	12	0
New Mexico	0	1	0
New York	0	13	0
North Carolina	1	15	0
North Dakota	0	0	0
Ohio	0	15	0
Oklahoma	0	4	0
Oregon	0	2	0
Pennsylvania	0	14	0
Rhode Island	0	2	0
South Carolina	0	10	0
South Dakota	0	1	0
Tennessee	0	2	0
Texas	0	42	0
Utah	0	7	0
Vermont	0	0	0
Virginia	1	9	0
Washington	0	10	0
Washington, D.C.	1	1	0
West Virginia	0	2	0
Wisconsin	0	6	0
Wyoming	0	0	0
Total	**9**	**375**	0

A list of the names, addresses and telephone numbers of CruiseOne's current franchisees is attached as Exhibit E. Exhibit E also discloses the names and contact information for all franchisees signed but not operational as of December 31, 2019.

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

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

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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, 2017, December 31, 2018 and December 31, 2019.

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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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), calculated as follows:

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

*If you are signing a successor franchise agreement and your prior agreement contained an "Annual Royalty Fee Incentive," we will agree to maintain the Annual Royalty Fee Incentive at the threshold of $25,500 for your successor term. If you previously served as an independent contractor of Cruises, Inc. under a form of Independent Contractor Agreement, you will also execute the IC Conversion Addendum attached hereto as Exhibit 3.1.b which shall modify certain terms under this subsection.

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

"**Annual Commissionable Sales**" means the total commissionable sales price quoted for that Contract Year by the

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

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

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

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

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

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

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

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

3.3. **Designated Credit Card Account.** Franchisee shall create and maintain, at all times during the Term, a valid credit card account to be used exclusively for operating the Franchised Business and paying Due Amounts to CruiseOne (the "**Designated Credit Card Account**"). Franchisee hereby authorizes CruiseOne to charge all such Due Amounts to the Designated Credit Card Account. Upon executing this Agreement, Franchisee shall provide CruiseOne with the credit card account number for the Designated Credit

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Card Account and all other information needed to complete the authorization form contained in Exhibit 3.3, and Franchisee shall execute and deliver such form to CruiseOne. Without CruiseOne's prior consent, Franchisee shall not terminate, or permit or suffer the expiration of, the Designated Credit Card Account. Franchisee shall not in any manner, directly or indirectly, interfere with or impede CruiseOne's paying itself Due Amounts through the Designated Credit Card Account (including by revoking CruiseOne's authority to do so).

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

ARTICLE 4. THE FRANCHISEE'S DUTIES

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

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

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

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

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

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without CruiseOne's prior consent;

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

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

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

4.3. **Computer System.**

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

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

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

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

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

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

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

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profit or derive revenue in any other manner from items that CruiseOne, its affiliates or CruiseOne's approved suppliers supply to Franchisee.

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

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

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

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

ARTICLE 5. PROPRIETARY PROPERTY

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

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

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

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

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

ARTICLE 6. OPERATIONS STANDARDS MANUAL AND OTHER CONFIDENTIAL INFORMATION

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

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

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

ARTICLE 7. ADVERTISING

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

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

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

ARTICLE 8. ACCOUNTING AND RECORDS

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

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

ARTICLE 9. INSURANCE

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

9.2. **CruiseOne Provided Insurance.**

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

b. If, for any reason, Franchisee fails to procure or maintain the insurance required by CruiseOne, CruiseOne may, but need not,

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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 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

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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;

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

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for the same or different defaults—notwithstanding that such defaults might have been cured;

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

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

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

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

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

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

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

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

ARTICLE 12. OBLIGATIONS OF THE FRANCHISEE UPON TERMINATION OR EXPIRATION

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

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

12.2. **Payment of Outstanding Amounts.** Except for refunds expressly required hereunder, CruiseOne may retain all fees paid under

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

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

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

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

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

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

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

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

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

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

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

CruiseOne may elect not to collect this payment in cases of hardship as deemed appropriate by CruiseOne in its discretion. This payment constitutes liquidated damages for causing the premature termination of this Agreement and not a penalty. A precise calculation of the full extent of damages that CruiseOne will incur if this Agreement terminates because Franchisee defaults or otherwise abandons the Franchised Business cannot be reasonably determined. Nevertheless, Franchisee acknowledges that the lump-sum payment provided under this Section 12.6 is reasonable in light of the damages for premature termination that CruiseOne may reasonably be expected to incur in such event. This sum is not a penalty and is intended by the parties only as a compensatory remedy for past breaches and not as a preventative remedy to deter future breaches. This sum does neither represent a price for the privilege of

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not performing nor does its payment represent an alternative manner of performance. Accordingly, as a purely liquidated damage provision, this Section 12.6 does not preclude, nor is inconsistent with, a court granting CruiseOne specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. CruiseOne's rights to liquidated damages and specific performance or any other equitable relief are not mutually exclusive.

ARTICLE 13. INDEPENDENT COVENANTS OF THE FRANCHISEE

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

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

i. attempt to induce (by combining or conspiring with, or attempting to do so), or influence in any other manner any of CruiseOne's Business Affiliates to terminate or modify his, her, or its business relationship with CruiseOne or to compete against CruiseOne;

ii. as owner, officer, director, employee, agent, lender, lessor, broker, consultant, franchisor, franchisee, or in any other similar capacity whatsoever be connected in any manner with the ownership, management, operation or control, or conduct of a Competitive Business wherever located (this restriction, however, does not apply to a 5% or less beneficial interest in a publicly-held corporation); or

iii. in any manner interfere with, disturb, disrupt, impair, diminish, or otherwise jeopardize the business of CruiseOne or any of its other franchisees.

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

i. attempt to induce (by combining or conspiring with, or attempting to do so), or influence in any other manner any of CruiseOne's Business Affiliates to terminate or modify his, her, or its business relationship with CruiseOne or to compete against CruiseOne;

ii. as owner, officer, director, employee, agent, lender, lessor, broker, consultant, franchisor, franchisee, or in any other similar capacity whatsoever be connected in any manner with the ownership, management, operation or control, or conduct of a Competitive Business within 50 miles of the Contact Location or the premises of any other CruiseOne/Dream Vacations franchise (this restriction, however, does not apply to a 5% or less beneficial interest in a publicly-held corporation); or

iii. in any manner interfere with, disturb, disrupt, impair, diminish, or otherwise jeopardize the business of CruiseOne or any of its other franchisees.

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

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

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

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

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

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

i. claims relating to the Proprietary Property;

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

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

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

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

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

ARTICLE 16. TERM

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

ARTICLE 17. DEFINITIONS

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

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

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

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

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

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

"Competitive Business" means a business that is engaged wholly or partially, directly or indirectly, in any business operating, or granting licenses or franchises to others to operate, a retail travel-agency business (including any full service agency or specialty agency) or any other business that provides the same or similar services that are customarily offered by CruiseOne/Dream Vacations franchisees.

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"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.

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

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

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

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

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

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

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

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

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

17.2. **Other Definitional Provisions.**

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

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

ARTICLE 18. GENERAL PROVISIONS

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

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

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

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

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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.

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

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

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

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

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

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

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

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

Remainder of page left intentionally blank.

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_____
Initial

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

CRUISEONE:

CruiseOne, Inc.

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

THE FRANCHISEE:

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

_____

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

_____

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

_____
Franchisee Address: _____

_____
Facsimile: _____
Email: _____
Date: _____

JOINDER

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

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

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

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

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

_____
(signature)
Print Name: _____

_____
(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

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

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

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

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

GUARANTORS: OWNERSHIP PERCENTAGE IN FRANCHISEE:

_____ %

Print Name:

_____ %

Print Name:

_____ %

Print Name:

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EXHIBIT 3.1.B IC CONVERSION ADDENDUM

(SEE ATTACHED.)

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IC CONVERSION ADDENDUM TO CRUISEONE, INC. FRANCHISE AGREEMENT

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

BACKGROUND

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

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

AGREEMENT

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

1. **Background; Defined Terms**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FRANCHISOR

CRUISEONE, INC.

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

FRANCHISEE

_____

By: _____

Print Name: _____

Title: _____

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)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Infonmation 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 ooan information .return. Examples of information returns include, but are not limited to, the following:

- Form 1099-1NT (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. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (OBA) 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 OBA 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 OBA 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 Une_ 1 should never be adisregarded entity. I'fie name on fine 1 should bethe!narrie shown on the incometax 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. lithe 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'
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor'
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee' The actual owner'
5. Sole proprietorship or disregarded entity owned by an individual	The owner'
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'
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 OBA 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

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TABLE OF CONTENTS- OPERATIONS STANDARDS MANUAL

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Exhibit C
to the Franchise Disclosure Document

FINANCIAL STATEMENTS

© 2020 CruiseOne, Inc.

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

Financial Report
December 31, 2019

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RSM US LLP

Independent Auditor's Report

Board of Directors and Shareholders
CruiseOne, Inc.

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

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

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

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

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

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

RSM US LLP is a U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Other Matter
The financial statements of CruiseOne, Inc., as of and for the year ended December 31, 2018, were audited by other auditors, whose report, dated March 29, 2019, expressed an unmodified opinion on those statements.

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

RSM US LLP

Boston, Massachusetts
April 2, 2020

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

Balance Sheets
December 31, 2019 and 2018

	2019	2018
Assets		
Current assets:		
Cash	$ 10,750,995	$ 6,265,081
Accounts receivable, net of allowance for doubtful accounts	975,384	557,476
Prepaid expenses and other current assets	182,394	184,136
Due from World Travel Holdings, Inc.	2,340,176	13,855,376
Total current assets	14,248,949	20,862,069
Property and equipment, net	409,457	491,967
Intangible assets, net	54,114	63,694
Long term receivables	51,577	275,522
Other assets	-	6,000
Total assets	$ 14,764,097	$ 21,699,252
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	$ 202,834	$ 272,243
Accrued expenses	750,764	747,550
Unearned revenue	3,595,895	3,271,670
Customer deposits	2,037,489	1,157,989
Total current liabilities	6,586,982	5,449,452
Unearned revenue, net of current portion	2,991,631	2,383,100
Deferred rent	219,165	245,073
Total liabilities	9,797,778	8,077,625
Shareholders' equity:		
Common stock, $0.01 par value; 500 shares authorized, issued and outstanding	5	5
Additional paid-in capital	8,339,225	20,339,225
Accumulated deficit	(3,372,911)	(6,717,603)
Total shareholders' equity	4,966,319	13,621,627
Total liabilities and shareholders' equity	$ 14,764,097	$ 21,699,252

See notes to financial statements.

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

Statements of Income
Years Ended December 31, 2019 and 2018

	2019	2018
Revenues:		
Royalties from travel sales, net	$ 10,554,453	$ 10,011,154
Franchise and other fees	3,384,710	3,027,863
Total revenues	13,939,163	13,039,017
Expenses:		
Selling, general and administrative	10,363,970	9,644,539
Amortization of intangible assets	9,580	9,580
Depreciation	220,921	185,233
Total expenses	10,594,471	9,839,352
Net income	$ 3,344,692	$ 3,199,665

See notes to financial statements.

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

Statements of Changes in Shareholders' Equity
Years Ended December 31, 2019 and 2018

	Common Stock		Additional Paid-in	Accumulated	Total Shareholders'
	Shares	Par Value	Capital	Deficit	Equity
Balance, December 31, 2017	500	$ 5	$ 20,339,225	$ (9,917,268)	$ 10,421,962
Net income	-	-	-	3,199,665	3,199,665
Balance, December 31, 2018	500	5	20,339,225	(6,717,603)	13,621,627
Net income	-	-	-	3,344,692	3,344,692
Dividends	-	-	(12,000,000)	-	(12,000,000)
Balance, December 31, 2019	**500**	**$ 5**	**$ 8,339,225**	**$ (3,372,911)**	**$ 4,966,319**

See notes to financial statements.

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

Statements of Cash Flows
Years Ended December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Net income	$ 3,344,692	$ 3,199,665
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of intangible assets	9,580	9,580
Depreciation	220,921	185,233
Allowance for doubtful accounts	3,991	(60,430)
Changes in operating assets and liabilities:		
(Increase) in:		
Accounts receivable	(421,899)	152,812
Prepaid expenses and other current assets	1,742	(22,588)
Due from World Travel Holdings, Inc.	(484,800)	(2,699,091)
Long term receivables	223,945	-
Other assets	6,000	-
Increase (decrease) in:		
Accounts payable	(69,409)	(147,131)
Accrued expenses	3,214	31,505
Unearned revenue	932,756	939,208
Customer deposits	879,500	196,940
Deferred rent	(25,908)	(1,156)
Net cash provided by operating activities	4,624,325	1,784,547
Cash flows from investing activities:		
Acquisition of property and equipment	(138,411)	(149,493)
Net increase in cash	4,485,914	1,635,054
Cash, beginning of year	6,265,081	4,630,027
Cash, end of year	$ 10,750,995	$ 6,265,081
Supplemental disclosures of non-cash investing activities:		
Dividends to settle related party receivables	$ (12,000,000)	$ -

See notes to financial statements.

Note 1. Organization and Business Activities

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

Note 2. Summary of Significant Accounting Policies

Basis of presentation: The financial statements of the Company have been prepared solely for inclusion in the Company's franchise disclosure document. The Company engages in a number of related-party transactions with WTH. Portions of certain revenue and expenses represent allocations made from items applicable to WTH as a whole. The financial statements as reported herein reflect all adjustments which are, in the opinion of management, necessary to present fairly the financial position as of and for the years ended December 31, 2019 and 2018, and the results of operations and cash flows for the years then ended. All adjustments made to the financial statements include those of a normal and recurring nature.

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

Revenue recognition: Effective January 1, 2019, the Company adopted Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*, using the modified retrospective method applied to those contracts which were not completed as of the adoption date. Results for reporting periods beginning January 1, 2019, are presented under Topic 606, while prior period amounts are not adjusted and continue to be reported under the accounting standards in effect for the prior period. The adoption of Topic 606 had no impact on the Company's financial statements.

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

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

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

Note 2. Summary of Significant Accounting Policies (Continued)

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

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

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

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

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

Accounts receivable and allowance for doubtful accounts: The Company carries its accounts receivable at cost less an allowance for doubtful accounts. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts, when deemed necessary, based on the history of past write-offs, collections and current credit conditions. Bad debts are written off against the allowance when identified. As of December 31, 2019 and 2018, management has recorded an allowance of approximately $115,000 and $119,000, respectively.

Note 2. Summary of Significant Accounting Policies (Continued)

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

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

Intangible assets: Identifiable intangible assets are comprised of CruiseOne related brand names that were acquired by the Company. These intangible assets were recorded at fair value based on the valuations performed by an independent valuation specialist at the acquisition date and are being amortized on the straight-line basis over the remaining estimated useful lives. As of December 31, 2019 and 2018, the Company has not incurred an impairment charge.

Long-lived assets: Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over the fair value of the asset, while long-lived assets to be disposed of are reported at the lower of carrying amount or fair value less cost to sell and the related depreciation and amortization is ceased. As of December 31, 2019 and 2018, the Company has not incurred an impairment charge.

Concentration of certain credit risks: Financial instruments that potentially subject the Company to significant credit risk consist primarily of cash and accounts receivable. Substantially all of the Company's cash is held by one financial institution. As of December 31, 2019 and 2018, the Company had cash balances at this financial institution in excess of the federally insured limits. The Company has not experienced any losses in such accounts. The Company believes that it is not subject to unusual credit risk beyond the normal credit risk associated with commercial banking relationships.

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

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

Note 2. Summary of Significant Accounting Policies (Continued)

The Company applies FASB Accounting Standards Codification 740-10, Income Taxes, which clarified the accounting for income taxes by prescribing a minimum probability threshold that an uncertain tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. The Company recognizes accrued interest and penalties associated with uncertain tax positions, if any, as part of the income tax provision. There was no liability for unrecognized tax benefits or related interest and penalties recorded as of December 31, 2019 and 2018.

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

Advertising expense: The cost of advertising is expensed as incurred and totaled approximately $1,938,000 and $1,777,000 for the years ended December 31, 2019 and 2018, respectively, which is included in selling, general and administrative expenses on the accompanying statements of income. The Company participates in cooperative advertising programs through WTH whereby WTH's vendors will reimburse all or a portion of advertising costs, which are then allocated to the Company and recorded as a reduction of the expense.

Reclassifications: Certain reclassifications have been made to the 2018 financial statements in order to conform to the 2019 presentation. The reclassification impacted classification of current and long-term assets, but had no impact on total assets and no impact on the statements of income, changes in shareholders' equity or cash flows.

New accounting pronouncement: In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, Leases. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2020, including interim periods within those fiscal years. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is currently evaluating the impact of its pending adoption of the new standard on the financial statements.

Note 3. Property and Equipment

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

	2019	2018
Equipment	$ 1,914,859	$ 1,792,513
Furniture and fixtures	432,457	432,457
Leasehold improvements	251,052	238,717
Computer software	455,015	451,286
Property and equipment, gross	3,053,383	2,914,973
Less accumulated depreciation and amortization	(2,643,926)	(2,423,006)
Property and equipment, net	$ 409,457	$ 491,967

Depreciation expense amounted to approximately $221,000 and $185,000 for the years ended December 31, 2019 and 2018, respectively.

Note 4. Intangible Assets

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

For each of the years ended December 31, 2019 and 2018, the Company recorded approximately $10,000 of amortization expense related to the brand name asset.

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

	2019			2018		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Brand name	$ 845,801	$ (791,687)	$ 54,114	$ 845,801	$ (782,107)	$ 63,694

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

Years ending December 31:	
2020	$ 9,580
2021	9,580
2022	9,580
2023	9,580
2024	9,580
Thereafter	6,214
	$ 54,114

Note 5. Related-Party Transactions

Cost allocations: The Company participates in risk and benefit plans with WTH as well as cruise supply arrangements that WTH has negotiated with cruise lines. Human resources and finance activities of a limited nature are also performed for the Company by personnel of WTH. The accompanying financial statements included allocations for (1) overhead costs shared by the Company and another subsidiary of WTH; and (2) corporate overhead charges from WTH. The overhead costs are generally paid for by WTH and are allocated to the Company based on headcount. The corporate overhead charges are allocated based upon estimated costs. For the years ended December 31, 2019 and 2018, the Company was allocated approximately $8,557,000 and $7,997,000, respectively, of overhead costs; approximately $250,000 of corporate overhead per year from WTH.

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

Defined contribution plan: WTH sponsors a 401(k) savings plan which covers substantially all full-time employees of the Company over age 21 that have a minimum of 90 days of service. The 401(k) plan permits employees to defer up to 70% of their eligible pay, subject to a maximum aggregate contribution. The parent matches, at its discretion, 50% of the first 6% of the employees' contributions and may also make additional voluntary contributions. During the years ended December 31, 2019 and 2018, the Company was allocated approximately $117,000 and $113,000, respectively, for charges related to the matching contribution to the 401(k) plan.

Due from World Travel Holdings, Inc.: As of December 31, 2019 and 2018, the Company had a receivable due from WTH in the amount of approximately $2,340,000 and $13,855,000, respectively. During the year ended December 31, 2019, the Company declared a dividend of $12,000,000 to WTH to partially settle the related party receivable. This amount reduced both Due from World Travel Holdings, Inc. and additional paid-in capital, and had no negative effect on the Company's statement of income, or cash flows from operations. The remaining amount represents cash advanced by the Company to WTH, net of overhead costs allocated. Payments and cost allocations are made on an ongoing basis.

Note 6. Lease Commitments

The Company leases office space under the terms of an operating lease which expires in 2024. Minimum annual lease obligations as of December 31, 2019, under noncancelable operating leases are as follows:

Years ending December 31:	
2020	$ 363,541
2021	374,447
2022	385,680
2023	397,251
2024	33,676
	$ 1,554,595

Note 7. Subsequent Events

The Company has evaluated subsequent events through April 2, 2020, the date the financial statements were available to be issued.

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel and quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had, and are expected to continue to have, an adverse impact on the economies and financial markets of many countries, including the geographical area in which the Company operates. While it is unknown how long these conditions will last and what the complete financial effect will be to the Company, to date, the Company is experiencing a year-over-year decline in sales volume which will ultimately result in declining revenue. Further, it is possible that we experience lower demand for new franchises, resulting in declining revenue. Virtually all cruise lines have temporarily paused operations through much of the second quarter, 2020, and many resorts have significantly curtailed operations. Given the Company's focus on cruise and vacation product offerings, it is reasonably possible that it is vulnerable to significant near-term risk. In order to mitigate these risks, the Company has implemented a number of actions to reduce costs and maintain liquidity. The Company will continue to closely monitor developments related to the coronavirus pandemic and is prepared to take additional steps necessary to ensure its long term viability.

EISNERAMPER

CRUISEONE, INC.

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

FINANCIAL STATEMENTS

DECEMBER 31, 2018 and 2017
(with supplementary information)

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

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Shareholders of
CruiseOne, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of CruiseOne, Inc. (a wholly-owned subsidiary of World Travel Holdings, Inc.) which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of total comprehensive income, changes in shareholder's equity, and cash flows for each of the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CruiseOne, Inc. as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note B[1] and Note E, the entity engages in a number of related party transactions with World Travel Holdings, Inc., its parent company. Our opinion is not modified with respect to this matter.

Disclaimer of Opinion on Supplementary Information

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

EisnerAmper LLP

EISNERAMPER LLP
Iselin, New Jersey
March 29, 2019

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

Balance Sheets

	December 31, 2018	December 31, 2017
ASSETS		
Current assets:		
Cash	**$ 6,265,081**	$ 4,630,027
Accounts receivable, net	**832,998**	925,380
Prepaid expenses and other current assets	**184,136**	161,548
Due from World Travel Holdings, Inc.	**13,855,376**	11,156,285
Total current assets	**21,137,591**	16,873,240
Property and equipment, net	**491,967**	527,707
Intangible assets, net	**63,694**	73,274
Other assets	**6,000**	6,000
	$ 21,699,252	$ 17,480,221
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current liabilities:		
Accounts payable	**$ 272,243**	$ 419,374
Accrued expenses	**747,550**	716,045
Unearned revenue	**3,271,670**	2,773,719
Customer deposits	**1,157,989**	961,049
Total current liabilities	**5,449,452**	4,870,187
Unearned revenue, net of current portion	**2,383,100**	1,941,843
Deferred rent	**245,073**	246,229
Total liabilities	**8,077,625**	7,058,259
Commitments		
Shareholder's equity:		
Common stock, $0.01 par value - authorized, 500 shares; issued and outstanding	**5**	5
Additional paid-in capital	**20,339,225**	20,339,225
Accumulated deficit	**(6,717,603)**	(9,917,268)
Total shareholder's equity	**13,621,627**	10,421,962
	$ 21,699,252	$ 17,480,221

See accompanying notes to financial statements

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

Statements of Total Comprehensive Income

	Year Ended December 31,	
	2018	**2017**
Revenues:		
Royalties from travel sales, net	**$ 10,011,154**	$ 8,723,309
Franchise and other fees	**3,027,863**	2,773,397
Total revenues	**13,039,017**	11,496,706
Expenses:		
Selling, general, and administrative	**9,644,539**	8,198,137
Amortization of intangible assets	**9,580**	9,663
Depreciation	**185,233**	147,813
Total expenses	**9,839,352**	8,355,613
Net income	**3,199,665**	3,141,093
Other comprehensive income	**-**	-
Total comprehensive income	**$ 3,199,665**	$ 3,141,093

See accompanying notes to financial statements

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

Statements of Changes in Shareholder's Equity

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Shareholder's Equity
	Shares	Par Value			
Balance, December 31, 2016	500	$ 5	$ 20,339,225	$ (13,058,361)	$ 7,280,869
Net income	-	-	-	3,141,093	3,141,093
Balance, December 31, 2017	500	5	20,339,225	(9,917,268)	10,421,962
Net income	-	-	-	3,199,665	3,199,665
Balance, December 31, 2018	**500**	**$ 5**	**$ 20,339,225**	**$ (6,717,603)**	**$ 13,621,627**

See accompanying notes to financial statements

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

Statements of Cash Flows

	Year Ended December 31,	
	2018	**2017**
Cash flows from operating activities:		
Net income	**$ 3,199,665**	$ 3,141,093
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of intangible assets	**9,580**	9,663
Depreciation	**185,233**	147,813
Allowance for doubtful accounts	**(60,430)**	16,751
Changes in operating assets and liabilities:		
(Increase) in:		
Accounts receivable	**152,812**	(367,406)
Prepaid expenses and other current assets	**(22,588)**	(51,095)
Due from World Travel Holdings, Inc.	**(2,699,091)**	(2,771,420)
Increase (decrease) in:		
Accounts payable	**(147,131)**	179,624
Accrued expenses	**31,505**	20,298
Unearned revenue	**939,208**	560,239
Customer deposits	**196,940**	106,819
Deferred rent	**(1,156)**	70,731
Net cash provided by operating activities	**1,784,547**	1,063,110
Cash flows from investing activities:		
Acquisition of property and equipment	**(149,493)**	(332,349)
Net increase in cash	**1,653,054**	730,761
Cash, beginning of year	**4,630,027**	3,899,266
Cash, end of year	**$ 6,265,081**	$ 4,630,027

See accompanying notes to financial statements

NOTE A - ORGANIZATION AND BUSINESS ACTIVITIES

CruiseOne, Inc. (the "Company") is a provider of cruise, air, hotel, car and land-based vacation packages sold through a network of approximately 1,300 franchisees. The Company is a wholly-owned subsidiary of World Travel Holdings, Inc. ("WTH"). The Company serves customers located in the United States of America (the "U.S.") and coordinates travel packages for destinations primarily within the U.S., Mexico, Europe and the Caribbean.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

[1] Basis of presentation:

The financial statements of the Company have been prepared solely for inclusion in the Company's franchise disclosure document. The Company engages in a number of related party transactions with WTH. Portions of certain revenue and expenses represent allocations made from items applicable to WTH as a whole. The financial statements as reported herein reflect all adjustments which are, in the opinion of management, necessary to present fairly the financial position as of and for the years ended December 31, 2018 and 2017, and the results of operations and cash flows for the years then ended. All adjustments made to the financial statements include those of a normal and recurring nature.

