

## FRANCHISE DISCLOSURE DOCUMENT



CP Franchising, LLC  
a Delaware limited liability company  
3300 University Drive  
Coral Springs, Florida 33065  
(954) 344-8060  
Email address: [franchising@cruiseplanners.com](mailto:franchising@cruiseplanners.com)  
[www.cruiseplanners.com](http://www.cruiseplanners.com)

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

The total investment necessary to begin operations of a **CRUISE PLANNERS**® Business ranges from \$2,095 to \$22,490. These totals include an amount ranging from \$495 to \$11,190 that must be paid to us or our affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Franchise Development at CP Franchising, LLC, 3300 University Drive, Coral Springs, Florida 33065, (954) 344-8060, [info@cruiseplannersfranchise.com](mailto:info@cruiseplannersfranchise.com).

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

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

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

Issuance Date: March 21, 2012, as amended January 2, 2013

## STATE COVER PAGE

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

Call the state franchise administrator listed on Exhibit "F" for information about the franchisor or about franchising in your state.

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

Please consider the following RISK FACTORS before you buy this franchise:

- 1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN FLORIDA. OUT OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.**
- 2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
- 3. YOUR FAILURE TO MAINTAIN SALES QUOTAS IS A DEFAULT UNDER THE FRANCHISE AGREEMENT AND IS GROUNDS FOR TERMINATION OF THE FRANCHISE.**
- 4. THE FRANCHISOR WILL NOT GRANT AN EXCLUSIVE TERRITORY TO THE FRANCHISEE.**
- 5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A FRANCHISE BROKER or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise. See Items 5 and 11 for referral bonuses paid to franchisees who refer us prospects.

Effective Date: See the Next Page for State Effective Dates:

(SEE EXHIBIT "E" FOR STATE SPECIFIC RIDERS AND ADDENDA AND  
SEE EXHIBIT "F" FOR AGENTS FOR SERVICE OF PROCESS)

## STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

<b>STATE</b>	<b>EFFECTIVE DATE</b>
California	April 30, 2012, amended as of January 22, 2013
Hawaii	April 5, 2012, amended as of January 22, 2013
Illinois	March 27, 2012, amended as of January 14, 2013
Indiana	September 2, 2012
Maryland	
Michigan	September 6, 2012
Minnesota	August 13, 2012, amended as of January 17, 2013
New York	March 22, 2011, amended as of January 30, 2013
North Dakota	June 29, 2012, amended as of
Rhode Island	April 27, 2012, amended as of January 18, 2013
Virginia	July 7, 2012, amended as of
Washington	April 5, 2012, amended as of January 14, 2013
Wisconsin	March 28, 2012, amended as of

**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.**

1. 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.

2. 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.

3. 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.

4. 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.

5. A provision requiring that arbitration or litigation is 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.

6. 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:

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

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

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

(d) 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.

7. 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).

8. 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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 directed to:

State of Michigan  
Department of Attorney General  
CONSUMER PROTECTION DIVISION  
Attention: Franchise  
G. Mennen Williams Building  
525 W. Ottawa Street, 7<sup>th</sup> Floor  
Lansing, Michigan 48909  
Telephone Number: (517) 373-7117

**CRUISE PLANNERS®**  
**FRANCHISE DISCLOSURE DOCUMENT**

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

**The Franchisor and Any Parent, Predecessors and Affiliates**

The Franchisor, CP Franchising, LLC, is referred to in this Disclosure Document as “we,” “us,” or “our” as the context requires. We refer to the person interested in buying a franchise as “you” and “your” as the context requires. “You” and “your” also includes any corporation, limited liability company, partnership or other entity (a “**Business Entity**”) formed to be the franchisee. If an entity signs the franchise agreement with us, the term “you” also means all of the owners of that entity (shareholders, members, partners) because all the owners must guaranty all obligations to us and agree to be jointly and severally bound by the franchise agreement.

We are a limited liability company formed under Delaware law on July 25, 2005. Our principal business address is 3300 University Drive, Coral Springs, Florida 33065. Our agent or agents to receive service of process are set out on Exhibit “F.”

The following companies were previously our predecessors and affiliates, but as of January 1, 2013, these companies make up our parent company. As our parent company, neither of these entities will guarantee our performance under the Franchise Agreement, and neither of these entities is an approved supplier of any item for our franchisees.

(a) MLM Franchising Inc., a Florida corporation, was formed on December 28, 1998 as CP Franchising, Inc. and changed its name to MLM Franchising Inc. on August 8, 2005 (“**MLM Franchising**”). MLM is an acronym formed from the initials of the first names of Cruise Planners’ founding partners- Michelle, Lynn and Marvin. On July 29, 2005, we acquired substantially all of the assets of MLM Franchising. Since we are a Delaware limited liability company and MLM Franchising is a Florida corporation, there was a brief period when the 2 company names overlapped and were virtually identical until MLM Franchising changed its name on August 8, 2005. The acquisition was made for the purpose of acquiring, developing and operating the franchised network of Cruise Planners travel agencies. In conjunction with the acquisition the majority shareholders of MLM Franchising contributed the assets of that entity to us and retained an ownership interest in us. MLM Franchising’s principal business address is the same as ours. MLM Franchising does not conduct a **CRUISE PLANNERS®** business. MLM Franchising offered and sold **CRUISE PLANNERS®** franchises from January, 1999 until July 29, 2005. MLM Franchising no longer offers franchises in this or any other line of business. On January 1, 2013, three of our principals purchased all of the issued and outstanding shares of MLM Franchising. MLM Franchising, together with MLM, then purchased all of the ownership interests in us previously held by PBC Franchising Blocking, LLC and PBC Franchising Holdings, LLC, both of which are located at 505 South Flagler Drive, Suite 1400, West Palm Beach, Florida 33401.

(b) MLM Planners, Inc. is a Florida corporation (“**MLM**”), formed November 17, 1994 as Cruise Planners, Inc. MLM is an acronym formed from the initials of the first names of Cruise Planners’ founding partners- Michelle, Lynn and Marvin. On July 29, 2005, we acquired substantially all of the assets of Cruise Planners, Inc. and changed its name to MLM Planners, Inc. on August 8, 2005. The acquisition was made for the purpose of acquiring, developing and operating a travel agency. In conjunction with the acquisition, the majority shareholders of MLM contributed the assets of that entity to us and retained an ownership interest in us. MLM’s principal business address is the same as ours. MLM has conducted a business of the type to be conducted by you since its inception. MLM organized a network of **CRUISE PLANNERS®** representatives, which it still operates, beginning December, 1994. These representatives have all converted to **CRUISE PLANNERS®** franchises. MLM will continue to operate one **CRUISE**

*PLANNERS*® business for the purpose of market research and development for the indirect benefit of the *CRUISE PLANNERS*® system. MLM has never offered franchises in this or any other line of business. On January 1, 2013, three of our principals purchased all of the issued and outstanding shares of MLM. MLM, together with MLM Franchising, then purchased all of the ownership interests in us previously held by PBC Franchising Blocking, LLC and PBC Franchising Holdings, LLC, both of which are located at 505 South Flagler Drive, Suite 1400, West Palm Beach, Florida 33401.

### **CRUISE PLANNERS® System**

We sell franchises for the operation of *CRUISE PLANNERS*® Businesses. *CRUISE PLANNERS*® Businesses are individually owned and operated travel agent businesses, conducted according to our current franchise agreement (the “**Franchise Agreement**”), a copy of which is attached to this Disclosure Document as Exhibit “A.” You will not receive an exclusive territory from which to operate your franchise. We manage the *CRUISE PLANNERS*® network of franchisees. We do not engage in any other business activity, except as stated above. We do not operate *CRUISE PLANNERS*® franchises.

### **Competition**

There is a lot of competition in this business. Local independent businesses compete with our franchisees as will local, regional, national and international chains. The services our franchisees sell are well recognized by consumers and widely available from other sources. The market for our franchisee’s services is well developed. Our services are sold to individuals, as well as to businesses in the form of corporate group bookings. Selling is not seasonal because cruise lines operate all year in various parts of the world. Selling is seasonal for certain destinations that have seasons; warmer seasons are busier.

### **Regulations**

Other than laws, rules and regulations that govern businesses generally, and other than laws that regulate travel agency licensing (local and state), we are not aware of any specific regulations governing the sale of travel services. In some states, you may be required to comply with so-called “Seller of Travel” laws which may require you to register or become licensed under that state’s laws.

## **ITEM 2. BUSINESS EXPERIENCE**

### **Manager and Chief Executive Officer: Michelle Fee**

Michelle Fee became our Chief Executive Officer on December 2006. She has been one of our Managers since July 29, 2005 and was our Chief Operating Officer from July 29, 2005 to December 2006. Ms. Fee has been President and CEO of MLM since January 2013, was Vice President and Director of MLM from November 1994 to January 2013, and was Chief Operating Officer of MLM from January 2002 to January 2013. She has been MLM Franchising’s President and CEO since January 2013, was Vice President and Director from December 1998 to January 2013 and was Chief Operating Officer from January 2002 to January 2013.

### **Chief Financial Officer: Tom Kruszewski**

Tom Kruszewski joined us in April 2008 as our Chief Financial Officer. Prior to that (from December 1988 through April 2008), he was the Chief Financial Officer for an international group of companies located throughout North America, Europe and Asia; Mr. Kruszewski was based in Miami, Florida. During part of this time, through 1998, he also served as their Vice President of Operations.



These companies included Rally Manufacturing, Inc., Intec, Inc. and i-Tec Electronics, Inc. Among other things they manufactured and distributed automotive accessories, video game accessories, skin care products, consumer electronics accessories, DVDs, etc. to major retailers around the world. Since 1984, Mr. Kruszewski has been a Certified Public Accountant. Since January 2013, Mr. Kruszewski has been Chief Financial Officer and Treasurer for both MLM and MLM Franchising.

**Chief Operating Officer: Vicky Garcia**

Vicky Garcia has been with us since January 2004, at first serving as Director of the Group Department, and as of January 2013 she has been our Chief Operating Officer. Since January 2013, Ms. Garcia has been Vice President and Secretary for both MLM and MLM Franchising.

**Vice President, Information Technology: Brian Shultz**

Brian Shultz joined us in October 2009 as the Senior Director of Information Technology. In October 2011, he became the Vice President of Information Technology. Prior to his employment at Cruise Planners Mr. Shultz served as Director of Operations of MVISolutions, where he was employed from September 2001 to September 2009.

**Director of Strategic Partnerships: Diana Riel**

Diana Riel joined us in January 2011 as Director of Strategic Partnership. Before joining Cruise Planners, Diana worked for Costa Cruises located in Hollywood, Florida, a European cruise brand within the Carnival Corp. organization between 2000 and 2011.

**Director of Training & Program Development: Cathy Kusuma**

Cathy Kusuma joined us in September 2010 as the Director of Training & Program Development. Prior to this time, Ms. Kusuma worked as the Director of Operations for The PPI Group, Inc. in Fort Lauderdale, Florida from August 2003 until September 2010, overseeing the port shopping programs for more than 14 different cruise lines, which included developing and implementing all aspects of staffing and training.

**Director, Franchise Development: Dan Hicks**

Dan Hicks joined us as our Director, Franchise Development in June 2010. From 2008 to 2009 Mr. Hicks was Executive Vice President of Franchise Sales for Diversified Health & Fitness serving out of Fort Lauderdale, Florida. From 2005 to 2008 Mr. Hicks was an independent franchise sales developer for Slim and Tone Fitness Studio's, Tossed Franchise Corporation, serving out of Fort Lauderdale, Florida, and Vice President of Business Development for Nutri-System, Inc. serving out of Fort Lauderdale, Florida.

**Franchise Development Specialist: Donald Luria**

Donald Luria has been one of our Franchise Development Specialists since September 2008. Before that, he was our Director of Franchise Sales, a position he held since July 2007. From January 2007 through June 2007, Mr. Luria was President of Luria Enterprises, Inc. in Coconut Creek, Florida, a company providing specially designed programs to help franchisors improve franchise sales effectiveness and improve franchisee relationships.

**Franchise Development Specialist: Laura Martin**

Laura Martin has been one of our Franchise Development Specialists since July 2008. Prior to joining us, she was a Charter Sales Manager for the Institute of Shipboard Education from February 2007 to November 2007 in Charlottesville, Virginia. From June 2004 through December 2006, Ms. Martin was the Director of Sales and Marketing with Atlantis Adventures in Fort Lauderdale, Florida.

**Franchise Development Specialist: Diane Dory-Chiafair**

Diane Dory-Chiafair is one of our Franchise Development Specialists, a position she has held since August 2007. Before that she was Vice President of Franchise Development from December 2006 through August 2007. Ms. Chiafair was also our Director of Franchise Sales from July 2005 through December 2006. Ms. Chiafair was MLM Franchising's Director of Franchise Sales from June 2000 to July 2005.

**Franchise Development Specialist: Daniel J. Chiafair**

Daniel J. Chiafair has been one of our Franchise Development Specialists since July 2005. He was MLM Franchising's Regional Director of Franchise Sales from July 1999 to July 2005.

**ITEM 3.  
LITIGATION**

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

Other than this action, no litigation is required to be disclosed in this Item.

**ITEM 4.  
BANKRUPTCY**

In Re: Vicky Garcia, Case No.: 00-22370-BKS-RBR United States Bankruptcy Court for the Southern District of Florida (Fort Lauderdale) under Chapter 13 of the U.S. Bankruptcy Code. Our Senior Vice President of Sales and Marketing, Ms. Garcia, filed a bankruptcy petition under Chapter 13 of the U.S. Bankruptcy Code on April 18, 2000, in the United States Bankruptcy Court for the Southern District of Florida (Fort Lauderdale). See Item 2. Under Chapter 13, Ms. Garcia sought to reorganize her finances to pay off her debts. On October 30, 2000, the Bankruptcy Court confirmed her amended Chapter 13 plan. On August 15, 2003, the Bankruptcy Court recognized Ms. Garcia's completion of her plan and discharged her from the bankruptcy proceedings.

Other than the proceeding described above, no bankruptcy is required to be disclosed in this Item.

**ITEM 5.  
INITIAL FEES**

**Initial Franchise Fee**

You (and all other franchisees who sign the Franchise Agreement presented in this Franchise Disclosure Document) will, upon signing the Franchise Agreement, pay us a one-time, nonrefundable franchise fee in a lump sum. All franchise fees are fully earned by us when you sign the Franchise Agreement. You must satisfactorily complete our initial training program. If you have not yet attended the initial training and/or started business, we may refund, at our discretion, up to 35% of the initial franchise fee if you want to terminate your franchise agreement and sign our standard form of general release. The amount of the initial franchise fee varies depending upon our assessment of your experience and the amount of commissions you have earned (based on information acceptable to us provided directly by the cruise lines and such other information as we deem relevant). We determine your experience level in our sole discretion.

<b>Initial Franchise Fee</b>	<b>Category</b>	<b>Definition of Category</b>
\$9,995	Inexperienced Travel Agent	No previous travel agent experience.
\$3,200	Minor Experienced Travel Agent	Holder of an International Air and Travel Agent Network card (“IATAN”) or a Cruise Line International Association certificate (“CLIA”) or travel sales experience we deem satisfactory and appropriate for intermediate experience coupled with at least \$5,000 in earned commissions for last calendar year or other sales or other experience we feel suitable for an intermediate experienced agent.
\$495	Major Experienced Travel Agent	Holder of an IATAN or a CLIA card and travel sales experience we deem satisfactory and appropriate for a high level of experience coupled with \$100,000 or more of travel sales during the previous 12 months or at least \$5,000 in earned commission for the last calendar year or other sales or other experience we feel suitable for a high level experienced agent.

The initial franchise fee is uniform in all cases for each category of franchisee, except for Major Experienced Travel Agents, and you must attend our initial training. From time to time we may offer rebates or reductions in the initial franchise fee based on minimum performance or other appropriate criteria.

We reserve the right to vary the amount of the initial franchise fee and other initial payments depending upon the qualifications, experience level and other resources available to the Franchisee. This includes the initial franchise fee as well as training fees. During 2011, the initial franchise fees paid us ranged from \$0 to \$9,995.

We currently participate in the IFA's VetFran program. We offer a \$1,000 discount off the initial franchise fee for Inexperienced Travel Agents who are qualified U.S. military veterans.

We may finance a portion of the initial franchise fee for Inexperienced Travel Agents qualified applicants. Qualified applicants must pay \$5,000 towards the initial franchise fee, pay a \$200 non-

refundable application and processing fee and, if approved, sign a promissory note for the balance upon execution of the agreement. See Item 10.

You must purchase your errors and omissions insurance (“**E&O Insurance**”) through us at current premium rate (presently \$150 per person per year). E&O Insurance covers you from liability to customers for mistakes you might make when booking travel for them. Your first annual E&O Insurance premium is part of your initial franchise fee. It is nonrefundable.

Each person in your franchise needs to purchase E&O insurance through us. Each person in your franchise must have a separate login and password for website access. Each person in your franchise will be assessed an annual technology fee to offset a portion of our investment in technology. This fee is currently \$60 per person per year, and it is non-refundable. We will waive this technology fee for one person in your franchise per year.

If a Major Experienced Travel Agent does not meet \$100,000 in cruise sales during his or her first year, we can terminate the Franchise Agreement.

**Training Fee**

We do not charge you a separate training fee for your initial training if you are an Inexperienced or Minor Experienced Travel Agent. If you are a Major Experienced Travel Agent, we charge for your initial training (currently \$995 per person). It is nonrefundable.

We also charge for the initial training of your associates (currently \$995 per person). All charges assume double room occupancy for hotel rooms. These training fees are nonrefundable.

**Referral Bonus**

We pay a referral cash bonus (currently ranging from \$300 to \$750) to franchisees who refer us prospects who then buy franchises from us and pay our initial franchise fees. The referral must be in writing and not previously known or solicited by us. See Item 11.

**ITEM 6.  
OTHER FEES**

<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty <sup>2</sup>	0% - 3% of Gross Commissionable Revenues <sup>3</sup> depending on the commissionable rates paid by the travel supplier <sup>4</sup>	1st and 15th day of each month. <sup>3</sup> We net the royalty fee and other amounts due us from the commissions we receive from Travel Suppliers and remit you the balance. <sup>3</sup>	We net the royalty from your Gross Commissionable Revenues and send you the balance. <sup>3</sup> Incentive programs are sometimes available for achieving certain volume levels. <sup>4</sup>
Annual Maintenance Fee <sup>5</sup>	\$0 to \$2,000 per year <sup>4</sup> – amount varies depending on your initial franchise fee, your Gross Commissionable Revenues <sup>2</sup> and the number of years you have been a franchisee	On the anniversary of your franchise; the 3rd year annual maintenance fee is due if you renew.	Amount varies

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Annual E&O Insurance Premium <sup>6</sup>	Currently \$150 per person for you and your associates	On the anniversary of your franchise	The first year E&O Insurance premium in the amount of \$150 is part of your initial franchise fee, but is separate after that.
Franchise Transfer Fee <sup>7</sup>	\$9,995 maximum	Payable when the transfer takes place	
Returned Check Fee	\$50 per check	When you make good on the returned check which you must do within 7 days of the notice of default	
Administration Fee	Currently \$100	When we approve your relocation or change in owner's legal entity	
Associate Training Fees	Currently \$995 <sup>8</sup>	Prior to training	
Additional Seminar Fee	Currently \$195 to \$995 <sup>9</sup>	Prior to seminar date	
Indemnification	Will vary under circumstances <sup>10</sup>	As incurred	
Costs and Attorneys' Fees	Will vary under circumstances <sup>11</sup>	As incurred	
Technology Fee	\$60 per person per year	On the anniversary of your franchise; we will invoice	We will pay out of Commissions if available; prorated refund if person leaves during the year.

1. All fees are uniformly imposed by us, are payable to us and are nonrefundable. Periodically we may offer rebates or reductions to these fees based on minimum performance or other appropriate criteria.

2. **“Your Gross Revenue”** means all commissions derived from Gross Commissionable Revenues. Discounts given by you to customers will not be considered with respect to Your Gross Revenue.

3. **“Gross Commissionable Revenues** are the gross amounts quoted by cruise lines companies (or other travel companies) (**“Travel Supplier(s)”**) for cruise and/or travel packages, including, without limitation, cruises, tours, lodging, car rentals, airline tickets, vacation packages, ground transportation arrangements and travel insurance (**“Cruise and Travel Product(s)”**) purchased with or without a cruise, while operating the **CRUISE PLANNERS®** franchise in accordance with the **CRUISE PLANNERS®** system standards including, but not limited to, all amounts you receive by virtue of any travel selling activity in, at, from, arising out of or away from your principal place of business, and whether by cash, check, barter, trade-in, credit transactions or otherwise, and whether from sales, rentals, services performed or special orders and whether from wholesale, retail, export or otherwise, but excluding all federal, state or municipal sales taxes, use taxes or service taxes collected from customers and paid to the appropriate taxing authority. Refunds, adjustments, credits and allowances actually made by you in compliance with **CRUISE PLANNERS®** system standards shall be excluded from Gross Commissionable Revenues. You may not keep cash or checks paid to you. All monies collected by you must be paid by money order or certified checks payable to Cruise Planners and forwarded to us immediately following your receipt of same. Discounts given by you to customers will not be considered with respect to the term **“Your Gross Revenue.”** Any Travel Protection Insurance (insurance NOT purchased through cruise lines or other travel companies) will be included in our calculation of **“Your Gross Commissionable Revenues”** only for the purpose of calculating annual Incentive Awards and Maintenance Fees. Commissions to the agent, from the sale of insurance and incentive awards are as stated in our training materials and/or our electronic media and may vary from time to time. We will net

the Royalty Fee and any other amounts due to us and remit the remainder of the Commissions earned from your Gross Commissionable Revenues on the 1st and 15th day of each month if you have recorded the reservation on our CRM (customer relationship management) system, after the customer's departure on his or her booking, and after we receive the commission payment in full from the Travel Supplier. We will remit payments to you on the 15th day of the month for commissions meeting all 3 of these requirements (reservation recorded, booking departed and payment received) between the 1st and 14th day of the same month, and on the 1st day of the subsequent month for commissions meeting all 3 of these requirements (reservation recorded, booking departed and payment received) between the 15th and last day of the month. You will forfeit any commissions we have held for you for any 6-month period if you do not properly record the bookings onto our CRM system during that time.