[2] Use of estimates:

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

[3] Revenue recognition:

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

The Company's contractual royalties on travel sales are recognized when the underlying booking departs. The Company generally collects the booking amounts from the consumer in advance of departure, which amounts, net of all cash payments to the suppliers and franchises are included in unearned revenue in the accompanying balance sheets until such time as the booking departs. Royalty revenue is reported on a net basis and equals the net commission collected by the Company after deducting the portion earned by the franchisees. The principal factor in determining gross versus net presentation is the consideration of the Company's relationship with the customer as an agent for the cruise line. The Company believes that the cruise line is the primary obligor and principally liable to customers in all situations because the customer does not receive any services, other than bookings, offered by the Company. Amounts collected from customers but not yet paid to suppliers or franchises are recorded as customer deposits.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[3] Revenue recognition: (continued)

Franchise fees include initial franchise fees payable upon execution by the franchisee of the related membership agreement ("Initial Fees"), administrative service fees, and training and other fees. The Company recognizes revenues from Initial Fees ratably as the Company fulfills its contractual obligations required by the related franchise agreement, which is generally five years. Initial Fees recognized as revenue for the years ended December 31, 2018 and 2017 totaled approximately $1,230,000 and $1,095,000, respectively. Unearned Initial Fees are included in unearned revenue in the accompanying balance sheets. Administrative service fees are generally billed and recognized monthly and totaled $1,674,000 and $1,550,000 for the years ended December 31, 2018 and 2017, respectively.

[4] Cash and cash equivalents:

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

[5] Accounts receivable and allowance for doubtful accounts:

The Company carries its accounts receivable at cost less an allowance for doubtful accounts. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts, when deemed necessary, based on the history of past write-offs, collections and current credit conditions. Bad debts are written off against the allowance when identified. As of December 31, 2018 and 2017, management has recorded an allowance of approximately $119,000 and $180,000, respectively.

[6] Property and equipment:

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

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

[7] Intangible assets:

Identifiable intangible assets arising in conjunction with the acquisition of the outstanding stock of NLG Holdings, Inc. by WTH (the "Acquisition") consist of brand names and franchise agreements. These intangible assets were recorded at fair value based on the valuations performed by an independent valuation specialist at the time of the Acquisition and are being amortized on a straight-line basis over the remaining estimated useful lives. As of December 31, 2018 and 2017, the Company has not incurred an impairment charge.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[8] Long-lived assets:

Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over the fair value of the asset, while long-lived assets to be disposed of are reported at the lower of carrying amount or fair value less cost to sell and the related depreciation and amortization is ceased. As of December 31, 2018 and 2017, the Company has not incurred an impairment charge.

[9] Concentration of certain credit risks:

Financial instruments that potentially subject the Company to significant credit risk consist primarily of cash and accounts receivable. Substantially all of the Company's cash is held by one financial institution. As of December 31, 2018 and 2017, the Company had cash balances at this financial institution in excess of the federally insured limits. The Company has not experienced any losses in such accounts. The Company believes that it is not subject to unusual credit risk beyond the normal credit risk associated with commercial banking relationships.

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

[10] Income taxes:

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

The Company applies Accounting Standards Codification ("ASC") 740-10, *Income Taxes*, which clarified the accounting for income taxes by prescribing a minimum probability threshold that an uncertain tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. The Company recognizes accrued interest and penalties associated with uncertain tax positions, if any, as part of the income tax provision. There was no liability for unrecognized tax benefits or related interest and penalties recorded as of December 31, 2018 and 2017.

[11] Deferred rent:

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

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[12] Advertising expense:

The cost of advertising is expensed as incurred and totaled approximately $1,777,000 and $1,592,000 for the years ended December 31, 2018 and 2017, respectively, which is included in selling, general, and administrative expenses in the accompanying statements of total comprehensive income. The Company participates in cooperative advertising programs through WTH whereby WTH's vendors will reimburse all or a portion of advertising costs and license fees, which are then allocated to the Company and recorded as a reduction of the expense.

[13] New accounting pronouncements:

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers*, which outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. ASU No. 2014-09 requires an entity to recognize revenue depicting the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU No. 2014-09 will also result in enhanced revenue related disclosures. In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers: Deferral of the Effective Date*, which deferred the effective date of the new revenue standard for periods beginning after December 15, 2017 to December 15, 2018, with early adoption permitted but not earlier than the original effective date. The Company is currently evaluating the impact of this ASU on the financial statements which is effective in 2019.

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

In August 2016, the FASB issued ASU No. 2016-15, *Classification of Certain Cash Receipts and Cash Payments*. ASU No. 2016-15 clarifies how certain cash receipts and payments should be presented in the statement of cash flows. The guidance is effective for fiscal years beginning after December 15, 2018 with early adoption permitted. The Company is in the process of evaluating the future impact of ASU No. 2016-15 on the financial statements.

[14] Subsequent events:

The Company has evaluated events after December 31, 2018, and through March 29, 2019, which is the date the financial statements were available to be issued.

NOTE C - PROPERTY AND EQUIPMENT

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

	2018	2017
Equipment	**$ 1,792,513**	$ 1,662,056
Furniture and fixtures	**432,457**	281,725
Leasehold improvements	**238,717**	370,413
Computer software	**451,286**	451,286
Property and equipment, gross	**2,914,973**	2,765,480
Less: accumulated depreciation and amortization	**(2,423,006)**	(2,237,773)
Property and equipment, net	**$ 491,967**	$ 527,707

Depreciation expense amounted to approximately $185,000 and $148,000 for the years ended December 31, 2018 and 2017, respectively.

NOTE D - INTANGIBLE ASSETS

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

For each of the years ended December 31, 2018 and 2017, the Company recorded approximately $10,000 of amortization expense related to the brand name asset.

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

	2018			2017		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Brand name	**$ 845,801**	**$ (782,107)**	**$ 63,694**	$ 845,801	$ (772,527)	$ 73,274

NOTE D - INTANGIBLE ASSETS (CONTINUED)

Future annual amortization expense for intangible assets is as follows:

	Brand Name
2019	$ 9,580
2020	9,580
2021	9,580
2022	9,580
2023	9,580
Thereafter	15,794
	$ 63,694

NOTE E - RELATED PARTY TRANSACTIONS

[1] Cost allocations:

The Company participates in risk and benefit plans with WTH as well as cruise supply arrangements that WTH has negotiated with cruise lines. Human resources and finance activities of a limited nature are also performed for the Company by personnel of WTH. The accompanying financial statements included allocations for (1) overhead costs shared by the Company and another subsidiary of WTH; and (2) corporate overhead charges from WTH. The overhead costs are generally paid for by WTH and are allocated to the Company based on headcount. The corporate overhead charges are allocated based upon estimated costs. For the years ended December 31, 2018 and 2017, the Company was allocated approximately $7,997,000 and $6,734,000, respectively, of overhead costs; and approximately $250,000 of corporate overhead per year from WTH.

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

[2] Defined contribution plan:

WTH sponsors a 401(k) savings plan which covers substantially all full-time employees of the Company over age 21 that have a minimum of ninety days of service. The 401(k) plan permits employees to defer up to 70% of their eligible pay, subject to a maximum aggregate contribution. The Parent matches, at its discretion, 50% of the first 6% of the employees' contributions and may also make additional voluntary contributions. During the years ended December 31, 2018 and 2017, the Company was allocated approximately $113,000 and $85,000, respectively, for charges related to the matching contribution to the 401(k) plan.

[3] Due from World Travel Holdings, Inc.:

As of December 31, 2018 and 2017, the Company had a receivable due from WTH in the amount of approximately $13,855,000 and $11,156,000, respectively. This amount represents cash advanced by the Company to WTH, net of overhead costs allocated. Payments and cost allocations are made on an ongoing basis.

NOTE F - LEASE COMMITMENTS

The Company leases office space under the terms of an operating lease which expires in 2024. Minimum annual lease obligations as of December 31, 2018 under non-cancelable operating leases are as follows:

Year Ending December 31,	Amount
2019	$ 353,000
2020	364,000
2021	374,000
2022	386,000
2023	397,000
Thereafter	34,000
	$ 1,908,000

SUPPLEMENTARY INFORMATION

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

Supplementary Schedules of Revenue
(Unaudited)

	Year Ended December 31,	
	2018	**2017**
Commissions collected from travel sales	**$ 44,388,354**	$ 38,396,241
Franchise and other fees	**3,027,863**	2,773,397
Total revenue	**47,416,217**	41,169,638
Commissions earned by franchisees	**34,377,200**	29,672,932
Net revenue	**$ 13,039,017**	$ 11,496,706

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

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

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

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

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

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

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

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

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

LIST OF AGENTS FOR SERVICE OF PROCESS

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

California 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

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

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

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

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

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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, 2019

Legal Name	Street	City	State	Zip	Business Phone
Walter Davis	POBox 3684	Hueytown	AL	35023	(205) 744-1284
Peg & Cliff Gawne-Mark	1204 Rendale Road	Dothan	AL	36303	334-714-9062
Deloris Strawbridge	8000 Madison Blvd Suite D102 - 261	Madison	AL	35758	(314) 614-9705
Helen D and James M Velezis	215 Tweed Dr	Madison	AL	35758	(256) 464-3308
Sean Schultz	111 Bay View Dr	Daphne	AL	36526	(251) 952-4748
Lynna S Buckman	1733 South State Highway 109	Dothan	AL	36301	(502) 352-1351
Ryel World Travel, LLC	2448 Southwood Trace	Hoover	AL	35244	(205) 994-3030
Kristy Hamner	10396 House Bend Rd	Northport	AL	35475	(205) 800-8747
Rocket City Vacations LLC	3204 Governors Drive	Huntsville	AL	35805	(256) 513-8337
Donna Hillsgrove	1807 East Hanceville Rd. SE	Cullman	AL	35055	(256) 841-6322
Denise & Davis Glenn	1278 Deer Trail Road	Birmingham	AL	35226	(205) 985-7593
Cynthia & Johnny Bass	118 Ashford Circle	Birmingham	AL	35242	(205) 390-8823
Teresa I. & Sherman L. Utley	2810 8th St	Tuscaloosa	AL	35401	205-333-8771
Viki Thornton Mullins	2887 Acton Road Apt. I	Birmingham	AL	35243	(205) 586-5981
Thomas E. Johnston & Beth Ann Johnston	102 Gilbreath Ave	Fairhope	AL	36532	(251) 270-1456
Mendy Johnson & Associates, LLC	9271 Hamilton Creek Drive	Mobile	AL	36695	(251) 930-1308
Amie L. Anderson & Kevin Anderson	4197 Plantation Place	Helena	AL	35080	(205) 837-7914
Stephanie Charboneau	3973 Gaineswood Lane	Tuscaloosa	AL	35406	205-393-1236
Peggy & Steven Rosenthal	23 Shotliff Cir	Bella Vista	AR	72715	(479) 855-1250
Teressa Gasque	8112 Cypress Avenue	Fort Smith	AR	72908	(479) 649-8769
Orrin M. & Deborah L. Corwin	123 N. Oak Street	Lowell	AR	72745	(479) 306-6672
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
Lisa Merutka	3102 Hanna Ln	Bentonville	AR	72712	(479) 367-2027
Eagles Travel Company	42 Appaloosa Trail	Vilonia	AR	72173	(501) 796-3924

Sarah McCarter	3283 W. Ika Lane	Fayetteville	AR	72704	479-461-6692
Dawn R Hattison	2513 McCain Blvd #162	North Little Rock	AR	72116	(501) 658-0472
Dawn & Michael Nabours	2221 E Country Club Rd	Searcy	AR	72143	(501) 278-4599
Yvonne and Brad Jamieson	4499 E Sourwood Drive	Gilbert	AZ	85298-4639	(480) 279-5301
ETS, LLC.	1344 West Rockrose Way	Chandler	AZ	85248	(480) 696-7028
Rave Vacations, LLC	20144 E Rosa Rd	Queen Creek	AZ	85142	480-290-6959
Harold Feiner	3655 W Anthem Way Suite A-109, PMB 282	Anthem	AZ	85086	(623) 551-2042
Carol Ulinger	18654 N 72nd Drive	Glendale	AZ	85308-5827	(623) 566-8880
Robert A Rodriguez	41626 N. Club Pointe Dr.	Anthem	AZ	85086	(623) 551-7555
V. Cathy & Jeffrey Tobin	14174 N. Compass Rose Way	Marana	AZ	85658	(520) 225-0435
Paradise Found Cruise & Travel, LLC	1140 N Gilbert Road Suite 109	Gilbert	AZ	85234	(480) 646-4969
William O'Brien	15866 W Avalon Drive	Goodyear	AZ	85395	(623) 374-6373
Thomas J Frederick	10231 Shady Rock Lane	Tucson	AZ	85749	(520) 749-4069
Nancy & Joel Olsen	59962 E Heron Dr	Oracle	AZ	85623	(520) 825-6616
Dan Brown	16040 S 24th Place	Phoenix	AZ	85048	(480) 821-2898
Adeline C Edwards	20704 N 90th Place #1031	Scottsdale	AZ	85255	(480) 473-1441
Paul and Bonnie Buchanan	62160 E. Valley Crest Ct.	Tucson	AZ	85739	(520) 818-0800
TNB Travel, LLC	14613 E Larkspur Dr.	Scottsdale	AZ	85259	(480) 447-9277
Samuel Kowalewski	8741 W Acapulco Ln	Peoria	AZ	85381	(623) 329-4415
Susan and Michael Norman	2524 West Bronco Butte Trail Suite #2052	Phoenix	AZ	85085	(623) 518-6300
Julianna Clayton	2220 W. Mission Ln	Phoenix	AZ	85021	602.699.5589
Escape Masters Travel LLC	14510 E Golden Eagle Blvd	Fountain Hills	AZ	85268	(480) 503-8980
Cruisin Around Travel LLC	7234 N 173rd Ave	Waddell	AZ	85355	(602) 402-1472
Ships Ahoy Custom Cruises LLC	11145 East Sonrisa Ave.	Mesa	AZ	85212	(602) 903-7234
Perfect Travel Services, LLC	860 E Kramer St	Mesa	AZ	85203	(480) 787-5576
MLM & ASSOCIATES, L.L.C.	3322 E Bloomfield Rd	Phoenix	AZ	85032	602-428-4116
James E. Feltman Jr.	1715 E Aurelius Ave	Phoenix	AZ	85020	(602) 541-6080

Sepe Travel, LLC	2930 W Bluefield Ave	Phoenix	AZ	85053	602-938-5096
Ricky Olguin	30305 W Leah Dr	Buckeye	AZ	85396	(602) 223-1745
Ronna G. Todd & David D. Todd	16632 W Alvarado Dr	Goodyear	AZ	85395	623-535-9889
Baby Duck Enterprise LLC	7500 E Deer Valley Rd Unit 154	Scottsdale	AZ	85255	602-793-9795
Robyn R. Werhan	2532 N Fourth St. #150	Flagstaff	AZ	86004	(928) 440-4026
Newell Arthur Raxter	4603 West Boston Street	Chandler	AZ	85226	(480) 935-6525
B & D Vets Corp.	6809 W. Avenida del Rey	Peoria	AZ	85383	623-777-3268
Christopher W. Casper	3213 N 41st Place	Phoenix	AZ	85018	(480) 248-2403
Valena Jordan	22280 S.209th Way suite 221	Queen Creek	AZ	85142	(480) 550-5130
CustomVacations4U LLC	1228 E Briarwood Terrace	Phoenix	AZ	85048	(480) 471-5714
Optimal Partners, LLC	8915 S 14th Way	Phoenix	AZ	85042	480-428-8298
Gregory Alan Cassavaugh	2516 E. Javelina Ave	Mesa	AZ	85204	(480) 750-9393
Paul R & Gail Tucker	854 S Legacy Dr.	Thatcher	AZ	85552	(928) 651-7029
Aye Vacay, LLC	2043 E Southern Ave. Unit D	Tempe	AZ	85282	(480) 999-9939
Apreel Raven Nye Bourdo and Calvin Bourdo	1772 N. 79th Avenue #1121	Glendale	AZ	85308	(623) 703-1127
Carrie Chipman	15865 S. 1st Ave.	Phoenix	AZ	85045	(480) 256-1494
Countdown to Travel LLC	14402 N 9th St	Phoenix	AZ	85022	(602) 570-8562
Janet E. Blanks	2851 E Binner Drive	Chandler	AZ	85225	(480) 275-2760
Kara M Bonahoom	915 Mohican Drive	Lake Havasu City	AZ	86406	(928) 846-1716
Andrea L. Wright	5120 E. Hampton Avenue #1203	Mesa	AZ	85206	(480) 439-0600
April J. Filaski	1350 S. Ellsworth Rd. Apt #1083	Mesa	AZ	85209	(480) 579-2002
OMG Travel LLC	4335 E Turney Ave	Phoenix	AZ	85018	(602) 975-8964
Nancy J. Valletta, LLC	2473 S Higley Rd Suite 104-234	Gilbert	AZ	85295	(602) 312-9533
Craig Allen Aspden	1085 E Desert Moon Trail	San Tan Valley	AZ	85143	(480) 220-6529
Paul, Melanie & Jeremy Hsia	800 High Street, #412	Palo Alto	CA	94301	(650) 321-6888
Nancy Real	10363 Lakeshore Dr	Apple Valley	CA	92307	(760) 566-6677
Sharon L Heuton	20021 Gibbs Dr	Sonora	CA	95370	(209) 532-8637

Melanie Kaufmann	5448 Sur Mer Drive	El Dorado Hills	CA	95762	(916) 941-0794
Log, Lin & Associates LLC	16424 Alora Ave	Norwalk	CA	90650	562-246-9185
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
Laurence M Brodlieb	31606 Moonglow Ln	San Juan Capistrano	CA	92675	(949) 489-8500
Just Add Water Vacations	3137 VIA VISTA D	Laguna Woods	CA	92637	(949) 716-3020
William M Burdon	2821 Calle Loreto	Palm Springs	CA	92264	(818) 760-5111
Golden Summer Travel Service Inc	26303 Adalina Drive	Menifee	CA	92584	(951) 200-3424
Yong Choi	1185 Bennett Court	Fremont	CA	94536	415-516-5224
Jonice G. Notagiacomo	11301 W Olympic Blvd., #533	Los Angeles	CA	90064	(310) 338-2155
Albert Shaterian	1438 Rancho View Dr.	Lafayette	CA	94549	(925) 930-0620
Terry Croly & David Pyle	810 Eddy St. #401	San Francisco	CA	94109 -7708	(415) 674-7500
CJ Larkin	6433 Topanga Canyon Blvd. #271	Woodland Hills	CA	91303	(818) 298-2663
Book Fun Travel, LLC	82579 Concord Dr.	Indio	CA	92203	760-679-5079
Anthony Ojogwu	731 Deerwood Avenue	Lathrop	CA	95330	(209) 665-3015
Steve Faber	54 Arguello Circle	San Rafael	CA	94901	(415) 485-0100
Rebecca Lewis	4216 S. Mooney Blvd., #147	Visalia	CA	93277	(559) 804-5116
Lisa Hasselbach	3484 Cashmere Street	Danville	CA	94506	925-718-3015
Wheelie Fun Cruise and Travel, LLC	130 E San Fernando Street #301	San Jose	CA	95112	408-490-4351
Aliza Meng	1142 S. Diamond Bar Blvd. #109	Diamond Bar	CA	91765	909-693-3584
Copperleaf Enterprises Inc	28 Copper Leaf	Irvine	CA	92602	(714) 442-3632
Alexandra Ghiozzi	704 Thompsons Drive	Brentwood	CA	94513	(925) 240-0932
Desmond McCarthy	263 Strada Fortuna	Palm Desert	CA	92260 -1802	(760) 773-9910
Parrish Roth ACC	3060 Hillside Ave	Norco	CA	92860	(951) 734-4196
Mabel Ann Lum Wu and Ben H Wu	560 S. Avenida Faro	Anaheim Hills	CA	92807	(714) 974-8384
John C Robinson	294 W Chennault	Clovis	CA	93611	(559) 297-5274
Morrie and Beverly Frazier and Molly Mandal	1751 N Rogers	Clovis	CA	93619	(559) 299-4336
EDSU Cruises Inc	5318 Ramsdell Ave	La Crescenta	CA	91214	(818) 542-6405
Iain Michael Barnett,Inc	29715 Windsong Lane	Agoura Hills	CA	91301	(818) 865-9779

Derek Krabill & Norman Buchbinder db Valley Travel	4 Brandeis Circle	Rancho Mirage	CA	92270	(760) 880-9313
Susan Pretkus-Combs	32722 Coppercrest Dr	Trabuco Canyon	CA	92679	(949) 709-0098
Margaret J. Gomes	314 Rose Avenue	Los Banos	CA	93635 -2600	(209) 826-2584
Jacquelin Yerondopoulos	1141 Fairlawn Ct # 1	Walnut Creek	CA	94595	(858) 344-9555
Melissa Fulton	29101 Bouquet Canyon Rd.	Silverado	CA	92676	(949) 433-5129
Alex Pan & Company	27 Nantucket Place	Manhattan Beach	CA	90266	(310) 765-4023
Christy Scannell	4450 Caminito Ocio	San Diego	CA	92108	(619) 955-5535
Teodora Cocadiz	1361 Hillside Blvd	South San Francisco	CA	94080	(650) 784-9054
Carol Socol & Ali Bernstein	2323 S. Beverly Glen Blvd Unit 10	Los Angeles	CA	90064	(513) 421-1594
Shannon Speaker	8620 Belford Ave. #405	Los Angeles	CA	90045	(310) 216-9057
Suzanne & Stephen Klasen	1230-5 Madera Road #244	Simi Valley	CA	93065	(805) 210-5327
The Vacation Authority, Inc.	56498 Palms Drive	La Quinta	CA	92253	(760) 848-7200
Great Escape Travel Inc.	740 Texas Street Suite 205	Fairfield	CA	94533	(707) 766-0904
Dana Apple-Coolures	2662 Brindle Ct	Simi Valley	CA	93063	(805) 304-4540
Richard A. Perez Sr.	841 Brittany Circle	Hollister	CA	95023	(831) 313-0661
Leann Bowen & Associates, LLC	3004 Clear Falls Ct.	Bakersfield	CA	93308	(661) 430-6272
Dickson Yeung	1679 Los Padres Blvd	Santa Clara	CA	95050	408-982-6688
World Passport Travel, LLC	10135 Walnut Avenue	South Gate	CA	90280	(323) 319-2877
Rodrigo Z. & Natilou D. Benipayo	1651 Allenwood Circle	Lincoln	CA	95648	(916) 258-7100
NCBC Journeys, Inc.	4903 Orinda Avenue	View Park	CA	90043	(323) 309-8208
Alan and Alisa Harris	1854 Avenida Mimosa	Encinitas	CA	92024	(760) 274-6291
Emelita Bernardo	297 Beachview Ave	Pacifica	CA	94044	(650) 580-8297
Jeffery Broussard	3910 Marlesta Dr.	San Diego	CA	92111	858-342-4802
Nitin Bhatnagar	664 Camino del Sol	Thousand Oaks	CA	91320	(805) 499-0000
WM Adventures Inc	34 Via Madera	Rancho Santa Margarita	CA	92688	(949) 681-8092
Terry Hall	8691 C Ave	Hesperia	CA	92345	760 240-4127

Kimberly Soda	391 Alamo Way	Oceanside	CA	92057	(760) 610-6228
Hathaway & Associates, LLC	4740 4th Street	Carpinteria	CA	93013	805 978-5870
JJLM Corporation	1100 Town & Country Road Suite 1250	Orange	CA	92868	(714) 282-1600
Live Your Bliss Travel	1045 Billington Lane	Roseville	CA	95747	916-595-2046
Jeanne Anderson & Timothy Hood	3380 La Sierra Ave. Suite 104-481	Riverside	CA	92503	951-742-8033
Argelia Romano and Anaiss Lopez	5110 Turquoise Avenue	Alta Loma	CA	91701	(909) 493-1408
Elisaden Canlas & Suaib Mohammad Samier	2432 Rockrose Cir	Roseville	CA	95747	(916) 899-0365
Jessica Munoz	1008 Beacon St	Pittsburg	CA	94565	(925) 497-1829
Christopher M. Baker	7421 Mayfield Street	Corona	CA	92880	951-356-5541
Paul Munly	1712 Magnolia Ave.	Chico	CA	95926	(530) 535-8747
Mellifera Travel, LLC.	1551 5th St.	MANHATTAN BEACH	CA	90266	(805) 403-0804
Alexander & Audreyann D Mejia	27851 Wild Sage CT.	Menifee	CA	92585	(951) 672-2967
Mirmar Company, LLC	5808 Calico Cove Ct	Bakersfield	CA	93306	(661) 348-4204
Kathleen A. Sinclair & John M. Walker	914 Nysted Drive	Solvang	CA	93463	(805) 325-9685
Johnna Hose	40583 La Salle Pl	Murrieta	CA	92563-6418	(951) 440-7575
Debra A. Mansfield	56 Stonetree Lane	Novato	CA	94945	(415) 761-2010
Lynn Wheeler	10772 Meadow Glen Way East	Escondido	CA	92026	(760) 297-1044
Diana Aguilar	12621 Ranchero Way	Grass Valley	CA	95949	530-334-5285
Pamela A Peterson	364 W. Kirkwall Rd	Glendora	CA	91740	(626) 224-2211
Sandra & William Alston	6569 Scaup St	Carlsbad	CA	92011	760-814-2123
William L. & Barbara A. Wilson	630 David Circle	Placerville	CA	95667	(530) 919-6367
Anna Borja & Siliana Chacon	1650 E Gonzalez Rd #313	Oxnard	CA	93036	(805) 919-9094
Trunkie Life, LLC	29426 Gary Drive	Santa Clarita	CA	91387	(818) 741-4031
William Haskins	6150 Center Street #428	Clayton	CA	94517	(925) 286-3584
Julie & Robert Schallmann	5318 E 2nd St #147	Long Beach	CA	90803	(562) 433-3841
Nicole Linsday	13775-A Mono Way #911	Sonora	CA	95370	(209) 591-8785
Jose Neil Q. Quiatchon & Jocelyn A. Quiatchon	3320 Fetereia Drive	Modesto	CA	95355	(209) 552-0933
Isabelita S. Palanca	4311 Cedros Avenue	Sherman Oaks	CA	91403	(956) 329-9203

	Apt 4				
Anna Mills-Giannavola & Anthony Giannavola	558 Shadow Lane	Simi Valley	CA	93065	805-624-7435
DC Smith Personalized Travel Inc.	14188 Larkin Court	Fontana	CA	92336	(310) 882-5177
Michele & Jason Huff	4405 Rhineland Dr	Fort Irwin	CA	92310	(334) 718-5579
C & O Travel, LLC	28 Bruce Court	Pleasant Hill	CA	94523	(925) 278-1684
Kevin Melchor	1543 Clark Street	Upland	CA	91784	(909) 736-9878
Deborah Shimojima	17723 Merridy St	Northridge	CA	91325	(818) 730-3902
Need Want Vacation LLC	904 Arrowhead Terrace	Clayton	CA	94517	(925) 222-3292
Chris-Ann Venugopal	3271 E. Via Montiano Ave.	Clovis	CA	93619	(559) 977-8033
Shanon Merkel	3174 Richert Avenue	Clovis	CA	93619	(559) 906-4927
Elizabeth Pitman	6387 Menlo St.	Simi Valley	CA	92063	(310) 560-2549
John Thevenot	2941 Ponderosa Circle	Thousand Oaks	CA	91360	(805) 590-6292
Socheath Ly	2035 Crystal Downs Dr	Corona	CA	92883	(951) 429-3989
Ardalan Gharachorloo	6211 Casita Ave	Carmichael	CA	95608	(916) 436-5177
Kari Gibson, Barbara Gibson & Dallas Gibson	23505 Gentian Ct	Valencia	CA	91354	(661) 360-1300
Jennifer Nicol	354 Yosemite Dr	Pittsburg	CA	94565	(925) 267-9993
Oleg Budanov	669 26th Avenue	San Francisco	CA	94121	(415) 702-3020
Rosaline Raj	117 Bernal Road Suite 70-306	San Jose	CA	95119	(408) 438-5974
Anna Hoy	17102 Stark Ave	Cerritos	CA	90703	(562) 403-2344
Shelley-Anne Wooderson Martin	424 South Ford Boulevard	Los Angeles	CA	90022	(760) 994-4983
Tina Scozzaro	6575 Cleomoore Avenue	West Hills	CA	91307	(818) 456-9658
Lori Foster	57 Calle Akelia	San Clemente	CA	92673	(949) 391-9294
Lisa Peurrung	3054 Club House Road	Costa Mesa	CA	92626	(714) 916-3004
Lunabella Travel	7009 Cedar Ln	Dublin	CA	94568	(925) 999-9944
RAINBOW TRAVELPROS LLC	43 Oak Forest Place	Santa Rosa	CA	95409	(707) 595-3706
Gustavo G. Selig	16000 Sherman Way 229	Van Nuys	CA	91406	(818) 836-1533
James Weeks	284 Bucknell Road	Costa Mesa	CA	92626	(949) 541-8335
Heart of the Fair Oaks Village, LLC	10148 Fair Oaks Blvd	Fair Oaks	CA	95628	(916) 496-3209
Karron Browning & Andrea Browning	4418 Ocean Lane	Elk Grove	CA	95757	(916) 896-0202
Randy McGill & Colleen McGill	13730 Strawberry Circle	Penn Valley	CA	95946	(559) 906-4711

Trips & Events-2-Adore LLC	440 Dohrmann Lane	Pinole	CA	94564	(510) 724-2367
Par Potestas Enterprises, LLC	1600 15th St Unit 429	San Francisco	CA	94103	(415) 234-5240
Ma Myra S. Gamboa	435 Florence Ave	Ontario	CA	91764	(626) 494-4167
Lorinda Marie Mondia & Milan Mandani	151 Marbly Ave	Daly City	CA	94015	(650) 777-7113
Veraan Xu	2288 Bliss Circle	Oceanside	CA	92056	(760) 585-9001
Karen Rhyne and Lorraine Jones	2340 Port Durness	Newport Beach	CA	92660	949-644-0148
Eugenie Fellmer	6257 South Boston Ct	Englewood	CO	80111	(303) 770-0332
Kathleen L. Carmer	8445 Parfet Court	Arvada	CO	80005	(303) 456-6466
KD'S CRUISES AND TOURS	7131 Dunklau Rd	Ft. Garland	CO	81133	(719) 379-3133
The McKenna Travel Goup LLC	2647 Trailblazer Way	Castle Rock	CO	80109	(720) 542-9864
Janet Evans and S Haddox	11225 Chase Ct	Westminster	CO	80020	303-997-8190
Lynn Ogden	5671 S Hannibal Way	Centennial	CO	80015	(720) 524-8560
Winchell & Associates, LLC	300 Center Dr. Ste. G #329	Superior	CO	80027	(720) 696-0566
Dana D. Garies	5092 Horned Owl Way	Parker	CO	80134	303-579-6782
CO Travel Group, LTD	14231 E 4th Ave, Suite 224	Aurora	CO	80011	(303) 513-8142
Peisner & Associates, LLC	7311 CENTENNIAL DR.	PARKER	CO	80138	720-464-3850
Cloudblue Vacations, LLC	2546 South Main Street	Erie	CO	80516	303-828-1015
Shay World Travel Group, LLC	212 Mulligan Lake Drive	Mead	CO	80542	303-776-0969
Ledbetter Travel, LLC	14098 E Arizona Ave	Aurora	CO	80012	(720) 735-9450
Cheryl L. Simpson	9666 Brentwood Way #304	Broomfield	CO	80021	(703) 646-VACA
Real Travel Pros LLC	7832 Renegade Hill Dr	Colorado Springs	CO	80923	(719) 600-8691
Gunilla Godebu	6936 Totara Place	Niwot	CO	80503	(720) 340-3699
Travel Deals for All LLC	200 Quebec St. Bldg 300-111 #6	Denver	CO	80230	(303) 777-1940
Anderson Getaways, LLC	590 W Highway 105 STE 171	Monument	CO	80132	(719) 345-6200
Eric Orndoff & Tracey Mancini	79 Travis Cir.	Colorado Springs	CO	80916	(719) 359-2574
Meghann Nicole Martinez & Andrew C. Martinez	1490 S Chase Ct	Lakewood	CO	80232	(720) 572-1980
Brent Mahaffey	7061 E 121st Place	Thornton	CO	80602	(720) 263-0004

Bryan Christopher Swain	0112 Sawmill Run Road	Breckenridge	CO	80424-6743	(970) 393-7123
Susan Sitter	6494 S Sycamore St	Littleton	CO	80120	(720) 484-5583
Wesley & Jamie Miller	62 Anella Drive	Bethany	CT	6524	(203) 898-4542
Sonja Michael & David Carroll	34 Brook Rd	Enfield	CT	6082	(860) 741-3514
Joseph M Solimene	37 Jennifer Drive	North Haven	CT	6473	(203) 859-3800
SSRT Consultants, LLC	110 Skinner Road	Berlin	CT	6037	(860) 829-0492
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
Cruise Vacations Unlimited, LLC	39 Lawrence Ave.	Milford	CT	6460	(203) 647-3107
JD Travel Group, LLC	28 Holiday Dr	Norwalk	CT	6851	(203) 286-7311
Next Vacation Travel, LLC	31 Brittania Dr	Danbury	CT	6811	(203) 989-0449
Joanne Hiltz	660 Goose Lane	Guilford	CT	6437	(203) 650-0622
Balter Travels LLC	35 Red Bluff Rd	East Haven	CT	6513	(203) 823-9656
Joseph Longo	49 Woodpark Dr.	Watertown	CT	6795	(203) 779-0220
Rosemond Frett	11 Burton Street	Hartford	CT	6112	(860) 522-3600
Trinita Brown	2916 Stephenson Place NW	Washington	DC	20015	(202) 237-8418
Felix Barreras and Associates LLC	2125 14th Street NW	Washington	DC	20009	(202) 515-1034
Cruise With Bob LLC	32317 Mulligan Way Baywood Greens	Long Neck	DE	19966	(302) 945-4620
Elaine Nolan	159 Orchard Grove Court	Camden	DE	19934	(302) 698-6468
Travel Partners of Delaware, LLC	63 Long Rifle Ct	Newark	DE	19702	(302) 737-2312
Calhoun Travel LLC	18766 John J Wiliiams HWY Suite #4-228	Rehoboth Beach	DE	19971	(330) 240-6845
C and C Travel LLC	19266 Coastal Hwy Unit 4 Suite #64	Rehoboth Beach	DE	19971	516-331-2353
Sicamor LLC	543 Bethany Loop	Bethany Beach	DE	19930	(302) 678-3239
Dream Travel @ The Riverfront Inc.	600 N Market St	Wilmington	DE	19801	(302) 981-4997
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
Away We Go, LLC	20399 Blueberry Drive	Lincoln	DE	19960	(302) 538-5888
Brian Wilkinson	1239 Caitlin Way	New Castle	DE	19720	(302) 639-6699
Kris Kerns Inc	3250 Westcott Ct	Palm Harbor	FL	34684-1623	(727) 786-1838

Five Star Meeting & Travel Planning	14022 Fiesta Circle	Jacksonville	FL	32225	(904) 930-4702
Melden Cruises, LLC	8345 NW 66 St #4137	Miami	FL	33166	(305) 728-4613
Jacqueline Hempstead	96333 Grande Oaks Ln	Fernandina Beach	FL	32034	(904) 844-2185
Gina Purvis Travel, LLC	11967 W Broookside Ct	Homosassa	FL	34448	(352) 503-6568
Irene Mocharski, Paul Mocharski & Lauren Mocharski	15632 Panther Lake Drive	Winter Garden	FL	34787	(845) 638-3984
Judy Cabaniss	4460 Aberdeen Circle	Viera	FL	32955	(321) 504-0237
Ramus Holdings, LLC	1061 Providence Lane	Oviedo	FL	32765	(928) 708-0670
As You Wish Vacation INC	7010 NW 39th Ct	Coral Springs	FL	33065	(954) 309-0255
Donna Richards	7360 36th Court	Vero Beach	FL	32967	(772) 569-1977
Alan Richman & Helen O'Hare	4124 8th Ct	Lantana	FL	33462	(561) 899-3206
Get Lost At Sea LLC	3757 Sunward Drive	Merritt Island	FL	32953	(321) 735-0202
Raja Raman	11172 Turnbridge Drive	Jacksonville	FL	32256	(904) 446-8093
Joan Orzech	1802 SW Monterrey Lane	Port St Lucie	FL	34953	(772) 340-1855
Destinations and Dreams Inc	10335 Boynton Place Circle	Boynton Beach	FL	33437	(561) 740-7576
Anita Wolmetz	11698 Briarwood Cir. #2	Boynton Beach	FL	33437	(561) 742-9600
Curt Leming	8123 Sorrento Lane	Naples	FL	34114	(239) 204-2200
David Senita	8970 NW 148 Terr	Miami Lakes	FL	33018	(786) 235-5057
SaveOnCruisesNow, LLC	11595 Kelly Road Suite # 119	Ft. Myers	FL	33908	(239) 689-1356
M & M Travel, LLC	8781 Lakeview Drive	Parkland	FL	33076	954-829-0356
Joseph Wright	4077 Luther Fowler Rd	Pace	FL	32571	(850) 393-2322
Juanita Bion	1206 SW 51st St	Cape Coral	FL	33914	(651) 484-0466
Gunnar Todal	6278 North Federal Highway #197	Fort Lauderdale	FL	33308	(484) 764-9010
Sean Kennedy	12032 SW Knightsbridge Ln	Port St. Lucie	FL	34987	(772) 345-3298
Robin & Thomas Matthews	18608 Harbor Light Way	Boca Raton	FL	33498	(561) 488-5656
Barbara B Rice	2072 Cortez Ave	Vero Beach	FL	32960	(772) 569-1821
Camelot Adventures, Inc.	10776 Ravenna Way	Fort Myers	FL	33913	(609) 625-8100
Michele Shannon	1460 Gulf Blvd #504	Clearwater	FL	33767	(727) 517-8180
Richard L. Truitt Enterprises, Inc	515 Woodstead Court	Longwood	FL	32779	407-739-7686

Your Travel Fix, LLC	3694 SE Fairway E	Stuart	FL	34997	(772) 214-9985
Denise Terkosky LLC	329 Chicasaw Court	St. Johns	FL	32259	(904) 230-2565
Leisure Consultants Inc	3332 Sagebrush Street	Harmony	FL	34773	(407) 348-1776
Ace and Associates, LLC	20740 Tisbury Lane	North Fort Myers	FL	33917	(216) 347-3700
Values Voyages and Ventures LLC	9640 Bergamo Street	Lake Worth	FL	33467	(410) 779-9230
Joanne Garroway	5982 Las Colinas Cir	Lake Worth	FL	33463	(561) 967-4646
Tammie Vassou	12910 NE 75th Street	Bronson	FL	32621	(352) 486-8998
Yardley Associates Inc	6477 Marbletree Lane	Lake Worth	FL	33467	(561) 968-1900
Eddie Alvarez	6557 Pomeroy Circle	Orlando	FL	32810	(321) 251-5345
Darlene & Steven Smarra	205 Taft Dr	Davenport	FL	33837	(561) 935-4001
World Class Destinations, LLC	340 NW 35th Court	Oakland Park	FL	33309	(954) 561-8829
Simone and Luis Bellmas	6821 Hancock Rd	SW Ranches	FL	33330	(954) 931-2912
Kristina Lauderdale & Danielle Monds	4330 Hillcrest Dr. #308	Hollywood	FL	33021	(954) 300-2503
Sharon R. Newby	3737 Diamond Oak Way	Zellwood	FL	32798	407-309-7447
Susanne L. Bender	3507 Oglebay Drive	Green Cove Springs	FL	32043	904-830-4389
Monica & Ronald Troxell	523 Coral Trace Blvd	Edgewater	FL	32132 -6944	(386) 410-4444
Robert Ditmars Jr.	5123 Willow Links	Sarasota	FL	34235	941-650-7770
Kismet Travel LLC	2935 Minuteman Lane	Brandon	FL	33511	(813) 409-3122
Jill Venturi & Philip Abdnoor	5976 20th Street #239	Vero Beach	FL	32966	(772) 564-2477
Kathreen & James Hicks	1412 14th Lane	Palm Beach Gardens	FL	33418	(561) 776-1667
Frank Castiglione & Associates, LLC	10715 Versailles Blvd	Wellington	FL	33449	(561) 333-7785
Global Cruise and Travel	1050 Satin Leaf St.	Hollywood	FL	33109	(954) 927-9048
Chris and Cheryl Schubert	1418 Mayesville Way	The Villages	FL	32162	(352) 350-7719
Linda & Ron Smith	6825 Bluffs Blvd	Tampa	FL	33617	(813) 980-1499
Aselage Enterprises, Inc	1813 Wards Landing Court	Orange Park	FL	32003	(904) 278-1105
Mikaela Walker-Meyer	10524 Moss Park Road Suite 204-778	Orlando	FL	32832	(646) 374-0967
Michelle Newell & Dennis Whidden	2910 Kerry Forest Pkwy 4D-351	Tallahassee	FL	32309	(850) 893-7300

Port to Port LLC	909 Shady Canyon Way	Poinciana	FL	34759	(863) 496-5262
Neil and Debra Lazinsky	11683 Caracas Blvd.	Boynton Beach	FL	33437	(631) 782-1537
Veronica Persaud	5951 Wellesley Park Dr, Suite #504	Boca Raton	FL	33433	(561) 740-8151
Pastor Enterprises, Inc.	1724 E. Ridgeline Path	Inverness	FL	34453	(352) 527-8473
Stephen Swisher	468 Bellissimo PL	Howey in the Hills	FL	34737	(352) 404-6052
Vianello&Associates,Inc	5801 SW 50 Terr	Miami	FL	33155	(305) 665-1517
Deep Water Travel LLC	2920 Anniston Rd	North Port	FL	34288	(941) 803-4852
Craig Trapper Martin & Michael Shane Smart	7836 Holiday Isle Drive Unit 203	Belle Isle	FL	32812	(202) 330-1301
John D. Dews	2962 Longbrooke Way	Clearwater	FL	33760	(727) 536-9991
Sea Jay, Inc.	Festival Marketplace 2900 West Sample Rd, Booth 5305	Pompano Beach	FL	33073	(954) 227-7772
Oceans Eleven of Sarasota Inc.	4780 Country Meadows Blv	Sarasota	FL	34235	(941) 342-9555
Sherri Skipper	15510 Laguna Hills Drive	Ft. Myers	FL	33908	(239) 454-0550
Allen Kreisberg	4782 W. Commercial Blvd	Tamarac	FL	33319	(305) 790-9026
Richard Gemelli	662 SW McCracken Avenue	Port St Lucie	FL	34953	(772) 873-4060
Thomas Delaney Jr	11017 River Trent Court	Lehigh Acres	FL	33971	(239) 560-7980
Tina Amidon	1101 Powell Drive	Singer Island	FL	33404	(561) 308-2644
Jose Alfredo Silva and Roger A Silva	800 North Miami Ave E-1007	Miami	FL	33136	(786) 467-0623
SKA Enterprises LLC	1301 Baez Way	The Villages	FL	32162	(352) 751-1122
Cruise & Tour Services, Inc	1632 Lake Rhea Dr.	Windermere	FL	34786	407-258-8726
Mara Hargarther & Claudia Thaler	101 Marketside Avenue Ste 404-174	Ponte Vedra	FL	32081	(904) 280-1992
Judi Gordan	10227 Grand Oak Circle	Madeira Beach	FL	33708	(727) 397-1900
Breakaway, Inc.	16085 SW 101 Terrace	Miami	FL	33196 -6162	(305) 752-5500
Karen Marie Bultemeier	33809 Terragona Drive	Sorrento	FL	32776	(407) 788-3009
Cruise Art LLC	1930 Harrison St Ste 502	Hollywood	FL	33020	(754) 216-1513
Jo Dalene Freese	2457 Buttonwood Run	The Villages	FL	32162	(352) 350-6341
Carrie Volpe	956 Nixon cir ne	Palm Bay	FL	32907	(321) 574-0292

Turman Travel, Inc.	9743 Crescent View Dr. S	Boynton Beach	FL	33437	(561) 810-6266
Robert A Smith & Kathryn Michelle Smith	8566 SW 79th Ave	Ocala	FL	34476	(706) 534-0335
David & Linda Foxlow	6708 Cheswick Street	Sarasota	FL	34243	(941) 355-9704
Matthew Jobe	3527 McCormick Woods	Ocoee	FL	34761	(865) 235-8118
Darrell J. Vincent	7150 Plantation Road #327	Pensacola	FL	32504	(850) 637-8765
Candie Steinman	12030 Santaluz Dr #201	Ft. Myers	FL	33913	(239) 689-1629
Inspiration Investment Holdings, LLC	176 S Hibiscus Drive	Miami Beach	FL	33139	(786) 390-7358
Merci Newquist	558 Lakeworth Circle	Lake Mary	FL	32746	(407) 732-7065
Marty Christoffersen	10644 Gooseberry Ct.	Trinity	FL	34655	(727) 645-5814
Break Time Travel, LLC	8011 West 18 Lane	Miami Lakes	FL	33014	(786) 565-2785
Concierge Creations LLC.	550 Coliseum St. Apt. 31207	Orlando	FL	32828	(321) 418-7080
TNG TRAVEL, L.L.C.	2040 Foxtail View Ct	West Palm Beach	FL	33411	(561) 444-3526
D&H Ventures, LLC	269 Carriann Cove Trail W	Jacksonville	FL	32225	(904) 410-4116
Jacqueline Loisage	3956 Town Center Blvd	Orlando	FL	32837	(407) 847-0062
Sharon M Davis	8711A SW 91st Street	Ocala	FL	34481	(352) 509-4832
Bryan Villella	4665 SW 28th Ave	Ft Lauderdale	FL	33312	(754)201-1079
BD Knox & Associates, LLC	1634 Morning Dove Loop North	Lakeland	FL	33809	(863) 815-0995
MY FIVE STAR TRAVEL LLC	1110 Riflecrest Avenue	Valrico	FL	33594	(813) 324-8236
Jay Boles & Linda Newcomb	2819 Old Carriage Lane	Fort Walton Beach	FL	32547	(850) 244-0267
Candice Bourne	6981 SW 20th Street	Margate	FL	33068	(954) 968-6762
JORATE CORP	2740 SW Martin Downs Blvd #302	Palm City	FL	34990	(772) 237-3496
Cruises & Tours Worldwide, LLC	12217 Whistler Way	Boynton Beach	FL	33473	(732) 222-2111
Peggy & Daniel Mellen	2320 Mossy Oak Drive	North Port	FL	34287	410-753-4990
Planet Earth Travel LLC	6919 Treymore Court	Sarasota	FL	34243	(941) 312-6976
McKinney Brands LLC	2246 Wild Tamarind Blvd.	Orlando	FL	32828	(407) 504-7677
Janette Collazo	36721 Sandy Lane	Grand Island	FL	32735	(352) 434-8128
Edward & Carolyn Fresneda and Iris Guzman-Morales	4186 Quail Wood Dr	St. Cloud	FL	34772	(407) 749-6801

C & BG Vacation Holdings LLC	1190 Fairway Dr	Dunedin	FL	34698	(727) 741-1438
Global Vacations With Grace, LLC	6242 SW 27 Street	Miramar	FL	33023	(954) 213-6433
Ami Heising	13277 NW 15 Ct.	Pembroke Pines	FL	33028	(954) 444-2273
Reliable Travel Services, LLC	22005 Seashore Cir	Estero	FL	33928	(239) 687-4300
Ginger Shaffer	2523 NW 13th Steet	Cape Coral	FL	33993	(239) 283-7020
Rita Foris Travel LLC	19667 Turnberry Way 10-J	Aventura	FL	33180	786-207-2939
Moriah & Alan Moore	28051 US Highway 19 N Suite 106	Clearwater	FL	33761	(727) 493-1551
T. L. Hunt Ventures, LLC	106 Wellington Drive	Palm Coast	FL	32164	(904) 479-6867
Journeys By Jack, LLC	13903 Bee Tree Court	Hudson	FL	34669	(727) 287-4141
Graciela Guerendian	9411 SW 4 Street Apt 203	Miami	FL	33174	786-360-2688
Cindy West	6779 Paul Mar Drive	Lake Worth	FL	33462	(561) 268-4858
Platinum Travel Group, LLC	2342 SW 13 Street	Miami	FL	33145	(305) 302-3888
Island City Cruises and Tours LLC	1733 NE 28th Dr	Wilton Manors	FL	33334	(954) 306-1499
Dominguez & Dominguez, LLC	95131 Snapdragon Drive	Fernandina Beach	FL	32034	(904) 366-6645
Donna Bonneau	12551 Bassbrook Lane	Tampa	FL	33626	(813) 433-0050
Marcelo & Milena Batista	3921 Crystal Lake Dr #114	Deerfield Beach	FL	33064	(954) 588-7853
Ferguson Global Travel, LLC	532 Hampton Rd	West Palm Beach	FL	33405	(561) 833-4593
Skavoovy Enterprises, Inc	16057 Tampa Palms Blvd Suite 247	Tampa	FL	33647	(813) 489-6226
Encore Creations Inc	5132 Oak Island Rd	Orlando	FL	32809	(407) 392-2156
Amanda & Jeremy Bustillos	9105 17th Ave NW	Bradenton	FL	34209	(941) 226-1586
Winston Laltoo	6720 Paul Revere Court	Orlando	FL	32809	(407)-579-8190
BraKe001 LLC	3500 Bay Island Circle	Jacksonville Beach	FL	32250	(904) 208-2796
Dawn E. Perreault	11434 Fort Lauderdale PL	Venice	FL	34293	(941) 786-0223
Susana Calero	17177 SW 43 Court	Ocala	FL	34473	(352) 454-2038
Edward Davis	4518 25th st sw	Lehigh Acres	FL	33973	239-271-9745
Robyn States & Robert Waugh	3624 Aberdeen Dr	Sarasota	FL	34240	941-780-2370
Barry & Jenifer Breaux	15210 Fishhawk Preserve Drive	Lithia	FL	33547	813-667-7000

Michael F. Horan	5317 Fruitville Rd Ste 47	Sarasota	FL	34232	941-952-8985
Cruise and Travel Pro, Inc	7829 Palmilla court	Reunion	FL	34747	(207) 510-7700
UBERWORLD TRAVEL, LLC	2725 Park Drive Suite 2	Clearwater	FL	33763	(727) 281-8103
Madeline B and Lee N Hartsfield	7524 Bradfordville Rd.	Tallahassee	FL	32309	(850) 273-7111
Aida Bello Vazquez	1501 SW 126 PL	Miami	FL	33184	305-642-8841
BW Travel Agency, LLC	2218 South Chickasaw trail	Orlando	FL	32825	(407) 401-9199
HP Travel Go, LLC	32148 Goddard Drive	Wesley Chapel	FL	33543	813-785-4585
William Schneider Ent Inc	10236 Charleston Corner Road	Tampa	FL	33635	(813) 855-0162
7 Cees Travel, LLC	527 Outlook Drive	Nocatee	FL	32081	904-257-3788
Carlson Early Travel Group, LLC	319 Balfour Drive	Winter Springs	FL	32708	(407) 901-4179
George & Detra Wilson	822 Dolphin Drive	Panama City Beach	FL	32408	(850) 708-8796
Nicole's Getaways Inc	14620 96th Lane N	West Palm Beach	FL	33412	(561) 408-6400
Endless Luxury Travel Inc	4836 NW 1st Street	Plantation	FL	33317	(954) 317-0526
Norman Wray	18459 Pines Blvd. #205	Pembroke Pines	FL	33029	954-451-6139
Bartimus Travel Group,Inc.	261 Pinehurst Point Dr.	St Augustine	FL	32092	(904) 392-1703
Abora Travel, LLC	4326 Spinnaker Cove Lane	Tampa	FL	33615	(813) 563-2404
Concierge Realty Inc.	15568 Ave of the Arbors	Winter Garden	FL	34787	(407) 697-6267
Carol A & Michael J Braddy	11950 4th Street East	Treasure Island	FL	33706	(727) 303-2868
Christina Petty Inc	100 SE Nightingale Street	Keystone Heights	FL	32656	(352) 478-8092
Duane James Cobenais Sr	10675 Ivanhoe Lane	Wellington	FL	33414	(651) 226-3395
Timothy Glynn & David Quintos	16654 US 41 # C-4	Spring Hill	FL	34610	(352) 346-8002
Hip Trip Advisors, LLC	2243 Wiley Street	Hollywood	FL	33020	(954) 436-8660
Calista Travel, LLC	1113 East Dandridge Lane	St Johns	FL	32259	615-973-3390
Johnson, Lane & Associates, LLC	6822 Butterfly Drive	Harmony	FL	34773	(770) 286-0524
Book With Michael LLC	319 SW 120th Ave	Pembroke Pines	FL	33025	954-907-5451
Sarah I. Garrett	2010 Vero South Circle SW Unit #5	Vero Beach	FL	32962	772-359-3673
Timely Adventures and Travel, LLC	1238 Cordoba Ct	Dunedin	FL	34698	727-365-7268