4. The royalty percentage is based on the percentage of Gross Commissionable Revenues that varies depending on the commissionable rate paid by the Travel Supplier as follows: (a) for commissionable rates of 6% or more, the royalty is 3%; (b) for commissionable rates of less than 6%, the royalty is 1.5%; (c) for achieving certain sales volume levels the royalty may be reduced to 0% and (d) if you violate the franchise agreement and do not record travel using the **CRUISE PLANNERS®** CRM system, you may have to pay us a royalty fee of 10% of the Gross Commissionable Revenues for such bookings due immediately on notice from us. If you inform us of such bookings prior to our discovery of them, then we will not charge the extra 7% royalty and only the 3% or 1.5% royalty, as appropriate, will be due on the 15th day of the month following your receipt.

5. The annual maintenance fee is calculated as follows:

	If your Gross Commissionable Revenues (based on non-cumulative fiscal year revenues) are		
	Under \$75K	\$75K - \$100K	Over \$100K
Then, your annual maintenance fee is-			
First FISCAL Year, except for Major Experienced Travel Agents*	\$500	No Charge	No Charge
Second and Renewing and Subsequent FISCAL Years, except for Major Experienced Travel Agents	\$1,000	\$500	No Charge
First and Renewing and Subsequent FISCAL Years for Major Experienced Travel Agents	\$2,000	\$1,000	No Charge

\* The First Fiscal Year begins on the first day of the first month following the effective date of your original Franchise Agreement for Major Experienced Travel Agents and for others on the first day of the first month following completion of initial training (the "**Anniversary Date**"). Each Fiscal Year ends on the last day of the 12th month after its Anniversary Date. Each Fiscal Year runs for that same 12-month period thereafter.

6. We use these fees to reimburse us for the policy premiums we pay the insurer for the insurance coverage and for our administrative costs.

7. Our reasonable transfer and training fees to cover our costs associated with documenting the transfer, approving and training your transferee.

8. See Item 5.

9. \$195 is the seminar fee for franchisees who elect to re-take the training and does not include lodging (an additional \$500 for a shared hotel room). \$550 is the additional seminar fee for single

hotel supplement. \$695 is the cost per person for an additional trainee to attend the seminar with a fully paid Inexperienced Travel Agent in attendance. Otherwise, the training fee is \$995 per person. \$995 is the cost per person for the seminar for a converting Experienced Travel Agent and any owners or associates attending the training (all of the foregoing presume a shared room). Airfare is not included in any of the foregoing amounts. These amounts are subject to change upon written notice from us.

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

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

**ITEM 7.  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

<b>Type of Expenditure</b>	<b>Amount (Low - High)</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Initial Franchise Fee <sup>1</sup>	\$495 - \$9,995	Lump sum	When you sign the Franchise Agreement	Us
Application and Processing Fee for Financing <sup>2</sup>	\$0 - \$200	Lump Sum	When you apply for financing	Us
Rent – 3 Months <sup>3</sup>	\$0 - \$3,000	As agreed	As agreed	Landlord
Office Equipment, Furniture and Fixtures <sup>4</sup>	\$500 - \$2,500	As agreed	As agreed	Third Parties
Start-Up Marketing	\$500 - \$1,500	As agreed	Prior to opening	Third Parties
Professional Fees <sup>5</sup>	\$100 - \$500	As agreed	As agreed	Third Parties
Initial Training Fee <sup>6</sup>	\$0 - \$995	Lump sum	When you attend the initial training	Us
Initial Training Expenses <sup>7</sup>	\$0 - \$150	As incurred	As incurred	Third Parties
Licenses And/Permits <sup>8</sup>	\$150 - \$650	Lump sum on application	Prior to opening	Third Parties
Miscellaneous Opening Costs <sup>9</sup>	\$100 - \$500	Lump sum	As incurred	Third Parties
Additional Funds – 3 Months <sup>10, 11, 12,</sup>	\$250 - \$2,500	Terms vary	As incurred	Third Parties
<b>TOTAL<sup>13, 14</sup></b>	<b>\$2,095 - \$22,490</b>			

**Explanatory Notes:**

1. Amounts payable to us are non-refundable, except that if you have not attended the initial training, we may refund, at our discretion, up to 35% of the initial franchise fee if you want to terminate your franchise agreement and sign our standard form of general release. Amounts payable to others may be refundable based on their policies. No estimate has been made for rent and other office equipment

because most franchisees work from their homes and do not incur these costs. The initial franchise fee is \$495 for a Major Experienced Travel Agent; \$3,200 for a Minor Experienced Travel Agent and \$9,995 for an Inexperienced Travel Agent. The first year's E&O Insurance premium (currently \$150 per person per year) is also included in the initial franchise fee. (See Item 5) We assume you have no associates when you begin, so there is no additional \$150 E&O Insurance premium charged for associates.

2. See Item 10 for possible financing of a portion of the initial franchise fee. If you apply for financing, you must pay us a nonrefundable application and processing fee of \$200 at the time you apply for financing.

3. We encourage you to operate from your home, in which case you will not incur any rental expenses. However, if you choose to operate from a small office space, you will need approximately 500 – 700 square feet. Lease costs will vary based upon square footage, cost per square foot and required maintenance costs. We assume the landlord will require the first month's rent and a security deposit equal to one month's rent. You also have the option to rent a day office. The cost of a day office ranges from \$25 per hour to \$150 per 8-hour day.

4. The office equipment you will need includes a phone system, cell phone and paper shredder. This estimate includes the computer system (see Item 11); fax capability, internet access and an e-mail account. You may need to purchase typical office equipment, such as a desk, chair, filing cabinets and fax machine. Additional chairs can range from \$10 to \$100 each. You are not required to have more than 1 chair or 1 desk during the initial phase of your business. The low end assumes you already have any items that would be necessary to conduct your business. We assume you have no associates when you begin, so there is no technology fee.

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

6. This estimate assumes for the low end that you do not have any associates to train and on the high end that you only have 1 associate to train when you start with us. See Items 5 and 6 for our fees for associate training. We do not charge you a separate training fee for your initial training if you are an Inexperienced or Minor Experienced Travel Agent. If you are a Major Experienced Travel Agent we charge \$995 for your initial training. We also charge \$995 for the initial training of your associates (double occupancy at the hotel).

7. Estimate includes costs for incidentals (phone calls, snacks, tips, etc.). If you have paid us the initial franchise fee of \$9,995 for a new travel agent we will either reimburse up to \$500 towards the lowest coach fare for one airline ticket purchased at least 14 days prior to the travel date or, if air travel is not required to attend initial training, we will issue a \$250 credit. The 14-day purchase requirement is waived for franchise purchases made within that 14-day window. Hotel accommodations are also provided (presumes a shared room). For other persons you wish us to train for you, you pay for any additional expenses such as lodging, airfare and meals.

8. This is the estimated cost of the permits and licenses that you must have to operate your Business. We strongly recommend that you consult with an attorney to determine exactly what permits and licenses you will need.

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

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



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

12. The estimate of additional funds is an estimate only of the funds needed for opening expenses and working capital to operate for 3 months after opening. We based this estimate on the business experience of our management personnel and our operating history and that of MLM of 18 years. The actual amount of additional funds you will need depends on a variety of factors, including: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the services provided; the number of customers serviced during the initial period; and other variable expenses. The estimate of additional funds does not include any allowance for an owner's draw or operating losses after the initial phase. You may have to put additional cash into the business but we cannot estimate or promise when or whether any **CRUISE PLANNERS®** Business, including yours, will achieve positive cash flow or profits. You must have additional sums available, whether in cash or through credit lines, or have other assets that you may liquidate or borrow against to cover your personal living expenses and any operating losses after the initial phase of your operations.

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

14. No estimate has been included for real estate since it is anticipated that you will operate your **CRUISE PLANNERS®** Business from your home.

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

### **Purchases from Us**

When booking travel, you must access and use our CRM (customer relationship management) system (See Item 11). You must obtain E&O Insurance through us. See Items 5 and 6. Except for the E&O Insurance, during 2011, no equipment or miscellaneous and sundry supplies were purchased from us or our affiliates. During the 2011 fiscal year, \$184,640 was received for annual E&O Insurance from our franchisees and is included in our total revenues of \$22,446,433 as reflected on our financial statement or 1% of our total revenues.

### **Approved Suppliers**

Other than for travel insurance, we do not have any mandatory suppliers with whom we require you to conduct business at this time. However, we have the right to designate approved suppliers for products and services for our own use or to be offered to customers at any time. If we do so, you may only purchase from, and/or offer the products and services offered by such suppliers and vendors. Also, you may only book cruises from our designated cruise lines. If there are any Travel Suppliers for which we will not take bookings for any reason we deem appropriate, we may withdraw these Travel Suppliers from our preferred vendor list. Any bookings with such Travel Suppliers shall be at your own risk and peril. We do not provide other material benefits to you; i.e., special renewal privileges or additional franchises, based on your use of our designated or approved sources. Irrespective of whether you use any of our approved vendors, revenue you derive from such use is nevertheless subject to royalty and other fees under the terms of the Franchise Agreement. We earn the same royalty on bookings from our approved Travel Suppliers as we do from any others. See Item 6. There are no required or approved suppliers in which any of our officers owns an interest.

You may purchase insurance from our specified suppliers of travel insurance but it is not required. "Account" means any customer who purchases the services that **CRUISE PLANNERS®** Businesses sell including, without limitation, cruise fares, airfares, tours, ground transportation arrangements and any and all travel insurance. You and we will also generate revenue from commissions received from the sale of travel insurance to customers. This travel insurance can be purchased by the customer from the cruise line or from our preferred insurance company. We keep a portion of the commissions and remit the remainder to you. The commission structures from the cruise lines and our preferred insurance company are posted on our website for you to reference from time to time and they may vary based on the insurance company programs which can change at any time. Typically, we retain 30% of the insurance commission paid by cruise lines and remit to you the remaining 70%. For our preferred insurance company, we retain up to 31.8% of the commission and remit to you the balance. We have negotiated commission rates with the cruise lines and the insurance company on terms we believe are more favorable than you can achieve on your own. If you sell travel insurance for companies other than those we authorize your commissions may be more or less but you will be in violation of the Franchise Agreement.

### **Standards and Specifications**

Your **CRUISE PLANNERS®** Business must be operated in accordance with our specifications, standards, operating procedures and rules that we prescribe from time to time. These specifications and standards may regulate, among other things, marketing materials; use and display of the marks; insurance coverage requirement; computer system hardware and CRM system requirements; acceptance of payment methods; frequent purchaser programs and payment systems; data processing and recordkeeping systems; forms, methods, format, content and frequency of reports; methods of bookings; quality and categories of products and services and performance of all necessary confirmations and follow-up service for all travel products and services that you sell; types, amounts, terms and conditions of service agreements, use agreements, contracts and other agreements between customers and approved suppliers. We may periodically modify our specifications and standards to accommodate regional or local variations as we determine. These obligations may require you to invest additional capital in your **CRUISE PLANNERS®** Business and/or incur higher operating costs. We will notify you of changes to our specifications and standards and/or the names of cruise suppliers and vendors through updates to our manual, changes to our business management software or other communications. Currently, required purchases according to our specifications and standards represent approximately 0% to 5% of the total cost to establish your **CRUISE PLANNERS®** Business and approximately 0% to 30% of the total cost to operate one. During the fiscal year ended December 31, 2011, neither we, nor our affiliates, received any income from suppliers or other vendors arising out of franchisee purchases made in accordance with our specifications and standards.

### **Changes to Suppliers**

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

### **Rebates**

Neither we nor our affiliates receive revenues based on franchisee purchases from suppliers. We sometimes negotiate purchase arrangements with Travel Suppliers to enable our franchisees to offer special promotions to customers; sometimes we book large numbers of cabins in advance of customer purchases. But we do not negotiate purchasing arrangements for franchisee purchases; only for travel customers. When cruise bookings from your customers alone qualify you for bonuses or tour conductors being issued by the cruise line, you will receive the benefit of such bonuses or tour conductors. However, we retain all bonuses or tour conductors paid by the cruise line where your efforts alone did not result in the issuance of the bonus or tour conductor. We will also retain overrides, bonuses, overages and ad

allowances from cruise lines when we arrange for collective cruise bookings from all customers (regardless of the agent) to attain certain volume levels set by the cruise line. If we qualify for this bonus, it typically constitutes 1% of the fares. From time to time, cruise lines pay us incentives of 1-2% of cruise fares if we and our franchisees meet certain volume targets on customer bookings for certain cruise offerings or on an annual or seasonal basis. These funds are to be used for marketing cruises offered by that cruise line and we do so.

### **Insurance**

You must obtain and maintain, at your own expense, such insurance coverage that we require from time to time and meet the other insurance-related obligations of the Franchise Agreement. The cost of this coverage will vary depending on the insurance carrier's charges, terms of payment and your history. Currently, we only require you to carry the E&O Insurance which you must purchase from us. We do not currently specify policy amounts, terms or coverage for any other kind of insurance. We recommend, but do not require, that you obtain insurance to cover the risks of your business activities, like general liability and automotive liability. If you do not operate out of your home, your landlord may require similar insurance and we may as well.

### **Computer Hardware and Software**

We require you to purchase computer hardware to access our CRM system as well as a high-speed internet connection that meet our specifications and standards. See Item 11 for the computer hardware and business management software we currently require. We estimate that these items are 0% to 5% of your total costs to open your **CRUISE PLANNERS®** Business and 0% to 30% of your total costs to operate it.

### **Miscellaneous**

There are no purchasing or distribution cooperatives at this time.

Neither we nor our affiliates currently derive revenue or other material consideration as a result of your purchases. In the future, we may negotiate agreements with approved suppliers and vendors and we may receive consideration from them. We may limit the number of approved suppliers with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason for alternative suppliers, including those we have already designated an exclusive source (which might be us or an affiliate) for particular item or service or if we believe that doing so is in the best interests of the **CRUISE PLANNERS®** system.

## **ITEM 9. FRANCHISEE'S OBLIGATIONS**

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

	<b>Obligation</b>	<b>Section in Agreement</b>	<b>Disclosure Document Item</b>
a.	Site selection and acquisition/lease	Not applicable	11
b.	Pre-opening purchases/leases	1.1, 1.4, 1.25, 3.11	8
c.	Site development and other pre-opening requirements	Not applicable	11
d.	Initial and ongoing training	1.25, 1.31.1, 2.1	11
e.	Opening	1.3	11

Obligation		Section in Agreement	Disclosure Document Item
f.	Fees	1.1, 1.6, 1.14, 1.15, 1.16, 1.17, 1.18, 1.25, 3.8, 3.9, 4.2	5, 6, 7
g.	Compliance with standards and policies/operating and training materials	1.2, 1.4, 1.18, 1.18, 1.20, 1.21, 1.28, 1.31.12, 4.2, 4.3	11
h.	Trademarks and proprietary information	1.7, 1.12	11, 13, 14
i.	Restrictions on products/services offered	1.3, 1.8, 1.9, 1.13, 1.18	16
j.	Warranty and customer service requirements	1.8	Not applicable
k.	Territorial development and sales quotas	1.8, 1.11, 1.13.a, 1.31.9, 1.31.10, 3.10	12
l.	Ongoing product/service purchases	1.3	8
m.	Maintenance, appearance and remodeling requirements	Not applicable	Not applicable
n.	Insurance	1.4, 1.17, 2.6, 3.8, 3.11	5, 6, 7, 8
o.	Advertising	1.7, 1.8, 1.21	11
p.	Indemnification	1.5	13
q.	Owner's participation/management/staffing	1.2, 1.3	15
r.	Records/reports	1.20, 1.22, 1.31.13	Not applicable
s.	Inspections/audits	1.22	Not applicable
t.	Transfer	1.31.2, 3.9	17
u.	Renewal	3.7	17
v.	Post-termination obligations	1.13, 1.14, 1.18, 3.10	14, 17
w.	Non-competition covenants	1.13, 1.18	17
x.	Dispute resolution	3.2	17
y.	Principal Owners Guaranty	1.28 and Schedule 1	1, 15

**ITEM 10.  
FINANCING**

SUMMARY OF FINANCING OFFERED									
Item Financed- (Source Lender)	Amount Financed	Application Fee / Down Payment	Term (Months)	Apr %	Monthly Payment	Prepayment Penalty	Security Required Personal Guaranty	Liability Upon Default	Loss Of Legal Rights Upon Default
Initial Franchise Fee	\$4,995	Application and Processing Fee: \$200 <sup>1</sup> Down Payment: \$5,000	12 months	Prime Rate <sup>2</sup> plus 6%	\$437.40 <sup>3</sup>	None	Personal Guaranty	Acceleration of all unpaid amounts due under the Note and termination of Franchise Agreement payment of attorneys' fees, court costs and collection agency fees incurred in	Waive notice, right to jury trial, loss of many defenses

								collecting the debt	
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<sup>1</sup> If you want financing from us, you must pay us a nonrefundable application and processing fee of \$200 when you submit the application. Our acceptance of your application and fee does not mean that we will approve you for financing. The fee is used for a credit and background check and handling costs.

<sup>2</sup> "Prime rate" is the "Prime Rate" reported in the "Money Rates" section of the Wall Street Journal (or any comparable interest index we may select) on the date of the Note.

<sup>3</sup> This monthly amount is based on a Prime Rate equal to 3.25% per year (which was the Prime Rate on February 22, 2012) and an annual interest rate of 9.25%. 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.

We may finance the initial franchise fee for qualified applicants for the Inexperienced Travel Agent category. If you qualify, you must pay \$5,000 toward the initial franchise fee, and issue a promissory note in the form attached to the Franchise Agreement as Schedule 3 (the "**Note**") for the balance, when you sign this Agreement. If you are an entity, your owners must personally guaranty the Note and sign a guaranty substantially in the form attached to the Franchise Agreement as Schedule 2 (the "**Guaranty**"). The Note is payable in 12 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. 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 the payments in the manner we direct. We may offset any overdue amounts you owe us under the Note against amounts we owe you under this Agreement.

Except as disclosed in the table, we do not offer financing that requires you to waive notice, confess judgment, or waive a defense against us or the lender, although you may lose your defenses against us and others in a collection action on a note that is sold or discounted.

We do not arrange financing from other sources. Although we may assign the Note, commercial paper from franchisees has not been, and is not, sold or assigned to anyone, and we have no plans to do so.

We do not guarantee your obligation to third parties.

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

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

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

1. Allow you to possess and use our operating and training materials. (FA 2.2)
2. We train you in the operation of the **CRUISE PLANNERS®** franchise at a training site near our principal place of business. (FA 2.1) This training is described in detail later in this Item.

**Continuing Obligations:** During the operation of your Business, we will:

1. Provide additional training from time to time at your request. (FA 2.1)
2. Allow you to possess and use our operating and training materials as they may exist from time to time either in written form or in some form of electronic media or both. You may not reproduce our operating and training materials in any way, shape or form. You may not videotape or tape record our training sessions. (FA 2.2) Within 5 working days of any termination or expiration of the Franchise Agreement, you must return to us, at your expense, our operating and training materials.
3. We will pay you a referral bonus (currently \$300) for any person referred by you in writing who was previously unknown to and not previously solicited by us, who becomes an independent **CRUISE PLANNERS®** franchisee who is an experienced travel agent. We will pay you a referral bonus (currently \$750) for any person referred by you in writing who was previously unknown to and not previously solicited by us, who becomes an independent **CRUISE PLANNERS®** franchisee who is not an experienced travel agent. In either case, a person may become an independent **CRUISE PLANNERS®** franchisee only by signing our then-current **CRUISE PLANNERS®** Franchise Agreement and paying us the then-current franchise fee. (FA 2.4)
4. To the best of our ability, honor the integrity of any Accounts acquired by you and will require our other **CRUISE PLANNERS®** franchisees to honor the integrity of your Accounts. Neither we nor our other **CRUISE PLANNERS®** franchisees shall knowingly solicit any Accounts that are presently being serviced by you. (FA 2.5)
5. Provide online access to our CRM system to you and your agents and associates for bookings and other services. (FA 2.6)
6. Fulfill and account for all Cruise and Travel Product bookings placed by you on behalf of your Accounts pursuant to the procedures set forth in our operating and training materials. We are obligated only to fulfilling Cruise and Travel Product bookings at Travel Suppliers' published prices or current price-list prices under our current payment and collection terms. We are not obligated to fulfill orders for Cruise and Travel Product bookings that have been discontinued by the Travel Suppliers. All orders are subject to our acceptance. All orders may be canceled by you or your Accounts as long as the terms of cancellation indemnify us against loss. (FA 2.7)
7. Collect commissions on all booking and deduct the royalty fee from your Gross Commissionable Revenue commissions. The commissions will be sent to you after they are received and processed at the Home Office and your clients have departed on their trips. (FA 4.2, 4.3 and 4.4) All commissions received and held by us for at least 6 months are considered forfeited by you if, during that time, you did not record those bookings in our CRM system.
8. We do not administer an advertising or marketing fund and we do not require you to join any advertising cooperatives. All advertising must be approved in writing in advance. Also, all materials and advertising must include our current and future trademarks, service marks and trade names as the predominant mark in all marketing and advertising including, but not limited to, print advertising, direct mail, internet web sites, radio and television.

### **Computer Hardware and Software**

The computers we require you to use in the day-to-day operation of your **CRUISE PLANNERS®** franchise are not proprietary to us. We recommend the following:

IBM or Mac compatible PC, preferably a laptop  
Windows XP / Mac OS (or more recent)  
Microsoft Office / Office for Mac

Adobe Acrobat  
 Adobe Flashplayer 9  
 A laser or inkjet printer with color cartridge  
 CD or DVD drive  
 High-speed internet access

The CRM system you will use to collect customer and Cruise and Travel Product booking information is proprietary to us. We do not charge you a separate fee for your access to and use of it; but we do assess an annual technology fee to offset a portion of our investment in technology. This fee is currently \$60 per person per year. We will waive this technology fee for one person in your franchise per year. You will use your PC and our CRM system to track customers and to track Cruise and Travel Product bookings. You will likely make general business PC use of the computer and business management software, too. We do not have independent access to your computer system. Rather, the data pertaining to your business will reside on our secure data warehouse servers.