Laurie and Greg Shuss and Associates, LLC	28499 Burano Drive	Bonita Springs	FL	34135	239-603-6040
Scott R. & Jill R. Franzen	259 Nightingale Ave	Fort Pierce	FL	34982	(772) 828-2021
TravelGators, Inc	2679 SW Glenmoor Way	Palm City	FL	34990	772-220-9566
M and D Travel	25197 Campos Dr	Punta Gorda	FL	33983	941-200-1229
ISAIL BLUESKIES VACATIONS INC	6581 SW 129th street	Ocala	FL	34473	(352) 289-1282
Sharon W. Cofer	265 Pinehurst Pointe Dr.	Saint Augustine	FL	32092	(904) 436-3799
AVALDES CONSULTING INC	10260 SW 59 St	Cooper City	FL	33328	954-715-7300
FLASH FRAME, INC. d/b/a TRAVEL BY ILYSE	10720 Grande Blvd	West Palm Beach	FL	33412	561-568-1701
Patricia Anne Dalia	5422 Whispering Willow Way	Fort Myers	FL	33908	239-317-6957
Teri and Thomas Fairley	1038 Buttercup Glen	Bradenton	FL	34212	941-226-2994
Total Vacation Planners LLC	682 Vergini Drive	Ocoee	FL	34761	407-670-7757
Craig D. Button	73 Uhl Path	Palm Coast	FL	32164	(386) 263-7292
Lowenthal Travel, LLC	100 1st Ave North UNIT 1001	SAINT PETERSBURG	FL	33701	727-266-0730
Roberts Travel Group, LLC	289 Silver Maple Rd.	Groveland	FL	34736	(352) 631-5765
Just Imagine Voyages + Events, LLC	308 W. Woodlawn Ave.	Tampa	FL	33603	(813) 857-6904
Roni Coppock & Steven Coppock	704 Nautilus Drive	Port Saint Joe	FL	32456	(850) 778-8770
Zita Keeley Travels LLC	3420 S. Ocean Blvd Suite 4P	Boca Raton	FL	33487	561-372-2531
MN TRAVEL LLC	15450 SW 21st Terrace	Miami	FL	33185	(305) 646-1401
Dave and Wendy Travel LLC	10928 118th Street	Seminole	FL	33778	(727) 648-4059
We Cruise Too Group, LLC	11310 S Orange Blossom Trail #181	Orlando	FL	32837	(407) 858-9668
Richard B. Weinstein	6574 N State Road 7 Suite 257	Coconut Creek	FL	33073	(954) 574-9991
Ship N Shore Destinations LLC	10303 Sunrise Lakes Blvd Apt 306	Sunrise	FL	33322	954-998-3506
Happy Feet Travel and Tours LLC	3564 N Sylvan Lane	Melbourne	FL	32935	(321) 872-5531
Charlotte Bonning & Brian Bonning	8465 Hamden Rd	Jacksonville	FL	32244	904-400-4280
Connie Salton & Peter Salton	572 Toledo Rd	North Port	FL	34287	(317) 225-0296
Daianand Ramcharran	8514 NW 50 Drive	Coral Springs	FL	33067	(954) 551-8302
Lillian & Angelo Lopez	1488 Noell Blvd	Palm Harbor	FL	34683	(727) 789-9090
Let's Go Vacations, LLC	415 Bridget Street	New Smyrna Beach	FL	32168	(386) 663-4491

2B1 Travel, LLC	1215 E North St	Tampa	FL	33604	(813) 853-0300
SPARQ TRAVEL, LLC	4100 N. Wickham Road Unit 107A-155	Melbourne	FL	32935	(321) 613-8667
Steven J. McKone	1937 Sweetbroom Circle Apt.101	Lutz	FL	33559	(813) 536-1009
Dreaming Destinations, LLC	12280 NW 7 Trail	Miami	FL	33182	(786) 347-1777
Robin S. Davis & Carie S. Gratz	1801 S. Kanner Hwy	Stuart	FL	34994	(772) 600-1069
Gary Spearin, Gregory Froehlich & Earlman Tucker	2616 Brompton Ct	Orlando	FL	32833	(904) 290-5711
Michelle Wortmann	3862 Cedar Hammock Trl	St. Cloud	FL	34772	(228) 342-5278
Jonathan R Hackley	3908 Redman Parkway	Boynton Beach	FL	33436	(561) 530-3626
BC Travel Group, LLC	6303 Blue Lagoon Drive Suite 400	Miami	FL	33126	(787) 247-8201
Wild Thyme Travel Excursions, LLC	12700 66th Street Apt 1360	Largo	FL	33773	(734) 776-5862
Dionne L Kucel	11748 Albatross Lane	Riverview	FL	33569	(813) 313-9667
Soggy Bottom Vacations, LLC	1861 Shady Creek Dr	Cantonment	FL	32533	(850) 679-2154
Josephine Carr & Alan P. Carr	7415 61st St E	Palmetto	FL	34221	941-981-5448
Marie E. Hagarty & Daniel B. Hagarty	4937 SW 94th Terrace	Cooper City	FL	33328	954-302-1968
Gillian Sealy & Krishna Sealy	7819 Seafield Lane	Wesley Chapel	FL	33545	(813) 575-8770
Granny's Golden Oven LLC	4955 Southfork Ranch Dr	Orlando	FL	32812	605-759-0803
MYA Travel Associates LLC	7082 Conch Blvd	Seminole	FL	33777	727-828-6500
D + S Travel Group, LLC	4604 Ayron Terrace	Palm Harbor	FL	34685	(727) 953-8067
Mr. Traveler, LLC	2915 Pembridge St	Celebration	FL	34747	(321) 401-4101
Monica Iannacone & Michael McFerron	700 Harbour Island Blvd Unit 323	Tampa	FL	33602	(813) 843-4916
Eric Roy	14691 Yorkshire Run Dr	Orlando	FL	32828	(407) 531-8844
Katiuska Villar & German L. Villar	8754 NW 146 Lane	Miami Lakes	FL	33018	305.764.2558
Gerardo Delgado	808 Ocean St. Apt 1	Kissimmee	FL	34744	(786) 599-7515
Georgina Fernandez & Luis Fernandez	15757 Pines Blvd #249	Pembroke Pines	FL	33027	(954) 674-1070
Blanca Girardo	3251 SW 65 Ave	Miramar	FL	33023	(954) 740-8524
Sport & Travel Group, LLC	2423 SW 147th Ave	Miami	FL	33185	(305) 998-3975

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Pamela Winterstein	1518 Tidewater Ct	Fleming Island	FL	32003	904-688-0410
Nirvana Travel Group LLC	2837 Gale Place	Sanford	FL	32773	(386) 837-4674
TRAVELOZIA, LLC	2691 NW 83rd Terrace	Cooper City	FL	33024	(754) 281-7345
Sarah H. Griffin & Nicole Azzaro	11440 Linnet Rd	Weeki Wachee	FL	34614	(813) 422-5526
Megan Tafolla	2391 Pinto Circle	Cantonment	FL	32533	(850) 723-7037
Jason Katsoulis	325 NE 34th St	Oakland Park	FL	33334	(954) 271-4433
Polly Wanna Travel, LLC	5937 Beverly Drive	Hudson	FL	34667	(813) 751-3000
Vitality Vacations International, LLC	2172 W Nine Mile Road #190	Pensacola	FL	32534	(850) 449-4001
Pascale Bayard & Nathalie Breton	200 El Camino Dr #314	Winter Haven	FL	33884	(863) 268-4879
Gina McGowan & Thomas Joseph Williams	1627 SE 16th st	Cape Coral	FL	33990	815-616-6799
Dianne Patterson & Mark Patterson	3852 Perkins Lane	Saint James City	FL	33956	(239) 224-8551
ViaVista, Inc.	411 Walnut St. #13882	Green Cove Springs	FL	32043	(941) 720-6646
Coral Reef Travels, LLC	569 Gordon Circle	Key Largo	FL	33037	(305) 902-6954
Angela Howell	1485 Anna Catherine Drive	Orlando	FL	32828	(407) 505-8105
Nadiuska Rios	7378 W. Atlantic Blvd	Margate	FL	33063	(954) 859-1979
Magalie Billy-Fisher	3110 Salinas Way	Miramar	FL	33025	(754) 201-1361
Michael Foster Jr. & Brittany Foster	102 SW Hidden Cove Way	Port St Lucie	FL	34986	(772) 408-8601
Nathalia Hodge & Andreza Gracino	919 NE 20th Avenue	Fort Lauderdale	FL	33304	(954) 257-7179
Trident True Travel LLC	6641 Carlinga Dr	Pensacola	FL	32507	(850) 898-8584
MEANT 2 TRAVEL, LLC	1145 Park Green Place	Winter Park	FL	32789	(407) 335-4605
Lauren Renner and Ron Renner	888 NW Waterlily PL	Jensen Beach	FL	34957	(772) 934-6395
B&R Consulting Services, INC.	600 Sky Top Drive	Ocoee	FL	34761	(321) 213-9711
Glambel Company	210 ST George Street Suite 34	St. Augustine	FL	32084	(904) 217-7762
Robin C. Efron	310 SE 3rd Court	Pompano Beach	FL	33060	(954) 590-8245
Great to Escape, LLC	15930 Sorawater Dr	Lithia	FL	33547	(813) 568-1117
Carmen O'Reilly	900 Saint Charles Place Unit 217	Pembroke Pines	FL	33026	(954) 584-6363

SUNTELIX, L.L.C	3193 Roosevelt St	Hollywood	FL	33021	(954) 839-9707
Kristin Johanson	9385 Jamaica Drive	Cutler Bay	FL	33189	(786) 250-5481
Jane A. Dandrea	6265 Contessa Drive # 309	Orlando	FL	32829	(412) 373-3829
Alysha A. Klein & Shirley A. Klein	6085 NW 56th Circle	Coral Springs	FL	33067	(954) 355-0090
Life of Riley Travel LLC	7813 NW 124 Terrace	Parkland	FL	33076	(954) 226-9937
NIK Consulting LLC	2164 NE 63rd CT	Ft Lauderdale	FL	33308	(954) 990-6977
Global Getaways LLC	151 N Nob Hill Rd Suite 273	Plantation	FL	33324	(954) 727-3998
Zesa Manhart	13066 Royal Fern Drive	Orlando	FL	32828	(407) 480-7142
Beach Access Travel LLC	136 Solano Cay Circle	Ponte Vedra Beach	FL	32082	(904) 806-8994
Orlando Olveira	7340 S Waterway Dr	Miami	FL	33155	(786) 287-1218
CDM Waterside Vacations LLC	113 Peace River Ct	Groveland	FL	34736	(352) 366-0662
Chad & Angela Greer	2020 Misty Morning Dr	Winter Haven	FL	33880	863-206-2421
Tammy Bell & Michael Joseph Bryant	3036 Celadas Ct.	Fort Myers	FL	33905	(239) 202-2624
DESHALL INC	2481 NW 15TH ST	Fort Lauderdale	FL	33311	281-787-7476
Alexander T. Rose	7161 SE Quincy Terrace	Hobe Sound	FL	33455	(561) 427-7277
Book It 4 Me Travel LLC	6636 Agnon Ct.	Port St. Lucie	FL	34983	(772) 766-2226
PGO Paradise LLC	9300 Fontainbleau Blvd Apt E609	Miami	FL	33172	(786) 253-9107
Traci Henry & Michael Henry	3460 Kings Rd South	Saint Augustine	FL	32086	(904) 295-4030
Peter Sanchez & Yaima Sanchez	9338 SW 144th Place	Miami	FL	33186	(562) 234-7551
Kathleen Knitter	325 Honey Locust Ct.	Peachtree City	GA	30269	(678) 364-8610
Valerie Harris	4780 Ashford Dunwoody Rd., Ste. A483	Atlanta	GA	30338	(770) 783-5273
Jeffrey R. Lemon	832 Arlington Dr	Columbus	GA	31907	(706) 221-5622
ChrisAngel Fuller	913 Bryan Circle	Grovetown	GA	30813	(478) 220-8539
Mary Ann Thomas	P.O. Box 826	Locust Grove	GA	30248	(678) 586-3125
Alan Rosenbaum	5085 Morton Ferry Circle	Johns Creek	GA	30022	(770) 664-9010
XDC Enterprises, LLC	2997 Cobb Pkwy Se Unit 724911	Atlanta	GA	31139	(312) 285-5891
TCM Travel	301 East Gaines St.	Dublin	GA	31021	(478) 410-3202
Nickie Borodko	72 Water Mill Trace	Ringgold	GA	30736	(865) 675-9714
The Chapman Crew, LLC	110 Bluffs Landing	Waverly	GA	31565	(540) 842-8206

Bruce Tuten	59 Palmer Blvd	Savannah	GA	31410	(912) 344-9550
Carol R Gamble	102 Mallard Dr	Savannah	GA	31419	(912) 927-1929
A Warm Breeze, LLC	19 Red Apple Terrace	Taylorsville	GA	30178	(770) 684-8644
Terry Edwards	3537 Club Drive	Kennesaw	GA	30144	(770) 308-2200
Barker Travel, Inc.	530 Wingate Rd.	Ellijay	GA	30540	(706) 698-7972
Blue Manta Cruises, LLC	880 Marietta Hwy Suite 630-321	Roswell	GA	30075	(770) 650-7332
Jessica L. Slater & Bethany Byrd	87 Thorncliff Court	Acworth	GA	30101	(770) 718-9147
KAPO Ventures, LLC	7494 Regatta Way	Flowery Branch	GA	30542	(404) 480-0411
Michael K. Ziegenbalg	11480 Big Canoe	Jasper	GA	30143 -5111	(706) 579-5005
Lisa Lee	104 Sea Lane	Tybee Island	GA	31328	(912) 786-4446
Renee Stookey	5115 Hill Rd	Acworth	GA	30101	(770) 975-0419
Sewell Enterprises, Inc.	53 East Jarman Street	Hazlehurst	GA	31539	(912) 375-3777
Robert E Yeager	114 Barber Drive	Stockbridge	GA	30281	(770) 474-4540
Van Aken Travel, LLC	980 Birmingham Road Suite 501-371	Milton	GA	30004	678-682-7722
Why Wait Travels, LLC	868 Union Hill Church Rd	Wrightsville	GA	31096	(757) 763-9273
The Travel Cure, LLC	1324 Rockbridge Rd	Stone Mountain	GA	30087	404 666-4484
Xenia Investments, LLC	2566 Shallowford Rd, Ste. 104-321	Atlanta	GA	30345	(404) 329-9004
Shyri R Butler	2720 Bluestone Drive SW	Atlanta	GA	30331	(678) 732-0200
Shanett Smiley	2472 Meredith Walk	Ellenwood	GA	30294	470-207-9889
Lawrence Barnes	5916 East Lake Pkwy Suite 275	McDonough	GA	30253	(770) 898-2577
Rosendo V & Georgia Bryden	1461 Log Cabin Lane	Lawrenceville	GA	30045	1-770-822-1771
Sammy T McAfee	728 Winchester Cir.	Macon	GA	31210	478-954-2495
Debbie Kogel and Crew, LLC	106 Wiley Bridge Ct	Woodstock	GA	30188	(678) 854-8000
Compass Travel LLC	173 Chattahoochee Farms Dr	Newnan	GA	30263	(678) 381-6268
Ronald J. Hunt	1911 Grayson Hwy Ste 8-112	Grayson	GA	30017	(770) 807-0696
Travel By Eve, Inc	3152 Esha Ct Sw	Atlanta	GA	30311	(404) 907-1936
TaySyd Travel Services, LLC	3934 East First St,	Blue Ridge	GA	30513	706-946-3030
Find Away Travel LLC	291 Wentworth Drive	Canton	GA	30114	678-880-4919

Darlene S. & Mickey J. Jefferson	5472 Tyree Rd	Winston	GA	30187	(678) 809-5913
Cruise With Me Travel Agency, LLC	1588 Cherry Hill CT SW	Conyers	GA	30094	(470) 207-2233
Jennifer Jarriel & Associates, LLC	447 Myrtle Crossing Ln	Statesboro	GA	30458	912-257-6782
The Red Moose Group LLC	1755 N Brown Road Suite 200	Lawrenceville	GA	30043	(404) 458-9916
White Rhino Travel, LLC	801 Industrial Blvd #1609	Ellijay	GA	30540 -9998	706-756-8155
Hawk Travel, LLC	12065 King Road	Roswell	GA	30075	678-824-2957
L'Anda Johnson, LLC	1337 George W Brumley Way SE	Atlanta	GA	30317	(404) 260-7400
Andy & Karen Petrunich	3455 Bulloch Lake Rd	Loganville	GA	30052	(770) 743-4383
Raquel B. Collins	824 Southwell Lane	Brooklet	GA	30415	(912) 531-3721
Keisha Renee Clark & Shareen Glaster	7396 Petal PL.	Fairburn	GA	30213	(678) 545-2343
LS Prince & Associates, LLC	1127 Oak Arbour Ave	Lawrenceville	GA	30044	(678) 878-3075
Jodi Denney & Barbara S Linebarger	4397 Mayes Farm Court	Marietta	GA	30064	(404) 348-8264
Georgia McFarlin & Fred McFarlin	1855 Wellbourne Dr NE	Atlanta	GA	30324	(470) 440-5576
Tosskey Travel, LLC	1404 Orchard Park Dr	Stone Mountain	GA	30083	(470) 509-5050
i Moxie Marketing & Business Solutions, LLC	2602 Legacy Walk Court	Grayson	GA	30017	(770) 400-9551
Lawanda M Griffeth	7991 Stillmist Drive	Fairburn	GA	30213	678-631-7583
Adventures Await, LLC	3615 Hollyhock Way NW	Kennesaw	GA	30152	(404) 819-5762
G and L Buresh and Associates LLC	109 Kremer Falls Trace	Canton	GA	30114	(404) 551-5300
The Dyson Group LLC	5656 Jonesboro Rd Ste 111 # 344	Lake City	GA	30260	(404) 944-8782
Global Getaways, LLC	11535 Laurel Lake Dr.	Roswell	GA	30075	(770) 282-4006
D K Exclusive Travel LLC	1992 Windsor Creek Dr SW	Conyers	GA	30094	(562) 233-4558
Karan Amin & Colin Harrison	5625 Oliver Court	Cumming	GA	30040	(470) 589-6014
Amanda Guay & Chad Guay	6975 W Mountain Crossing	Cumming	GA	30041	(678) 257-4922
Christo Robinson & Akilah Robinson	3312 Stone Point Way	Buford	GA	30519	(470) 326-5115
Wandering Beagle, LLC	5715 Bobby Ct	Norcross	GA	30093	404-998-5552
CEGRANT LLC	3115 Spain Road	Snellville	GA	30039	(678) 668-8118
MC World Travel LLC	4880 Bouldercrest Road	Ellenwood	GA	30294	(770) 800-8003

Hutchison Holdings, LLC	889 Pathview Ct.	Dacula	GA	30019	(678) 697-2090
Timothy Jordan Brand	55 Autumn Ct	Covington	GA	30016	(404) 408-0486
Lele's Travels LLC	575 Hunt River Way	Suwanee	GA	30024	(336) 684-7816
Crow's Nest Vacations, LLC	150 Saratoga Drive	Lawrenceville	GA	30044	(478) 697-1626
Tara D. Bodell	118 Joe Lynn Drive	Macon	GA	31211	720-810-6540
Steven Porter & Valerie Porter	2820 Lake Port Drive	Snellville	GA	30039	(470) 299-5481
Sheneeza Volcov	730 Peachtree Street NE Suite 570	Atlanta	GA	30308	(404) 850-9256
Rest and Recharge Travel LLC	51 Thorncliff Court	Acworth	GA	30101	(678) 371-6276
Benjamin J. Cameron	2442 Harwood Drive	East Point	GA	30344	(404) 494-0835
Purple Clouds Travel, LLC	1142 Silvergate Lane	Mableton	GA	30126	(678) 403-8613
Elizabeth Allum & Ian P. Allum	8605 Etowah Bluffs	Ball Ground	GA	30107	1 404 788 7482
Carefree Voyages, LLC	350 Sharpe Lane	Alpharetta	GA	30022	(770) 852-8713
Janet Lynn Suggs & Melanie McKoy	15 Ingram Court	Newnan	GA	30263	(678) 621-2264
Planet Fun Travel, LLC	6749 Bridge Way	Columbus	GA	31904	(706) 405-2003
WAIOLEKA L.L.C.	935 Oneawa Street	Kailua	HI	96734	(808) 773-7554
Heckroth & Associates	321 SW Hickory Glen	Grimes	IA	50111	(515) 259-9011
Melody Mabbitt	1751 Madison Ave., #328	Council Bluffs	IA	51503	(712) 323-7844
Gene Lesch	15419 Oakwood Drive	Urbandale	IA	50323	(515) 986-5027
Kimberly & Gregory Roose	979 210th Place	Pella	IA	50219	641-638-8001
Joshua Heward & Tanya Heward	401 NW Rock Creek Cir	Ankeny	IA	50023	(515) 783-1176
Joan & Richard Roberts	6150 N Saguaro Hills Ave.	Meridian	ID	83646	(520) 825-2250
Sharon & Ed Kevins and Caleb Imel	1810 E Schneidmiller Avenue Suite 131	Post Falls	ID	83854	208-773-0001
Stinky Feets LLC	13601 W McMillan Rd Ste 102	Boise	ID	83713	(208) 904-3714
Susan E. Conger	4230 N Ballantyne Lane	Eagle	ID	83616	208-968-9007
Scott Mitchel Enterprises, Inc	4282 Liberty Dr	Idaho Falls	ID	83406	(208) 589-3850
Kurt Crnich	237 E Wythburn St	Kuna	ID	83634	(208) 202-4027
Joel Chaney	13903 S Piano Ave	Nampa	ID	83651	(208) 254-5271
Cristina Madine	5418 S. Neenah	Chicago	IL	60638	(312) 574-0046

Valerie Westbrook	15938 Ashland Ave	Harvey	IL	60426	(708) 596-0025
Margaret M. Andrules	318 Stillwater Ct	Wauconda	IL	60084	(847) 469-8888
Stephen J Prost	9933 Cummings Street	Huntley	IL	60142	(866) 998-7677
Aaron M Janis	P.O. Box 797	Orland Park	IL	60462	(708) 301-9288
Barbara Prusinski	7400 S. Archer Rd.	Justice	IL	60458	(708) 204-7768
Matthew Tadla	22563 Reserve Circle	Plainfield	IL	60544	(815) 577-7655
RFT Holdings Inc	1401 North Wieland Street	Chicago	IL	60610 -1216	(312) 664-4204
John Rose	803 Woodland Way	Dalzell	IL	61320 -9700	(773) 779-3020
Bonnie L. Greenberg	6321 Pine Ridge Dr. 2D	Tinley Park	IL	60477	(708) 403-8222
Jessica L. LaPage	310 Moody st	East Dubuque	IL	61025	(563) 580-6326
The Travel Gal LLC	1530 North Dearborn Parkway 8S	Chicago	IL	60610	(312) 255-7465
Personal Touch Travel Group, LLC	310 S. Michigan	Chicago	IL	60604	(630) 542-0218
Casandra and Naomi Hughes	2948 Kirk Road Suite 106-361	Aurora	IL	60502	(630) 361-0006
Ade Sobo	2901 S. Michigan Avenue Apt 1009	Chicago	IL	60616	(312) 260-0997
Sonya Bautista	3187 W. 9000 N. Rd	Manteno	IL	60950	(815) 258-3609
Ira & Nancy Taubin	610 Farrington Drive	Buffalo Grove	IL	60089	(224) 400-4203
Richard R. Lynch Jr.	1412 Martin Dr.	Troy	IL	62294	618-671-1570
Steve & Barbara Porch	537 Longview Drive	Antioch	IL	60002	847-904-3888
Aaron & Amanda Adams	208 Meadow Drive	Troy	IL	62294	(618) 505-7500
Jean-Pierre Moczalla	10920 E Riviera Dr	Spring Grove	IL	60081	815-642-5766
Karly A. Brown	410 N. Court Street	Marion	IL	62959	(618) 416-6867
Jackie Wolfskill	113 McCormick Dr	DeKalb	IL	60115	(779) 777-6077
Lets Get Going Travel, LLC	2144 Hitching Post Lane	Schaumburg	IL	60194	630-775-8560
Allure Travel LLC	7 Heather Ct	Streamwood	IL	60107	847-809-0257
Dawn Diaz Saldano	1985 Colonial St	Aurora	IL	60503	(773) 454-7568
Milet Group LLC	12840 Shenandoah Trl	Plainfield	IL	60585	(630) 445-1188
David Condon and Piangpit Anna Makmok	5343 W. Galewood Ave, Unit A	Chicago	IL	60639	(608) 216-3321
Erik Lindstrom	36 South Van Nortwick Ave.	Batavia	IL	60510	(630) 525-1122

Lionfish Travel, LLC	1900 East Golf Road Suite 950A	Schaumburg	IL	60173	(808) 650-3519
Purple Martin Journeys	1277 Leonard Dr	Schaumburg	IL	60193	(224) 410-7233
Laraine Brooks-Tyner	1736 Chesapeake Lane Unit 2	Schaumburg	IL	60193	(224) 653-9219
Teresa Kingsford & Timothy Kingsford	1327 Meade Drive	Lindenhurst	IL	60046	(224) 518-0189
Michael Harris & Kyle Harris	10412 Brigs Ct	Indianapolis	IN	46256	(317) 863-0420
Richmond L. Walton	401 Thornberry Drive	Carmel	IN	46032	(317) 844-0140
Robert Maciel	570 Kensington Ct.	Valparaiso	IN	46385	(219) 246-7436
Going Places Travel of Rochester, Inc.	331 Main Street P.O. Box 256	Rochester	IN	46975	(574) 223-9494
Lyndon & Teresa Liburd	12011 Timberfield Ct	Sellersburg	IN	47172	(812) 248-9811
Magnified Vacations LLC	8516 Charleston Ct.	Avon	IN	46123	(317) 451-4232
Tracy Rust	303 Lambert Street	Knox	IN	46534	(574) 772-0809
Nancy Wood & Joshua Wood	15902 Tenor Way	Noblesville	IN	46060	(765) 274-3986
Sonya Rae Yassi	1320 Bell Brook Blvd	Bluffton	IN	46714	(772) 774-7922
Tina D Steffey & Brett B Steffey	1015 Winding Hart Dr.	Indianapolis	IN	46229	(317) 698-6323
Nichole & Wesley Wilhite	4388 Frame Rd.	Newburgh	IN	47630	812-773-8747
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
CRUISIN' WITH SUSAN LLC	12701 Charing Cross Rd	Carmel	IN	46033	317-605-0962
Carey Travel and Meetings, LLC	3358 S County Road 475 E	Plainfield	IN	46168	(317) 707-7234
T&K Getaways LLC	11852 Avedon Drive	Zionsville	IN	46077	(317) 973-0844
Stephanie L. Mayes & Callie Enright	1436 West Stones Crossings Road	Greenwood	IN	46143	(317) 496-6016
Melissa D. Wiseman	8126 Corktree Drive	Indianapolis	IN	46239	(317) 400-6031
Miranda Swigon	1408 E 950 N	Wheatfield	IN	46392	(219) 956-2526
ETO Travel LLC	7835 W 151st St.	Overland Park	KS	66223	(913) 951-8790
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
Custom Adventure Travel, LLC	812 E Lincoln St	Derby	KS	67037	(316) 347-8717
Jonathan Fick & Mandi Fick	301 North Norton	Norton	KS	67654	(785) 871-4109