We estimate the cost of the computer system will range from \$-0- to \$2,500 depending on whether or not you already have a computer. Neither we, nor our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to your computer system. Currently, there are no optional or required maintenance/upgrade contracts for the computer system. See Item 6 for technology fees for your associates and agents.

**Site Selection**

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

**Time to Opening**

We estimate the length of time between the signing of the Franchise Agreement and the commencement of operations of the **CRUISE PLANNERS®** franchise is 2 weeks to 60 days. Things that may affect the time period include your ability to obtain financing, delayed purchases or installation of furniture, fixtures, equipment, CRM system, etc. You must commence operation of your **CRUISE PLANNERS®** franchise within 60 days of when you sign the Franchise Agreement. The pre-commencement training program will be conducted at our mutual convenience during this time period. If you do not timely commence operations, we may terminate your franchise and will not refund any portion of your money.

**Training**

**TRAINING PROGRAM**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Introduction to the Industry	1	0	Hotel or conference center near our headquarters in Coral Springs, Florida
Sales Techniques and Pre-Qualifying	6	0	Hotel or conference center near our headquarters in Coral Springs
Accounting, Operations, Policies and Procedures	2	0	Hotel or conference center near our headquarters in Coral Springs

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Hands-On Booking and Reservation Systems (IT) Exercises	8	0	Hotel or conference center near our headquarters in Coral Springs
Groups	2	0	Hotel or conference center near our headquarters in Coral Springs
Product Training and Ship Inspections	16	0	Hotel or conference center near our headquarters in Coral Springs
Marketing, Advertising and Business Development	7	0	Cruise ships and/or hotel or conference center near our headquarters in Coral Springs
<b>Total</b>	<b>42</b>	<b>0</b>	

The persons conducting our training are as follows:

<b>Name</b>	<b>Position with Us</b>	<b>Experience</b>		<b>Subject being Taught</b>
		<b>In Field</b>	<b>With Us</b>	
Ali Colombo	Manager of Business Development	25	6	Marketing, Advertising and Business Development
Brian Shultz	VP of IT	12	2	Hands-on Booking and Reservation Systems (IT) Exercises
Cathy Kusuma	Director of Training and Program Development	14	1	Introduction to Industry, Sales Techniques and Prequalifying and Product Training and Ship Inspections
Christine Quinn	Business Development Specialist	24	1	Marketing, Advertising and Business Development
Debbi Dunn	Training Specialist	35	1	Product Training and Ship Inspections
Diana Riel	Director of Strategic Partnerships	29	1	Marketing, Advertising and Business Development
Fifi Almonte	Operations Coordinator	32	3	Marketing, Advertising and Business Development
Gary Spadaccini	Business Development Specialist	22	2	Marketing, Advertising and Business Development
Grace Pineda	Director of Operations	13	4	Insurance, Operations, Policies and Procedures
Jude Civil	Business Development Specialist	19	2	Marketing, Advertising and Business Development
Kathy Bardaji	Business Development Specialist	40	2	Marketing, Advertising and Business Development
Laura Blanco	Director of Sales	11	2	Sales Techniques and Prequalifying
Michelle Fee	CEO	31	17	Sales Techniques and Prequalifying, Marketing, Advertising and Business Development
Phill Guerra	Senior Project Manager	9	1	Hands-on Booking and Reservation Systems (IT) Exercises
Tom Kruszewski	CFO	31	4	Accounting, Operations, Policies and Procedures



Name	Position with Us	Experience		Subject being Taught
		In Field	With Us	
Vicky Garcia	Senior VP - Sales & Marketing	15	8	Sales Techniques and Prequalifying and Groups
Angela DeDomenico	Cruise Planners Guest Franchisee	22	13	Marketing, Advertising and Business Development

#### Travel Supplier Representatives

Name	Company	Position	Experience in Field	Subject being Taught
Kristen Steele	Globus Family of Brands	Business Development Manager	16	Product Training and Ship Inspections
Rosann Dorsch	CLIA	Trainer	1	Product Training and Ship Inspections
Lily Mendoza	Disney Destinations, LLC	District Sales Manager	25	Product Training and Ship Inspections
Heather Hendrix	American Express Vacations	Business Development Manager	16	Product Training and Ship Inspections
Manny Celdran	Celebrity Cruises	Sales Associate	14	Product Training and Ship Inspections
Lisa Hamilton	Norwegian Cruise Line	Business Development Training Manager	2	Product Training and Ship Inspections
Theresa Scalzitti	Royal Caribbean International	National Accounts Manager	17	Product Training and Ship Inspections
Cindy Christen	Uniworld River Cruise	Sales Manager	30	Product Training and Ship Inspections
Eric Molina	Viking River Cruises	Director, Business Development	15	Product Training and Ship Inspections
Marc Campagnone	Carnival Cruise Lines	Account Executive, Strategic Partnerships	13	Product Training and Ship Inspections
Gail Freedman	Princess Cruises/Cunard Line	District Sales Manager	42	Product Training and Ship Inspections

Training is conducted when franchisees enter our system by executing the Franchise Agreement with us. We will attempt to build camaraderie by grouping franchisees for training as is convenient given franchise sales activity.

You are required to commence operations within 60 days after you sign the Franchise Agreement. You will be ready once you have completed training. Since training is 5 days, you must schedule training with us before the 55th day after signing the Franchise Agreement.

The **CRUISE PLANNERS®** operating and training materials and the materials provided by our insurance and various Travel Supplier representatives will be reviewed in training.

The individual owner of the franchise who is new to the System and inexperienced as a travel agent is expected to attend training at no additional charge from us. However, with respect to airfare, we

will subsidize up to \$500 towards the lowest coach fare for one airline ticket purchased at least 14 days prior to travel date only if you have paid us the initial franchise fee of \$9,995 for new travel agents. You pay for any additional expenses and for other persons you wish us to train for you. You will be responsible for the training costs of anyone else you would like us to train. We do not limit the number of people we will train for you.

The materials used in training include workbooks, reference and other "hands-on" materials, including PowerPoint presentations and handouts.

### **Operating and Training Materials**

We will permit you to view the operating and training materials in our facility prior to signing the Franchise Agreement and purchasing the business but you will not be given access until you sign the Franchise Agreement. Within 5 working days of any termination or expiration of the Franchise Agreement you must return to us, at your expense, the operating and training materials.

### **ITEM 12. TERRITORY**

You will not receive an exclusive territory. You may face competition from other franchisees, from an outlet we own, or from other channels of distribution or competitive brands that we control. We may establish other franchised or company-owned outlets that may or may not compete with your location. We and you and all other **CRUISE PLANNERS®** franchisees will honor the integrity of any Accounts acquired by others. Neither we nor you nor our other **CRUISE PLANNERS®** franchisees will knowingly solicit any Accounts that are presently being serviced by another **CRUISE PLANNERS®** Business.

If you are an Inexperienced Travel Agent or a Minor Experienced Travel Agent, we may terminate your Franchise Agreement if you do not maintain annual Gross Commissionable Revenues of at least \$50,000 at the end of your third year of the term of the Franchise Agreement and each year thereafter, including successor franchise agreements with us. If you are a Major Experienced Travel Agent and fail to have \$100,000 of Gross Commissionable Revenues at the end of the first year, we may terminate your Franchise Agreement.

You may use the Internet to advertise on our **CRUISE PLANNERS®** website only in compliance with the Franchise Agreement.

See Item 16 for information on certain marketing restrictions if you operate in certain areas.

We do not generally grant options, rights of first refusal or similar rights to acquire additional franchises, as each franchise is awarded on a franchise-by-franchise basis. Accordingly, you may only acquire additional franchised **CRUISE PLANNERS®** Businesses from us if you meet our qualifications at the time you apply. We may limit the number of **CRUISE PLANNERS®** Businesses owned by any franchise owner or its affiliates. You may only relocate your **CRUISE PLANNERS®** Business with our approval, both for the relocation and for the new site. We apply the same considerations for evaluating relocation of a **CRUISE PLANNERS®** Business as we do for **CRUISE PLANNERS®** Businesses generally.

### **ITEM 13. TRADEMARKS**

The trademark "CP Anchor and Rope" is registered on the Principal Register of the United States Patent and Trademark Office, Reg. No. 2,609,111, effective August 20, 2002. The word mark **CRUISE**

**PLANNERS®** is registered on the Principal Register of the United States Patent and Trademark Office, Reg. No. 4,097,320, effective February 7, 2012. All affidavits required by law have been filed.

You must use our current and future trademarks, service marks and trade names as the predominant mark in all marketing and advertising including, but not limited to, print advertising, direct mail, web sites, radio and television in the ways we have set forth in our operating and training materials or other materials. You also must cease using any trademarks, service marks or trade names we determine to be no longer part of the **CRUISE PLANNERS®** system standards including the **CRUISE PLANNERS®** trademark. At no time, either during the term hereof or thereafter, may you use any trademark which has the word “cruise” or “planner” or any root, phonetic use, similar spelling or graphic depiction of any of the **CRUISE PLANNERS®** trademarks.

Currently there are no effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or of any court. There are no pending infringements, oppositions or cancellations concerning the principal trademarks. There is no pending material litigation involving the principal trademarks. All required affidavits have been filed.

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

We are not obligated by the terms of the Franchise Agreement or otherwise, to protect your right to use the principal trademarks. We are not obligated to protect you against claims of infringement or unfair competition arising out of your use of the principal trademarks. We are not obligated to participate in your defense and/or indemnify you for expenses or damages if you are part to an administrative or judicial proceeding involving the trademarks if the proceeding is resolved unfavorable to you.

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

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

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

There are no patents that are material to the franchise. We claim copyright protection in the operating and training materials and advertisement and promotional materials, although these materials have not been registered with the United States Registrar of Copyrights. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement.

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

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

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

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

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

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

You must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement and continuously exert your best efforts to promote and enhance your **CRUISE PLANNERS®** Business for the full term of the Franchise Agreement. We generally offer **CRUISE PLANNERS®** franchises only to individuals. If you are or become a Business Entity we may limit the number of owners and/or require that the Business Entity designate a spokesperson to communicate with us. We may require all principal owners of the Business Entity to sign our standard form of Personal Guaranty (Schedule 1 to the Franchise Agreement) and Confidentiality, Non-Disclosure and Non-Competition Agreement (Schedule 2 to the Franchise Agreement). If you are a Business Entity you must furnish us with copies of all documents and contracts governing the rights, obligations and power of your owners and agents. You (if you are a Business Entity or an individual) may employ a manager who is operating your business and must satisfactorily complete our initial training. A manager need not have an equity interest in the **CRUISE PLANNERS®** Business but must agree in writing to preserve the confidentiality of any confidential information which he or she has access to and must abide by certain competitive restrictions by signing our standard form of Confidentiality, Non-Disclosure and Non-Competition Agreement. The competitive restrictions are similar to the competitive restrictions described in the Franchise Agreement. See Items 14 and 17.

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

Under the terms of the Franchise Agreement you agree to acquire and service **CRUISE PLANNERS®** “Accounts” pursuant to the **CRUISE PLANNERS®** system standards. “Accounts” means any customer who purchases the services that **CRUISE PLANNERS®** Businesses sell including, without limitation, cruise fares, airfares, tours, ground transportation arrangements and any and all travel insurance. While the Franchise Agreement is in effect you shall not engage, directly or indirectly, in the cruise/travel business with any of our competitors. You may not sell goods or service which we have not pre-approved in writing in advance.

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

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

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

You must comply with all agreements of third parties that pertain to your **CRUISE PLANNERS®** Business including, in particular, all provisions of any premises lease and any equipment leases.

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

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

If you reside in an area where we have other franchisees who are actively promoting and marketing, we may restrict you from marketing and promoting in certain venues that other franchisees actively market. We do this through a marketing addendum to your Franchisee Agreement.

See Items 8, 9, 11, 12, 14 and 15 for more information about your obligations and restrictions.

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

**THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the Franchise Agreement. You should read the provisions in the Franchise Agreement attached to this Disclosure Document.**

	<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
a.	Length of the franchise term	3.6	3 years. Starts when we sign Franchise Agreement and ends: (a) 3 years from then for Major Experienced Travel Agents; or (b) 3 years from the end of the month following the date you complete initial training if we require it.
b.	Renewal or extension of the term	3.7	Additional 3-year periods
c.	Requirements for franchisee to renew or extend	3.7	Automatically renews unless either party gives 30-days written notice in advance of their intention not to renew; parties must sign our then-current franchise agreement which may be materially different than the form attached to this Disclosure Document; you pay your Fiscal Year 3 annual maintenance fee and you renew your E&O Insurance and pay the current premium. See Item 6.
d.	Termination by franchisee	Not applicable	Not applicable
e.	Termination by franchisor without cause	1.31, 3.6 and 3.10	We may only terminate the Franchise Agreement if you default or for cause as specified in the Franchise Agreement.*
f.	Termination by franchisor with cause	1.31, 3.6 and 3.10	We may terminate the Franchise Agreement when you are in material breach of its terms and do not cure the breach following notice from us as the Franchise Agreement requires.
g.	“Cause” defined – curable defaults	1.31.1; 1.31.2; 1.31.6; 1.31.8; 1.31.11; 1.31.12; 1.31.13; 1.31.15	Fail to complete initial training; fail to pay us or taxes; fail to accurately and timely submit data; or transfer control or assign ownership without consent
h.	“Cause” defined- non-curable defaults	1.31.3; 1.31.4; 1.31.5; 1.31.7; 1.31.9; 1.31.10; 1.31.14	Material misrepresentation or omission, conviction of, plea of or plea of no contest to a felony; dishonest or unethical conduct; unauthorized disclosure or use of Confidential Information; not having Annual Gross Commissionable Revenues of at least \$50,000 by the end of the 3 <sup>rd</sup> year; or if you are a Major Experienced Travel Agent, Annual Gross Commissionable Revenues of at least \$100,000 by the end of the first year; bankruptcy or appointment of a receiver, trustee or liquidator
i.	Franchisee’s obligations on termination/non-renewal	3.10	We control pending bookings upon termination for which you shall be paid as per Franchise Agreement; you must return everything we provided to operate your franchise within 5 days of termination .

	<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
j.	Assignment of contract by franchisor	3.9	Fully transferable by us with 30-days notice
k.	Transfer by franchisee	3.9	Fully transferable by you with 30-days written notice; we reserve right to charge reasonable fees to process and train
l.	Franchisor approval of transfer by franchisee	3.9	All transfers require our approval
m.	Conditions for franchisor approval of transfer	3.9	30-days written notice; approval by us and payment of transfer fees (maximum \$9,995) to cover costs in documenting the transfer, approving the transferee and providing mandatory training; See Item 6.
n.	Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable
o.	Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
p.	Death or disability of franchisee	Not applicable	Not applicable
q.	Non-competition covenants during the term of the franchise	1.3, 1.12 and 1.13	You may not have an interest in, be employed by, or otherwise be engaged, directly or indirectly, in the cruise/travel business with any competing company.
r.	Non-competition covenants after the franchise is terminated or expires	1.13	None if expires. If terminated before expiration of full term, then you cannot offer, sell, promote or market Cruise and Travel Products for a period of 1 year within 50 miles of any <b>CRUISE PLANNERS®</b> Business.
s.	Modification of the Agreement	1.2	Must be in writing signed by you and us
t.	Integration/merger clause	3.1	The Franchise Agreement and the system standards and the attached schedules are the entire agreement between you and us.
u.	Dispute resolution by arbitration or mediation	Not applicable	Not applicable
v.	Choice of forum	3.2	Florida, subject to state law*
w.	Choice of law	3.2	State and federal courts nearest our principal place of business, currently Coral Springs, Broward County, Florida, subject to state law*

\*See the State Addenda in Exhibit "E."

**ITEM 18.  
PUBLIC FIGURES**

We do not use public figures to promote this 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 the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Tom Kruszewski, 3300 University Drive, Coral Springs, Florida 33065, (954) 344-8060, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20.  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1  
Systemwide Outlet Summary  
For Years Ending December 31, 2009, 2010 and 2011**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2009	713	820	+107
	2010	820	880	+60
	2011	880	1,014	+134
Company-Owned	2009	1	1	0
	2010	1	1	0
	2011	1	1	0
<b>Total Outlets</b>	<b>2009</b>	<b>714</b>	<b>821</b>	<b>+107</b>
	<b>2010</b>	<b>821</b>	<b>881</b>	<b>+60</b>
	<b>2011</b>	<b>881</b>	<b>1,015</b>	<b>+134</b>

**Table No. 2  
Transfers of Outlets from Franchisees to New Owners  
(other than the Franchisor)  
Years Ending December 31, 2009, 2010 and 2011**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Alabama	2009	0
	2010	0
	2011	0



<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Alaska	2009	1
	2010	0
	2011	0
Arizona	2009	0
	2010	0
	2011	0
Arkansas	2009	0
	2010	0
	2011	0
California	2009	1
	2010	0
	2011	0
Colorado	2009	0
	2010	0
	2011	0
Connecticut	2009	0
	2010	0
	2011	0
Delaware	2009	0
	2010	0
	2011	0
District of Columbia	2009	0
	2010	0
	2011	0
Florida	2009	0
	2010	0
	2011	0
Georgia	2009	0
	2010	0
	2011	0
Hawaii	2009	0
	2010	0
	2011	0
Idaho	2009	0
	2010	0
	2011	0
Illinois	2009	0
	2010	0
	2011	0
Indiana	2009	0
	2010	0
	2011	0
Iowa	2009	0
	2010	0
	2011	0

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Kansas	2009	0
	2010	0
	2011	0
Kentucky	2009	0
	2010	0
	2011	0
Louisiana	2009	0
	2010	0
	2011	0
Maine	2009	0
	2010	0
	2011	0
Maryland	2009	0
	2010	0
	2011	0
Massachusetts	2009	0
	2010	0
	2011	0
Michigan	2009	0
	2010	0
	2011	0
Minnesota	2009	0
	2010	0
	2011	0
Mississippi	2009	0
	2010	0
	2011	0
Missouri	2009	0
	2010	0
	2011	0
Montana	2009	0
	2010	0
	2011	0
Nebraska	2009	0
	2010	0
	2011	0
Nevada	2009	0
	2010	0
	2011	0
New Hampshire	2009	0
	2010	0
	2011	0
New Jersey	2009	0
	2010	0
	2011	0
New Mexico	2009	0
	2010	0
	2011	0

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
New York	2009	0
	2010	0
	2011	0
North Carolina	2009	0
	2010	0
	2011	0
North Dakota	2009	0
	2010	0
	2011	0
Ohio	2009	0
	2010	0
	2011	0
Oklahoma	2009	0
	2010	0
	2011	0
Oregon	2009	0
	2010	0
	2011	0
Pennsylvania	2009	0
	2010	0
	2011	0
Rhode Island	2009	0
	2010	0
	2011	0
South Carolina	2009	0
	2010	0
	2011	0
South Dakota	2009	0
	2010	0
	2011	0
Tennessee	2009	0
	2010	0
	2011	0
Texas	2009	0
	2010	0
	2011	0
Utah	2009	0
	2010	0
	2011	0
Vermont	2009	0
	2010	0
	2011	0
Virginia	2009	0
	2010	0
	2011	0
Washington	2009	0
	2010	0
	2011	0

State	Year	Number of Transfers
West Virginia	2009	0
	2010	0
	2011	0
Wisconsin	2009	0
	2010	0
	2011	0
Wyoming	2009	0
	2010	0
	2011	0
<b>Total</b>	<b>2009</b>	<b>2</b>
	<b>2010</b>	<b>0</b>
	<b>2011</b>	<b>0</b>

**Table No. 3**  
**Status of Franchised Outlets**  
**Years Ending December 31, 2009, 2010 and 2011**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2009	5	3	0	0	0	0	8
	2010	8	1	2	1	0	0	6
	2011	6	1	2	0	0	0	5
Alaska	2009	3	0	0	1	0	0	2
	2010	2	0	0	0	0	1	1
	2011	1	0	0	0	0	0	1
Arizona	2009	12	10	1	2	0	1	18
	2010	18	4	1	0	0	1	20
	2011	20	6	1	1	0	1	23
Arkansas	2009	8	0	0	1	0	0	7
	2010	7	2	0	3	0	0	6
	2011	6	0	0	2	0	0	4
California	2009	54	9	2	2	0	0	59
	2010	59	12	4	5	0	3	59
	2011	59	26	4	8	0	2	71
Colorado	2009	21	8	0	2	0	0	27
	2010	27	8	2	5	0	1	27
	2011	27	3	2	4	0	0	24
Connecticut	2009	7	2	1	0	0	0	8
	2010	8	2	1	0	0	0	9
	2011	9	1	0	3	0	0	7
Delaware	2009	4	0	0	0	0	0	4
	2010	4	0	0	0	0	0	4
	2011	4	0	0	0	0	0	4
District of Columbia	2009	0	1	0	0	0	0	1
	2010	1	0	1	0	0	0	0
	2011	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Florida	2009	187	54	7	16	0	3	215
	2010	215	42	18	14	0	1	224
	2011	224	61	13	18	0	3	251
Georgia	2009	28	9	1	1	0	1	34
	2010	34	7	3	2	0	1	35
	2011	35	13	4	3	0	0	41
Hawaii	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
Idaho	2009	2	0	0	0	0	0	2
	2010	2	0	0	0	0	1	1
	2011	1	1	0	0	0	0	2
Illinois	2009	18	5	1	2	0	0	20
	2010	20	4	1	3	0	1	19
	2011	19	9	0	4	0	2	22
Indiana	2009	11	2	0	0	0	0	13
	2010	13	2	1	0	0	0	14
	2011	14	4	0	2	0	1	15
Iowa	2009	2	0	0	0	0	1	1
	2010	1	0	0	1	0	0	0
	2011	0	2	0	0	0	0	2
Kansas	2009	7	2	0	1	0	0	8
	2010	8	1	1	0	0	0	8
	2011	8	2	0	1	0	2	7
Kentucky	2009	6	0	1	0	0	0	5
	2010	5	0	0	1	0	0	4
	2011	4	3	0	0	0	1	6
Louisiana	2009	4	1	0	0	0	0	5
	2010	5	3	0	1	0	0	7
	2011	7	4	0	2	0	0	9
Maine	2009	3	0	0	0	0	0	3
	2010	3	0	0	0	0	0	3
	2011	3	0	0	0	0	0	3
Maryland	2009	18	6	0	2	0	0	22
	2010	22	5	3	4	0	1	19
	2011	19	1	1	5	0	0	14
Massachusetts	2009	13	3	0	0	0	0	16
	2010	16	3	1	3	0	0	15
	2011	15	8	0	1	0	2	20
Michigan	2009	13	3	0	1	0	1	14
	2010	14	5	3	0	0	0	16
	2011	16	7	0	3	0	0	20
Minnesota	2009	3	2	0	0	0	0	5
	2010	5	1	0	0	0	0	6
	2011	6	3	0	3	0	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Mississippi	2009	2	0	0	0	0	0	2
	2010	2	1	0	0	0	0	3
	2011	3	0	0	1	0	0	2
Missouri	2009	5	3	0	1	0	0	7
	2010	7	3	0	0	0	0	10
	2011	10	4	0	0	0	0	14
Montana	2009	0	0	0	0	0	0	0
	2010	0	2	0	0	0	0	2
	2011	2	0	0	0	0	0	2
Nebraska	2009	3	1	0	0	0	0	4
	2010	4	0	0	0	0	0	4
	2011	4	1	0	0	0	1	4
Nevada	2009	4	1	0	0	0	0	5
	2010	5	3	1	0	0	0	7
	2011	7	2	1	0	0	0	8
New Hampshire	2009	5	3	0	1	0	0	7
	2010	7	0	0	0	0	0	7
	2011	7	1	0	0	0	0	8
New Jersey	2009	23	3	1	2	0	1	22
	2010	22	12	0	2	0	0	32
	2011	32	13	1	3	0	1	40
New Mexico	2009	2	1	0	1	0	1	1
	2010	1	1	0	2	0	0	0
	2011	0	2	0	0	0	0	2
New York	2009	43	16	2	4	0	1	52
	2010	52	10	0	3	0	1	58
	2011	58	30	5	3	0	3	77
North Carolina	2009	15	2	2	1	0	0	14
	2010	14	8	0	3	0	0	19
	2011	19	6	0	0	0	2	23
North Dakota	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
Ohio	2009	14	5	0	2	0	0	17
	2010	17	5	1	2	0	0	19
	2011	19	5	1	2	0	0	21
Oklahoma	2009	4	1	0	0	0	1	4
	2010	4	1	1	0	0	0	4
	2011	4	1	0	1	0	0	4
Oregon	2009	4	4	0	2	0	0	6
	2010	6	2	0	0	0	0	8
	2011	8	4	2	2	0	0	8
Pennsylvania	2009	35	7	0	3	0	1	38
	2010	38	7	2	4	0	0	39
	2011	39	5	2	5	0	1	36

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Rhode Island	2009	0	0	0	0	0	0	0
	2010	0	1	0	1	0	0	0
	2011	0	4	0	0	0	0	4
South Carolina	2009	18	1	0	1	0	1	17
	2010	17	5	0	3	0	0	19
	2011	19	6	0	2	0	1	22
South Dakota	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
Tennessee	2009	9	5	0	0	0	0	14
	2010	14	3	0	0	0	0	17
	2011	17	3	3	0	0	2	15
Texas	2009	43	17	0	5	0	0	55
	2010	55	21	5	3	0	0	68
	2011	68	29	6	3	0	1	87
Utah	2009	5	3	0	1	0	1	6
	2010	6	2	0	1	0	0	7
	2011	7	2	0	1	0	0	8
Vermont	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
	2011	1	1	0	0	0	0	2
Virginia	2009	31	7	0	3	0	1	34
	2010	34	6	0	6	0	0	34
	2011	34	18	2	2	0	1	47
Washington	2009	10	3	0	3	0	0	10
	2010	10	3	1	0	0	0	12
	2011	12	4	1	1	0	0	14
West Virginia	2009	3	1	0	1	0	0	3
	2010	3	1	1	0	0	0	3
	2011	3	0	0	1	0	0	2
Wisconsin	2009	5	0	0	1	0	0	4
	2010	4	0	0	0	0	0	4
	2011	4	2	0	0	0	0	6
Wyoming	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
<b>Totals</b>	<b>2009</b>	<b>713</b>	<b>204</b>	<b>19</b>	<b>63</b>	<b>0</b>	<b>15</b>	<b>820</b>
	<b>2010</b>	<b>820</b>	<b>199</b>	<b>54</b>	<b>73</b>	<b>0</b>	<b>12</b>	<b>880</b>
	<b>2011</b>	<b>880</b>	<b>299</b>	<b>51</b>	<b>87</b>	<b>0</b>	<b>27</b>	<b>1,014</b>

In 2011, all of the outlets listed as “Ceased Operations – Other Reasons” were franchisees who moved from one state to another.

**Table No. 4**  
**Status of Company-Owned Outlets**  
**Years Ending December 31, 2009, 2010 and 2011**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida	2009	1	0	0	0	0	1
	2010	1	0	0	0	0	1
	2011	1	0	0	0	0	1
<b>Total</b>	2009	1	0	0	0	0	1
	2010	1	0	0	0	0	1
	2011	1	0	0	0	0	1

**Table No. 5**  
**Projected Openings as of December 31, 2011**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	1	0
Alaska	0	0	0
Arizona	0	8	0
Arkansas	1	1	0
California	5	10	0
Colorado	1	8	0
Connecticut	0	6	0
Delaware	0	2	0
District of Columbia	0	4	0
Florida	13	36	0
Georgia	7	6	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	1	10	0
Indiana	2	6	0
Iowa	0	1	0
Kansas	1	4	0
Kentucky	2	6	0
Louisiana	0	2	0
Maine	0	2	0
Maryland	1	2	0
Massachusetts	1	4	0
Michigan	0	6	0
Minnesota	1	2	0
Mississippi	0	2	0
Missouri	0	2	0
Montana	0	0	0
Nebraska	0	0	0



State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Nevada	1	6	0
New Hampshire	0	4	0
New Jersey	3	8	0
New Mexico	0	1	0
New York	2	18	0
North Carolina	3	6	0
North Dakota	0	0	0
Ohio	0	6	0
Oklahoma	1	1	0
Oregon	0	2	0
Pennsylvania	3	10	0
Rhode Island	0	1	0
South Carolina	1	4	0
South Dakota	0	0	0
Tennessee	2	4	0
Texas	4	16	0
Utah	2	1	0
Vermont	0	1	0
Virginia	2	6	0
Washington	1	4	0
West Virginia	0	1	0
Wisconsin	0	4	0
Wyoming	0	0	0
<b>Total</b>	<b>63</b>	<b>235</b>	<b>0</b>

The name, business address, and business telephone number of each current franchisee on December 31, 2011 are listed on Exhibit “C.”

The name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of the 139 franchisees who have had a **CRUISE PLANNERS®** Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement and who have left the system during the most recently completed fiscal year, or have not communicated with us within 10 weeks of March 21, 2012 are listed on Exhibit “D.”

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

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

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

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

Attached to this Disclosure Document as Exhibit "B" are our audited financial statements for the fiscal years ending December 31, 2011, December 31, 2010 and December 31, 2009. Also attached are our unaudited financial statements for the period ending November 30, 2012.

Our fiscal year ends December 31<sup>st</sup>.

In the State of California, we have secured a Surety Bond in the amount of \$60,000 from Hanover Insurance Company. This Surety Bond requirement has been imposed by the Department of Corporations based on the franchisor's financial condition.

In the State of Maryland, we have secured a Surety Bond in the amount of \$40,000 from Hanover Insurance Company. This Surety Bond requirement has been imposed by the Maryland Securities Commissioner based on the franchisor's financial condition.

In the State of Minnesota, we have secured a Surety Bond in the amount of \$10,000 from Hanover Insurance Company. This Surety Bond requirement has been imposed by the Minnesota Department of Commerce based on the franchisor's financial condition.

**ITEM 22.**  
**CONTRACTS**

Attached to this Disclosure Document as Exhibit "A" is our Franchise Agreement. Our standard form of General Release is attached as part of the Maryland Addendum in Exhibit "E."

**ITEM 23.**  
**RECEIPTS**

The Receipts are the last 2 pages of this document. We keep the copy you sign and date.

*CRUISE PLANNERS<sup>SM</sup>*  
**EXHIBIT “A”**  
**TO THE *CRUISE PLANNERS*<sup>®</sup> DISCLOSURE DOCUMENT**  
**FRANCHISE AGREEMENT**  
**AND SCHEDULES**



**Franchise Agreement**

<b>Franchise Owner</b> Name: _____ Telephone Number: _____ Social Security Number: _____ Address: _____ City: _____ State: _____ Zip +4: _____ Passport # _____ DriversLicState_# _____	<b>Franchise Co-Owner (if applicable)</b> Name: _____ Telephone Number: _____ Social Security Number: _____ Address: _____ City: _____ State: _____ Zip +4: _____ Passport # _____ DriversLicState_# _____
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**Initial Agreement (Initial Fee: \$ \_\_\_\_\_)**       **Renewal Agreement**

**Table of Contents** Headings are solely for convenience of reference and give no effect in construction or interpretation of Agreement.

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\*\*\*\*\*

The person(s) identified above will be referred to in this Franchise Agreement as “you,” “your,” “owner,” “operator” or “Franchisee” as the context requires.

This Franchise Agreement is made between you and CP Franchising, LLC, referred to in this Franchise Agreement as “we,” “us,” “our” or “Home Office” as the context requires. We are a Delaware limited liability company. Our principal place of business is 3300 University Drive, Coral Springs, Florida 33065.

We sell and service franchises for travel agency businesses under the **CRUISE PLANNERS®** trademark, service mark and trade name (a “**CRUISE PLANNERS® Business**”). You are an independent Franchisee and will be the owner and operator of the franchised **CRUISE PLANNERS® Business** according to the following terms and conditions:

**1. DURING THE TERM YOU AGREE:**

- 1.1 **Pay Initial Fee.** To pay us a nonrecurring and nonrefundable initial franchise fee in the amount shown on page 1, which shall be due upon execution of this Franchise Agreement. The franchise fee shall be fully earned by us upon the execution of this Franchise Agreement. Notwithstanding the foregoing, if you have not attended the initial training, we may refund, at our discretion, up to 35% of the initial franchise fee if you want to terminate this Franchise Agreement and provided that you sign our standard form of general release.
- 1.2 **Abide by System Standards.** To personally review, personally operate and abide by the **CRUISE PLANNERS®** Franchise Agreement and the **CRUISE PLANNERS®** system standards, which systems standards are set forth in our operating and training materials, which we may change from time to time. **Updates to these standards may be communicated to you by any means we deem appropriate including, without limitation, using postings on our intranet site. Our electronic media version of the manual supersedes any printed version. You must check for updates daily.** No change in the **CRUISE PLANNERS®** system standards will materially change your or our obligations under this Franchise Agreement. Any material change in your or our obligations under this Franchise Agreement requires a written amendment to this Franchise Agreement signed by you and by us. The system standards as set forth in the operating and training materials constitute provisions of this Franchise Agreement as if fully set forth herein.
- 1.3 **Commence Operations.** To commence operations hereunder within 60 days of the date hereof and, upon commencement of operations, to acquire and service **CRUISE PLANNERS®** Accounts pursuant to the **CRUISE PLANNERS®** system standards. “**Accounts**” means any customer who purchases the services that **CRUISE PLANNERS®** Businesses sell including, without limitation, cruises, tours, lodging, car rentals, airline tickets, vacation packages, ground transportation arrangements and any and all travel insurance (“**Cruise and Travel Products**”) that are offered by cruise lines, airlines and other providers of travel services (“**Travel Supplier(s)**”). You agree to sell all Cruise and Travel Products purchased by your Accounts through **CRUISE PLANNERS®** exclusively and only from Travel Suppliers we approve.
- 1.4 **Maintain Insurance.** To maintain insurance of such type and with such policy limits as we may reasonably require from time to time. You will provide us with such substantiation of insurance as we may reasonably require from time to time.
- 1.5 **Indemnify and Hold Harmless.** To indemnify and hold us, our affiliates, employees and agents harmless from and against any claims arising directly or indirectly from your operation of your **CRUISE PLANNERS®** Business, which include all costs arising from such claims, including attorneys' fees and court costs.
- 1.6 **Pay Debts.** To pay when due any and all taxes, fees, fines (including, without limitation, a returned check charge, currently at \$50 per check) and the like, lawfully owed by you to any government authority or others, and to comply with any and all applicable laws, rules and regulations in the operation of your **CRUISE PLANNERS®** Business. Your failure to pay the foregoing amounts when due or when demanded is a default under the terms of this Franchise Agreement and your failure to cure such default after receiving written notice shall give us the right to terminate this Franchise Agreement 7 days following such notice.
- 1.7 **Abide by Policies re: Marks.** To ensure that all marketing and advertising you use includes our current and future trademarks, service marks and trade names as the predominant mark in all marketing and advertising including, but not limited to, print advertising, direct mail, internet web sites, social media, radio and television, in the ways we have set forth in our operating and training materials. You will only use websites, the internet and social media that use our Marks and trade name to promote your own **CRUISE PLANNERS®** Business in accordance with our standards and not for others including our franchisees. You must not use our Marks or trade

name for any other internet, website or social media purpose whatsoever. No changes with respect to the reproduction of our trademarks, service marks and trade names are permissible. You agree to include your address and telephone number and other individual contact information on all your advertising. You also agree to cease using any trademarks, service marks or trade names we determine to be no longer part of the **CRUISE PLANNERS®** system standards, including the **CRUISE PLANNERS®** trademark or trade name. During the Term hereof or thereafter, you will not use any trademark which has the word “**planner**” in connection with the words cruise(s) or travel, or any root, phonetic use, similar spelling or graphic depiction of any of the **CRUISE PLANNERS®** trademarks in anything other than the operation of your **CRUISE PLANNERS®** Business. You may not, during the Term of this Franchise Agreement, advertise in media, including web sites, not approved in advance in writing by us. You may not solicit our franchisees to leave our system either during the Term of this Franchise Agreement or any time following the termination hereof. You acknowledge and agree that the identities of our franchisees are proprietary information of ours irrespective of the source of such information. Furthermore, you must not solicit or market to any of our franchisees to buy or lease any product or service whatsoever, using any medium whatsoever without our prior written permission.

- 1.8 **Honor Accounts.** To honor the integrity of any Accounts acquired by us or by our other **CRUISE PLANNERS®** franchisees. You shall not knowingly solicit any Accounts that are presently being serviced by us or by any of our other **CRUISE PLANNERS®** franchisees. Except as described above, you are not restricted by the Franchise Agreement or any other practice or custom of ours concerning the services which you may offer or the customers whom you may solicit, unless you reside in an area where we have other franchisees who are actively promoting and marketing. In those cases we may restrict you from marketing and promoting in certain venues that other franchisees actively market. We do this through a marketing addendum to your Franchisee Agreement.
- 1.9 **Refer Interested Parties.** To refer any persons interested in acquiring **CRUISE PLANNERS®** franchise rights to our Franchise Department.
- 1.10 **Represent Yourself as Independent.** To represent yourself to the world only as an independent **CRUISE PLANNERS®** franchisee, an independently owned and operated business, and not to hold yourself out as being us, our affiliate, agent, employee, partner, joint venturer or anything other than an independent business. You have no authority whatsoever to act on our behalf or to incur any debt or other obligation on our behalf.
- 1.11 **Accept No Territory Rights.** To acknowledge and accept that we do not grant you territory rights of any kind. We may grant franchises to others and currently we may have other franchisees in close proximity to your principal place of business. You also acknowledge and agree that we grant franchises to others irrespective of the proximity of one franchise to another.
- 1.12 **Acknowledge Confidential Information.** To acknowledge and accept that nothing contained in this Franchise Agreement shall be construed to require us to divulge to you any confidential or proprietary information except for the material contained in the operating and training materials. You acknowledge that knowledge of our marketing methods, product analyses and selection, service methods, skills relating to the development and operation of a **CRUISE PLANNERS®** Business, know-how, techniques, information, trade practices, our operations manuals and other proprietary data is derived entirely from information disclosed to you by us and that such information is proprietary, confidential, and considered to be our trade secrets (“**Confidential Information**”). You agree to adhere fully and strictly to all confidentiality attached to such information and to exercise the highest degree of diligence in safeguarding Confidential Information during and after the Term of this Franchise Agreement. You shall divulge such material only to employees and only to the extent necessary to permit the effective operation of your **CRUISE PLANNERS®** Business. We require your owners, associates and employees to sign our standard form of Confidentiality, Non-Disclosure and Non-Competition Agreement

(Schedule 2). It is expressly agreed that the ownership of all of the Confidential Information is and shall remain vested solely in us.

You further agree that you:

- 1) will not use the Confidential Information in any other business or capacity;
- 2) will maintain the absolute confidentiality of the Confidential Information during and after the Term of this Franchise Agreement;
- 3) will not make unauthorized copies of any portion of the Confidential Information disclosed in any form including, but not limited to: electronic media, written form, or other tangible forms; and
- 4) will adopt and implement all reasonable procedures prescribed by us from time to time to prevent unauthorized use and/or disclosure of the Confidential Information, including restrictions on disclosure to the employees and the use of nondisclosure and non-compete agreements that we may prescribe for persons having access to Confidential Information.

However, disclosure of the Confidential Information may be made in judicial or administrative proceedings, but when and only to the extent you are legally compelled to disclose same provided that you first give us the opportunity to obtain an appropriate protective order or other assurance that the confidential nature of the material to be disclosed will be maintained.

1.13 ***Accept Competitive Restrictions.*** To offer and sell Cruise and Travel Products only through us and not, directly or indirectly, by, through or for the benefit of anyone else. Accordingly, you agree that for as long as this Franchise Agreement is in effect between you and us and, if this Agreement ends for any reason other than expiration at the end of the full Term, then for a period of 1 year following the date of such early termination, you will not, either directly or indirectly, as a proprietor, partner, investor, lender, shareholder, director, officer, member, manager, employee, principal, agent, representative, advisor, franchisor, franchisee, consultant or otherwise:

- a) engage in any business which competes directly or indirectly with the ***CRUISE PLANNERS®*** method of doing business, i.e. creating and developing a network of independent contractors that purchase or sell Cruise and Travel Products, or that offers, sells, promotes or markets Cruise or Travel Products, if such business is located: (a) at your place of business; (b) within 50 miles of your place of businesses; or (c) within 50 miles of the location of any other ***CRUISE PLANNERS®*** Business or our headquarters; and/or
- b) recruit or hire any employee of ours or an affiliate or other franchisee(s) without our or their prior written consent; and/or
- c) knowingly engage in any activity to solicit, encourage, or induce any customer doing business with any other ***CRUISE PLANNERS®*** franchisee (wherever located) to commence doing business with you, except with our prior written consent; and/or
- d) solicit, divert, take away, or interfere with any of the business, Travel Suppliers, customers, clients, contractors, trade or patronage of ours, or our affiliates, as same may exist during the Term of this Franchise Agreement, except with our prior written consent.

For purposes of the foregoing:

- i) **“Competitive Business”**: means the operation of any other business that provides the same or similar products and services customarily featured under our trademark, service marks and trade name, or that offers, sells, promotes or



markets Cruise or Travel Products, that offers or sells or that involves the business of franchising, licensing or otherwise creating and developing a network of independent cruise or travel agents that offer or sell Cruise and Travel Products.

- ii) **“Directly or indirectly”**: includes, but is not limited to, all persons (natural or otherwise) under Franchisee’s control including a person’s spouse, children, parents, brothers, sisters, any other relatives, friends, trustees, agents or associates.
- iii) **“You”**: means an individual franchisee and, for a business entity franchisee, all persons owning any ownership interest therein.

The parties agree that: (1) each of the forgoing covenants shall be construed as independent of any other covenant or provision of this Franchise Agreement; (2) the foregoing restrictions limit your right to compete only to the extent necessary to protect us from unfair competition; (3) should any part of one or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area, business activity prohibited or length of time and should such part be capable of being made enforceable by reduction of any or all thereof, that the same shall be enforced to the fullest extent permissible under the law; (4) we may, unilaterally at any time and in our sole discretion, revise any of the covenants above so as to reduce your obligations hereunder; (5) the running of any period of time specified above shall be tolled and suspended for any period of time in which you are found by a court of competent jurisdiction to have been in violation of any restrictive covenants; (6) the existence of any claim you may have against us, whether or not arising from this Franchise Agreement, shall not constitute a defense to the enforcement by us of the foregoing covenants not to compete; and (7) the competitive restrictions in this Section continue to be binding if we assign this Agreement.

You acknowledge, agree and consent: (A) that a violation of the terms of the covenants not to compete in this Franchise Agreement would result in immediate or irreparable injury to us for which no adequate remedy at law may be available; (B) to the entry of an injunction prohibiting any conduct by you in violation of the terms of the foregoing covenants not to compete; and (C) to pay all costs and expenses (including reasonable attorney’s fees at all levels) incurred by us in connection with the enforcement of the foregoing covenants not to compete.

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

- 1.14 **Pay Royalties**. To pay us the royalty fee pursuant to the formula set forth in Article 4 hereof.
- 1.15 **Pay Annual Maintenance Fee**. To pay us the Annual Maintenance Fee when due pursuant to the table set forth in Article 3.8 below.
- 1.16 **Enter Required Data**. To enter honestly and accurately on to the **CRUISE PLANNERS®** CRM (customer relationship management) system each, every and all new bookings made upon receipt of deposit and all changes or cancellations made to existing bookings (collectively, the **“Required Data”**) within 24 hours of your receipt of or knowledge of any Required Data.
- 1.17 **Purchase E&O Insurance**. To have all owners, agents, sub-agents and sales associates who will interact with Travel Suppliers and/or your customers purchase Errors & Omissions insurance from us in amounts we require each year during the Term of this Franchise Agreement.