Dawn Nanette Bonte	4807 Deerfield pl.	Smithfield	KY	40068	(502) 265-7069
Bonnie Roth	2009 Northfield Dr	Louisville	KY	40222	(502) 425-6664
Barbara Ellen Payne	3015 Crab Orchard Road	Stanford	KY	40484	(606) 365-1113
David Crabtree	128 wood lane	Hodgenville	KY	42748	(757) 657-1124
Shannon & Joseph Toy	4668 Saron Dr	Lexington	KY	40515	(859) 317-5983
Rhonda Day	3117 Grand Lakes Dr	Louisville	KY	40299	(502) 690-3333
James Paul Allen, Jr.	922 Dry Valley	Villa Hills	KY	41017	(859) 331-1534
Stacy B Travel	4193 John Alden Lane	Lexington	KY	40504	859-514-1904
OURHEAT LLC	2697 Hilltop Ct	Florence	KY	41042	(859) 439-3009
Andrea McNaughton & Scotty J. McNaughton	239 Jetty Drive	Grand Rivers	KY	42045	(270) 559-6789
Secret World Getaways, LLC	478 Old Burkesville Loop	Columbia	KY	42728	(270) 385-6097
John Lopez	83 Falls Creek Dr	Georgetown	KY	40324	(859) 221-2430
Leslie G. Williams	8936 Reserve Oak Ave	Zachary	LA	70791	(225) 241-6154
Seven-Three Properties LLC	1503 S. Chateau Circle	Lake Charles	LA	70605	(337) 477-2677
Elite Travel Group, LLC	2124 Elwick Dr	Baton Rouge	LA	70816	(225) 612-9797
BEING THERE DESTINATIONS, LLC	4016 Coliseum Street	New Orleans	LA	70115	(504) 930-4039
Cynthia & Stephen Torres	40223 Crestwood Ln	Ponchatoula	LA	70454	(985) 320-7812
Christopher C. Villa, Jr	39121 Elm St	Pearl River	LA	70452	(985) 256-7100
Elsayed Magdy Elrakabawy	1328 W. Esplanade Ave Apt. K	Kenner	LA	70065	(504) 201-2656
Trinity Travel LLC	3014 Main St.	Jeanerette	LA	70544	337-276-3085
Marino Global Travel, LLC	7516 Bluebonnet Blvd #187	Baton Rouge	LA	70810	(225) 475-3750
CAMERON & CO, LLC	402 Tupelo Drive	Bossier City	LA	71111	(318) 347-6944
James Houston Ward & Lisa Condrey	449 South America Street	Covington	LA	70433	(504) 369-3113
Jefferson Travel, LLC	540 S Broad Street Suite D	New Orleans	LA	70119	(504) 533-0333
Carla M. Baird & Antonae Baird	9326 Bimini Dr.	Baton Rouge	LA	70810	(225) 256-1330
Just Relax LLC	102 Saddleworth Way	Middleboro	MA	2346	(774) 213-5557
Cindy Carrigan	755 North St	Windsor	MA	1270	(631) 360-8108
Bennett Associates Inc.	29 Captain Keavy Way	West Dennis	MA	2670	(978) 263-2600

John S. Dorman	25 Rathbun St	Springfield	MA	1104	(860) 347-9551
Robert Rose	124 Green St	Weymouth	MA	2191	(781) 331-7447
Angela Downey	PO Box 1251	Lynnfield	MA	1940	(781) 477-7986
Michael Dargan	60 Fairfield Ave	Melrose	MA	2176	(781) 662-2300
David Ingram and Denise Bishop	PO Box 1429	Arlington	MA	2474	(339) 707-0211
Sharon A Hunt	1 North Ave	North Attleboro	MA	2763	(508) 226-2638
Patti Wilmot & Joe Fitzgerald	229 Reed Street	Warren	MA	1083	(413) 668-6202
Wendy Hamm & Monica Richard	358 Jessica Way	Northbridge	MA	1534	(508) 714-2423
Erika & James Dulmaine	62A Timrod Dr	Worcester	MA	1603	(508) 425-7074
JMC Vacations LLC	917 Pine Street	Raynham	MA	2767	781-326-2058
Julie Konselman	215 Rangeway Rd Unit 11	N Billerica	MA	1862	(978) 584-3966
Wicked Easy Travel, LLC	73 Farm Pond Rd	Oakham	MA	1068	508-882-5500
Loni McKelvie	102 Denoncourt St.	Marlborough	MA	1752	(508) 251-0574
April K Drinkwater	25 Brookings Dr.	Kingston	MA	2364	781-291-0504
Hoyt Vacation and Travel Services LLC	231 Glenwood Rd.	Rutland	MA	1543	(774) 345-3699
Amazing Vacation Getaways LLC	25 Oak Terrace	Dracut	MA	1826	(978) 219-7422
Jennifer Charles	1 Woodlark Dr	Norton	MA	2766	(774) 266-6073
James Williams	81 Franklin St	Brant Rock	MA	2020	617-935-5008
Sterling Advanced Solutions, LLC	92 N Main St	West Boylston	MA	1583	(774) 764-9053
Keith O'Sullivan & Christine Bittorie	26 Edith Rd	Weymouth	MA	2189	(781) 709-6293
Terrence Joseph Keane	100 Leisure Lane Apt# 11	Stoneham	MA	2180	(781) 427-9758
J. Bradley Martin & Karen L. L. Martin	48 Ridgewood Dr	Stow	MA	1775	(978) 637-2653
Anna Lorraine Von Allgeier	32 Webster Street Unit 4	Haverhill	MA	1830	(978) 228-7005
Perkins Travel Group LLC	606 Falkirk Court	Abingdon	MD	21009-2734	(410) 569-7522
Michael & Kimberly Borgel	13101 Tannery Ridge Dr	Clarksburg	MD	20871	(864) 595-6993
Bamm Enterprises	45065 Smith's Nursery Road	Hollywood	MD	20636	(301) 861-3024
Perfect Travel, Inc.	17144 Big Falls Road	Monkton	MD	21111	(410) 357-0717
Bramin, Inc.	3310 N Leisure World Blvd Unit 114	Silver Spring	MD	20906	(301) 208-8747
Carrie Chapman	115 Sunbrook Lane	Hagerstown	MD	21742	(301) 631-1037

Lisa and Joseph Heeter	431 Gatewood Ct	Glen Burnie	MD	21061	(410) 582-9112
The Cook Travel Group LLC	5808 Winding Oaks Ct	Frederick	MD	21704	(301) 378-8645
Lawrence A. Maske	6100 Westchester Park Dr Suite 1718	College Park	MD	20740	(301) 775-8466
Bonnie H Cosby	20533 Summersong Lane	Germantown	MD	20874	(301) 540-2921
Richard G Holiday Sr	4138 Brittany Drive	Ellicott City	MD	21043	(410) 926-2552
Gerber & Associates LLC	10702 Hillingdon Rd.	Woodstock	MD	21163	(410) 203-0022
Pollin Group, LLC	4701 Willard Ave Suite 221	Chevy Chase	MD	20815	(301) 656-5740
Green Family Travel, LLC	11709 Palm Desert Place	Waldorf	MD	20602	(240) 515-8221
Diane Oliver	Suite #172 861 Washington Ave.	Chestertown	MD	21620	(410) 708-5589
Isaac & Terry Ingram	3749 Primrose Dr.	Waldorf	MD	20602	(301) 850-1578
Donna Shapiro	2082 Florence Rd	Mount Airy	MD	21771	(240) 409-0330
Emerald Dreams Travel, LLC	5061 Timber View Ln	Saint Leonard	MD	20685	(410) 586-TRIP
LaVar Gilliam	1282 Smallwood Dr. W #193	Waldorf	MD	20603	(240) 754-2123
Today's Travel Pro LLC	5510 Madge Ct	White Marsh	MD	21162	(443) 386-7705
Patterson & Ziglar Travel LLC	9 Tyburn Ct	Timonium	MD	21093	(410) 504-5195
BNS Travel, LLC	4725 Dorsey Hall Drive, #A905	Ellicott City	MD	21042	(410) 465-6263
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
Bree Glass George & Kyle George	1830 Londontowne Cir	Hagerstown	MD	21740	(301) 739-0849
Steve & Jeneva Lucianetti & Jimmie Meurrens	43331 Quail Street	Hollywood	MD	20636	301-609-1850
TravelTrekking, LLC	202 Prize Taker Ct	Pasadena	MD	21122	(443) 569-6117
Omar & Lynda Hiponia	5801 Nicholson Lane Apt 828	North Bethesda	MD	20852	(301) 202-9461
Blue Dream Investments LLC	121 N Denison St	Baltimore	MD	21229	(754) 777-0464
Darlene Cochrane-Lee	335 E 27th St	Baltimore	MD	21218	(410) 401-4042
Pinkney Travel Group, LLC	13801 Water Fowl Way	Upper Marlboro	MD	20774	301-802-9744
Cordella and Arnold Jenkins	17206 Loblolly Ct	Accokeek	MD	20607	301-710-5370

Madison Adventures, LLC	958 Fox Trot Rd	Gambrills	MD	21054	410-874-0606
Kay Lissau	13 Linlow Court	Towson	MD	21286	(410) 823-0313
Lori & Harold J. Darner	57 Yarmouth Lane	North East	MD	21901	(443) 256-3414
Savage World Travel	2218 Bird Hill Rd	Stockton	MD	21864	(443) 228-8790
KP Wang, L.L.C.	15107 Interlachen Drive Ste 809	Silver Spring	MD	20906	(301) 637-6590
David Meekins & Phillip Provenzano	6330 Roan Stallion Lane	Columbia	MD	21045	410.569.9194
Kelly Cornwell & Maurice R Cornwell Sr	8156 Hazy Dawn Court	Pasadena	MD	21122	(410) 437-8222
Yarnetta E. Peebles	14515 Turner Wootton Pkwy	Upper Marlboro	MD	20774	(240) 398-9078
Kim DiBuono	1510 Locksley Lane	Mount Airy	MD	21771	(301) 829-6809
Cassie Bilodeau	32 Ferguson Drive	Sidney	ME	4330	(207) 547-2330
Tom & Kim & Piffath	358 Wildwood Rd	Bridgton	ME	4009	(207) 647-2011
Mary Crowley	818 Sweden Street PO Box 419	Caribou	ME	4736	(207) 498-0952
Belavoie LLC	24 Country Club Drive	Saco	ME	4072	(207)747-1584
Travel Concierge Services, LLC	2 Gideons Way	Freeport	ME	4032	(207) 865-1789
Adventure Riders International Inc.	482 North Street PMB 230	Calais	ME	4619	(506) 215-0325
Angelette & Stephen Johnson	56 Drowne Rd	Cumberland	ME	4021	(207) 619-1001
MKT Business Solutions, LLC	4058 Morningdale	Troy	MI	48085	(248) 658-8477
DGP Cruises LLC	6809 Talbot Dr	Almont	MI	48003	(810) 798-2531
David A Carleton	13283 Little Rock LN	Hartland	MI	48353	(947) 570-1694
North of Bethlehem, Inc.	1672 Hendrick Road	Norton Shores	MI	49441	(231) 780-7157
FAE Vacations, LLC	7520 Hiddenbrook Lane	Bloomfield	MI	48301	(248) 686-1115
Dana Wichtoski	780 E. Sand Hill Dr	Cedar	MI	49621	(231) 228-2366
TMU Inc	2900 Allen Rd P.O. Box 1008	Ortonville	MI	48462	(248) 627-3588
Antoinette McGarvin, LLC	28532 Franklin River Dr., Ste. 108	Southfield	MI	48034	(248) 228-3003
Kenneth D. LeBeau	714 Locust St.	Kalamazoo	MI	49007	(269) 348-0982
GETAWAY VACA	150 Maryland Ave. NE	Grand Rapids	MI	49503	(616)901-8769
Treasure The Moments Travel LLC	30396 Le Mans Drive	Farmington Hills	MI	48336	(313) 333-6429
Julie & Miles Harring	2287 Hayfield Dr	Traverse City	MI	49685	231-632-2963

Jessica Gray & Shane Gray	108 Shadowood Lane	Battle Creek	MI	49014	(269) 282-0842
Jessica Brown and Rhonda Touchette-Mckee	7153 E. Potter Rd	Davison	MI	48423	810-354-9004
Daniel P Eckert	409 Taylor St.	Grand Ledge	MI	48837	517-898-2325
S.L.A.Y.S. Travel LLC	22476 Boulder Ave	Eastpointe	MI	48021	(313) 450-5445
Ginger Piotter Travel LLC	13889 Jane Way	Sawyer	MI	49125	(269) 231-6066
Taylor & Zachary Lucero	5933 Wyndstone Dr	Stevensville	MI	49127	(269) 224-7287
Amazing Adventure Travel, LLC	35856 Smithfield Court	Farmington	MI	48335	(248) 954-0881
Wingman Computers, INC.	3300 South Creek Dr SE Apt #201	Kentwood	MI	49512	(502) 947-4386
Raven Campbell	21955 Flanders Street	Farmington Hills	MI	48335	(248)778-5162
Allen O Picklesimer & Beverly L Baldridge	2436 Highridge Lane S.E.	Grand Rapids	MI	49546	616-427-3269
Seasons Hospitality, LLC	100 W. Big Beaver Road Suite 200	Troy	MI	48084	(248) 524-0367
Storm Travel LLC	7808 Brophy Rd	Howell	MI	48855	(517) 295-4969
Mary Christensen & Deanna Marez	4904 Acorn Ridge Road	Minnetonka	MN	55345	(952) 925-4433
Rhonda Hayes	419 W 7th Street	Red Wing	MN	55066 -0403	(651) 212-4900
DiMaggio Travel, LLC	1015 Homestead Drive	Jordan	MN	55352	(952) 807-6445
Juanita Bion	107 White Oaks Lane	St Paul	MN	55127	(651) 484-0466
Perry Webster & Rae Lee Webster	24885 Amlee Road	Excelsior	MN	55331	952-474-1979
Kimberly Tsoukalas	9701 3RD AVE S	BLOOMINGTON	MN	55420	612-250-6768
Laura M Avila and Adriana A Tavares Moreno	3224 Edgewood Ave N	Crystal	MN	55427	(612) 584-2771
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-Ann Allison Wengenroth & Chad Wengenroth	8520 Valley View Court	Prior Lake	MN	55372	(952) 381-9220
Kristina Noyes	8419 Interlachen Rd	Lake Shore	MN	56468	(218) 963-6026
Absolute-Vacation LLC	237 E. Fifth Street # 140	Eureka	MO	63025	(636) 587-7100
Carol & Steven Nunnery	1897 El Rio Dr	Cape Girardeau	MO	63701	(573) 334-5857
John Becker	686 Bellerive Estates Dr	St Louis	MO	63141	(314) 307-1856
Horacio Rodriguez & Leslie Smallwood-Rodriguez	8240 N. Hickory St.	Kansas City	MO	64118	(816) 997-9788

	Apt. # 1-011				
Shanna Fowler & Ted Zinselmeier	1054 Timberline	Fenton	MO	63026	314-686-9544
James L & Angela A Butts	12747 Olive Blvd Ste 300	Creve Ceour	MO	63141	(314) 279-3133
Johnson-Moyneur & Associates, LLC	336 Pearson Ct	St Charles	MO	63304	(636) 429-2441
Amanda Fay Williams & Stanley Eugene Williams	3805 County Road 304	Fulton	MO	65251	(573) 826-2538
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
St Louis Travel Group LLC	814 Briarwood Ct	Lake St Louis	MO	63367	(636) 265-2753
Kayla & Nicholas Dobbs	2425 NW Leann Dr.	Blue Springs	MO	64014	(417) 763-2421
Arthur & Patricia Burgoyne	6830 Awini St.	Diamondhead	MS	39525	(228) 205-2584
Katherine Santos	166 Loftin Rd.	Laurel	MS	39443	601-283-4020
Doug & Linda Robinson	626 S Montgomery St. Apt 36	Starkville	MS	39759	(601) 606-6423
Susan Mancil & Scot Mancil	501 Richland Circle	Richland	MS	39218	(601) 953-4478
Denise Moore & Matthew Moore	10436 Seymour Ave	Diberville	MS	39540	(228) 207-4342
Premier Management, LLC	1290 Robertson Rd	Hernando	MS	38632	(901) 634-6099
Angie's Travels, LLC	400 Sky View Drive	Belgrade	MT	59714	(406) 451-4264
Lizzeth Marcos	Av. Roble #675 Col. Valle del Campestre	Monterrey	MX	66265	(811) 022-2127
Bean-March Travel Group, LLC	106 South Lombard Street Suite 102	Clayton	NC	27520	(919) 550-1711
Jack Hankins & Janette Hankins	1335 Joe Hall Road	Hope Mills	NC	28348	(843) 834-2567
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
Holly Woodard & Associates	1032 Altice Drive	Raleigh	NC	27603	(919) 779-3497
Kristine M. Bishopp	7777 Coachman Ct.	Harrisburg	NC	28075	(704) 454-7320
Veronda M Rubright	11905 Lawings Corner Dr	Huntersville	NC	28078-2310	(704) 766-1100
Kimberly & James Michael Green	18729 Peninsula Club Dr.	Cornelius	NC	28031	(704) 438-9749
Dawn & Brian Dorr	1912 Oakdene Court	Fuquay Varina	NC	27526	(919) 577-6674
R&B Investment Trading Co	36 Summitt Hill Road	Hendersonville	NC	28791	(828) 483-4345
Stephen F Ashworth	4213 Lauren Place	High Point	NC	27265	(336) 882-8200

Roberta Claus	1045 Bluebell La	Wake Forest	NC	27587	(813) 963-3700
Marion H. McCurdy	16 Harrison Street	Asheville	NC	28801	(828) 450-2064
Patricia A Cox	1726 Upper Divide Rd	Highlands	NC	28741	(828) 200-1251
M.A. Olson Enterprises LLC	1228 Heritage Hills Way	Wake Forest	NC	27587	(919) 569-5259
Aaron Lamb	649 Weyburn Dr	Concord	NC	28027	(704) 490-4744
Tom & Ann's Travel Adventures LLC	5709 Silver Sky Way	Greensboro	NC	27410	(336) 665-1950
Darci and Craig Upham	704 N Green Tee Rd.	Hampstead	NC	28443	(910) 270-6228
Judy & John Simon	12516 Shelter Cove LN	Charlotte	NC	28216	(704) 966-8681
Kimber Johnson, Inc.	203 South Tremont Dr	Greensboro	NC	27403 -1736	(336) 691-1500
Harold Throne	1103 Reed Court	Holly Ridge	NC	28445	(910) 329-9934
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
World To Sea, LLC	8451 N Shoreside Way	Leland	NC	28451	(910) 408-1558
Cloud Nine Vacations,LLC	261 West Park St	Cary	NC	27511	(919) 655-5593
Ocean Dreams Travel, Inc.	5040 Crown Point Lane	Wilmington	NC	28409	(910) 833-1022
Scottie & Thomas Rader	1540 Carters Grove Road	Clemmons	NC	27012	336-766-3600
CRUISEOTTER, LLC	10024 Whitethorn Dr.	Charlotte	NC	28277	704-780-1599
Derrick Mills	4732 Lonnie Dr	Rolesville	NC	27571	(919) 323-5841
Michael S & Teri D Richards	134 Craven Dr	Havelock	NC	28532	(252) 665-3256
Blue Infinity Travel	405 Timber Cut Lane	Apex	NC	27502	(919) 589-5224
Nikki Losada	133 Tramway Circle	Angier	NC	27501	919-902-3213
Charles C. Clatterbaugh & Sharon A.Fowkes	14719 Old Vermillion Drive	Huntersville	NC	28078	(704) 912-0133
BLV Squared LLC	44 Seabiscuit Court	Lillington	NC	27546	(919) 343-2893
Chambers Travel and Tours, LLC	3823 Denmeade Drive	Charlotte	NC	28269	(980) 999-2227
Accessible Cruise & Travel, Inc	628 York Institute Road	Hiddenite	NC	28636	(828) 781-5769
Caroline P Zimmel	10106 Waterbrook Lane	Charlotte	NC	28277	203-888-0723
Don Colt	108 Filigree Way	Durham	NC	27713	(919) 428-7530
Bragg Travels LLC	3644 Forsythia Trl	Clemmons	NC	27012	(336) 448-2393
Linda Goes & Sharon Curl	2917 Ridgepine Rd	Apex	NC	27502	(919) 267-3663

Christopher Michael Malave	231 Chandeleur Dr	Mooresville	NC	28117	(704) 458-2146
Shelia J. Williams & Ella L Johnson	807 March Ct Apt K	Wilmington	NC	28405	(910) 430-9017
Margarette Maldonado	2403 N College Dr #B	Wilmington	NC	28405	(910) 523-5600
Deck 9 Travel, LLC	1520 Nash St N	Wilson	NC	27893	(252) 220-9919
Ashley Gravely	11720 Avaly Lane	Charlotte	NC	28277	(704) 975-5162
Tarheel Getaways LLC	1543 Cedar Grove Rd	Pittsboro	NC	27312	984-234-5099
Lewis and Associates Travel Agency,LLC	227 Capistrano Drive	Winston-Salem	NC	27103	(336) 546-7768
Lorie Cruickshank	5493 Autry Road	Rocky Mount	NC	27803	252-379-1581
Ashley James	5125 Royal Coachmen Dr	Wake Forest	NC	27587	(919) 569-5524
Michael Sams, Sheilah Sams & Carla Deis	114 Calebra Way	Cary	NC	27519	(919) 367-6237
Darnell Jones	1200 East Morehead Street	Charlotte	NC	28204	(980) 292-1059
Andrea Overend	153 Fairway Lane	Sanford	NC	27332	(760) 979-1741
Barry N. Robinson & Wiletra C. Burwell	2756 Andrea Drive	Creedmoor	NC	27522	(919) 672-3863
Karen L. Britt	2720 Winter Song Road	Raleigh	NC	27614	(919) 889-4900
Peter M. DeLuke & Catherine E. DeLuke	891 Willow Walk	Calabash	NC	28467	(910) 579-7225
Karen Boss	251 Turtle Creek Farm Rd	Apex	NC	27523	919-346-7779
Paula L. & Philip A. Carlson	2466 Wellington Chase Drive	Concord	NC	28027	321-307-3885
Terri Graham	12311 New Bond Dr	Huntersville	NC	28078	(704) 257-6857
Ervin Johnson	22020 Bundy Street	Wagram	NC	28396	(910) 280-6331
Renae Troyer	4617 Beach Lane South	Fargo	ND	58104	(701) 543-2211
Linda A. Heard	18022 Edna Street	Omaha	NE	68136	402-234-2077
Karen Christensen	4012 South 83rd Street	Lincoln	NE	68506	(402) 484-5000
Christine M Pellman	7333 N 122 Avenue Circle	Omaha	NE	68142	(402) 871-6176
Barefoot Vacations LLC	14805 Berry Cir.	Omaha	NE	68137	(402) 990-1758
Michael A. Sinn	833 Goodhue Blvd	Lincoln	NE	68508	(402) 988-8880
Rebecca and Jeremy Jesionowicz	13910 Patrick Ave	Omaha	NE	68164	(402) 454-7310
Legendary Dream Vacations, LLC	2203 Brighton Drive	Bellevue	NE	68123	(402) 933-5210
Jennifer Kitt & Bradley Melby	526 North Ohio Ave	York	NE	68467	(402) 366-8887
Experience Serenity Travel, LLC	4609 S. 174 Ave	Omaha	NE	68135	(402) 763-8086
M.K. Brunelle & Associates	85 collins Road	New Ipswich	NH	3071	(603) 755-6633

Lucy M. Chesna & Christopher J. Chesna	17B Lenny Lane	Hudson	NH	3051	1-603-505-8390
Birchleigh Partners LLC	Inn by the Bandstand 6 Front Street	Exeter	NH	3833	(603) 580-1246
William W. Brewer	90 Wilderness Loop	Sanbornville	NH	3872	603-986-2569
Scott B. Segrin	5 Brenner Drive	Newton	NH	3858	(603) 974-1796
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
Landry Travel LLC	1505 Wall Avenue	Burlington	NJ	8016	(609) 387-1996
OHMYCRUISE LLC	50 IRIS CIR	GLEN ROCK	NJ	07452-3431	(201) 654-3399
Esprit Adventures	2 Richmond Hill Drive	Sparta	NJ	7871	(973) 512-3990
S5 Partners LLP	107 Spring Crest Drive	Hightstown	NJ	8520	(732) 416-7887
Book It With Janet, LLC	31 Marthas Dr	Freehold	NJ	7728	(732) 577-9150
Sanray, LLC	3 American Way	Holmdel	NJ	7733	(732) 219-6800
Kim Sievers	67 Wyckoff Street	Matawan	NJ	7747	(732) 504-8301
Colleen B Robinson	9 Tuscany Drive	West Windsor	NJ	8550	(609) 371-3494
Patricia Zale	40 Buttonwood Road	Stratford	NJ	8084	(856) 566-9151
M & M Vacations Group LLC	174 Nassau Street # 189	Princeton	NJ	08542-7005	(609) 751-0439
Divya Tellakula Chandrashekar	15 Headley place	Iselin	NJ	8830	732-218-6674
Kamic Cruise & Travel, LLC	111 West Holly Lane	Little Egg Harbor	NJ	8087	(609) 296-7478
S & S Travel Partners LLC	60 Cannonade Dr	Marlboro	NJ	7746	(732) 410-5876
Doyle Travel, LLC	432 Main St	Blairstown	NJ	7825	(908) 413-1955
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
Set Sail Worldwide LLC	251 Champion Way	Sewell	NJ	8080	(856) 270-6405
Marian Speid	12-45 River Road #137	Fair Lawn	NJ	7410	201-791-2098
Escape Artist Vacations, LLC.	12 Willowbrook Dr	Branchville	NJ	7826	(862) 354-8448
Jamie Greenspan	35 Thistledown Street	Tinton Falls	NJ	7753	(732) 686-1749
Jason Bloomquist	11 W Main Street	Maple Shade	NJ	8052	(856) 777-6788