- 1.18 ***Forfeit Commissions (if applicable).*** To forfeit any and all commissions due but not paid to you if you violate the noncompetition terms of this Franchise Agreement or abandon your franchise and fail to deliver promised goods and/or services to any Account as per your agreement with such. If you abandon your franchise or if you refuse to service any Account or if any Account contacts us for want of being able to contact you, we will take over any current bookings in process and any future bookings emanating from your franchise. We may seek compensation from you if the revenue from any booking is less than our costs for servicing the Account under terms you've negotiated. We may terminate your access to the website servicing your Accounts and/or supporting your ***CRUISE PLANNERS®*** Business if you abandon your franchise or if your franchise terminates for any reason. We reserve the right to charge fees to reactivate access to the website servicing your Account and/or supporting your ***CRUISE PLANNERS®*** Business following a time of abandonment or termination. If you fail to continuously operate your franchise, i.e. not being available and accessible to us and/or your Accounts during any 3 consecutive days without first notifying us in writing, we will treat this as an abandonment of your franchise.
- 1.19 ***Have Backup When Unable to Operate.*** To ensure your communications are monitored and answered by a qualified associate (or other person approved by us who is knowledgeable about your franchise) when you expect to be unable to continually operate your franchise; i.e. when you expect to be away from your franchise for more than 3 consecutive days.
- 1.20 ***Record Reservations.*** To immediately, honestly and accurately record your reservations/departures and your Accounts' reservations/departures on to the ***CRUISE PLANNERS®*** CRM system and according to the procedures per our operating and training materials. Documents will be sent to you by us only after you comply with the appropriate procedures and provide us with information on the appropriate forms and payment is made by you to us consistent with our system standards. For the purposes of this Franchise Agreement a "departure" is an actual departure of a person on a cruise ship or tour.
- 1.21 ***Comply with Registration Requirements.*** To obtain, present and/or display, as local law requires, your "seller of travel" registration numbers on all print advertising, marketing, websites and all other visible marketing mediums. You also agree to comply with local law with respect to any other pre-registration and renewal requirements to sell travel in your locality.
- 1.22 ***Allow Access.*** To permit us and our agents access to your books and records from time to time for audit purposes, following 24 hours advance written notice from us to you.
- 1.23 ***Be Forthright.*** That you have not been convicted by a trial court of a felony, that you have not pleaded no contest to a felony, that you have not engaged in any dishonest or unethical conduct which may adversely affect the reputation of the franchise, and that the statements and materials you made and are making to us prior to and upon your signing of this Franchise Agreement are true, complete and correct. If we later find that you made a material misstatement or misrepresentation to us regarding these statements or materials we may, in our sole discretion, terminate this Franchise Agreement and seek reimbursement for damages as allowed under the terms of the Agreement.
- 1.24 ***Provide Certification (if applicable).*** To provide us with a copy of your CLIA certificate or IATAN card 10 days prior to your signing this Franchise Agreement if you seek to qualify as a Major or Minor Experienced Travel Agent under the terms hereof. You agree to send us any new CLIA certificates or IATAN cards within 10 days of your receipt of same. For the purposes of this Franchise Agreement the following designation of categories is used based on our assessment (in our sole judgment) of your experience and other qualifications:

<b>Category</b>	<b>Definition of Category</b>
Inexperienced Travel Agent	No previous travel agent experience.
Minor Experienced Travel Agent	Holder of an International Air and Travel Agent Network card (“IATAN”) or a Cruise Line International Association certificate (“CLIA”) or travel sales experience we deem satisfactory and appropriate for intermediate experience coupled with at least \$5,000 in earned commissions for last calendar year or other sales or other experience we feel suitable for an intermediate experienced agent.
Major Experienced Travel Agent	Holder of an IATAN or a CLIA card and travel sales experience we deem satisfactory and appropriate for a high level of experience coupled with \$100,000 or more of travel sales during the previous 12 months or at least \$5,000 in earned commission for the last calendar year or other sales or other experience we feel suitable for a high level experienced agent.

- 1.25 **Pay for Training (if applicable).** To pay us our then-current charges for training that are not already included in your initial franchise fee. You and your associates must complete our training to our satisfaction.
- 1.26 **Add New Associates.** After your initial franchise purchase, to only add new associates to your business after your Cruise Planners sales volume exceeds \$100,000 per annum.
- 1.27 **Update Contact Info Timely.** To give us 30-days advance written notice of any change of your address or other contact information. We have the absolute right to approve or deny any such relocation and have the right to impose any reasonable restrictions on such relocation. After a 90-day grace period in the initial Term of this Franchise Agreement, you will pay us an administration fee of \$100 for each time we update our records. As with all amounts you owe us, we may setoff this fee against amounts we owe you.
- 1.28 **Operate Professionally.** To conduct your operations under the terms of this Franchise Agreement in good faith and to cooperate fully with us and our personnel with respect to the systems standards set forth in our operating and training materials. Our interpretation of the system standards shall control in all cases. You shall conduct your operations and present yourself to your Accounts in a trustworthy, ethical, honest, helpful, courteous and cheerful manner at all times. You shall not employ or engage more than 3 travel agents and/or associates, not counting you as an owner/franchisee.
- 1.29 **Sign Guaranty (if applicable).** To have each owner sign and deliver our Principal Owners Guaranty (Schedule 1) if at any time you become a Business Entity (a corporation, limited liability company, partnership or similar entity), undertaking to be bound jointly and severally by all provisions of this Franchise Agreement and any other agreements between us, and to have each travel agent or associate you employ or engage sign and deliver our Confidentiality, Non-Disclosure and Non-Competition Agreement (Schedule 2). We may require you to designate a spokesperson for all communications with us.
- 1.30 **Assume Risk if Non-approved Vendor Used.** To acknowledge and agree that if there are any Travel Suppliers for which we will not take bookings for any reason we deem appropriate, we may withdraw these Travel Suppliers from our preferred vendor list. Any bookings with such Travel Suppliers shall be at your own risk and peril. Irrespective of whether you use any of our approved vendors, revenue you derive from such use is nevertheless subject to royalty and other fees under the terms of this Franchise Agreement. All checks and other payments from Travel

Suppliers must be direct and made payable to us. You must submit any such checks or other payments to us without offset or deduction.

1.31 ***Abide by Default and Termination Provisions.*** To observe and abide by the following default and termination provisions which give us the right to terminate this Franchise Agreement upon delivery of written notice of termination to you if:

- 1.31.1 You fail to complete initial training to our satisfaction;
- 1.31.2 You surrender or transfer control of the operation of the franchise without our prior written consent;
- 1.31.3 You (or any of your owners and/or associates) made any material misrepresentation or omission in connection with your purchase of the franchise;
- 1.31.4 You (or any of your owners and/or associates) are or have been convicted by a trial court of, or plead or have pleaded no contest to a felony;
- 1.31.5 You (or any of your owners and/or associates) engage in any dishonest or unethical conduct which may adversely affect the reputation of the franchise or the goodwill associated with the Marks;
- 1.31.6 You (or any of your owners and/or associates) make an unauthorized assignment of this Franchise Agreement or of an ownership interest in you (if a Business Entity) or any share ownership of the franchise;
- 1.31.7 You (or any of your owners and/or associates) make any unauthorized use of, or disclose, any Confidential Information;
- 1.31.8 You fail to make payments of any amounts due to us (under this Agreement or otherwise) and do not correct such failure within 7 days after written notice of such failure is delivered to you;
- 1.31.9 You fail to have Gross Commissionable Revenues of \$100,000 at the end of the first year of the Term hereof and represented to us that in all other respects you qualified as an “experienced travel agent”;
- 1.31.10 You fail to have annual Gross Commissionable Revenues of at least \$50,000 at the end of the third year of the Term hereof and each year thereafter including successor franchise agreements with us;
- 1.31.11 You fail to pay when due any federal or state income, service, sales or other taxes due on the operations of the franchise unless you are, in good faith, legally contesting your liability for such taxes;
- 1.31.12 You (or any of your owners and/or associates) fail to comply with any other provision of this Franchise Agreement, any other agreement or promissory note with us, or our system standards, and do not correct such failure within 30 days after written notice of such failure to comply is delivered to you;
- 1.31.13 You (or any of your owners and/or associates) fail on 3 or more separate occasions within any period of 12 consecutive months to: (a) submit when due reports or other data, information or supporting records; (b) to pay when due any amounts due to us; or (c) to comply with this Franchise Agreement or any other agreement or promissory note with us, whether or not such failures to comply were corrected after written notice of such failure was delivered to you;

- 1.31.14 You make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; or you consent to a receiver, trustee or liquidator for all or the substantial part of your property; or the franchise is attached, seized, subjected to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within 30 days; or any order appointing a receiver, trustee or liquidator of you or the franchise is not vacated within 30 days following the entry of such order; or you or any of your owners file bankruptcy or reorganization under applicable bankruptcy codes; or such is filed against you or them and is not dismissed within 30 days of filing;
- 1.31.15 You fail to honestly, accurately and without delay record any required information or data on to the **CRUISE PLANNERS®** CRM system.
- 1.32 **Use Electronic Mail.** You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may use e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors, and affiliates (“**Official Senders**”) to you during the Term of this Agreement.
- You further agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your officers, directors, and employees to give their consent to Official Senders’ transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term of this Agreement.
- 2. WE AGREE:**
- 2.1 **Train You.** To train you in the operation of the **CRUISE PLANNERS®** franchise at no additional charge, unless you are a Major Experienced Travel Agent. In that case we agree to train you at our current fees for doing so. Such training shall consist of a 5 workday training program to be conducted at a training site near our principal place of business. At your request or as we shall reasonably require, you (or a person for whom you or we request training) will attend additional seminars and pay us additional seminar fees as we reasonably shall determine. With respect to airfare, we will reimburse you up to \$500 towards the lowest coach fare from your market for one airline ticket purchased at least 14 days prior to travel date only if you paid us the initial franchise fee of \$9,995 for Inexperienced Travel Agents. Note that ancillary costs are not and shall not be included in reimbursed amounts. For other persons you wish us to train for you, you must pay our then-current training charges. You shall be responsible for the training costs of anyone else you wish us to train. We may limit the number of your associates that may attend our initial training with you.
- 2.2 **Allow You to Use Operating and Training Materials.** To allow you to possess and use our operating and training materials as they may exist from time to time (which means they may change from time to time); either in written form or in some form of electronic media or both. You may not reproduce the operating and training materials in any way, shape or form. You may not videotape or tape record our training sessions. All materials we provide for you to use in the operation of your franchise remain our property and are protected by our copyrights in same, irrespective of whether we record these materials with the Copyright Office.
- 2.3 **Determine Your Revenue per Formula.** To determine “Your Gross Revenue” pursuant to the formula set forth in Article 4 hereof. The term “Your Gross Revenue” is defined in Article 4.1 below.

- 2.4 ***Pay Referral Bonuses.*** To pay you a referral bonus (currently \$300 per person) for any party whose name you refer to us in writing prior to any contact we have with that party, who was previously unknown to us, who becomes an independent **CRUISE PLANNERS®** franchisee and who is an experienced travel agent. We will pay you a referral bonus (currently \$750 per person) for any party whose name you refer to us in writing prior to any contact we have with that party, who was previously unknown to us, who becomes an independent **CRUISE PLANNERS®** franchisee and who is not an experienced travel agent. In either case, a party may become an independent **CRUISE PLANNERS®** franchisee only by signing our then-current **CRUISE PLANNERS®** Franchise Agreement and by paying us the then-current franchise fee.
- 2.5 ***Honor Your Accounts.*** To honor, to the best of our ability, the integrity of any Accounts acquired by you and to have our other **CRUISE PLANNERS®** franchisees honor the integrity of your Accounts. Neither we nor our other **CRUISE PLANNERS®** franchisees shall solicit any Accounts that are presently being serviced by you except for unintentional contact and notices that we do not have a means of policing.
- 2.6 ***Charge Additional Fees.*** To charge you and you agree to pay us the following fees on a per person basis: (i) an annual technology fee to offset a portion of our investment in technology; This fee is currently \$60 per person per year and is due upon their joining you and in advance on each anniversary of this Agreement. We will waive the technology fee for one person in your franchise per year. (ii) an E&O insurance premium for each person in your franchise. This premium is currently \$150 per person per year and is due upon their joining you and in advance on each anniversary of this Agreement.

Your associates must purchase the E&O insurance and obtain the rights to access our technology from us (or you must obtain it for them from us), and they must sign any and all agreements that we may require from time to time to accomplish this. Failure to disclose these associates to us and comply with the foregoing requirements is a breach of the Franchise Agreement.

- 2.7 ***Acknowledge Limitations and Obligations.*** To acknowledge that we have no control over your selling activity except as provided in this Franchise Agreement and the **CRUISE PLANNERS®** system standards and operating and training materials, or by a separate marketing addendum signed by both parties. We agree to fulfill and account for all travel bookings placed by you on behalf of your Accounts pursuant to the procedures set forth in our operating and training materials. We are obligated only to fulfilling travel bookings at supplier companies' published prices or current price-list prices under our current payment and collection terms. We are not obligated to fulfill orders for travel bookings that have been discontinued by the supplier companies. All orders are subject to our acceptance. All orders may be canceled by you or your Accounts as long as the terms of cancellation indemnify us against loss. Documents for travel bookings will be sent directly to you for your cruises or other travel or your Accounts' cruises or other travel following our receipt of Account information and payment from you and/or the Accounts.

### **3. YOU AND WE MUTUALLY AGREE:**

- 3.1 ***Representations and Agreements.*** That this Franchise Agreement and the **CRUISE PLANNERS®** system standards are the full agreement between you and us and that neither you nor we have made additional promises, representations, guarantees or agreements of any kind that are not committed to in writing, referenced herein and attached hereto. We do not disclaim any of our representations in the Franchise Disclosure Document.
- 3.2 ***Forum for Disputes.*** That this Franchise Agreement shall be governed by the laws of Florida and that state and federal courts nearest our principal place of business in and for Broward County, Florida shall be the sole and only forum for settling any disputes between you and us without reference to choice of law or choice of forum rules. In the event of any litigation

between us, the prevailing party shall be entitled to recover its costs and expenses thereof including reasonable attorneys' fees, at all trial and appellate levels.

- 3.3 **Issues re: Invalid Provisions (if applicable).** That if any part of this Franchise Agreement is unenforceable or invalid, this Franchise Agreement shall be ineffective and unenforceable only to the extent of such provision and the validity of the remaining provisions of this Franchise Agreement shall not be affected.
- 3.4 **Requirements Regarding Notice.** That all notices shall be in writing, and such notices shall be deemed given when delivered in person or when deposited in the United States mail, return receipt requested, or with a national overnight delivery service providing receipt of delivery to either party at the address provided in this Franchise Agreement, or at the time delivered via computer or facsimile transmission. We may deliver notices to you via electronic mail (which will be deemed in writing) at the e-mail address we customarily use to communicate with you. E-mail notices relating to this Agreement from you must be sent to the e-mail address for our chief financial officer.
- 3.5 **Provisions for Acceptance of Agreement.** That this Franchise Agreement is subject to acceptance by us at our principal place of business via execution by our duly authorized officer and is subject to our collecting the initial franchise fee.
- 3.6 **Duration of Agreement.** That the term of this Franchise Agreement begins on the Contract Effective Date we specify below and ends at the end of the third Fiscal Year as defined below (the "**Term**"). However, we may terminate it earlier in accordance with Article 1.30.
- 3.7 **Terms for Renewal of Agreement.** That this Franchise Agreement expires at the end of the Term. This Franchise Agreement will automatically renew for an additional 3 year period if before the expiration of this Franchise Agreement: (a) neither you nor we have given written notice of an intention **not** to renew at least 30 days prior to the end of the Term, (b) you and we execute our then-current franchise agreement which may contain materially different terms from those set forth herein; and (c) you pay us all outstanding fees (including the Year 3 annual maintenance fee) and renew your E&O policy with us and pay the then-current fee we charge for it. Regardless of the date you or we sign the renewal of the Franchise Agreement, it shall be deemed effective as of the day immediately following the expiration date of the expiring Franchise Agreement.

3.8 **Annual Maintenance Fees.** That prior to the anniversary of the Effective Date of this Franchise Agreement, you shall pay us your annual E&O policy premium (currently \$150) and an annual maintenance fee in the amount set forth below:

	If your Gross Commissionable Revenues (based on non-cumulative fiscal year revenues) are		
	Under \$75K	\$75K - \$100K	Over \$100K
Then, your annual maintenance fee is-			
First FISCAL Year, except for Major Experienced Travel Agents*	\$500	No Charge	No Charge
Second and Renewing and Subsequent FISCAL Years, except for Major Experienced Travel Agents	\$1,000	\$500	No Charge
First and Renewing and Subsequent FISCAL Years for Major Experienced Travel Agents	\$2,000	\$1,000	No Charge

\* The First Fiscal Year begins on the first day of the first month following the Contract Effective Date for Major Experienced Travel Agents and for others on the first day of the first month following completion of initial training (the "**Anniversary Date**"). Each Fiscal Year ends on the last day of the 12th month after its Anniversary Date. Each Fiscal Year runs for that same 12-month period thereafter.

3.9 **Conditions for Transferring Agreement.** We may freely transfer our rights and obligations under this Agreement. Your rights under this Franchise Agreement are transferable by you, but only if you give us reasonable written notice of not less than 30 days, subject to our rights to: (a) approve or disapprove any proposed transferee of yours; and (b) charge reasonable transfer and training fees (maximum \$9,995) to cover our costs associated with documenting the transfer, approving your transferee and training one (1) transferee. We may charge our standard fee for training additional transferees.

3.9.1 **Transfer to a Business Entity.** If you are in full compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than the **CRUISE PLANNERS®** Business and, if applicable, other **CRUISE PLANNERS®** Businesses so long as you own, control and have the right to vote all of its issued and outstanding ownership interests (like stock or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that all proposed owners sign the Principal Owners Guaranty, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of the your obligations under this Agreement. Notwithstanding the foregoing, you or your owners may not consist of more than 2 individual parties at any time and the Business Entity (directly or indirectly) cannot have more than 2 owners, members, partners or shareholders. At our request you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your owners and agents (such as articles of incorporation or organization and partnership, operating or shareholder agreements or similar documents.)



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

- i) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest of a Business Entity;
- ii) merger or consolidation or issuance of additional securities or other forms of ownership interest;
- iii) any sale of a security convertible to an ownership interest;
- iv) transfer of an interest in you, this Agreement, the **CRUISE PLANNERS®** Business or substantially all of its assets, or your owners in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law;
- v) if you, one of your owners, or an owner of one of your owners dies, a transfer of an interest in you, this Agreement, the **CRUISE PLANNERS®** Business or substantially all of its assets, or your owner by will, declaration of or transfer in trust, or under the laws of intestate succession; or
- vi) pledge of this Agreement (to someone other than us) or of an ownership interest in you or your owners as security, foreclosure upon the **CRUISE PLANNERS®** Business, or your transfer, surrender, or loss of the **CRUISE PLANNERS®** Business's possession, control, or management.

3.10 **Responsibilities at Termination.** That you shall complete all bookings in progress prior to the time of termination otherwise we shall control all pending bookings upon your termination or non-renewal. You will not be compensated for pending bookings that we must complete by virtue of your termination of this Franchise Agreement. If we terminated your access to our CRM system prior to completing your bookings you shall manually complete same by timely transmitting information to us electronically or other means we deem appropriate. Within 5 working days of any termination or expiration of this Franchise Agreement you must return to us, at your expense, anything we gave to you for the operation of your business irrespective of whether it is proprietary to us. We have the right to withhold payments to you under the terms of this Franchise Agreement until you comply with this provision.

3.11 **Requirements re: E&O Insurance.** That upon on signing this Franchise Agreement and each anniversary date of this Franchise Agreement thereafter you shall pay us our then-current Errors and Omissions insurance premium per person to be added to our Errors and Omissions insurance policy. You may not conduct business as a **CRUISE PLANNERS®** franchisee without paying this premium and without being on our Errors and Omissions insurance policy.

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

#### **4. ROYALTY FEE:**

4.1 **Definition.** As used in this Franchise Agreement, the term “Your Gross Revenue” means all commissions you derive from “Gross Commissionable Revenues,” which are the gross amounts quoted by Travel Suppliers for Cruise and Travel Products while operating the **CRUISE PLANNERS®** franchise in accordance with the **CRUISE PLANNERS®** system standards including, but not limited to, all amounts you receive by virtue of any travel selling activity in, at, from, arising out of or away from your principal place of business, and whether by cash, check, barter, trade-in, credit transactions or otherwise, and whether from sales, rentals, services

performed or special orders and whether from wholesale, retail, export or otherwise, but excluding all federal, state or municipal sales taxes, use taxes or service taxes collected from customers and paid to the appropriate taxing authority. Refunds, adjustments, credits and allowances actually made by you in compliance with **CRUISE PLANNERS®** system standards shall be excluded from Gross Commissionable Revenues. You may not keep cash or checks paid to you. **All monies collected by you must be paid by money orders or certified checks payable to Cruise Planners and forwarded to us immediately following your receipt of same. Discounts given by you to customers will not be considered with respect to the term "Your Gross Revenue."**

- 4.2 **Requirements.** You shall book all travel directly with the Travel Suppliers using the instructions set forth by each supplier or instructions located on our **CRUISE PLANNERS®** CRM system. You shall use our telephone number as the agent code for such bookings. Although all commission payments from Travel Suppliers shall be processed through us, it is your responsibility to collect past-due commission payments based on such bookings because you shall be ultimately responsible for working directly with the Travel Suppliers to address and resolve underpayments or lack of payments for you from them. You shall pay us a royalty based on a percentage of Gross Commissionable Revenues (which we shall collect as provided below) that varies depending on the commissionable rate paid by the Travel Supplier as follows: (a) for commissionable rates of 6% or more, the royalty is 3%; (b) for commissionable rates of less than 6%, the royalty is 1.5%; and (c) if you do not book travel using the **CRUISE PLANNERS®** CRM system or from a Travel Supplier we have not approved, then you must pay us a royalty fee of 10% of the Gross Commissionable Revenues for such bookings (instead of 3% as described above and without limiting any other remedies we have as a result of the violations) due immediately on notice from us. If you inform us of such bookings prior to our discovery of them, then we will not charge the extra 7% royalty and only the 3% or 1.5% royalty, as appropriate, will be due. Royalties are due to us on the 1st and 15th day of each month, except that we may setoff all Royalties otherwise due us at any time prior to our remittance of amounts due you as described in Section 4.4 below.
- 4.3 **Terms and Conditions.** Based on cruise line policy, when by your efforts Your Gross Revenue results in any bonuses or tour conductors being issued by a Travel Supplier, you shall receive the benefit of the bonus or tour conductor. **YOU MUST BE A CRUISE PLANNERS® FRANCHISEE UNDER AN EFFECTIVE FRANCHISE AGREEMENT WITH US AND MUST NOT BE IN DEFAULT OF THE TERMS THEREOF AT THE TIME THE BENEFIT OF ANY BONUS OR TOUR CONDUCTOR IS DELIVERABLE TO YOU. OTHERWISE YOU WAIVE AND FORFEIT ANY SUCH BENEFIT.** We shall keep any bonuses or tour conductors (as well as overrides, bonuses, overages and ad allowances which are only available to us) that are paid to us by the cruise lines or other Travel Suppliers where your efforts alone did not result in the issuance of a bonus or tour conductor. Bonuses and tour conductors received from the cruise lines or other Travel Suppliers due in their entirety as a direct result of your efforts alone will be paid to you. **YOU MAY NOT CONSOLIDATE OR POOL YOUR GROSS REVENUE WITH THAT OF ANOTHER FRANCHISEE TO QUALIFY FOR BONUSSES OR TOUR CONDUCTORS FOR WHICH YOU DON'T SEPARATELY QUALIFY.** We shall make collection on the cruise lines and Travel Suppliers on behalf of your Accounts even though you shall be ultimately responsible for working directly with the Travel Suppliers to address and resolve underpayments or lack of payments for you from them. It is the cruise lines and Travel Suppliers, and not us, who set the requirements for tour conductors. You must personally meet the cruise line and Travel Supplier requirements to be eligible.
- 4.4 **Remittance.** We will net the royalty fee and any other amounts due to us from Your Gross Revenue and send you the remainder of the commissions earned from your Gross Commissionable Revenues as set forth in Article 4.1 above after you record the reservation on our business management software, after the Account's departure and after our receipt of commission payment in full from the Travel Supplier. Royalties are due and payable and payments will be remitted to you on: (a) the 15th day of the month for commissions meeting all 3

of these requirements (reservation recorded, booking departed and payment received) between the first and 14th day of the same month; and (b) on the 1st day of the subsequent month for commissions meeting all 3 of these requirements (reservation recorded, booking departed and payment received) between the 15th and last day of the month. You will forfeit any commissions we have held for you for any 6-month period if you do not properly record the bookings onto our business management software during that time.

**5. APPROVED PRODUCTS AND SPECIFICATIONS**

5.1 **Approved Travel Products and Services.** You agree to offer and sell the Cruise and Travel Products that we approve and make available through our website. We may change, add to or remove products, supplies or any other type of item or service from being included as approved travel products and services as we deem necessary, in our sole discretion, from time to time. Specifically, you agree to offer and sell the travel services from the approved Travel Suppliers including the cruise lines that we provide booking tools available on our website. In addition, you agree to only sell the travel insurance that we designate from the approved insurer that we designate from time to time. You will immediately implement changes to enable you to market and sell the travel products and services that we approve from time to time.

5.2 **Approved Suppliers.** We may be the only approved supplier of certain approved travel products and services that we designate from time to time. We may also limit the number of approved suppliers with whom you may deal, designate sources that you must use, and/or refuse any requests for alternative suppliers for any reason, including that we have already designated an exclusive source, or a limited number of exclusive sources (which might be an affiliate). We will receive commissions from Travel Suppliers based on travel sales and may receive compensation from approved Travel Suppliers based on sales to other franchisees.

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

**EACH OF THE UNDERSIGNED PARTIES WARRANTS AND REPRESENTS THAT HE/SHE HAS NOT RELIED UPON ANY GUARANTEES CONCERNING REVENUE, PROFIT OR THE SUCCESS OF THIS FRANCHISE IN SO SIGNING. EACH OF THE UNDERSIGNED INDIVIDUALS, REGARDLESS OF ANY CAPACITY CLAIMED IN THE FRANCHISEE COMPANY, INDIVIDUALLY, JOINTLY AND SEVERALLY GUARANTY PERFORMANCE AND PAYMENT UNDER THE TERMS OF THIS FRANCHISE AGREEMENT.**

**ACKNOWLEDGED AND AGREED:  
BY YOU:**

\_\_\_\_\_/s/

\_\_\_\_\_  
(Name printed), individually

SS#: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_/s/

\_\_\_\_\_  
(Name printed), individually

SS#: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Entity Name

\_\_\_\_\_  
/s/

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

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

Federal Tax ID # \_\_\_\_\_

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

**BY CP FRANCHISING, LLC:**

\_\_\_\_\_  
/s/

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

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

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

**Contract Effective Date:** \_\_\_\_\_

**SCHEDULE 1  
TO THE CRUISE PLANNERS® FRANCHISE AGREEMENT**

**PRINCIPAL OWNERS GUARANTY**

This Guaranty must be signed by the principal owners referred to as “**you**” for purposes of this Guaranty (the “**Business Entity**”) under the Franchise Agreement dated \_\_\_\_\_ (the “**Agreement**”) and/or any Promissory Note (the “**Note**”) with **CP FRANCHISING, LLC** (“**us,**” or “**our**” or “**we**”).

1. **Scope of Guaranty.** In consideration of and as an inducement to our signing and delivering the Agreement and/or the Note each of you signing this Guaranty personally and unconditionally: (a) guarantee to us and our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and/or the Note; and (b) agree to be personally bound by and personally liable for the breach of each and every provision in the Agreement and/or the Note.

2. **Waivers.** Each of you waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. **Consents and Agreements.** Each of you consent and agree that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement and/or the Note upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Business Entity or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the Term of the Agreement and/or the Note and, if required by the Agreement and/or the Note, after its termination or expiration.

4. **Enforcement Costs.** If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants’, attorneys’, attorneys’ assistants’, arbitrators’, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Effectiveness.** Your obligations under this Guaranty are effective as of the Agreement and/or the Note Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement and/or the Note. This Guaranty is governed by Florida law and we may enforce our rights regarding it in the courts of Broward County, Florida. Each of you irrevocably submits to the jurisdiction and venue of such courts.

Each of you now sign and deliver this Guaranty effective as of the date of the Agreement and/or the Note regardless of the actual date of signature.

**PERCENTAGE OF OWNERSHIP  
INTEREST IN BUSINESS ENTITY**

**GUARANTORS**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_/s/  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
  
\_\_\_\_\_/s/  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
  
\_\_\_\_\_/s/  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_



**SCHEDULE 2  
TO THE CRUISE PLANNERS® FRANCHISE AGREEMENT**

**CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETITION AGREEMENT**

Agreement, dated \_\_\_\_\_ by and between \_\_\_\_\_  
 (“Franchisee”) and \_\_\_\_\_ (“Associate,” “Employee,” “I,” “me” or  
 “my”).

Franchisee and *CP FRANCHISING, LLC*, a Delaware limited liability company (“Franchisor”), have entered into a certain Franchise Agreement dated \_\_\_\_\_ (the “Franchise Agreement”) with regards to the operation of a *CRUISE PLANNERS®* Business under the *CRUISE PLANNERS®* System. The individual identified above, in consideration of the receipt and/or use of information proprietary to the Franchisor and employment by or association with Franchisee, agrees with Franchisee as follows:

**SECTION 1. DEFINITION OF CONFIDENTIAL INFORMATION**

As used in this Agreement the term “**Confidential Information**” means: 1) proprietary information of the *CRUISE PLANNERS®* System; 2) information marked or designated by Franchisor as confidential; 3) information, whether or not in written form and whether or not designated as confidential, which is known to me as being treated by Franchisor as confidential; and 4) information provided to Franchisee by Franchisor which Franchisee is obligated to keep confidential. Confidential Information includes, but is not limited to: ideas; designs; specifications; techniques; data; programs; documentation; processes; know-how; customer lists; marketing plans; and financial and technical information.

**SECTION 2. OWNERSHIP**

I acknowledge that all Confidential Information is and shall continue to be the exclusive property of Franchisor, whether or not disclosed or entrusted to me in connection with my services for Franchisee.

**SECTION 3. ACKNOWLEDGMENT OF RECEIPT OF CONFIDENTIAL INFORMATION**

I acknowledge that by virtue of my relationship with Franchisee I will have access to Confidential Information and I agree, in addition to the specific covenants contained in this Agreement, to comply with all policies and procedures for the protection of Confidential Information.

**SECTION 4. ACKNOWLEDGMENT OF IRREPARABLE HARM**

I acknowledge that any unauthorized disclosure of Confidential Information will cause irreparable harm to Franchisor.

**SECTION 5. COVENANT OF NON-DISCLOSURE**

I agree not to disclose Confidential Information directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of Franchisee and/or Franchisor.

**SECTION 6. COVENANT OF NON-USE**

I agree that I will not copy, transmit, reproduce, summarize, quote, or make any commercial or other use whatsoever of Confidential Information except as may be necessary to perform my duties for Franchisee.

## **SECTION 7. SAFEGUARDING OF CONFIDENTIAL INFORMATION**

I agree to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure and agree generally to take all steps necessary to ensure the maintenance of the confidentiality.

## **SECTION 8. EXCLUSIONS**

This Agreement shall not apply to any information now or hereafter voluntarily disseminated by Franchisor to the public or which otherwise becomes part of the public domain through lawful means.

## **SECTION 9. RETURN OF CONFIDENTIAL INFORMATION**

Upon termination of my relationship with Franchisee I will deliver promptly to Franchisee, as requested, all Confidential Information in whatever form that same may be in my possession or under my control.

## **SECTION 10. DURATION**

The obligations set forth above in this Agreement will continue beyond the term of my service to Franchisee and for so long as I possess, in any manner or form, Confidential Information.

## **SECTION 11. NON-COMPETITION**

I agree that during the course of my relationship with Franchisee, I shall not, either directly or indirectly:

(a) engage in any Competitive Business, either as a proprietor, partner, investor, officer, director, shareholder, member, manager, principal, representative, advisor, employee, agent, lender, broker, franchisor, franchisee, consultant, or otherwise if such business is located at the location of Franchisee's *CRUISE PLANNERS*® business, or within 50 miles of the Franchisee's business or of the headquarters of the Franchisor;

(b) recruit or hire any employee of the Franchisee or of the Franchisor without their prior written consent;

(c) knowingly engage in any activity to solicit, encourage or induce any customer doing business with the Franchisee or the Franchisor (wherever located) to commence doing business with me or my employer or associate, except with their prior written consent; and/or

(d) solicit, divert, take away or interfere with any of the business, customers, clients, suppliers, contractors, trade or patronage of the Franchisee or of the Franchisor, as the same may exist while I was associated with the Franchisee, except with the Franchisee's and/or Franchisor's prior written consent.

It is the intention of this provision to preclude not only direct competition but also: (a) all forms of indirect competition for Competitive Businesses; or (b) service as an owner, employee or independent contractor for a Competitive Business; or (c) as a consultant for such Competitive Business; or (d) any assistance or transmission of information of any kind or nature whatsoever which would be of any material assistance to a Competitive Business.

For purposes of the foregoing:

(i) “**Competitive Business**” means any business operating, or awarding franchises or licenses to others to operate, or the operation of any business that provides the same or similar services



customarily offered under the *CRUISE PLANNERS*® system or that offers, sells, promotes or markets cruises, tours, lodging, car rentals, airline tickets, vacation packages, ground transportation arrangements and any and all travel insurance ("**Cruise and Travel Product(s)**").

(ii) "**directly or indirectly**" includes, but is not limited to, all persons, businesses and entities (natural or otherwise) under my control, and that person's spouse, children, parents, brothers, sisters, any other relatives, friends, trustees, agents or associates.

Nothing herein shall prevent me from owning for investment purposes up to an aggregate of 2% of the capital stock of any such competitive business provided that such business is a publicly-held corporation whose stock is listed and traded on a national or regional stock exchange or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), provided that I do not control any such company.

## **SECTION 12. NO DEFENSE**

The existence of any claim or cause of action I may have against the Franchisor and/or Franchisee predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by the Franchisor and/or Franchisee of this Agreement. Any failure to object to any conduct I may take in violation of this Agreement shall not be deemed a waiver. Franchisor and/or Franchisee may specifically waive any part or all of this Agreement to the extent that such waiver is set forth in writing.

## **SECTION 13. INVALIDITY**

If all or any portion of the foregoing covenant not to compete set forth in Section 11 is held unreasonable, void, vague, or illegal by any court or agency having valid jurisdiction in any unappealed final decision to which Franchisee and/or Franchisor is a party, the court or agency shall be empowered to revise and/or construe said covenant so as to cause same to fall within permissible legal limits and shall not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part hereof.

## **SECTION 14. NO HARDSHIP**

I acknowledge and confirm that the length of the Term and geographical restrictions contained in Section 11 are fair and reasonable and not the result of overreaching, duress or coercion of any kind. I further acknowledge and confirm my full, uninhibited and faithful observance that each of the covenants contained in this Agreement will not cause any undue hardship, financial or otherwise, and that the enforcement of each of the covenants contained in this Agreement will not impair my ability to obtain employment or otherwise obtain income required for my comfortable support and that of my family and the satisfaction of the needs of my creditors. I acknowledge and confirm that my special knowledge of the business under the *CRUISE PLANNERS*® System is such as would cause the Franchisor and Franchisee serious injury and loss if I (or anyone acquiring such knowledge through me) were to use such ability and knowledge to the benefit of a competitor or were to compete with the Franchisor and Franchisee.

## **SECTION 15. TOLLING**

In the event of any legal action or other proceeding for the enforcement of this Agreement, the time for calculating the term of the restrictions therein shall not include the period of time commencing with the filing of legal action or other proceeding to enforce the terms of this Agreement hereof through the date of final judgment or final resolution including all appeals, if any, of such legal action or other proceeding.

**SECTION 16. BENEFIT**

I agree and acknowledge that Franchisor shall be a third party beneficiary of my obligations hereunder and Franchisor shall be entitled to all rights and remedies conferred upon the Franchisee hereunder, which Franchisor may enforce directly against me with or without the consent or joinder of Franchisee. Furthermore, I agree that this Agreement will be valid and remain binding if it is assigned by Franchisee

**SECTION 17. BINDING EFFECT**

All of the terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by me, Franchisee and Franchisor and their respective legal representatives, heirs, successors and assigns.

**SECTION 18. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the state of Florida without regard to principles of conflicts of laws. Without limiting the jurisdiction or venue of any other federal or state courts I irrevocably and unconditionally: (a) agree that any legal proceeding relating to this Agreement may be brought in the state courts in the county where Franchisor maintains its principal place of business or the District Court of the United States, for the district where Franchisor maintains its principal place of business; (b) consent to the jurisdiction of each such court; (c) waive any objection to the laying of venue of any proceeding in any of such courts; and (d) agree that service of any court paper may be effected on me by mail or in such other manner as may be provided under applicable laws in Florida.

**SECTION 19. REMEDIES**

If I fail to abide by this Agreement, Franchisor and/or Franchisee will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, to judgment for damages caused by my breach, to any other remedies provided by applicable law and to payment of all of its costs and expenses in pursuing such remedies including its attorneys' fees, at all trial and appellate levels.

I represent that I have read and understand the terms of this Agreement and agree to be bound hereby.

**“FRANCHISEE”**

**“PRINCIPAL OWNER OR EMPLOYEE”**

\_\_\_\_\_/s/

\_\_\_\_\_/s/

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

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

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

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



**SCHEDULE 3**  
**TO THE CRUISE PLANNERS® FRANCHISE AGREEMENT**  
**PROMISSORY NOTE**

Principal Amount: **\$4,995**

Date: \_\_\_\_\_, 201\_\_

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_ (“the Makers”) hereby promise to pay to the order of CP Franchising, LLC dba Cruise Planners, 3300 University Drive, Coral Springs, Florida 33065 (“the Holder”) the principal sum of four thousand nine hundred ninety five dollars (\$4,995) (“the Principal Amount”), together with interest thereon at the rate of 9.25% per annum on the unpaid balance, on \_\_\_\_\_, 201\_\_ (“the Due Date”).

The Principal Amount shall be used to pay the outstanding portion of the initial franchise fee as described in Section 1.1 of the Cruise Planners Franchise Agreement (“the Franchise Agreement”).

All payments shall be first applied to interest and the balance to principal. This promissory note (“the Note”) may be prepaid, at any time, in whole or in part, without penalty, provided that the full Principal Amount is repaid in full by the Due Date.

The Note shall at the option of any holder thereof be immediately due and payable upon the occurrence of any of the following:

1. The breach of any condition of the Note or any related or underlying agreement entered into between the parties to the Note.
2. The breach by the Makers of any terms or conditions of the Franchise Agreement.
3. The death, incapacity, dissolution or liquidation of any of the Makers, or any endorser, guarantor to surety hereto.
4. The filing by the Makers of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within ten (10) calendar days.

The right is reserved to the Makers to repay to the Holder the whole or any part of the Principal Amount prior to the Due Date upon giving the Holder seven (7) calendar days' written notice of its intention to make repayment and of the amount so to be repaid and such amount of the Principal Amount shall then become repayable on the date so specified for repayment.

The right is reserved for the Holder to offset any monies owed to the Makers against the Principal Amount.

In the event the Note shall be in default and the Holder engages an attorney or collection agency for collection, then the Makers agree to pay all reasonable attorneys' fees, agency fees and costs of collection.

Although this Note is signed below by more than one person, each of the undersigned understand that they are each as individuals responsible and jointly and severally liable for paying back the full Principal Amount

The Makers and Holder and all other parties, if any, to this Note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this Note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder for this Note.

No modification or indulgence by the Holder hereof shall be binding unless in writing and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned and each of the undersigned does hereby irrevocably grant to each



of the others a power of attorney to enter into any such modification on their behalf. The rights of the Holder hereof shall be cumulative and not necessarily successive.

This Note shall not be assignable by the Makers or the Holder without the express written consent of the remaining parties hereunder.

This Note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Florida.

In witness whereof the parties have hereunto set their hands and seals as of the date first written above.

\_\_\_\_\_  
Name of Maker:

\_\_\_\_\_  
Name of Co-Maker:



**CREDIT CARD AUTHORIZATION FORM**

By completing and returning this form you agree to pay the amount authorized by you below. You also agree that the credit card number you provide is the form of payment you are instructing Cruise Planners to charge.

<b>Select card:</b> <input type="checkbox"/> AMEX <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <b>Is this a debit card?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
---

Name on credit card:
Credit card number:
Expiration date:
Security code (3-4 digits on back):

Payment Date	Payment Amount	Interest Payment	Principal Payment	Ending Principal Balance
Month 1	\$437.40	\$38.50	\$398.90	\$4,596.10
Month 2	\$437.40	\$35.43	\$401.97	\$4,194.13
Month 3	\$437.40	\$32.33	\$405.07	\$3,789.06
Month 4	\$437.40	\$29.21	\$408.19	\$3,380.87
Month 5	\$437.40	\$26.06	\$411.34	\$2,969.53
Month 6	\$437.40	\$22.89	\$414.51	\$2,555.02
Month 7	\$437.40	\$19.69	\$417.71	\$2,137.31
Month 8	\$437.40	\$16.48	\$420.92	\$1,716.39
Month 9	\$437.40	\$13.23	\$424.17	\$1,292.22
Month 10	\$437.40	\$9.96	\$427.44	\$864.78
Month 11	\$437.40	\$6.67	\$430.73	\$434.05
Month 12	\$437.40	\$3.35	\$434.05	\$0.00

By signing and returning this form to Cruise Planners, you acknowledge that Cruise Planners is authorized to charge the credit card listed above for \$437.40 for each of 12 consecutive monthly payments.

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

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



**EXHIBIT A**

**STATE SPECIFIC ADDENDUM**



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

The following paragraphs are added to the Disclosure Document:

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the offering circular.
2. Neither the franchisor nor any person or franchise broker in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
3. California Business and Professions Code 20000 through 20043 provides rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
4. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).
5. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
7. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
8. The franchise agreement requires application of the laws of Florida. This provision may not be enforceable under California law.
9. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
10. **OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT [www.corp.ca.gov](http://www.corp.ca.gov).**
11. We have executed a surety bond as a condition of our registration to offer and sell franchises in California. If we do not complete all of our material pre-opening obligations to you, you may obtain funds from the bond to compensate you.



**CALIFORNIA SURETY BOND**





95/27/2065 11:03

954-344-4479

CRUISE PLANNERS

PAGE 02/03

BEFORE THE  
DEPARTMENT OF CORPORATIONS  
OF THE  
STATE OF CALIFORNIA

BJY1761754

(Under Section 31113 of the Corporations Code)

KNOW ALL MEN BY THESE PRESENTS:

That we CP Franchising DBA Cruise Planners Inc., as principal, and Hanover Insurance Company, a corporation, created, organized and existing under and by virtue of the laws of the State of Massachusetts as surety, are held and firmly bound unto the State of California for the use thereof, and for the use of any interested person or persons who may have a cause of action against the above-named principal of said bond under the provisions of the Law entitled "Franchise Investment Law," of the State of California, in the aggregate sum of Sixty Thousand Dollars, lawful money of the United States of America, to be paid to the State of California, or to any person or persons, for the use and benefit aforesaid, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that--

WHEREAS, The above-named principal has made application to the Commissioner of Corporations of the State of California for registration of franchises under and pursuant to the Franchise Investment Law, and desires to furnish a bond under the provisions of Section 31113 of the Corporations Code and Section 310.113.5 of Title 10, California Administrative Code in the penal sum above named, conditioned as herein set forth; and

WHEREAS, Section 31113 of the Corporations Code requires that this bond be conditioned upon the discharge by the franchisor of its (his) obligations under the franchise contract to provide real estate, improvements, equipment, inventory, training and other items included in the offering of franchises;

NOW, THEREFORE, If the said principal and any and all agents and employees representing said principal shall faithfully conform to and abide by the provisions of the Law entitled "Franchise Investment Law," and of all rules and regulations made by the Commissioner of Corporations thereunder, and further shall pay to the State, and to such person or persons, any and all amounts which may become due or owing to the State or to such person or persons, from said principal under and by virtue of the provisions of said Law, then this obligation is to be void, otherwise to remain in full force and effect.