J S Travel, LLC	7 Plymouth Drive	East Windsor	NJ	8520	(609) 658-4841
The ECH Group LLC	25 Avenue B	Lodi	NJ	7644	(201) 509-2743
Joseph Gervase & Madeline Gervase	32 Olden Dr	Flemington	NJ	8822	(908) 452-8000
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
Honore Haughton	8 Crystal Court	Sicklerville	NJ	8081	(804) 269-1239
The Bulley Group LLC	30 Shenandoah Dr	Sicklerville	NJ	8081	(856) 637-3311
Where In The World Travel Group LLC	41 Dundee Terrace	Freehold	NJ	7728	(732) 409-3417
Mary Lou Bellesheim	10 Stratton Court	Sparta	NJ	7871	(973) 810-5603
Cafe Sail Away LLC	20 Whittier Drive	Manalapan	NJ	7726	(732) 915-7447
Barbara A Cicalese	4D Somerset Hills Ct.	Bernardsville	NJ	7924	(973) 670-4343
David Alexander	31 Bongart Dr	West Orange	NJ	7052	(862) 800-5472
CSL Travel, LLC	348 Oakland Ave	Maple Shade	NJ	8052	(609) 605-5553
Lavish Memories Travel Agency, LLC	103 Timberhill Drive	Franklin Park	NJ	8823	(732) 201-5229
Angela Bach, LLC	2 Sunnyside Court	Marlton	NJ	8053	(609) 828-9713
Gregory A. Bell	5 Astor Court	Princeton	NJ	8540	(609) 436-5123
S.M.C. Travel LLC	15 Anthony Drive	Burlington	NJ	8016	(412) 737-1848
Genesis Cruise and Travel, LLC	7 Arrowwood Ct	Howell	NJ	7731	(732) 751-4990
Galaxy Travel LLC	272 Berkshire Valley Rd	Wharton	NJ	7885	(973) 520-0024
Kuykendall, Inc.	2525 Rio Vista Way	Farmington	NM	87401	(505) 325-7692
Otto T. Erdman	11605 La Cueva NE	Albuquerque	NM	87123	(505) 293-8900
WISU, LLC	5794 Hwy 518 P.O. Box 157	Vadito	NM	87579	(575) 770-1935
Meredith Eisenberg & Dorothy Poulton	1429 Monte Largo Drive NE	Albuquerque	NM	87112	(505) 346-2798
Elizabeth Begay & Calvin Begay	1509 Helena Drive	Gallup	NM	87301	(505) 906-1928
Gunnar E. Todal	Ole Jullums Gate 8A	Kristiansund	NO	6510	-36504
Santo & Ellen Parisi	7936 Grey Teal St.	North Las Vegas	NV	89084	(702) 649-6735
Executive Cruises of Las Vegas, LLC	10275 Maggira Place	Las Vegas	NV	89135	(702) 586-9570
Peter Romano	631 North Stephanie Street	Henderson	NV	89014	(702) 727-4216
Hollobaugh Enterprises, Inc.	138 Villaggio Street	Henderson	NV	89074	(702) 435-9962

Celine Dodds	520 Arrowhead Trail #114	Henderson	NV	89015	(702) 475-6495
Cory R Finch & Andrew L Finch	7766 W. Sahara	Las Vegas	NV	89117	(702) 649-1290
Kevin Scott	1020 Franklin Avenue	Las Vegas	NV	89104	702-598-0908
Ettamon LLC	2826 Alenga Street	Henderson	NV	89044	206-376-9200
Tomi Rae Holden, Taylar Pech & Lawrence Shepherd	2475 Hiko Ave	Reno	NV	89512	(775) 800-6522
ONE TRAVEL HOUSE LLC	6815 W Torino Ave	Las Vegas	NV	89139	(702) 242-0632
Vacation Anticipation Travels LLC	7761 Buckhorn Island Ave	Las Vegas	NV	89113	(702) 804-1062
William A. Henderson	521 Montecito Dr	Pahrump	NV	89048	(775) 990-4485
Bonnie Griffin & David Griffin	1655 Scott Valley Rd	Reno	NV	89523	(775) 300-7686
Damall Martin	4523 Amberley Ridge Avenue	North Las Vegas	NV	89115	(702) 620-3094
James A. Auge	900 E Desert Inn Rd Apt 216	Las Vegas	NV	89109	(775) 247-2277
Gina Lacey & Daniel Lacey	10019 Emerald Pools Street	Las Vegas	NV	89178	(702) 833-1322
Lisa Lowe	7454 Elbridge Way	Las Vegas	NV	89113	(702) 860-0602
Bradley Adam Loomis & Danny J. Culberson Jr.	8754 Moon Crater Ave	Las Vegas	NV	89178	(407) 353-1111
Indulge Yourself Travel, Inc.	PO Box 606	Hilton	NY	14468	(585) 392-7777
DCO Enterprises LLC	3280 Sunrise Hwy Suite 263	Wantagh	NY	11793	(516) 586-5933
Kathleen Koehring	409 David Dr	North Syracuse	NY	13212	(315) 458-8774
Richard Santiago & Maria Hernandez Santiago	164 Halgren Cresc	Haverstraw	NY	10927	(845) 942-2835
Ed Brill	30 West 61st Street	New York	NY	10023	(212) 862-2706
Comprehensive Admin Services, LLC	1522 Coolidge Avenue	Baldwin	NY	11510	(516) 342-5836
Agueda C. Batista	106-20 Shorefront Parkway	Rockaway Park	NY	11694	(718) 474-7392
Harold Ciappa, Melissa Stolz & George Kahn	145 North Church Street Unit 2	Goshen	NY	10924	(845) 294-5555
Christopher Caulfield	1 Jacoby Street	Croton on Hudson	NY	10520	(914) 984-5314
Duane & Keith Goodwin	909 Old Stage Rd	Groton	NY	13073	(607) 838-3364
Sheila Grant	P.O. Box 4825	Ithaca	NY	14852	(607) 592-4648
Sophia Facey	P.O. Box 661279	Bronx	NY	10466	(347) 920-4562
Zacks Properties LLC	112-116 Main Street	Chester	NY	10918	(845) 469-7571
Catherine Kempf	2530 Columbus Ave.	Oceanside	NY	11572	(516) 872-1466

Richard R & Mary F Ronde	7 Madsen Ln	E Northport	NY	11731	(631) 754-4084
Tri-Way Leisure Corp.	5 Cinque Dr	Farmingdale	NY	11735	(516) 249-2189
Luxury Travel For Less	85 Livingston St #7D	Brooklyn	NY	11201	(917) 500-4044
Evangela McKenzie	138-48 226th Street	Laurelton	NY	11413	(718) 413-5405
CETS, Inc.	35 Mildred Parkway	New Rochelle	NY	10804 -2106	(914) 235-0431
A & D Enterprises	12 Carlson Way	Clifton Park	NY	12065	(631) 462-7452
Sand Dollars Int. Ltd.	1985 Berme Road	Kerhonkson	NY	12446	(845) 626-5202
My Next Sailing, LLC	81A Dictum Court	Brooklyn	NY	11229	(718) 673-9003
NYCKelly Travel, LLC	2255 Watson Ave	New York	NY	10462 -5204	(347) 855-3559
Cynthia Bentsen	3426 Woodward Street	Oceanside	NY	11572	(516) 593-5309
Julia A & Gary P Liberty	25 Taylor Road	Peru	NY	12972	(518) 643-5551
Karen Facey-Marshall	164 Castleton Ave	Staten Island	NY	10301	(917) 579-9287
Brenda Lendeborg	100 Overlook Ter. Apt. 410	New York	NY	10040	(201) 777-0165
Richard Acevedo	159 Benefield Blvd	Peekskill	NY	10566	(914) 737-4965
Mark Casey	65-24 162 st. apt 7a	Fresh Meadows	NY	11365	(718) 487-3031
Wayne Rodriguez & Co LLC	405 RXR PLAZA	UNIONDALE	NY	11556	(516) 790-6749
Stacy A. Murphy	341 Alpine Drive	Cortlandt Manor	NY	10567	914-755-1721
Amy L. Serson	9 Crestwood Avenue	Troy	NY	12180	(518) 560-5055
Glenn and Andrea Pleeter	2 Lancaster Lane	Chestnut Ridge	NY	10952	(845)558-9128
Susan Carpenter	215 Dates Rd	Lansing	NY	14882	(607) 227-0863
Nelson & Christine Pimentel	2744 Hylan Boulevard #122	Staten Island	NY	10306	(718) 208-4698
Andrea Joyce And Associates, LLC	243 B Heritage Hills Dr	Somers	NY	10589	914-400-5132
Tina M. Cross	15 Ichabod Lane	Ballston Spa	NY	12020	518-450-9552
Loerzel Travel & Associates Inc	1138 Wadsworth Street	Syracuse	NY	13208	(315) 928-4722
Marlene & Thomas Dingley	33 Chester Ct	Troy	NY	12182	(518) 285-0133
Guillermo H. & Eleonor Pazmino	13 Hillside Drive	Thiells	NY	10984	(845) 520-7552
Douglas St Clair & Sue Commesso	20 Meadow Wood Drive	Fairport	NY	14450	(585) 455-6071

Liberty Cruise Ship Center	121-18 Liberty Avenue	South Richmond Hill	NY	11419	(718) 322-4033
Ames Evergreen Travel, LLC	3 Caxton Street	Melville	NY	11747	(631) 424-0430
Mark Nowak & Kerry Ann Nowak	285 Tampa Drive	Buffalo	NY	14220	(716) 827-2783
Gracia Stewart	17 Crooked Pine Drive	Medford	NY	11763	(718) 772-8373
Geoff and Kirstin Grant	131 Bonnie Brae Ct.	Granite Springs	NY	10527	(914) 785-8496
Finger Lakes Travel Network LLC	209 6th Street	Watkins Glen	NY	14891	(607) 535-2310
Toadily Fun Travels LLC	1073 Kirby Place	Middletown	NY	10940	(845) 281-5173
Dan Cristian Fecioru	420 East Ridge Rd Apt # 1	Rochester	NY	14621	(585) 298-2030
Varuna Travel, LLC	42005 McMahon Road	Redwood	NY	13679	(315) 965-8680
Fox's All Things Travel, LLC	221 Marsh Drive	Syracuse	NY	13214	(315) 299-4479
Michelle B. Knowles	632 Barnes Ave	Baldwin	NY	11510	(646) 844-5162
GO C.R.A.I.G. Travel, LLC	226 Prospect Park West Suite 141	Brooklyn	NY	11215	917-924-1919
Elizabeth Giannelli & Melody Natiello	56 E Saltaire Rd	Lindenhurst	NY	11757	(631) 991-7277
Jill Brewer & Michael Brewer	241 Station St	Lake Placid	NY	12946	(518) 898-8079
Carevane Travels LLC	244 5th Ave Suite F40	New York	NY	10001	(929) 430-7815
JD Destinations, LLC	10 John Street	Selden	NY	11784	(631) 988-8832
Marcel & Frajon Steward, LLC	12 Horstead Court	Yaphank	NY	11980	(631) 440-1200
Danny Santacruz	82-55 61 Drive Second Floor	Middle Village	NY	11379	(347) 527-2398
Dawn Herbert	4 Hopeful Lane	Gansevoort	NY	12831	(518) 947-6236
Presti World Travel, LLC	9 Bette Lane	Commack	NY	11725	(631) 343-7843
Kayte Jo Gerwig	109 N. Brooklyn Avenue Apt. 2	Wellsville	NY	14895	(203) 569-3918
Maureen B. Sanborn	9 Stern Court	Huntington Station	NY	11746	(631) 804-9286
Wendy R. Egloff	986 Center Street	East Aurora	NY	14052	(716) 805-7938
Mary Beth Perini	5 Frado Ct	Stony Point	NY	10980	(845) 641-9083
KT Getaways Inc.	53 Vista Hill Road	Great Neck	NY	11021	(917) 623-0500
Patricia Murphy	5929 Goodale Rd	Canandaigua	NY	14424	(585) 394-4911
Susan & Mark DuMoulin	143 Sportsmen St	Central Islip	NY	11722	(631) 918-4000
Mertens Group, LLC	94 Old Mill Road	Farmington	NY	14425	(585) 433-5700

Janis Phillip	657 E 21 Street Apt A2	Brooklyn	NY	11226	(347) 374-2285
Matthew L. Nortz	7632 East State St.	Lowville	NY	13367	(315) 681-5569
Dennis J. Spera	23 Corbin Ave	Smith Point	NY	11967	(631) 772-7031
JAYNE HUTSON AND ASSOCIATES LLC	8839 Gatewood Dr	North Ridgeville	OH	44039	(440) 316-7171
Nancy Rennie	6370 Twin Lakes	Mason	OH	45040	(513) 336-8747
Roger J & Dava Cansler	1488 Wyandotte Ave	Cleveland	OH	44107-4724	(216) 529-2539
Becky & Dale Piper, Ltd. & Diane & Vic Kordan, LLC	18667 Northrup Lane	Strongsville	OH	44149	(440) 572-7760
Lapa Luxury Travel LLC	30628 Detroit Road	Westlake	OH	44145	(440) 937-4520
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
MG Interests LLC	Historic Dublin 16 N. High St.	Dublin	OH	43017	(614) 336-8254
K Kell Adventures, LLC	26340 Hull Prairie Rd	Perrysburg	OH	43551	(419) 931-4479
Cruise With Us, LLC	11006 Reading Rd. Suite 202	Cincinnati	OH	45241	(513) 821-0280
Destination Travel Team, LLC	8227 Washington Ave	N Royalton	OH	44133	(440) 582-3701
Sandra K Evans	116 N Vernon Ave	Newark	OH	43055	(740) 366-7447
LUV Travel Corporation	3276 Wemyss Drive	Cincinnati	OH	45251	(513) 532-9558
R-CrewTravelCompanyLLC,VernonValuesLLC,DebbyHughes	6412 Birch Creek Dr	Loveland	OH	45140	(513) 943-7363
Marcia and Randy DeWitt	109 Locust Curve Drive	Delaware	OH	43015	740 972-9790
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
Susan & Erik Essert	5453 Cecilia Ct	Cincinnati	OH	45247	(513) 202-3536
3 Eagle Travel, LLC	503 Caroline Avenue	Hubbard	OH	44425	(330) 503-1911
Corey & Brittany Burnett	3731 Herr Rd	Sylvania	OH	43560	(419) 333-1503
Fields Travel Group, LLC	7723 Tyler's Place Blvd. Suite 155	West Chester	OH	45069	(513) 445-9377
Sanbob LLC	11440 Brattle Lane	Cincinnati	OH	45249	(513) 882-3637

Amy M & Tim Romstadt	162 Chantilly Rue	Northwood	OH	43619	(419) 754-1365
VACATIONLAND TRAVEL LLC	1122 Franklin Street	Sandusky	OH	44870	(419) 515-0303
Inner Vision Travel, LLC	2120 Fulton Ave Unit 10	Cincinnati	OH	45206	(513) 557-8017
All Service Travel LLC	10334 River Rock Lane	North Royalton	OH	44133	330-259-7300
Central Point Travel, LLC	137 Commerce Park Drive Suite A	Westerville	OH	43082	614-974-0441
Ben Thoennes, LLC	6205 Rockland Drive	Dublin	OH	43017	(614) 467-9199
Nikki Huckeby and Kathleen Huckeby	634 Annarose Run	Westerville	OH	43081	(614) 639-9414
Keener Vacations, LLC	364 E. Payne Ave	Galion	OH	44833	(567) 393-9369
Tipping, Sears & Associates, LLC	900 Hunter Ridge Circle	Fairlawn	OH	44333	(330) 331-2034
William & Marie Burch	1101 Lawndale Dr.	Tallmadge	OH	44278	330-422-8334
JP360 Solutions, LLC DBA 360 Vacationz	251 W. Central Avenue # 185	Springboro	OH	45066	(937) 999-3250
BYRD'S NESTS PROPERTIES LLC	428 Torrence Court	Cincinnati	OH	45202	(504) 358-8982
Tess M. Kirtz & Daniel Kirtz	5786 Bridgewater Blvd	Hudson	OH	44236	(330) 653-3111
Mark Rudolph Enterprises Inc	1734 McCausland Drive	Hudson	OH	44236	(216) 877-1100
Lyn Adanich	7754 State Road	Parma	OH	44134	(216) 825-1055
Wendi Simpson	16737 Lanier Ave	Strongsville	OH	44136	(440) 876-8180
Amanda Lawson & Christopher Lawson	7248 Shady Hollow Ln	West Chester	OH	45069	(513) 520-1619
Lisa Brackman & Cindy Carnevale	632 Forest St.	St. Henry	OH	45883	(513) 445-3622
Kristine Baugh	13501 N. Eastern Avenue	Oklahoma City	OK	73131	(405) 212-4545
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
What's Your Destination, LLC	17017 W. 59th St. S.	Sand Springs	OK	74063	(918) 514-0008
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
Michelle McGinnis and Associates, LLC	5724 SE 148th St	Oklahoma City	OK	73165	405-586-4233
Bulldog Ventures Inc.	17549 SW Tia Terrace	Beaverton	OR	97007	(503) 259-2280
International Travel Consultants, INC	2870 NE Hogan Drive Suite E 415	Gresham	OR	97030	(503) 492-7939

Tracy Wart	465 S.E Cherry St. P.O Box 68	Pilot Rock	OR	97868	(541) 969-6665
CruiseOne Milwaukie	14851 SE Topaz Ave	Portland	OR	97267	(503) 656-2125
On & On Inc	1510 Jacobs Dr	Eugene	OR	97402	(541) 349-0036
Deborah R. Orton	2411 Meadowcreek Drive	Medford	OR	97504	(541) 776-2739
Kevin Young	4332 SW Lobelia St	Portland	OR	97219	(510) 455-4545
Charles & Crystal Wellman	20633 SW Rosa Dr.	Beaverton	OR	97078	(971) 245-2285
Cammie Aguilar	151 S 25th Ave	Cornelius	OR	97113	(503) 747-5468
Monique Beikman	22760 SW 87th Place	Tualatin	OR	97062	503-310-7901
Elizabeth Miller & Curtis Winn	8033 N Buchanan Avenue	Portland	OR	97203	(503) 708-2727
Diane Goetz	12450 SW Fischer Rd Unit 214	Tigard	OR	97224	(503) 330-1272
Edwin Wong	4324 SE Weedman St	Portland	OR	97222 -8843	503-407-6703
Kari L. & Kevin R. Clark	38033 Weirich Drive	Lebanon	OR	97355	(541) 570-1328
Serena Kaeo Smith	88078 10th St	Veneta	OR	97487	(541) 517-5478
Tambers Treats LLC	43466 McKay Dr.	Pendleton	OR	97801	(541) 276-1917
Trudy K. Radick	327 Bowyer Lane	Lititz	PA	17543	(717) 569-6520
Kathleen M DeHaven	1005 Kingscote Drive	Harleysville	PA	19438	(215) 259-5000
Exciting Worldwide Vacations, LLC	1321 Gabriel Lane	Warwick	PA	18974	(215) 742-7534
Michael F. Viola	4327 Ravenswood Road	Allentown	PA	18103 -9676	(610) 967-9736
Dennis Rhoads	4700 Perkiomen Avenue	Reading	PA	19606	(610) 898-1875
Rhonda DeShong	1245 Sollenberger Road	Chambersburg	PA	17202	(717) 267-2180
RKB Travel Group, LLC	14 East 21st Street	Northampton	PA	18067	(610) 262-0855
Louis J. Abitabilo	125 Lakeview Ave	Scranton	PA	18505	(570) 955-0470
Platinum Travel Associates LLC	76 Starr Road	Sinking Spring	PA	19608	(610) 621-5797
Marjorie & Joseph Federanich	418 Princeton Avenue	Palmerton	PA	18071	(610) 826-4777
Melissa Brunst-Kotsch	2654 Crystal Drive	Whitehall	PA	18052	(610) 439-3550
Ellen Overcast	181 West Main St	Kutztown	PA	19530	(610) 781-6950
Travel Wonders, LLC	836 N 24th Street	Philadelphia	PA	19130	(215) 817-8304
Nicole Dorn	129 South Chestnut St	Mount Carmel	PA	17851	(703) 349-1559
Cindy Martin	892 Front St.	Whitehall	PA	18052	(610) 392-4042

Diane and Timothy Minnich	225 Stratford Drive	Churchville	PA	18966-1345	(215) 357-1580
Mark J. Young	39 Olde Mill Court	Lititz	PA	17543-8323	(717) 581-1222
T & F Enterprises, Inc.	5658 Covenant Ct	Allentown	PA	18106	(610) 984-5923
Nancy Morales-Adams and Juan Adams	3308 Route 940 Suite 104-227	Mt. Pocono	PA	18344	(570) 216-1264
Moore Travel Group, LLC	1502 Celebration Circle	Bridgeville	PA	15017	412-914-8347
Jerry & Joanne Roush	5 Valley Street	Lewistown	PA	17044	(717) 363-8132
Ronald Beverly Sr	143 Newport Lane	N Wales	PA	19454	(267) 217-7667
Travelvine, LLC	310 Center Court	East Stroudsburg	PA	18302	(732) 366-3132
J Clyde Smith lll	5263 Spring Road	Shermans Dale	PA	17090	(717) 275-1222
Stacy & Patricia Harrison	895 Lilly Hill Rd	Bath	PA	18014	(610) 837-7958
Vincenzo Merante	410 Salem Drive	Pittsburgh	PA	15243	239-848-1267
Mattie Benita Johnson	913 Marlyn Road	Philadelphia	PA	19151	(215) 667-9684
Thomas and Kimberly Hendrick	157 Janyce Drive	Greensburg	PA	15601	(724) 836-7242
Maureen & Brian Hilker	1224 Linden Vue Drive	McMurray	PA	15317	724-743-2869
Seas Your Journey Travel, LLC	130 Vida Lane	Dover	PA	17315	(717) 467-8335
Christopher & Jenelle Hornick	Chris Hornick- Dream Vacations 19 Greystone Crossing	Pleasant Hill	PA	17042	(717) 639-3763
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
Lyman Travel Group, LLC	13255 Stamper Road	Brogue	PA	17309	717-373-0015
Paul W. Vincent	188 North Hawthorne Drive	Altoona	PA	16602	(814) 207-1038
Nancy Rudy & Linnea Rudy	201 Scarborough Lane	Millersville	PA	17551	717-871-0574
Off the Grid Travel Company, LLC	118 North Main Street	Coudersport	PA	16915	(814) 647-1334
Sarah Thomas	49 South Constitution Avenue	New Freedom	PA	17349	(913) 820-1676
Sokunvery Var	377 Sawgrass Dr	Allentown	PA	18104	(484) 550-6092
Jennifer A. Bachman	119 S Sheridan Rd	Newmanstown	PA	17073	(610) 589-6183
Steel Town Travel, LLC	13300 St. Clair Drive	N. Huntingdon	PA	15642	412-200-5159
Francisco A. De La Pena	36 Turf Road	Levittown	PA	19056	(267) 838-9595

Vacationkids.com Inc.	1216 Greenway Lane	Kunkletown	PA	18058	610-681-7360
Searle Travel Group LLC	834 Redwood Avenue	Wyomissing	PA	19610	(610) 750-9132
Tara Rhodes Travel, LLC.	338 Slocum St.	Swoyersville	PA	18704	(570) 230-3999
Dawn E. Larkin	481 Larkin Lane	Clifford Township	PA	18421	(570) 664-1858
Seneca Chatman Cottom & Michael Cottom	6227 Spring Knoll Dr	Harrisburg	PA	17111	(717) 402-6060
Rebecca Ann Harner & David Harner	107 E. First Ave.	Trappe	PA	19426	(610) 482-4825
Joyation, LLC	Two Bala Plaza, Suite 300 Lucky Flirt	Bala Cynwyd	PA	19004	(215) 792-6938
Paradise Bound Travel LLC	2826 Mountain Laurel Drive	Furlong	PA	18925	(267) 840-9230
Bowman Travel Group LLC	242 Grandview Blvd	Bethlehem	PA	18018	(610) 410-7600
RJ Breeze, LLC	6257 Stanford Court	Mechanicsburg	PA	17050	(717) 525-2552
Glenn E. Johnson & Nancy J. Johnson	213 Courtney Dr	East Stroudsburg	PA	18302	(917) 808-7135
Amanda Abernathy & Jeremy L. Wescoat	637 Griffin St	Pittsburgh	PA	15211	(412) 880-3454
The Losch Company LLC	670 Valley Road	Lancaster	PA	17601	(717) 517-7850
Phillip M Zook	2937 Adams Dr	Chambersburg	PA	17201	(717) 251-2898
DEFALENCOURT LLC	2128 Sugar Maple Lane	Furlong	PA	18925	(215) 348-4632
Memory Seekers Travel, LLC	918 Market St	St Michael	PA	15951	(814) 495-8587
Robert J. Dieterich, Jr	115 Evergreen Lane	East Stroudsburg	PA	18302	(610) 428-4568
Panda Tours, LLC	37 Sherwood Ave	North Providence	RI	2911	(401) 349-3566
Patti Crooks	7 Calef Avenue	Narragansett	RI	2882	(781) 806-5944
Michael Zuller	121 Fairfax Dr	Warwick	RI	2888	401.639.6476
Sylvia Proctor	1641 Montclair Dr.	Surfside Beach	SC	29575	(843) 650-5386
Ark Enterprises, Inc.	3504 Highway 153 Suite 9	Greenville	SC	29611	(864) 281-0900
Linda Diane Allen	608 Boulevard	Anderson	SC	29621	864-225-3650
Stump Management Group, LLC	209 Annatto Way	Tega Cay	SC	29708	(540) 797-8090
B.Tolleson, Inc.	179 Sherbert Street	Roebuck	SC	29376	(864) 587-1711
Kim M Maher	111 East Marion Ave #207	North Augusta	SC	29841	(803) 202-0286
Ronald J. Vernicek	234 Landing Lane Sun City Hilton Head	Okatie	SC	29909	(843) 689-6100