This bond is subject to the following provisions:

1. That any person who sustains an injury covered by this bond, may, in addition to any other remedy that he may have, bring an action in his own name upon this bond for the recovery of any damage sustained by him.
2. That the total aggregate liability of the sureties herein for all claims which may arise under this bond shall be limited to the payment of Sixty Thousand Dollars.

31113 (5-74)

3. That the surety or sureties may cancel this bond and be relieved of further liability hereunder by delivering thirty days' written notice to the Commissioner of Corporations of the State of California; however, such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty-day period.

4. That this bond shall remain in force and effect until the surety or sureties are released from liability by said Commissioner, or until the bond is canceled by said surety or sureties.

5. That the effective date of this bond shall be June 16th, 2009.

IN WITNESS WHEREOF, The seal and signature of the said principal is hereto affixed and the corporate seal and the name of said surety is hereto affixed and attested by its duly authorized officers at CP Franchising DBA Cruise, California, this 16th day of June, 2009.

Principal

*Amy M Roth*

Surety



Certified Copy Void Without Hanover Watermark  
 This Power of Attorney may not be used to execute any bond with an inception date after March 1, 2011

THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
 CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint Edward A. Lifson, Mark Rosenkrantz, Amy M. Roth, Harvey Rosenkrantz and/or Michael R. Schechner

of Milburn, NJ and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows: Any such obligations in the United States, not to exceed Five Million and No/100 (\$5,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 28th day of March, 2008.



THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA

*Mary Joanne Anderson*  
 Mary Joanne Anderson, Vice President

*Robert K. Brennan*  
 Robert K. Brennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
 COUNTY OF WORCESTER ) ss.

On this 28th day of March 2008, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Starlick*  
 Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA

*Stephan C. Brauk*  
 Stephan C. Brauk, Assistant Vice President

Certified Copy Void Without Hanover Watermark

Q5805



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653  
Citizens Insurance Company of America | 645 West Grand River Avenue, Haverhill, MA 01830

Financial Statement

The Hanover Insurance Company, Bedford, New Hampshire  
FINANCIAL STATEMENT AS OF DECEMBER 31, 2006

ASSETS	2006
Cash in Banks (Including Short-Term Investments).....	\$ (9,411,768)
Bonds and Stocks.....	3,147,915,615
Other Admitted Assets.....	888,594,419
Total Admitted Assets.....	<u>4,027,098,266</u>
LIABILITIES, CAPITAL AND SURPLUS	
Reserve for Unearned Premiums.....	\$ 763,535,526
Reserve for Loss and Loss Expense.....	1,617,492,293
Reserve for Taxes.....	0
Funds held under reinsurance treaties.....	9,279,972
Reserve for all other Liabilities.....	173,157,145
Capital Stock - \$1.00 par.....	\$ 5,000,000
Net Surplus.....	<u>1,458,633,330</u>
Policyholders' Surplus.....	<u>1,463,633,330</u>
Total Liabilities, Capital and Surplus.....	<u>4,027,098,266</u>

COMMONWEALTH OF MASSACHUSETTS } s.d.  
COUNTY OF WORCESTER

John R. Larson, Asst. Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2006.

JOHN R. LARSON  
Asst. Treasurer

QB\138180.00002\10083294.16  
3/16/11



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

1. The following is added to Item 17:

The conditions under which you can be terminated and your rights on non-renewal may be affected by Illinois law, 815 ILCS 705/1-44.

The Illinois Franchise Disclosure Act will govern any franchise agreement if: (a) it applies to a franchise located in Illinois; or (b) a franchisee who resides in Illinois.

The franchise agreement will become effective on its acceptances and signing by us in the state of Florida. The Franchise Agreement will be interpreted and construed under the substantive laws of Florida, except to the extent governed by the Illinois Franchise Disclosure Act or the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C., Sections 1051, et seq.). However, any condition of the Franchise Agreement that designates litigation, jurisdiction or venue in a forum outside of Illinois is void as to any cause of action that otherwise is enforceable in Illinois provided the Franchise Agreement may provide for arbitration in a forum outside of Illinois.



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

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

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

2. **Termination.** The following is added to Section 1.31 of the Agreement:

The conditions under which this franchise can be terminated and the parties’ rights on termination may be affected by Illinois law, 815 ILCS 705/1-44.

3. **Governing Law/Consent to Jurisdiction.** Section 3.2 of the Agreement is amended by adding the following:

All matters coming under the Illinois Franchise Disclosure Law (the “**Illinois Act**”) will be governed by the Illinois Act. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois for all matters coming under the Illinois Act.

4. **Construction.** Add Section 3.12 to the Agreement to read as follows:

No condition, stipulation, or provision contained in the Agreement purporting to waive compliance with any provision of the Illinois Act or any other Illinois law is void.

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

“**US**”  
**CP FRANCHISING, LLC**

“**YOU**”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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



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

Item 5 is amended by adding

A. The following sentence to the section entitled "Initial Franchise Fee": The general release (our standard form of which is attached to this addendum) required to obtain a refund of the initial franchise fee will not apply to any liability under the Maryland Franchise Registration and Disclosure Law ("**Maryland Law**").

B. The following language after the table:

We have executed a surety bond under Section 14-217 of the Maryland Franchise Law as a condition of our registration to offer and sell franchises in Maryland. If we do not complete all of our material pre-opening obligations to you, you may obtain funds from the bond to compensate you.

Item 17 is amended by adding the following language after the table:

You may sue in Maryland for claims arising under the Maryland Law. Any claims arising under the Maryland law must be brought within 3 years after the grant of the franchise.

The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)



**FORM OF RELEASE**

The following is our current general release form that we expect to include in a release that a franchisee and/or transferor may sign as part of a refund of initial franchisee fees, renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

THIS RELEASE is given by \_\_\_\_\_ and their predecessors, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**Franchisee**"), to **CP FRANCHISING, LLC** and all of its predecessors, affiliates, owners, officers, employees, legal representatives and agents, directors, successors and assigns, and their heirs, beneficiaries, executors and administrators (collectively, the "**Franchisor**").

Effective on the date of this Release, the Franchisee forever releases and discharges the Franchisor from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which the Franchisee now has or ever had against the Franchisor, including without limitation, anything arising out of that certain Franchise Agreement dated \_\_\_\_\_ (the "**Franchise Agreement**"), the franchise relationship between the Franchisee and the Franchisor, and any other relationships between the Franchisee and the Franchisor; except the Franchisor's obligations under the \_\_\_\_\_ Agreement dated effective \_\_\_\_\_. This Release is effective for: (a) any and all claims and obligations, including those of which the Franchisee is not now aware; and (b) all claims the Franchisee has from anything which has happened up to now.

The Franchisee is bound by this Release. The Franchisee freely and voluntarily gives this Release to the Franchisor for good and valuable consideration and the Franchisee acknowledges its receipt and sufficiency.

The Franchisee represents and warrants to the Franchisor that the Franchisee has not assigned or transferred to any other person any claim or right the Franchisee had or now has relating to or against the Franchisor.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release is effective \_\_\_\_\_ notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned execute this Release:

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



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary  
My Commission Expires: \_\_\_\_\_



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

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the "Effective Date"), between CP FRANCHISING, LLC, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 ("we," "us" or "our") and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the "Franchisee") and amends the Franchise Agreement between the parties dated as of the Effective Date, (the "Agreement").

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

2. Bond. The following is added to Section 1 of the Franchise Agreement:

We have executed a surety bond under Section 14-217 of the Maryland Franchise Law as a condition of our registration to offer and sell franchises in Maryland. If we do not complete all of our material pre-opening obligations to you, you may obtain funds from the bond to compensate you.

3. Pay Initial Fee. The general release required to obtain a refund of the initial franchise fee will not apply to any liability under the Maryland Franchise Registration and Disclosure Law ("Maryland Law").

3. No Release, Estoppel or Waiver of State Law. Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Law.

4. Jurisdiction. Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

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

ACKNOWLEDGED AND AGREED:

CP FRANCHISING, LLC

By: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

\_\_\_\_\_/s/
by: \_\_\_\_\_
(name printed), individually

SS# or Fed. Tax ID #: \_\_\_\_\_
Date: \_\_\_\_\_

\_\_\_\_\_/s/
by: \_\_\_\_\_
(name printed), individually

SS# or Fed. Tax ID #: \_\_\_\_\_
Date: \_\_\_\_\_

\_\_\_\_\_/s/
by: \_\_\_\_\_
(name printed), individually

SS# or Fed. Tax ID #: \_\_\_\_\_
Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Entity Name

Fed. Tax ID #: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**RIDER TO  
CP FRANCHISING, LLC  
FRANCHISE COMPLIANCE CERTIFICATE  
FOR USE IN MARYLAND**

Any acknowledgments or representations of the franchisee under the Franchise Compliance Certificate which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to, nor will they, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

**FRANCHISEE APPLICANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_\_\_\_



**COPY OF MARYLAND SURETY BOND**



BOND NO. BLY1761742

STATE OF MARYLAND  
SECURITIES DIVISION  
FRANCHISOR SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

CP Franchising LLC, DBA Cruise Planners  
(Name of Franchisor)

a \_\_\_\_\_  
(Description or form of business organization, including State of Incorporation), with business offices at

3300 University Drive Coral Springs, FL 33065  
(Address)

as Principal, and The Hanover Insurance Company a corporation duly organized under the laws of the State of  
(Name of Surety)

New Hampshire and authorized to do business in the State of Maryland, as Surety, are hereby held  
and firmly bound to the State of Maryland, in the sum of  
Forty Thousand Dollars (\$40,000.00).

For the payment of this sum, Principal and Surety bind themselves, their representatives, successors and assigns, jointly and severally by these presents.

WHEREAS, Principal has applied for registration as a franchisor to offer and sell franchises in Maryland, as required under the Maryland Franchise Registration and Disclosure Law, Title 14, Subtitle 2, Business Regulation Article, Annotated Code of Maryland, (2010 Repl. Vol.) (the Maryland Franchise Law); and

WHEREAS, Principal executes this surety bond under §14-217 of the Maryland Franchise Law, as a condition of its registration to offer and sell franchises in Maryland;

NOW, THEREFORE, the Principal agrees as follows:

1. Principal shall obey all applicable rules, regulations and statutes of the State of Maryland, now or hereafter existing and all other applicable laws now or hereafter existing, affecting or relating to the offer or sale of franchises and area franchises.
2. Principal shall in all respects be bound to any and all applicable requirements and provisions required to be in this bond by existing and future statutes, rules and regulations of the State of Maryland, and laws, the same as though such requirements and provisions were fully set forth in this bond, and by reference such requirements and provisions are made a part hereof.
3. Principal shall in all respects be bound to perform and fulfill, up to and until the time at which a franchisee's or subfranchisor's business is fully operational, all undertakings, covenants, terms, conditions and agreements of any contract, or of any modification to a contract duly authorized by the parties to the contract, that the Principal makes with these franchisees, or subfranchisors.
4. This bond is for the benefit of the State of Maryland and all persons purchasing franchises and area franchises from Principal.
5. This bond shall become effective at 12 01 AM on 05/22/2012  
(time of day) (date)

It may be cancelled by Surety and Surety relieved of liability with respect to a franchise agreement entered into by Principal after the effective date of cancellation. Cancellation is effective 90 days after the Maryland Securities Commissioner and Principal receive written notice from Surety of cancellation. Notwithstanding any such cancellation, coverage under this bond remains effective with respect to any franchise agreements entered into by Principal prior to the effective date of cancellation.

The Hanover Insurance Company  
(Name of Surety)

CP Franchising LLC, DBA Cruise Planners

(Name of Franchisor)



By: Amy M Roth  
(Signature of Attorney in Fact)  
Amy Roth, Attorney-in-Fact

By: \_\_\_\_\_  
(Signature of Officer, Partner, or Sole Proprietor)

Approved as to form:

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Date

**THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY  
 CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint:

Edward A. Lifson, Marc Rosenkranz, Amy M. Roth, Harvey Rosenkranz and/or Michael R. Schechner

of Summit, NJ and each a true and lawful Attorney-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Five Million and No/100 (\$5,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are set in effect:

\*RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Secretary and all bonds, recognizances, contracts of indemnity, warrants of capture and all other writings obligatory in the nature thereof, with power to speak before the feet of the Company, and such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1881 - The Hanover Insurance Company; Adopted April 14, 1882 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, the 16th day of October 2012.



THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
 Robert Thomas, Vice President

*Joe Brennan*  
 Joe Brennan, Vice President

THE COMMONWEALTH OF MASSACHUSETTS  
 COUNTY OF WORCESTER

On this 16th day of October 2012 before me came the above-named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the foregoing instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Gaillick*  
 Barbara A. Gaillick, Notary Public  
 My Commission Expires September 21, 2013

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

\*RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereof, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if signed thereon personally by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1881 - The Hanover Insurance Company; Adopted April 14, 1882 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16 day of October 2012.

THE HANOVER INSURANCE COMPANY  
 MASSACHUSETTS BAY INSURANCE COMPANY  
 CITIZENS INSURANCE COMPANY OF AMERICA

*Michael Peto*  
 J. Michael Peto, Vice President



The Hanover Insurance Company, Bedford, New Hampshire  
 FINANCIAL STATEMENT AS OF DECEMBER 31, 2006

ASSETS	2006
Cash in Banks (including Short-Term Investments).....	\$ (9,411,768)
Bonds and Stocks.....	3,147,915,615
Other Admitted Assets.....	888,594,419
Total Admitted Assets.....	<u>4,027,098,266</u>
 LIABILITIES, CAPITAL AND SURPLUS	
Reserve for Unearned Premiums.....	\$ 763,535,526
Reserve for Loss and Loss Expense.....	1,617,492,293
Reserve for Taxes.....	0
Funds held under reinsurance treaties.....	9,279,972
Reserve for all other Liabilities.....	173,157,145
Capital Stock - \$1.00 par.....	\$ 5,000,000
Net Surplus.....	<u>1,458,633,330</u>
Policyholders' Surplus.....	<u>1,463,633,330</u>
Total Liabilities, Capital and Surplus.....	<u>4,027,098,266</u>

COMMONWEALTH OF MASSACHUSETTS } s.s.  
 COUNTY OF WORCESTER

John R. Larson, Asst. Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2006.

JOHN R. LARSON  
 Asst. Treasurer



**MINNESOTA ADDENDUM TO THE  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

Item 5 is amended by adding the following language:

We have executed a surety bond as a condition of our registration to offer and sell franchises in Minnesota. If we do not complete all of our material pre-opening obligations to you, you may obtain funds from the bond to compensate you.

Item 13, the following is added

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

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

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

Item 17, summary column for (m) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

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

“Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.”

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST

\_\_\_\_\_

CP FRANCHISING, LLC

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

Witness

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

FRANCHISEE:

\_\_\_\_\_  
Witness

\_\_\_\_\_



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

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

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

2. **Termination.** Section 1.31 of the Agreement is amended to add the following:

With respect to franchises governed by Minnesota Law, we will comply with Minn. Stat. Sec.80C. 14, subds. 3, 4, and 5, which require (except in certain specified cases) that 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; and that consent to the transfer of the franchise will not be unreasonably withheld..

3. **Jurisdiction.** The following is added to Section 3.2:

Minn. Stat. Sec.80C.21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

4. **Notification of Infringement and Claims.** The following is added at the end of Section 1.7:

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

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

**“US”  
CP FRANCHISING, LLC**

**“YOU”**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

**LICENSE OR PERMIT BOND**

Bond No: BLY1761752

**KNOW ALL MEN BY THESE PRESENTS**, That we,

CP Franchising LLC, DBA Cruise Planners LLC, Incorporated.  
of 3300 University Drive Coral Springs, FL 33065, as Principal,  
and The Hanover Insurance Company a New Hampshire corporation, as Surety,  
are held and firmly bound unto  
State of Minnesota, Dept. of Commerce  
as obligee, in the penal sum of  
Ten Thousand Dollars (\$10,000.00),  
good and lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,  
and our heirs, executors, administrators, jointly and severally, firmly by these presents.

WHEREAS the said Principal has applied to said

State of Minnesota, Dept. of Commerce  
for a license or permit for Seller of Travel License

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully observe and honestly comply with the provisions of all Laws or Ordinances of said

State of Minnesota, Dept. of Commerce  
regulating the business for which license or permit is issued, and shall save and keep harmless the  
State of Minnesota, Dept. of Commerce from  
all liability to any person by reason or damage to any person or property as a result of the operations performed under such  
license, then this Obligation shall be void, otherwise to be and remain in full force and virtue.

THIS BOND IS EFFECTIVE the 24th day of April, 2012

LIABILITY UNDER THIS BOND SHALL terminate as of the 24th day of April, 2013 as  
to any acts subsequent thereto, unless said bond is continued in force from year to year by the issuance of a continuation  
certificate issued by the Surety. The aggregate liability of the Surety shall in no event exceed the amount of this bond  
regardless of the number of claims against the bond or the number of years the bond remains in force.

PROVIDED, THE LIABILITY OF THE SURETY may be terminated at any time by filing with the

State of Minnesota, Dept. of Commerce  
thirty (30) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability  
already incurred under this bond, or which shall accrue hereunder before the expiration of the ten day period.

Signed, sealed and dated the 27th day of March, 2012

CP Franchising LLC, DBA Cruise Planners LLC, Incorporated.

By: [Signature] Principal

The Hanover Insurance Company

By: [Signature]  
Amy Roth, Attorney-in-Fact



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*POWERS OF ATTORNEY  
CERTIFIED COPY*

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Amy Roth

of Summit, NJ

and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

License or Permit Bond

In the amount of \$10,000.00

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company, Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 21st day of November 2011.



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*Robert Thomas*  
Robert Thomas, Vice President

*Joe Brenstrom*  
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }  
COUNTY OF WORCESTER } ss.

On this 21st day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the Individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 27th day of March 2012 .

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*John Margosian*  
John Margosian, Vice President



The Hanover Insurance Group is a Life Underwriter, Member of the  
 Standard & Poor's 500 and a member of the S&P 400.

Financial Statements

The Hanover Insurance Company, Bedford, New Hampshire  
 FINANCIAL STATEMENT AS OF DECEMBER 31, 2006

ASSETS	2006
Cash in Banks (including Short-Term Investments) .....	\$ 8,411,700
Bonds and Stocks .....	3,147,915,019
Other Admitted Assets .....	838,894,419
<b>Total Admitted Assets .....</b>	<b>4,075,521,138</b>
LIABILITIES, CAPITAL AND SURPLUS	
Reserve for Unearned Premiums .....	\$ 763,573,326
Reserve for Loss and Loss Expenses .....	1,877,492,293
Reserve for Taxes .....	0
Funds Held under reinsurance treaties .....	5,279,871
Reserve for all other liabilities .....	173,150,443
Capital Stock - \$1.00 per .....	\$ 5,000,000
Net Surplus .....	1,438,633,310
Policyholders' Surplus .....	1,441,633,310
<b>Total Liabilities, Capital and Surplus .....</b>	<b>4,075,521,138</b>

COMMONWEALTH OF MASSACHUSETTS  
 COUNTY OF WORCESTER

John R. Larson, Asst. Treasurer of The Hanover Insurance Company, being duly sworn, deposes and says that he is the  
 above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition  
 and affairs of the said Company on December 31, 2006.

JOHN R. LARSON  
 Asst. Treasurer

**NORTH DAKOTA ADDENDUM TO THE  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

1. The Summary column of Item 17 paragraph (c) of this Disclosure Document is modified to read as follows:

“Give us at least 90-days notice of your intention to renew, sign our current form of franchise agreement and ancillary agreements, or sign a release (except for matters coming under the North Dakota Franchise Investment Law (the “**ND Law**”).”

2. The Summary column of Item 17 paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

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

3. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

“except that matters coming under the ND Law will be submitted to arbitration in a mutually agreeable location.”

4. The Summary column of Item 17 (v) of this Disclosure Document is amended to read as follows:

Except for matters coming under the ND Law, litigation must be in Broward County, Florida.

5. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

Except for matters coming under the ND Law, the law of Florida (subject to state law).

6. The Franchisee is not required to waive jury trial for any matters coming under ND Law.





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

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “Effective Date”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 (“we,” “us” or “our”) and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “Franchisee”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “Agreement”).

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

2. **Covenants Not to Compete.** Covenants not to compete, such as those mentioned in 1.13, are generally unenforceable in the State of North Dakota.

3. **Governing Law.** All matters coming under ND Law will be governed by North Dakota law and brought in courts of competent jurisdiction in North Dakota.

4. **Agreements/Releases.** You will not be required to sign a General Release for any matter which may arise under ND Law.

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

“US”  
CP FRANCHISING, LLC

“YOU”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**RHODE ISLAND ADDENDUM TO THE  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

The following sentence is added to Item 17 (v) and (w): A provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.



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

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

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

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

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

“**US**”  
**CP FRANCHISING, LLC**

“**YOU**”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**SOUTH DAKOTA ADDENDUM TO THE  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

South Dakota no longer requires a state specific addendum.

**WASHINGTON ADDENDUM TO THE  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the “**Act**”), Chapter 19.100 RCW prevails.

Section RCW 19.100.180 of the Act, may supersede the Franchise Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in you relationship with us including the area of termination and renewal of your franchise.

A release or waiver of rights signed by you will not include rights under the Act except when signed pursuant to a negotiated settlement after the agreement(s) are 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.