Winley Services Inc.	514 Robert Daniel Drive #248	Daniel Island	SC	29492	(630) 858-5960
Tony & Christy Ford	32410 Dunbar lane	Indian Land	SC	29707	803-228-0728
JoGo Travels LLC	40 Mayfair Dr	Bluffton	SC	29910	(843) 948-0456
Josephine R. Hardy	6365 Cougar Way	Wedgefield	SC	29168	803-494-7746
Hardy & Associates LLC	111 Osborne Ln	Irmo	SC	29063	(803) 407-3500
Angela T. Curtis	151 B Tibton Circle	Myrtle Beach	SC	29588	843-293-2805
Tracie R. Foster	4230 Hwy 9	Boiling Springs	SC	29316	864-707-0878
Rhonda & Christopher Wegmann	25 Lynah Way	Bluffton	SC	29909	(843) 524-7564
Carol & David Howell	293 Red Fox Lane	Chesnee	SC	29323	864-497-8264
JDVacations, LLC	1845 Kilkenny Drive	Lake Wylie	SC	29710	561-634-0404
Natalie K & Benjamin L Montgomery	1931 Blackstock Road	Pauline	SC	29374	(864) 278-3015
Verderia Stockman	2112 Drewman Place	Clover	SC	29710	843-437-7446
Your Travel Crew, LLC	220 N. Main St Suite 500	Greenville	SC	29601	(864) 214-6099
Larry D & Dorothy M Shirley	3153 Stanyarne Dr.	Charleston	SC	29414	843-763-6207
Patricia L. Thompson	270 Sand Creek Drive #6207	Murrells Inlet	SC	29576	(843) 299-0340
Belinda Sue & Chelsea Amber Pinell	3553 Rutherford Rd	Taylors	SC	29687	864-244-1288
Logan & Elise Phillips	216 Bronze Bluff CT	Lexington	SC	29073	(443) 889-3141
Jeffrey Argenio & Dianne Johnson	2011 N Highway 17 Unit 2300F	Mount Pleasant	SC	29466	(843) 442-5185
Anthony L. Jackson	85 Heartstone Cir	Bluffton	SC	29910	(843) 707-2398
Thomas J. Dube, Jr. & Carey L. Cooper	249 Clayburne Dr	Goose Creek	SC	29445	843-900-0099
Angela M.Geiger & Kari Vest	23 Kimborough St.	Greenville	SC	29607	(864) 236-8441
Lori Hollowell	130 Mateeba Gardens Road	Summerville	SC	29485	(843) 296-1629
Lori Kaye Maye & Caleb Bruce Ussery	6900 Whitcomb Drive	North Charleston	SC	29406	(843) 412-1524
Travels By Tracey LLC	105 Covington Drive	Chapin	SC	29036	(803) 575-8890
Premier Travel Connections LLC	3358 Eastman Drive	Mount Pleasant	SC	29466	(843) 277-1119
Gilda D. Graham	3340 Shipley St. Apt 5315	Ladson	SC	29456	(843) 640-3087
Janet S. & Donald McColl	2608 McCormick Hwy	Greenwood	SC	29646	(864) 980-7373
Kenneth W. Shettle, II & Tanya L. Shettle	326 Mt Valley Road	Blythewood	SC	29016	(803) 451-0556
Dream Journey Design, LLC	100 Needlegrass Lane	Hardeeville	SC	29927	(843) 823-4343

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
Darla M and Michael B Erb	707 W 41st St., Suite 107	Sioux Falls	SD	57105	(605) 400-4243
Hotspot	1412 Live Oak Circle	Knoxville	TN	37932	(865) 403-9211
Dale & Jacqueline Willis	4079 Persimmon View Cove	Bartlett	TN	38135	(901) 413-9932
Sharon Colbert-Sanders	261 Veterans Parkway Suite 1008	Murfreesboro	TN	37128-6450	615-627-8717
Jennifer Killebrew & Associates	335 Knob Hill Private Dr	Blountville	TN	37617	(423) 212-2211
Debbie Rosenthal	1779 Kirby Parkway #1, Box 328	Memphis	TN	38138	(901) 682-5600
Ian Bentley	2288 Gunbarrel Rd. Ste. 154-150	Chattanooga	TN	37421	(423) 702-6931
Carole Gray	12091 Brooks Village Dr.	Arlington	TN	38002	(901) 290-5443
Wayne Tucker, Jr.	2328 Cabin Hill Road	Nashville	TN	37214-3707	(615) 889-9730
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
Stephen Guyer	9060 Haileys Pond Drive	Ooltewah	TN	37363	(423) 599-3032
Rhonda & Kevin Wax	2385 River Road	Murfreesboro	TN	37129	(615) 895-1633
Heather & Neil France	370 S. Lowe Ave Suite A-202	Cookeville	TN	38501	931-854-1682
See 2 Sea Travel & Adventures, LLC	909 Rosa L Parks Blvd #114	Nashville	TN	37208	(615) 999-3822
Heather Schreader	1664 West Wilson Blvd	Mount Juliet	TN	37122	(615) 583-9460
Scott & Kathy Chippendale	411 Lone Ridge Lane	Clinton	TN	37716	865-888-9212
James Selleh, LLC	5300 Lenox Rd	Brentwood	TN	37027	(615) 300-0217
Donald Gonce	273 Emory Church Rd	Kingsport	TN	37664	(423) 212-2871
Preferred Travel Partners, LLC	2615 Medical Center Parkway Ste. 1560	Murfreesboro	TN	37129	(615) 861-1661
Amanda Biggerstaff	8919 Kilbirnie Cove	Germantown	TN	38139	(901) 800-6091
Jeffrey S. Laudieri & William D. Peyton II	5055 Donovan St	Franklin	TN	37064	(615) 807-1614
Booksmart Strategies, LLC	110 Sanders Ferry Road Suite 3	Hendersonville	TN	37075	(615) 475-7130

Mark S. Stone & Pamela Stone	1269 Boyd Rd	Ashland City	TN	37015	(615) 274-5553
Darren Ekey & Amy Ekey	7075 HWY 45	Martin	TN	38237	(731) 214-0449
Caldwell Partners, LLC	2509 Arbor Pointe Cove	Hermitage	TN	37076	(615) 669-8812
Hollie Birckhead & Nathan Birckhead	822 Charming Court	Franklin	TN	37064	(615) 261-8632
Off We Go, LLC	47 Fairchild Cove	Jackson	TN	38305	(731) 736-3763
Wall Family Travel	4093 Locerbie Circle	Spring Hill	TN	37174	(615) 392-8005
Grishman & Voyles,LLC	6909 Mill Falls Drive	Dallas	TX	75248	(214) 793-8615
East Texas Cruises, LLC	121 Timber Creek Court	Lindale	TX	75771	(903) 882-8278
Blue Diamond Cruises LLC	2201 Long Prairie Road Suite 107-286	Flower Mound	TX	75022	(318) 459-8358
Leeann Tietz	909 Little Creek Trail	Red Oak	TX	75154	(817) 473-8590
Wayne W. Wassom	807 Stoneridge Drive	Atlanta	TX	75551	(281) 358-1605
Anthony & Barbara Shelton	1622 Woodcrest Lane	Carrollton	TX	75006	(972) 446-2739
Ed Gagliardo	701 Bradfield	Garland	TX	75042	(972) 276-2080
Platinum Vacations LLC	1450 W. Grand Parkway, Ste. G216	Katy	TX	77494	(713) 730-9727
Magic Moment Vacations, LLC.	26502 Leafton Lane	Magnolia	TX	77354	(281) 255-0584
Gaylen & Rainy Fincher	401 S Kenwood Rd	Texarkana	TX	75501	(903) 824-7040
Buske Travel Group, LLC	127 Pecan Valley Dr	Bullard	TX	75757	(903) 530-5744
Steven & Jeanete Pardines	13130 Fry Road #1321	Cypress	TX	77433	(832) 271-6411
Eldorado Group, Inc.	1721 Woodbridge Dr	McKinney	TX	75070-3900	(972) 562-1435
T & A Waters Inc.	13906 Man O War Ct	Corpus Christi	TX	78418	(361) 949-1011
Stingray Travel, LLC	2105 Statler Drive	Carrollton	TX	75007	(972) 395-5263
Top Deck Cruises & More LLC	126 S. Mill Trace	The Woodlands	TX	77381	(281) 298-4343
Anna M. Arjumandi	8210 Cabrillo Landing Court	Katy	TX	77494	832-407-6041
Monte R. Akers	5223 Royal Walk	Houston	TX	77069-1928	(281) 880-7337
Mariola Smith	502 N. Pacific	Mineola	TX	75773	(903) 569-5002
James Ball & Associates LLC	8810 Summer Creek Drive	Spring	TX	77379	(281) 379-4456
Nancy R. Williams	PO Box 1715	Seminole	TX	79360	(806) 282-1702

Sheri Green	12564 Wethersby Way	Austin	TX	78753	(512) 796-8428
Larry and Frances Price, Partners	16719 Frigate Drive	Friendswood	TX	77546	(281) 648-4455
Gene Sowell	6526 Holden Mills Drive	Spring	TX	77389	(281) 516-9797
Gregory and Cathy Cyrus	4835 Texoma Dr.	Frisco	TX	75033	(972) 529-3672
Catherine E. Croft	15116 Cedar Street	Santa Fe	TX	77517	(409) 925-7752
Marjean Sprinkle	189 Jasten Lane	Lumberton	TX	77657	(409) 751-6062
Anthaume Enterprises,Inc	7700 Hilton Head Dr	McKinney	TX	75072	(972) 437-0055
Henry McEwin	105 Shady Wood Court	Weatherford	TX	76087	(817) 594-3096
Lainey Melnick	1503 Canyon Edge Dr	Austin	TX	78733	(512) 799-0626
Kaisner Cruises LLC	14004 Echo Lane	Austin	TX	78732	(512) 607-6635
Asmita & Hafeez Rangwala	8014 Stoneyway Dr	Houston	TX	77040	(281) 980-2245
Frank Houston, Inc	2714 Lake Villa Drive	Missouri City	TX	77459	(832) 872-2714
Big D Cruises LLC	3824 Cedar Springs Rd #559	Dallas	TX	75219	(214) 254-4980
Marlen Roel	1953 E Goodwin Rd	Palmview	TX	78574	(956) 458-0044
Daniel Davila	6722 Empire State Drive	Corpus Christi	TX	78414	(361) 233-0266
Narmin Kermally	606 Moss Hammock Way	Sugar Land	TX	77479	(713) 560-7016
Earl Lee	4116 S. Carrier Parkway Suite 280-PMB771	Grand Prairie	TX	75052	(469) 909-4011
Lynette Borrel & Steven Smith	5300 N Braeswood Blvd Suite 4-386	Houston	TX	77096	(713) 589-2033
Having Fun Travel and Cruising	7511 Omaha Drive	Baytown	TX	77521	(281) 860-2038
Lorraine & Richard James Larrew	6017 Reef Point Ln Suite 125	Fort Worth	TX	76135	(817) 888-5633
Resorts Cruises Tours, LLC	4007 Alamo Drive	Mansfield	TX	76063	817-405-7065
AMW & Associates LLC	1213 Cherry Brook Way	Flower Mound	TX	75028	(817) 224-2298
Paige Ragsdale	2068 US Hwy 277N PO Box 1204	Eldorado	TX	76936	(325) 340-1314
HBL Cruises Inc	10701 Corporate Dr #112	Stafford	TX	77477	(281) 724-8260
Barefoot Travel Agency, LLC	11185 Pagewynne Drive	Frisco	TX	75035	(972) 581-9551
Michael D'Onofrio	2104 Brook Haven Drive	League City	TX	77573	(832) 600-9068
CPHP Ventures, LLC	12680 W Lake Houston Pkwy Ste 510- 191	Houston	TX	77044	(281) 581-0177

Andrew & Ann Engelbrecht	31115 Pine Rose Drive	Spring	TX	77386	(832) 562-3878
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
Masala Cruises Inc.	2721 Fieldstone Street	Sugar Land	TX	77478	(281) 277-6874
Rachel Marin, Keri Hendon & Sheri Irwin	3872 Hwy 64 West #109	Tyler	TX	75704	903-343-2310
Dreamboat Cruises, LLC	12303 Broken Bough Drive	Houston	TX	77024	281-370-3478
WhataRush Vacations, LLC	11250 Mason Rd. #14107	Cypress	TX	77433	(281) 809-7982
TNT Travel Group LLC	2601 Las Cruces	Deer Park	TX	77536	(281) 816-7792
Kevin & Kathy Kelly	1110 Slumber Pass	San Antonio	TX	78260	(830) 714-4420
Lynda Maze	23306 Bison Cyn	San Antonio	TX	78261	(210) 858-8425
Debra's Dream Destinations, LLC	4242 Gulfbreeze Boulevard #905	Corpus Christi	TX	78402	(214) 578-4445
Ellen Yates & Associates	5960 W. Parker RD #278-349	Plano	TX	75093	(469) 808-0422
D & D Travels, LLC	2501 Great Bear Lane	Denton	TX	76210	940-243-7804
Tiel McKee	1954 Kempwood Loop	Round Rock	TX	78665	512-983-2928
Kenneth R & Robin L Dunham	2019 S 7th St	Temple	TX	76504	(254) 239-8500
Julia A. Vowell	3407 Palm Desert Ln.	Missouri City	TX	77459	281-832-4441
Ashraf & Amin Dhukka	10301 Ivalenes Hope Dr	Austin	TX	78717	512-417-9175
HDS Business Systems, LLC	101 E. Park Blvd Suite 600	Plano	TX	75074	972-200-7901
Brandy Glass & Treasure LaFollette	2350 FM 980	Huntsville	TX	77320	(936) 594-9019
Misael & Jennifer Garcia	20014 Redwick Ct.	Spring	TX	77388	(832) 585-1484
Cory & Heather Jennings	1106 W Missouri Ave	Midland	TX	79701	432-242-1871
Kathy Dowling & Jessica Smith	18518 Carousel Creek Ct	Cypress	TX	77429	(979) 436-3339
Arlando Bass	7827 Robin Cove	Selma	TX	78154	(210) 281-5217
Anderson.Travel, LLC	31 Camden Oaks Lane Bentwater on Lake Conroe	Montgomery	TX	77356	936-229-3279
Adriana & Marc Zak	3614 Ridge Dawn	San Antonio	TX	78247	(210) 549-4759
Sonia & Bryan Rectenwald	10103 DaVinci Court	Iowa Colony	TX	77583	(281) 767-7003

Richard & Marlene Orona	526 Rosinweed Dr	Spring Branch	TX	78070	(830) 885-6545
Samuel Knight	2107 Ripple Bend Ln	Pearland	TX	77581	832-288-2313
Adoracion G. Agustin	9306 Maplecrest Dr.	Houston	TX	77099	(281) 205-4270
Michael J & Pam A Guilbeau, ACC	5303 N Main	Vidor	TX	77662	(409) 786-2615
Ketki Shah	21101 KINGSLAND BLVD	KATY	TX	77450	(281) 450-2718
Stacy Y Marlin & Samuel Bryan Marlin	401 Wiltshire Dr	Hutto	TX	78634	(254) 265-6066
Curtis V. Regester	303 Chase Oaks Place	Fredericksburg	TX	78624	(830) 998-0560
Cyn's Dream Destinations LLC	8992 Windjammer Lane	Montgomery	TX	77316	936-206-3176
Suncatcher Travels, LLC	4245 Jenny Lake Trail	Fort Worth	TX	76244	(817) 350-4434
Ricardo Del Papa	1515 Main St Apt.419	Houston	TX	77002	(305) 775-9219
Billy Jack Miller	6421 Winifred Drive	Fort Worth	TX	76133	(817) 386-7086
Deedra & John McCann	6917 Golf Green Dr	Arlington	TX	76001	(817) 672-5744
Nadia Sahari	1712 E. Riverside Dr #170	Austin	TX	78741	(310) 948-9959
Elizabeth Andrino	3032 Indigo Trail	Round Rock	TX	78665	(512) 744-8961
Patricia Riley	8 Woodland Trl	Belton	TX	76513	254-220-4920
Sunit Deora	14 Ranchers Trail	The Woodlands	TX	77389	(281) 941-5183
Sunny and 75 Vacations LLC	6202 Coastal Dr.	McKinney	TX	75071	(972) 346-5186
Raymond & Robin Stowe	527 21st Street, #119	Galveston	TX	77550	(409) 877-5357
One World Travel Destinations, LLC	249 East 27th St	Houston	TX	77008	(713) 999-1021
Karen and Abel Vasquez	5250 Hwy 78 Suite 750-527	Sachse	TX	75048	469-360-7423
Brian R Ponce	2508 Eastern Sky St	El Paso	TX	79938	(575) 808-8840
Pineapple Compass LLC	10130 Shadyview Dr	Dallas	TX	75238	(972) 803-3255
Brian Williams & Sheena Williams	3306 Thomas Kincheon St Unit A	Austin	TX	78745	(512) 853-9830
Amanda & Paul Lara	1499 Regal Row Ste 309	Dallas	TX	75247	(214) 905-4345
Nellcote Solutions, LLC	5900 Balcones Drive Suite 100	Austin	TX	78731	(512) 253-1528
Jeané Elliott Bennett	2709 Wildflower Drive	Killeen	TX	76549	(909) 990-1124

James E. Washington & Sarah D. Collazo	14 Norwood Street	Houston	TX	77011	(713) 305-4117
Xventures LLC	3805 Julian Lane	Leander	TX	78641	(512) 200-4661
Little Legacy, Inc.	1530 Sun City Blvd Ste 120-242	Georgetown	TX	78633	512-819-1536
Eric F. Long	17128 Lathrop Ave	Pflugerville	TX	78660	(512) 939-8365
Rosalyn D.Taylor & Marcus D.Taylor	3405 Noblewood Ct	Pearland	TX	77584	(832) 288-4079
Rodger & Janette Nestor	17702 Garnercrest Dr	Houston	TX	77095	(281) 855-4167
Martha Ketchum & Margielyn Miranda	1489 Country Club Rd	San Angelo	TX	76904	(325) 234-4410
Infinity Travel Planner, LLC	6813 Mason Drive	McKinney	TX	75070	(972) 886-8166
Rick Emery & Natalene Emery	403 Hogle St	Weatherford	TX	76086	(817) 550-6653
Rickey Travel Experience, LLC	2816 Marrickville Drive	Trophy Club	TX	76262	(682) 831-1262
Animus Premier Quality, LLC	2133 Range Rd	Seguin	TX	78155	830-358-3737
Showtime Travel Agency LLC	1019 Turner Ave	Dallas	TX	75208	(214) 227-9767
Sherri S. Brizendine & Mark S. Brizendine	214 Sunrise Ridge Cove	Lakeway	TX	78738	(512) 243-7021
Carol Jeter & James Jeter	664 Featherstone Dr	Rockwall	TX	75087	(972) 767-8705
Melanie Keplar	8856 Paintbrush Drive	Amarillo	TX	79119	(806) 622-8126
DiKayda Travels, LLC	824 Kinwest Pkwy Apt #110	Irving	TX	75063	(469) 779-0258
Lilian Janet Blinn	3414 Herons Pointe Ln	Katy	TX	77494	(832) 437-8381
Mac's Travel LLC	3314 Jasons Way	Marion	TX	78124	(210) 870-7203
Tonya Wogomon	1107 Lone Ivory Trail	Arlington	TX	76005	(817) 706-1507
Laura & Jonathan Dvareckas	1915 Guinevere	Harker Heights	TX	76548	(910) 518-5137
Sterling Travel Adventures, LLC	417 Rolling Oaks Ridge	Cedar Hill	TX	75014	(972) 421-8687
Richard T. Greenway	650 N. Leora Ln #1538	Lewisville	TX	75056	469-289-6940
Ty Taylor & Tessa Bagnasco	2706 Barronwood Dr.	Bryan	TX	77807	(254) 644-6940
Michael & Jennifer Knuckles	3115 San Saba Ct	Rockwall	TX	75032	(972) 200-7240
Park Cities Travels, LLC	25 Highland Park Village #100-355	Dallas	TX	75205	214-414-2816
Reginia Sanborn, Kelly Owen & Austin Owen	603 Cardinal Drive	Ovilla	TX	75154	(469) 719-0255
Jennifer Nelson	15943 Kings Cypress Ln	Cypress	TX	77429	(832) 925-9508
Janet Anderson-Elkachif & Mohammed Al-Hendawi	1022 SE 2nd Street	Grand Prairie	TX	75051	214~295~6454

Joyce Zeldis, David Trevino and Jonathan Garza	1301 Lark Ave	McAllen	TX	78504	(956) 358-2755
Danelle Mashia	19207 Autumn Briar Ln. Unit B	Tomball	TX	77377	(832) 225-6235
My Cruise & Travel Group, Inc	134 Vintage Park Blvd Ste. A-545	Houston	TX	77070	(832) 937-7441
Rhonda & Brent Craig	2800 E Whitestone Blvd Ste 120 PMB #149	Cedar Park	TX	78613	(512) 456-0164
EDGE OF THE WORLD TRAVEL, LLC	3504 Oak Island Ln	Flower Mound	TX	75028	(972) 989-5797
Manley Travel & Associates, LLC	2211 Zoa Dr.	Cedar Park	TX	78613	(512) 766-8164
Heidi Schubert	4512 Longfellow Dr	Plano	TX	75093	(469) 543-4383
Macy McDougald and Jeremiah Patterson	1909 Shiloh Mews	Celina	TX	75009	(469) 813-0090
Joseph Wondo	2307 Dowd Lane	Austin	TX	78728	(512) 215-2170
Epic Travel by Amelia, LLC	5214 Brigantine Cay Ct	Texas City	TX	77590	(409) 292-3232
Katherine Mote Inc	6002 Lansford Lane	Colleyville	TX	76034	(682) 223-1157
Vacation Outfitters, LLC	2204 Mattie Circle	Copperas Cove	TX	76522	(254) 577-4303
Kathy Chrappa	390 Ling St	Bayou Vista	TX	77563	(832) 703-2432
So Much to Sea, LLC	3124 Burwood Lane	Royse City	TX	75189	(469) 874-4300
Jamie Castor & Joe Castor	15230 Sunset Trail	Conroe	TX	77384	(936) 270-0170
MB Travel Experience, LLC	924 Turnberry Lane	Southlake	TX	76092	(817) 329-5398
Robert Lee Turner & Robyn Kate Turner	1005 St. Helena Drive	Leander	TX	78641	(512) 963-6365
Shirley and Associates, LLC	3902 Remington Rd	Cedar Park	TX	78613	(512) 270-9896
Kindred Getaways LLC	5420 Running Brook Ln	McKinney	TX	75071	(972) 532-0005
Teresa A. Valdez	6024 Lehman Way	Austin	TX	78747	(512) 861-5925
Jasmine Jackson	9514 Old Quarry	San Antonio	TX	78250	(210) 858-8999
M Garcia, M DeLeon & C Villarreal	1412 Grambling Avenue	McAllen	TX	78504	(956) 929-6191
The JBN Group, Inc. dba JBN Vacations	105 Old Alton Drive	Denton	TX	76210	(469) 340-0835
Sangchan Klein	615 San Clemente Dr	Keller	TX	76248	(817) 380-3700
Alan Jay Mayhew & Ann Marie Mayhew	680 Prairie Timber Rd	Burleson	TX	76028	(817) 782-9909
Ryan Wilson	175 Fountain Court Apartment 223	Fairview	TX	75069	(972) 363-0093

Susan Ann Dezso	330 Birkdale Dr	Cibolo	TX	78108	(210) 468-7574
Mitchell L. Norris & Wendy Norris	213 Ledgenest Dr	McKinney	TX	75072	(214) 731-4324
Hector Pinedo and Stephanie Fry	11439 Bald Mountain Drive	San Antonio	TX	78245	(210) 596-9208
Enchanted Vacation Travel, LLC	1220G Airport Fwy #601	Bedford	TX	76022	(469) 465-5754
Virago Entity LLC	122 Valley Vista Dr.	Burleson	TX	76028	(817) 291-7773
Robert Ahrens	2425 Evalon St	Beaumont	TX	77702	(409) 202-6006
Rolando Galvez	8102 Livingston St.	Houston	TX	77051	713-322-5946
Shannon Howard & Forrestt Howard	238 S. Egret Bay Blvd #187	League City	TX	77573	(281) 947-2200
Anthony Rodriguez	1602 N Wilson st	Amarillo	TX	79107	(806) 591-2729
Great Stays Travel LLC	11601 Audelia Road Apt 210	Dallas	TX	75243	(214) 400-5975
VTrek Travel, LLC	5213 Buchanan Draw Rd	Austin	TX	78738	512-774-5771
Shaniqua Ford	13613 Ave W	Lubbock	TX	79423	(817) 422-0461
Great Stories Travel, LLC	7823 Oak Castle Drive	Spring	TX	77389	(281) 907-8132
Maria Goll & Michael Goll	173 West Kruse Avenue	Port Lavaca	TX	77979	(361) 920-2250
Marla L. Shumac	816 Wilderness Pass	Cedar Hill	TX	75104	(214) 662-7333
Travis Carlton and Makell Carlton	1321 East 1500 North	Lehi	UT	84043	(801) 770-3122
Jace T. Nelson	PO Box 2047	Salt Lake City	UT	84110	(801) 280-9954
Michael P McPhie	PO Box 2201	Provo	UT	84603 -2201	(801) 375-8900
Your Way Travel, LLC	2868 Washington Blvd	Ogden	UT	84401	801-791-1619
Jerome A. & Viveca Starks	1869 E. Sego Lily Dr	Sandy	UT	84092	(801) 738-7777
Tim Blackwood & Amyanne Wuthrich	3622 S Granite Oaks Cove	Salt Lake City	UT	84106	(801) 889-2717
Kimberly S. Lee	1069 River Hill Drive	Spanish Fork	UT	84660	(385) 200-1445
Citizen Partners, LLC	6975 South Union Park Avenue Suite 600 Office 678	Cottonwood Heights	UT	84047	(385) 285-4636
Kaden Jackson	2870 Daines Way North	Logan	UT	84341	(435) 525-2286
Smiling Ocean Travel, LLC	15243 S Revolutionary Way	Bluffdale	UT	84065	(801) 200-3150
Kayli L Frazier & Tyson Frazier	844 Rattler Road	Saratoga Springs	UT	84045	(801) 960-0809
Get Away Today, Inc.	1650 E 5700 S	OGDEN	UT	84403 -	(801) 317-0014

Griffin Vacation Group, LLC	5495 S 4015 W #18544	Salt Lake City	UT	84129	(801) 502-1892
Vera Heitkemper	6452 Brightwell Ct	Williamsburg	VA	23188	(757) 817-3788
James Houde	12606 Little Stones Ln	Herndon	VA	20170	(703) 437-4280
Its All About Travel, LLC	3708 Seasons Lane	Richmond	VA	23223	(804) 994-4131
J & K Sail Away LLP	5321 Peregrine Crest	Roanoke	VA	24018	(540) 728-0607
Kauffman Travel Team LLC	13840 Booker T Washington Hwy Suite C-1	Smith Mountain Lake	VA	24121	(540) 525-2004
Lynda J Dodd	15469 Cagney Court	Woodbridge	VA	22193 -1061	(703) 670-2329
M & R Travel Services LLC	20318 French Open Ct	Ashburn	VA	20147	(703) 858-9933
Armiger & Associates LLC	13511 Mountain Road	Lovettsville	VA	20180	(703) 421-8400
David C. Giffen	212 James Rd.	Danville	VA	24541	(434) 822-0908
Trisha Smith	924 Roll Drive	Midlothian	VA	23114	(804) 379-8737
Dana McDaniel & Associates, LLC	108 Cedarcrest Drive	Waynesboro	VA	22980	(540) 416-0009
Tiffany & Travis Falls	463 Kildare	Front Royal	VA	22630	(540) 692-6428
Joyce Gabriel	604 N York Rd	Sterling	VA	20164	(703) 850-9159
NOD LLC	1643B N Van Dorn St	Alexandria	VA	22304	(443) 607-8694
Cory Shackelton and Shellee Morris	2217 Newbern Lane	Virginia Beach	VA	23451	(757) 386-4680
Sandy Bottom Travel LLC	901 Glenda Cres	Chesapeake	VA	23322	(757) 746-4391
Hanna Travel & Associates, LLC	525-K East Market Street # 285	Leesburg	VA	20176	(571) 358-3286
David and Kelly Bowers	9803 Solitary Pl	Bristow	VA	20136	(703) 468-2219
Patricia Ferrari	11706 Spyglass Road	Fredericksburg	VA	22407	(540) 736-8075
Insaf Khan	6560 Backlick Rd, Suite 214	Springfield	VA	22150	(703) 260-1811
Gina Bordeaux	106 W Randall Ave	Norfolk	VA	23503	(757) 541-2828
Stacy Evans	13211 Willow Point Dr	Fredericksburg	VA	22408	(540) 907-4811
Savvy Sailings, LLC	9494 Redbud Highway	Honaker	VA	24260	(763) 273-4288
JECO TRAVEL, LLC	177 Cameron Station Blvd.	Alexandria	VA	22304	(954) 773-9927
Cummings-Watkins & Associates LLC	5868 Mapledale Plaza Ste #204	Dale City	VA	22193	571-659-4633
Angela Bafile	10705 Spruce Street	Fairfax	VA	22030	571-302-8111

Destination: Anywhere!, LLC	8282 Old Ocean View Road	Norfolk	VA	23518	(757) 991-0365
Tomaselli Vacations LLC	214 Dartmoor Drive	Stephens City	VA	22655	540-931-0665
Erica & Clarence Grady	109 Hollister Lane	Stafford	VA	22556	(540) 788-2838
Let's Go On An Adventure, LLC	3842 Mapuche Trl	Powhatan	VA	23139	(434) 414-2886
Impressive Vacations LLC	1274 N. Great Neck RD	Virginia Beach	VA	23454	(757) 716-9968
Michelle Kotizan & Ben Kotzian	5937 Delong Mulroy Ln	King George	VA	22485	(540) 235-8785
Stephanie & Brian Kreiter, LLC	31 Jefferson Dr	Palmyra	VA	22963	(434) 589-6648
Marquis Jones	507 Roosevelt Blvd Apt. C618	Falls Church	VA	22044	(276) 221-1746
The Hawkins Group LLC	5571 Vincent Gate Ter Unit 1239	Alexandria	VA	22312	(703) 543-9680
Star City Travel, LLC	7598 Boxwood Dr	Roanoke	VA	24018	(540) 713-3068
Michael & Anitha Menezes LLC	705 N Coalter St	Staunton	VA	24401	(540) 416-0556
Nikki B. Jones & Tommie L. Jones	12300 Rock Hill Rd #3863	Chester	VA	23831	(804) 536-7065
Artie Sabando Vacations, LLC	29 Village Grove Rd.	Fredericksburg	VA	22406	(540) 684-1940
Lets Pack & Go, LLC	2705 Roanoke Avenue	Portsmouth	VA	23704	(757) 797-6555
Elite Vacations, LLC	7125 Chestnut Church Road	Mechanicsville	VA	23116	(804) 537-2527
Holbrook and Associates, LLC	43300 -116 Southern Walk Plaza #222	Broadlands	VA	20148	(703) 496-9961
Stewart Vacations, LLC	182 High Street	Plainfield	VT	5667	802-793-9720
Beverly S Mittelstadt	9 Morningside Commons	Brattleboro	VT	5301	(802) 490-2835
Robert W Holroyd	19215 SE 34th St. Suite #106-332	Camas	WA	98607	(360) 335-4699
Stephen W Murray	1420 Noble Firs Ct SE	Lacey	WA	98503	(360) 515-9283
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
Margaret Beckhoff	3914 S Street	Vancouver	WA	98663	(360) 253-8501
Annie Stimmel	8438 Island Drive S	Seattle	WA	98118	(480) 883-6236
Weldon & Louise Vittitow	1203 South 3rd Street	Renton	WA	98057	(206) 387-3412
Diane L. Irvin	17020 N Greenbluff Rd	Colbert	WA	99005	(360) 560-6780
Vacation ASAP, LLC	3912 S Regal #202	Spokane	WA	99223	(509) 720-6984

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
Ignite U Travel	7703 194th Street Court East	Spanaway	WA	98387	253-449-3339
Marvel Away Travels Inc	4843 Terrace Dr NE	Seattle	WA	98105	(206) 960-8095
Mona M Troup & Cynthia L Hallock	12015 Marine Dr. #35	Marysville	WA	98271	360-454-0462
Bluefin Travel, LLC	578 SW Shelley Lane	Oak Harbor	WA	98277	360-682-3745
Astara Travel, L.L.C.	43321 SE 176th St	North Bend	WA	98045	(425) 363-3977
Trend Industries, LLC	5115 66th Drive NE	Marysville	WA	98270	(360) 726-3663
Mondo Ventures Inc dba Mondo Travel	20328 Damson Rd	Lynnwood	WA	98036	(425) 647-8471
Katie O'Meara & Patrick Wilson	23812 47th Ave E	Graham	WA	98338	(253) 271-6173
Cherina Grace N. Johnson	18118 31st Ave NE	Arlington	WA	98223	(360) 659-2017
Set Sail Vacations LLC	W5071 Cherrywood Crt	Sherwood	WI	54169	(920) 560-4775
Travel Pros Group, llc.	4560 Hewitt's Point Road	Oconomowoc	WI	53066	(262) 567-7300
Lisa A. Gretebeck	3827 Misty Lane	Deforest	WI	53532	(608) 268-6616
Bader Enterprises, LLC	103 Terri Ln	Elroy	WI	53929	(608) 462-3054
Michele P Duquaine	2998 Hwy CC	Slinger	WI	53086	(262) 391-3937
Olson Travel Specialists, LLC	16880 W Sundown Ct	New Berlin	WI	53151	(262) 679-1216
Fawn M. Brickman	18515 Lund Lane	Eastman	WI	54626	(608) 433-9199
Theresa & Mark Klapperich	201 Fond du Lac Street	Mount Calvary	WI	53057	(920) 922-6743
The Travel Nerds, LLC	140 Simmons Ave #292	Pewaukee	WI	53072	(262) 834-8003
Triple M Travelz LLC	494 Coulee Trl	Hudson	WI	54016	715 225-2499
Willow River Travel, LLC	1104 Willow River Road North	Hudson	WI	54016	715-690-1200
Kim M. Smith & Randy A. Smith	N8841 German Street	Mayville	WI	53050	(920) 212-0121
Ken Braasch	507 Skogen Rd	Cambridge	WI	53523	(608) 516-0427
David Beach & Ianflor Madela	701 Forest View Dr.	Verona	WI	53593	(608) 497-0850
Joanie L. & James D.Oliverio	203 Pike Street	Shinnston	WV	26431	304-844-9599
Jennifer & Arnold Maynard III	840 Blake Hollow Rd	Mount Hope	WV	25880	(304) 877-9140
Susan Daniels	1290 Forman Dr	Morgantown	WV	26508	(304) 212-4715
Cynthia C. Sweeney & Michael N. Sweeney	802 Saint Andrews Dr	Morgantown	WV	26508	(304) 241-5178

GS Enterprises, LLC	904 South Walnut St.	Saint Albans	WV	25177	(304) 807-7616
Karen & William Pacheco LLC	9131 James Cole Ct	Cheyenne	WY	82009	(307) 772-1224
Sean D. Casey & Judy Samuelson	80 Magnolia Street	Casper	WY	82604	307-259-2775

New Franchisees with Outlets Not Yet Opened as of December 31, 2019

Legal Name	Street	City	State	Zip Cpde	Business Phone
Mr. Peter Young	20907 Arnie Avenue	Toorance	CA	90503	424-634-0300
Ms. Tabitha Grant	123 Sellar	Irvine	CA	92618	562-668-2256
Mr. Frank Ryba	5233 Pebble Beach Blvd	Winter Haven	FL	33884	863-3318-8640
Ms. Kellie Espinoza	701 Market Street, Suite 111 PMB 1727	Saint Augustine	FL	32095	904-907-0565
Ms. Katina Smith-Bryant	237 Ermines Way	McDonough	GA	30253	404-247-4204
Ms. Liteia Jones	9401 Groveton Circle, Spt. 413	Owing Mille	MD	21117	667-770-2638
Ms. Leala Boyd	100 Cattle Drive	Sanford	NC	27332	910-391-1723
Ms. Linda Tilton	26514 Daniels Point Drive	Unionville	VA	22567	540-273-4054
Mr. Mike Smith	11205 111th Street Soutwest	Tacoma	WA	98498	253-226-4850

Exhibit F
to the Franchise Disclosure Document

FRANCHISEE OUTLETS TERMINATED, NOT-RENEWED, ETC.

The following is a list of all franchisees whose franchise agreements were terminated, ceased operating or failed to renew during 2019:

Legal Name	Street	City	State	Zip	Business Phone
Alaskan Dream Vacations	3560 N Banner Way	Wasilla	AK	99654	(907) 203-1559
Sultana Enterprises LLC	1429 Saint Gotthard Ave	Anchorage	AK	99508	(907) 406-5715
Charles Chamblee	7860 Schillinger Park Road North	Mobile	AL	36608	(251) 633-6707
Gale L. Moran	3301 S Goldfield Rd #3045	Apache Junction	AZ	85119	(480) 961-8185
Thomas L. Sloat II	3555 North Prescott East Hwy	Prescott Valley	AZ	86314	(928) 328-1700
Sherri Pimentel & Charles Glover	8460 E. Greg Court	Prescott Valley	AZ	86314	(318) 716-1482
Irma Campuzano	10471 S Keegan Ave	Vail	AZ	85641	(520) 303-7507
Tiffany D. Stewart	300 East Esplande Drive Suite 900	Oxnard	CA	93036	805-874-1666
Cathleen Zvetina	324 Gravilla St	La Jolla	CA	92037	(858) 568-2003
Al & Sonnie Chlapowski	7936 Whelan Dr	San Diego	CA	92119	(619) 957-8077
Laura A. Martinez	7730 Redondo Street	Ventura	CA	93004	(805) 918-7039
Steven Gill & Chad Hochholzer	157 N Sultana Ave	Ontario	CA	91764	626-548-BOAT (2628)
Avinash Bajaj	2 Bayberry Way	Irvine	CA	92612	(949) 743-4722
Alfonso Berthier	3022 Masters Place	San Diego	CA	92123	858-384-2280
Udaya Padmanabhuni & Manohar Bijor	35959 Cabrillo Drive	Fremont	CA	94536	(808) 465-4329
Brian Patrick Weiss	13701 Marina Pointe Drive	Marina Del Rey	CA	90292	(310) 954-1340
Rosemarie Nieto	2668 Tapo St.	Simi Valley	CA	93063	(818) 620-6809
FIB Business Management Services	409 E Church St Ste B	Santa Maria	CA	93454	(805) 862-4841
Perfect Travel Pros LLC	3105 Twin Oaks Valley Rd #106	San Marcos	CA	92078	(619) 457-3336
Ismael Santiago Gutierrez	1477 Ridgeline Court	San Diego	CA	92154	787-736-2797

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Melania Silva	835 Centennial Drive	Vista	CA	92081	(760) 672-8086
Ida G. Tatone	17308 Crest Heights	Santa Clarita	CA	91387	661-444-8112
Kristie A. Morrison	21606 Devonshire St. #5172	Chatsworth	CA	91311	(818) 927-2288
B&B Longcrier, LLC	23 South Garo Ave	Colorado Springs	CO	80910	(719) 822-4504
Shirley Cicero & Joseph Cicero	285 Guardian Peak Drive	Livermore	CO	80536	970-221-0845
12612 King Point, LLC	13025 Ash Street	Thornton	CO	80241	727-859-7591
Ian Imamura	8207 S Forest Ct	Centennial	CO	80122	719-252-4047
Emory & Yvette Ramey	6139 Miramont St	Colarado Springs	CO	80923	(719) 352-9893
Goldman Association Management, Inc.	18213 30th St	Lutz	FL	33559	(813) 444-1011
Rowena Weese-Sutton	12285 92nd st	Largo	FL	33773	(727) 415-3674
Mary Ann Buchanan	2565 86th Court	Vero Beach	FL	32966-5018	(772) 567-8766
Greenbay International Inc.	442 Lakeside Circle	Sunrise	FL	33326	(954) 676-4173
Angie Tilden	6894 Nelson Street	Navarre	FL	32566	(973) 696-3698
Eric & April Redd	20217 Heritage Point Dr	Tampa	FL	33647	(931) 388-3347
Fischer & Co, Inc.	5500 N. Military Trail #368	Boca Raton	FL	33496	561-465-5353
Reservec, Inc	9814 Memorial Hwy	Tampa	FL	33615	(813) 406-0591
Patricia K. & Chester B. Estridge	3306 23rd St SW	Lehigh Acres	FL	33976	239-368-5901
Joshua Stern and Lori Sabra	300 E Club Cir 208	Boca Raton	FL	33487	561-334-0005
Travel Obsessions, LLC	110 SW Peacock Blvd Unit 6-102	Port Saint Lucie	FL	34986	(772) 777-2700
The Lange Group, LLC	7468 Oakcrest Lane	Vero Beach	FL	32966	772-600-5269
Service Partners Travel, LLC	4148 Arlington Ridge Blvd	Leesburg	FL	34748	(352) 315-0944
MCS Group, LLC	16424 Windsor Way	Alva	FL	33920	(239) 415-7474
GM Capital Group, Inc.	2105 E Parkton Drive	Deltona	FL	32725	(386) 259-3827
Vision Quest Travel, LLC	35412 Meadow	Zephyrhills	FL	33541	(813) 815-9470

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	Reach Drive				
Michele Lopresto	8629 leeland archer blvd	Orlando	FL	32836	(407) 756-0353
Harold Soles	13700 Sutton Park Dr Apt 811	Jacksonville	FL	32224	(865) 387-8894
Jeffery Miller	36 Temple Ave SW	Fort Walton Beach	FL	32548	(850) 792-2200
The Wofford Group LLC	4630 S. Kirkman Road # 168	Orlando	FL	32811	(407) 247-8125
Boundless Vacations, Inc	310 Coral Drive SW	Fort Walton Beach	FL	32548	(518) 650-1656
Ron Bell	8721 Piazza del Lago Cir. Unit 103	Estero	FL	33928	(239) 301-3770
Randy F. Martinez	1028 Gould Place	Oviedo	FL	32765	407 731-5565
Susan & Clinton Collins	2881 E Newhaven St	Inverness	FL	34453	(352) 419-4310
Scott C. Williamson	5641 29th Ave N	Saint Petersburg	FL	33710	727-800-5163
ERS Enterprises of South Florida Inc.	23110 State Rd 54 #335	Lutz	FL	33549	813-995-0937
Cruising For Life, LLC	21515 Southern Charm Drive	Land O Lakes	FL	34637	(813) 996-3815
Quanda Sessions	1602 Crossings Drive	Lithia Springs	GA	30122	(678) 275-5336
Kevin Ott	109 Madeira Dr.	Brunswick	GA	31523	(912) 223-0655
Robert N. Bridges	826 Middlebrooke Bend	Canton	GA	30115	(470) 737-1344
Desiree Maynard	1756 Harmony Hills CT	Lithonia	GA	30058	678-922-8200
P&L Travel LLC	619 Landing Way	Loganville	GA	30052	(770) 599-7013
Ngoc Tran	1808 Mulberry Dr.	Montgomery	IL	60538	331-333-5002
Great-Adventure Travel LLC	7702 Walnut Creek Drive	Florence	KY	41042	(859) 400-0064
Legacy Travel & Vacations, LLC	175 Stone Crest Ave	Bowling Green	KY	42101	(270) 904-5785
Barbara Carson & Suzanne Nobles	315 Michigan Ave	Slidell	LA	70458	(985) 265-4759
Lisa Marie Cogliano & Laura Anne Cuthbert	43 Digby Avenue	Brockton	MA	2301	(774) 330-8919
Agatha Wise	249 Sharptown	Laurel	MD	20724	(240) 593-0175

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	South				
Margaret Cooper Nygaard	3334 Yorkshire Ct	Adamstown	MD	21710	(240) 6cr-uise
Jamar K. Moore & Demarest Crawl	1808 61st Ave	Cheverly	MD	20785	(301) 772-1970
Ronald P. Weber, II	4151 Elk Creek Dr	Salisbury	MD	21804	(410) 677-4802
Ilene and Dave Blank & Associates, LLC	11104 Douglas Ave	Marriottsville	MD	21104	(410) 992-7447
James A. Smith & Cathy Smith	3575 Pearl Ave.	Monroe	MI	48162	(734) 384-3033
Joseph Neely	4135 Davall Dr	Olive Branch	MS	38654	(662) 892-3601
Nicole Stallworth-Roper	41 Birch Street	Jersey City	NJ	7305	(201) 484-0046
Lola Altidor	3 Skiles Avenue Suite 402	Piscataway	NJ	8854	(732) 607-8180
Daniel Etter	10630 Shiny Skies Dr	Las Vegas	NV	89129	(702) 722-3173
Jennifer Gonzalez	5116 Golden Antelope Way	Las Vegas	NV	89139	702-333-0703
Monte & Associates LLC	6255 W. Arby Ave. #257	Las Vegas	NV	89118	(702) 707-3393
Margarita Muniz	2 Balfour Drive	Wappingers Falls	NY	12590	(845) 632-0410
Royal York Travel, LLC	16 Juniper Lane	Woodstock	NY	12498	(760) 880-9313
Stacy A. Von Elm	1299 Corporate Dr. Unit 907	Westbury	NY	11590	(516) 366-5885
Christopher J. Hanna-Dorsey	150-77 116th Drive	Jamaica	NY	11434	(718) 819-9181
Glenn Read & Aric Bryant	13 2nd Street	Albany	NY	12210	518-308-8340
Tamekia Ann Cain	1371 Trade Winds Dr #202	Columbus	OH	43204	(216) 253-6836
Lindy L. Huff & Cynthia L. Rubosky	958 Kirwan Dr	Youngstown	OH	44515	(740) 350-8098
Kevin Waddill	735 S. Littler Ave.	Edmond	OK	73034	575-770-2287
Anick Guillaume Gornish	41 HUTTON LANE	GARNET VALLEY	PA	19060	(646) 641-1875
Moments & Memories Travel LLC	320 Lynne Dr	Mt. Wolf	PA	17347	(301) 788-5838
Thomas F. Margiotti	316 Manor Road	Lafayette Hill	PA	19444	(610) 940-4742
LNP Vacations LLC	617 TWISTED OAK LANE	Effort	PA	18330-8091	(570) 213-9120

Crystal Barnett	2340 Catharine St.	Philadelphia	PA	19146	(267) 475-7750
Peabody Travel Group LLC	1135 Brintons Bridge Rd	West Chester	PA	19382	(856)376-3696
Cheryl & Bob Whipple	915 Harmony Hill	Lebanon	PA	17046	(717) 639-3551
Michael, Kristen & Delaney Brown	2080 Linglestown Road	Harrisburg	PA	17110	(717) 635-2929
RIGHT CHOICE VACATIONS, LLC	75 Marion Avenue	Pascoag	RI	2859	(401) 441-5988
Jill Stein	6 Duck Lane	Isle of Palms	SC	29451	(843) 810-6080
Joe D Mesimer & Ingrid G Graves	143 E Pleasant Colony Drive	Aiken	SC	29803	(803) 649-4108
Quentin Lott	3102 Trotters Run Ct	Aiken	SC	29803	(803) 357-9310
Eric M. Parter	7 Duffie Court	Columbia	SC	29229	(803) 818-2378
William Criss	1876 Vinton Ave.	Memphis	TN	38104	(901) 725-7799
Newell W. Tibbetts and June G. Tibbetts	4908 Crawford Dr	The Colony	TX	75056	972-987-5151
Fedgesoft LLC	13401 Legendary Dr Apt #2302	Austin	TX	78727	(512) 351-9860
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
Sarah A Thomas & Jackie L. Thomas	2678 Red Bud Way	New Braunfels	TX	78132	(830) 632-2700
Kevin Lee Moon & Cinnamon Ann Moon	2487 Big Sky Trail	Ponder	TX	76259	(940) 479-0062
K.D. Cunningham Group LLC	10502 Royal Estate	San Antonio	TX	78245	(210) 757-3634
Gallaghers Getaways, LLC	10018 Galileo Ln	Rosharon	TX	77583	979-218-7797
Sea To Shining Sea Tours, LLC	631 W. Ligustrum Blvd.	Robstown	TX	78380	(845) 926-7366
Sharla Belcher & Steven Belcher	6312 Brynwyck Lane	North Richland Hills	TX	76182	(817) 576-8105
Exquisite Xscape Vacations, LLC	4823 Enchanted Springs Dr.	Rosharon	TX	77583	281-709-4422
Stephanie Khamou	2929 Allen Parkway Ste. 200	Houston	TX	77019	832-830-1012
Our Travel Rates, LLC	3907 Tavenor Ln	Houston	TX	77047	713-878-4767
Nicole M. Petit & Phillip	330 Lake Park Road	Lewisville	TX	75057	972-893-1999

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R. Petit	Suite 110				
Robert Grainery	2600 E. Southlake Blvd. Suite #120-199	Southlake	TX	76092	(214) 530-2332
Pennie K McKenery	900 County Road 320	Bertram	TX	78605	512-265-3434
Maria Luisa Campbell	13811 Overbrook	Houston	TX	77077	(281)407-4189
Leonard & Jobelyn Dumo	Laura Elizabeth Trail	Mansfield	TX	76063	(682) 222-0509
Melissa Pittman	1150 Wake Forest Drive	Lewisville	TX	75077	972 219-4626
Felix & JoAnn Rucker	6948 Fox Brush Trail	Moseley	VA	23120	(804) 608-5190
Zulma Torres	6850 Richmond Hwy Apt 542	Alexandria	VA	22306	571-255-8799
Top Quality Service, Inc	21 Hannah Circle, Suite 101	Waynesboro	VA	22980	(540) 942-8791
Global Initiatives Inc	8230 Old Courthouse Rd Suite 210	Vienna	VA	22182	(301) 807-7649
Roxane Hudson	3077 Proffit Rd	Charlottesville	VA	22911	(434) 277-0028
Ellen Seaton & Ruthann Seaton	1258 Hillock Crossing	Virginia Beach	VA	23455	(757) 938-5056
Rich & Maria E. Phiboonphanuvat	5810 Kingstowne Center Dr Suite 120-154	Alexandria	VA	22315-5711	(703) 717-5655
Melissa Badami	9 Westbrook Lane	Stafford	VA	22554	(540) 277-3136
Ingrid & Craig Markham	12162 Prescott Pl NW	Silverdale	WA	98383	360-633-2248
Marinela M. Kraemer	410 Main Street	Warrens	WI	54666	(504) 398-4318
Glenn Shishido	363 W Lagoon Lane Ste. 1701	Oak Creek	WI	53154	(414) 376-0070
Debra J Roberts	10152 W Whitnall Edge Dr Unit B	Franklin	WI	53132-2833	(414) 427-4860

[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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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, transfer, or non-renewal of a franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, the law, as amended from time to time, will control.
   B. Post Termination Non-Competition Covenants:
      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,

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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).

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:_____

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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.

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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 or other applicable Illinois law.

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

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

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

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ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT

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

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

2. The conditions under which the Franchised Business may be terminated and the Franchisee's rights upon non-renewal are governed by Illinois Compiled Statutes 1992, Chapter 815, Section 705/19 through 705/20.

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

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

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

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

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

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CRUISEONE, INC.
INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT

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

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

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

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

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

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

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

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

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

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.

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

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CRUISEONE, INC.
NORTH DAKOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

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

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

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

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

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

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

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

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

CRUISEONE, INC.
NORTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

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

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

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

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

3. The following sentence is added to the end of Sections 12.7 and 13:

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

4. The following sentence is added to the end of Sections 15, 18.9, and 18.11:

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

5. The following sentence is added to the end of Section 18.10:

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

6. The following sentence is added to the end of Section 10.2:

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

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

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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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CRUISEONE, INC.
RHODE ISLAND ADDENDUM TO THE FRANCHISE AGREEMENT

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

1. Pursuant to the Rhode Island Franchise Investment Act, the choice of jurisdiction and venue provisions of this Franchise Agreement shall be governed by Section 19-28.1-14 of the Act.

2. Pursuant to Section 19-28.1-15 of the Act, any condition, stipulation or provision in this Franchise Agreement requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgment, provision, disclaimer or integration clause or a provision having a similar effect in the Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.

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

CRUISEONE, INC.	**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.

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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.
WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a

franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this_____day of_____20_____.

FRANCHISOR	FRANCHISEE

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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.

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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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Schedule 2 to the Franchise Disclosure Document

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	Pending
Florida	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Kentucky	Effective (one-time filing)
Maryland	Pending
Michigan	Effective
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

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

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Schedule 3 to the Franchise Disclosure Document

RECEIPT PAGES

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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 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 15, 2020

I received a disclosure document dated April 15, 2020, that included the following Exhibits:

A - Franchise Agreement
B - Table of Contents-Operations Standards Manual
C - Financial Statements
D - State Administrators/Agents for Service of Process
E - List of Current Franchisee Outlets and Franchisees Signed but Not Operational as of FYE
F - List of Franchisee Outlets Terminated, Not-Renewed, Etc.
G - Franchisee Questionnaire Schedule
1 – State Specific Disclosures
2 – State Effective Dates
3 – Receipt Pages

Date:_____ Your name (please print):_____

Your signature:_____

You should return one copy of the signed receipt either by signing, dating, and 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.

© 2020 CruiseOne, Inc.

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