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

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 (“**we,**” “**us**” or “**our**”) and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

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

2. **Washington Franchise Investment Protection Act.** In the event of a conflict of laws, the provisions of the Washington franchise Investment Protection Act (the “**Act**”), Chapter 19.100 RCW, prevail.

3. **Relationship.** Section RCW 19.100.180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us including the area of termination and renewal of your franchise.

4. **Waiver of Rights.** A release or waiver of rights signed by you will not include rights under the Act except when signed pursuant to a negotiated settlement after the agreement(s) are 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. **Transfer Fees.** Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

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

“**US**”  
**CP FRANCHISING, LLC**

“**YOU**”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**EXHIBIT “B”**  
**TO THE *CRUISE PLANNERS*® DISCLOSURE DOCUMENT**  
**FINANCIAL STATEMENTS**

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

**(For Use Only in the State of Maryland and the Commonwealth of Virginia)**



**CP Franchising, LLC**  
**Balance Sheets**  
**November 30, 2012 and 2011**

**Assets**

	<b>2012</b>	<b>2011</b>
<b>Current Assets</b>		
Cash	\$ 943,056	\$ 992,047
Accounts receivable, net	3,074,174	2,690,424
Prepaid expenses	662,823	191,288
Other current assets	18,683	
<b>Total current assets</b>	<u>4,698,735</u>	<u>3,873,759</u>
Furniture and equipment, net	901,003	1,122,983
<b>Other Assets</b>		
Notes receivable from members	1,742,135	1,642,135
Intangible assets	904,611	1,323,092
Goodwill	4,501,708	4,501,708
Other	7,655	7,655
	<u>7,156,108</u>	<u>7,474,589</u>
	<u><u>\$ 12,755,847</u></u>	<u><u>\$ 12,471,331</u></u>

**Liabilities and Members' Equity**

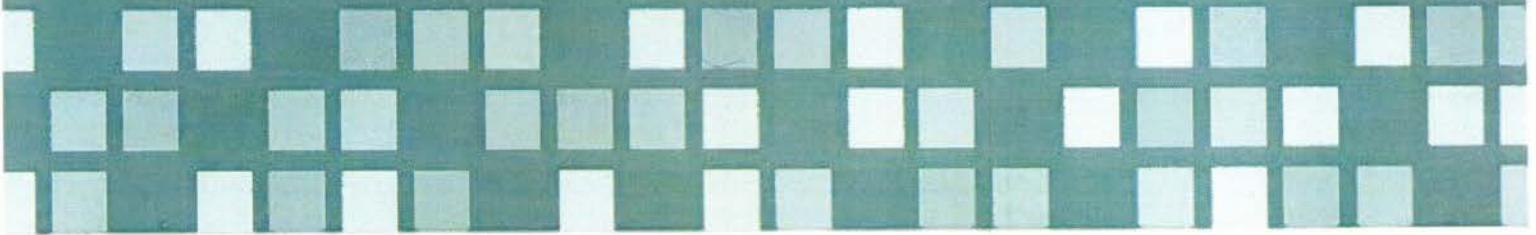
<b>Current Liabilities</b>		
Current portion of notes payable	\$ 666,667	\$ 400,000
Accounts payable	257,561	177,947
Commissions payable	3,618,564	3,429,524
Accrued expenses	591,250	729,836
Deferred revenue	1,429,798	939,210
<b>Total current liabilities</b>	<u>6,563,838</u>	<u>5,676,517</u>
Long-Term Debt		
Notes payable, net of current portion	722,222	1,550,000
<b>Total liabilities</b>	<u>7,286,060</u>	<u>7,226,517</u>
Members' Equity	5,469,787	5,244,814
	<u><u>\$ 12,755,847</u></u>	<u><u>\$ 12,471,331</u></u>

**CP Franchising, LLC**  
**Statements of Income**  
**Eleven months ended November 30, 2012 and November 30, 2011**  
**(Unaudited)**

	<b>2012</b>	<b>2011</b>
<b>Revenue</b>		
Commission revenues, net of allowances for estimated cancellations	\$ 18,037,317	\$ 16,091,748
Franchise fees	2,579,726	1,902,961
Seminars	58,400	492,487
Advertising	1,816,986	1,423,582
Other	1,098,853	600,761
Total revenue	<u>23,591,282</u>	<u>20,511,539</u>
<b>Cost of Revenue</b>		
Travel commission costs	13,176,605	11,487,181
Franchise costs	1,833,359	1,365,294
Seminar costs	38,097	347,302
Advertising costs	1,311,924	972,784
Other costs	347,559	54,055
Total cost of revenue	<u>16,707,544</u>	<u>14,226,615</u>
<b>Gross profit</b>	6,883,738	6,284,924
Operating and administrative expenses	<u>5,714,128</u>	<u>5,141,606</u>
<b>Operating Income</b>	<u>1,169,609</u>	<u>1,143,317</u>
Financial income (expenses):		
Interest income	80,536	79,544
Interest expense	(82,797)	(74,911)
	<u>(2,261)</u>	<u>4,633</u>
<b>Net Income</b>	<u>\$ 1,167,349</u>	<u>\$ 1,147,950</u>

# CP Franchising, LLC

Financial Report  
December 31, 2011



## Contents

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### Independent Auditor's Report

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#### Financial Statements

Balance sheets	2
Statements of income	3
Statements of members' equity	4
Statements of cash flows	5 – 6
Notes to financial statements	7 – 15

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**Independent Auditor's Report**

To the Members  
CP Franchising, LLC  
Coral Springs, Florida

We have audited the accompanying balance sheets of CP Franchising, LLC as of December 31, 2011 and 2010, and the related statements of income, members' equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. 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 audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CP Franchising, LLC as of December 31, 2011 and 2010, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

*McGladrey & Pullen, LLP*

West Palm Beach, Florida  
March 20, 2012

CP Franchising, LLC

**Balance Sheets**

December 31, 2011 and 2010

<b>Assets (Note 6)</b>	<b>2011</b>	<b>2010</b>
<b>Current Assets</b>		
Cash	\$ 746,377	\$ 4,000
Accounts receivable, net (Note 2)	2,830,631	3,296,922
Prepaid expenses	204,598	69,547
Other current assets	12,021	5,998
<b>Total current assets</b>	<b>3,793,627</b>	<b>3,376,467</b>
Furniture and Equipment, net (Note 3)	1,103,688	1,017,897
<b>Other Assets</b>		
Notes receivable from members (Note 5)	1,650,468	1,552,804
Intangible assets, net (Note 4)	1,110,770	1,460,520
Goodwill	4,501,708	4,501,708
Other	39,145	15,407
	<b>\$ 12,199,406</b>	<b>\$ 11,924,803</b>
<b>Liabilities and Members' Equity</b>		
<b>Current Liabilities</b>		
Cash overdraft	\$ -	\$ 207,223
Line of credit (Note 6)	-	815,352
Current portion of notes payable (Note 7)	666,667	383,333
Accounts payable	129,394	89,375
Commissions payable	3,405,903	3,096,564
Accrued expenses (Notes 8 and 9)	784,851	568,435
Deferred revenue	636,822	651,725
<b>Total current liabilities</b>	<b>5,623,637</b>	<b>5,812,007</b>
Commitments and Contingencies (Notes 8 and 10)		
<b>Long-Term Debt</b>		
Notes payable, net of current portion (Note 7)	1,333,333	200,000
<b>Total liabilities</b>	<b>6,956,970</b>	<b>6,012,007</b>
Members' Equity	5,242,436	5,912,796
	<b>\$ 12,199,406</b>	<b>\$ 11,924,803</b>

See Notes to Financial Statements.



CP Franchising, LLC

**Statements of Income**  
**Years Ended December 31, 2011 and 2010**

	2011	2010
Revenue (Note 2):		
Commission revenues, net of allowances for estimated cancellations	\$ 17,484,590	\$ 16,276,116
Franchise fees	2,342,948	1,757,111
Seminars	494,327	388,583
Advertising	1,469,303	1,564,183
Other	655,265	585,360
<b>Total revenue</b>	<b>22,446,433</b>	<b>20,571,353</b>
Cost of revenue:		
Travel commission costs	12,420,740	11,339,926
Franchise costs	1,630,102	1,180,133
Seminar costs	337,531	352,895
Advertising costs	995,103	1,076,597
Other costs	55,791	24,875
<b>Total cost of revenue</b>	<b>15,439,267</b>	<b>13,974,426</b>
<b>Gross profit</b>	<b>7,007,166</b>	<b>6,596,927</b>
Operating and administrative expenses (Note 10)	5,680,719	5,221,922
<b>Operating income</b>	<b>1,326,447</b>	<b>1,375,005</b>
Financial income (expenses):		
Interest income (Note 5)	86,762	64,492
Interest expense	(267,637)	(43,077)
<b>Net income</b>	<b>\$ 1,145,572</b>	<b>\$ 1,396,420</b>

See Notes to Financial Statements.

**CP Franchising, LLC**

**Statements of Members' Equity**  
**Years Ended December 31, 2011 and 2010**

	<u>2011</u>	<u>2010</u>
Balance, beginning	\$ 5,912,796	\$ 5,294,541
Net income	1,145,572	1,396,420
Distributions to members	(1,815,932)	(778,165)
Balance, ending	<u>\$ 5,242,436</u>	<u>\$ 5,912,796</u>

See Notes to Financial Statements.



CP Franchising, LLC

Statements of Cash Flows  
Years Ended December 31, 2011 and 2010

	2011	2010
<b>Cash Flows From Operating Activities</b>		
Net income	\$ 1,145,572	\$ 1,396,420
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	405,269	207,667
Amortization, intangibles	349,750	349,750
Amortization, finance costs	9,528	7,752
Bad debt expense	134,696	119,243
Changes in assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	331,595	(989,359)
Prepaid expenses	(135,051)	(36,399)
Other assets	(6,023)	(21,902)
Increase (decrease) in:		
Accounts payable	40,019	(6,397)
Commissions payable	309,339	515,647
Accrued expenses	216,416	88,060
Deferred revenue	(14,903)	391,108
<b>Net cash provided by operating activities</b>	<b>2,786,207</b>	<b>2,021,590</b>
<b>Cash Flows Used In Investing Activities</b>		
Purchase of property and equipment	(491,060)	(340,842)
Net increase in notes receivable from members	(97,664)	(552,804)
<b>Net cash used in investing activities</b>	<b>(588,724)</b>	<b>(893,646)</b>
<b>Cash Flows From Financing Activities</b>		
Checks in excess of bank balance	(207,223)	40,882
Principal payments on long-term debt	(266,165)	(500,000)
Borrowings on long-term debt	613,133	500,000
Borrowings from (repayments to) member	-	(100,000)
Distributions to members	(1,815,932)	(778,165)
Net borrowings (repayments) on lines of credit	254,347	(290,276)
Finance fees paid	(33,266)	-
<b>Net cash used in financing activities</b>	<b>(1,455,106)</b>	<b>(1,127,559)</b>
<b>Net increase in cash</b>	<b>742,377</b>	<b>385</b>
Cash:		
Beginning	4,000	3,615
Ending	<b>\$ 746,377</b>	<b>\$ 4,000</b>

(Continued)

**CP Franchising, LLC**

**Statements of Cash Flows (Continued)**  
**Years Ended December 31, 2011 and 2010**

	<u>2011</u>	<u>2010</u>
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	<u>\$ 49,849</u>	<u>\$ 47,198</u>
Supplemental Schedule of Noncash Investing and Financing Activities:		
Settlement of lines of credit through incurrence of debt	<u>\$ 1,069,699</u>	<u>\$ -</u>

See Notes to Financial Statements.

## CP Franchising, LLC

### Notes to Financial Statements

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

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

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

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

**Accounting estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**Revenue recognition:** The Company has three primary sources of revenue: commissions related to travel and ancillary services, franchise sales, and advertising. Commissions revenue related to travel are recognized 75 days from travel start date (the period when travel is no longer cancelable without penalty). Commissions related to ancillary services (such as selling travel insurance) are recognized when the sales are made or the services are performed. Revenues from volume-based programs, commonly referred to as override commissions, are recorded at the time the benchmarks for payments are met. Revenues from sales of franchises are recognized when the Company has completed its initial obligations to the franchisee.

The Company receives cooperative advertising reimbursements from various contracts and agreements it has with its travel suppliers. Pursuant to these cooperative programs, the travel suppliers defray the Company's expenditures for internal production costs and direct reimbursable external advertising costs.

**Cash:** The Company maintains substantially all of its cash at one financial institution which, at times, may exceed federally-insured amounts.

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



Notes to Financial Statements

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

**Notes receivable:** Notes receivable from members are stated at the amount of unpaid principal due from the member. The loans are collateralized with the member's equity interest in the Company. Interest income is recorded as earned on the accompanying statements of income.

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

	<u>Years</u>
Internally developed software	3
Leasehold improvements	5
Computer equipment	3
Furniture and fixtures	7
Externally purchased software	3

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

**Goodwill:** The Company records as goodwill the excess of purchase price over the fair value of the identifiable net assets acquired. The Company prescribes a two-step process for impairment testing of goodwill, which is performed annually, as well as when an event triggering impairment may have occurred. The first step tests for impairment while the second step, if necessary, measures the impairment. The Company has elected to perform its annual analysis as of December 31 of each year. No indications of impairment were identified during the years ended December 31, 2011 and 2010.

**Intangible assets:** Intangible assets consist of acquired franchisee relationships and cruise line relationships. Amortization is computed using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Franchisee relationships	7
Cruise line relationships	20

**Notes to Financial Statements**

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

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

Management evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that required adjustment to the financial statements. With few exceptions, the Company is no longer subject to income tax examinations by the tax authorities for years before 2008.

**Commissions payable:** Commissions payable to franchisees for travel packages sold are recognized 75 days from travel start date. Commissions expense is calculated as the expected commissions payable to franchisees on the travel packages purchased by the passenger. Commissions are payable to franchisees on the travel start date, or with regards to travel insurance, when the insurance sale was made.

**Advertising:** Advertising costs which are non-revenue generating are expensed as incurred.

**Deferred financing costs:** The Company has incurred financing charges in the acquisition of debt. These charges are amortized over the terms of the related debt using the interest method. Amortization expense of \$9,528 and \$7,752 was included in interest expense for the years ended December 31, 2011 and 2010, respectively.

**Distributions to members and allocation of profits and losses:** Subject to certain provisions contained in the Limited Liability Company agreement, profits and losses are allocated to the members in proportion to their respective ownership percentages. Distributions are made in accordance with the terms of the Limited Liability Company agreement.

**Fair value of financial instruments:** In determining fair value, the Company often uses certain assumptions that market participants would use in pricing the asset or liability. The Company uses valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques the Company is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values.

- Level 1 – Quoted market prices in active markets for identical assets or liabilities.
- Level 2 – Observable market based inputs or unobservable inputs corroborated by market data.
- Level 3 – Unobservable inputs not corroborated by market data.

Certain assets that are measured at fair value on a non-recurring basis, including property and equipment, goodwill and intangible assets, are adjusted to fair value only when the carrying values are greater than their fair values. The Company completes an annual impairment evaluation of its goodwill based on fair value models utilizing unobservable inputs and therefore goodwill is considered a Level 3 item. As of December 31, 2011 and 2010, the carrying amounts of cash, accounts receivable, accounts payable, commissions payable, accrued expenses and the line of credit approximate fair value based on the short maturity of these instruments. The Company uses quoted market prices and yields for the same or similar types of borrowings in active markets when available to determine the fair value of the Company's debt. These fair values are considered Level 2 items.



## Notes to Financial Statements

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

**Recently issued accounting pronouncements:** In May 2011, the Financial Accounting Standards Board (FASB), issued *Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRS* under ASU 2011-04, or ASU 2011-04. ASU 2011-04 amends ASC 820, *Fair Value Measurements* (ASC 820), providing a consistent definition and measurement of fair value, as well as similar disclosure requirements between U.S. GAAP and International Financial Reporting Standards. ASU 2011-04 changes certain fair value measurement principles, clarifies the application of existing fair value measurement and expands the ASC 820 disclosure requirements, particularly for Level 3 fair value measurements. ASU 2011-04 will be effective for the Company's third quarter of fiscal year 2012. The amendments in ASU 2011-04 are to be applied prospectively. The adoption of ASU 2011-04 is not expected to have a material effect on the Company's condensed financial statements, but may require certain additional disclosures.

In September 2011, the FASB issued *Testing Goodwill for Impairment* under ASU 2011-08, which is intended to reduce the cost and complexity of the annual goodwill impairment test by providing entities with the option of performing a qualitative assessment to determine whether impairment testing is necessary. The revised standard will be effective for annual and interim goodwill impairment tests performed beginning in the first quarter of fiscal year 2013, with early adoption permitted under certain circumstances. The Company is currently evaluating options related to early adoption.

**Subsequent events:** Management has assessed subsequent events through March 20, 2012, the date on which the financial statements were available to be issued.

**Reclassifications:** Certain reclassifications have been made to the financial statements as of December 31, 2010 to conform to the current year presentation. These reclassifications had no effect on previously reported results of operations or retained earnings.

**Note 2. Accounts Receivable**

Accounts receivable consists of the following as of December 31, 2011 and 2010:

	2011	2010
Commissions receivable	\$ 2,763,210	\$ 2,935,700
Advertising reimbursements	217,397	409,600
Other	239,277	442,189
	<u>3,219,884</u>	<u>3,787,489</u>
Less allowance for doubtful accounts	389,253	490,567
Accounts receivable, net	<u>\$ 2,830,631</u>	<u>\$ 3,296,922</u>

Revenues for the years ended December 31, 2011 and 2010 include sales to the following major customers together with the receivables due from those customers as of December 31, 2011 and 2010:

Customer	2011		2010	
	Revenue	Receivables	Revenue	Receivables
A	\$ 4,167,362	\$ 906,785	\$ 3,817,588	\$ 814,437
B	2,221,557	320,171	2,340,333	401,584
C	2,146,035	103,986	2,156,590	121,049
	<u>\$ 8,534,954</u>	<u>\$ 1,330,942</u>	<u>\$ 8,314,511</u>	<u>\$ 1,337,070</u>

## CP Franchising, LLC

### Notes to Financial Statements

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#### Note 3. Property and Equipment

Furniture and equipment as of December 31, 2011 and 2010 consists of the following:

	2011	2010
Internally developed software	\$ 1,309,224	\$ 680,378
Leasehold improvements	238,191	21,936
Computer equipment	148,768	134,548
Furniture and fixtures	44,340	39,936
	<u>1,740,523</u>	<u>876,798</u>
Less accumulated depreciation and amortization	711,605	306,337
	<u>1,028,918</u>	<u>570,461</u>
Software under development	74,770	447,436
	<u>\$ 1,103,688</u>	<u>\$ 1,017,897</u>

Depreciation expense for the years ended December 31, 2011 and 2010 was \$405,269 and \$207,667, respectively.

#### Note 4. Intangible Assets

Intangible assets as of December 31, 2011 and 2010, and the related amortization expense for the years then ended are as follows:

	2011	2010
Franchisee relationships	\$ 1,960,000	\$ 1,960,000
Cruise line relationships	1,395,000	1,395,000
	<u>3,355,000</u>	<u>3,355,000</u>
Less accumulated amortization	2,244,230	1,894,480
	<u>\$ 1,110,770</u>	<u>\$ 1,460,520</u>
Amortization expense	<u>\$ 349,750</u>	<u>\$ 349,750</u>

As of December 31, 2011, estimated future amortization expense is as follows:

Year Ending December 31,	Amount
2012	\$ 233,083
2013	69,750
2014	69,750
2015	69,750
2016	69,750
Thereafter	598,687
	<u>\$ 1,110,770</u>



## CP Franchising, LLC

### Notes to Financial Statements

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#### Note 5. Notes Receivable From Members

The Company has four note receivable agreements with members of the Company. Notes receivable as of December 31, 2011 and 2010, consist of the following:

	<u>2011</u>	<u>2010</u>
4.69% promissory note, interest only of \$23,450 due annually, principal payable in November 2015, collateralized by member's interest in the Company.	\$ 500,000	\$ 500,000
4.69% promissory note, interest only of \$23,450 due annually, principal payable in November 2015, collateralized by member's interest in the Company.	500,000	500,000
4.69% promissory note, interest only due annually, principal payable in November 2015, collateralized by member's interest in the Company.	325,234	276,402
4.69% promissory note, interest only due annually, principal payable in November 2015, collateralized by member's interest in the Company.	<u>325,234</u>	<u>276,402</u>
	<u>\$ 1,650,468</u>	<u>\$ 1,552,804</u>

Interest income for the years ended December 31, 2011 and 2010 totaled \$86,762 and \$64,492, respectively, under these notes receivable from members.

#### Note 6. Line of Credit

The Company entered into a revolving line of credit with a financial institution in August 2011. Borrowings under the line of credit bore interest at prime plus a calculated applicable margin as defined in the line of credit agreement. The maximum amount outstanding under the line of credit was \$2,500,000. Company paid off the line of credit in full in December 2011 and entered into a new line of credit agreement with a new financial institution. Total loan costs associated with the former line of credit of approximately \$215,000 were written off as of December 31, 2011.

In December 2011, the Company entered into a new revolving line of credit with a financial institution. The revolving line of credit provides for borrowings through December 2012. Borrowings bear interest at 1-month LIBOR plus 2.35% (2.62% as of December 31, 2011). The maximum amount that may be outstanding under the line of credit is \$2,500,000. The line of credit is collateralized by substantially all the assets of the Company. Under the terms of the line of credit agreement and the term loan, the Company is required to maintain various financial and other covenants. There were no outstanding borrowings under this line of credit as of December 31, 2011.



**CP Franchising, LLC**

**Notes to Financial Statements**

**Note 6. Line of Credit (Continued)**

As of December 31, 2010, the Company had a revolving line of credit with a balance of \$815,352. The line of credit bore interest at 1-month LIBOR plus 2.25% with maximum allowable borrowings of \$2,500,000. The line of credit was collateralized by substantially all the assets of the Company and guarantees of the members of the Company. This line of credit was refinanced in 2011, as described above.

Interest expense for the years ended December 31, 2011 and 2010 totaled \$16,403 and \$26,791, respectively.

**Note 7. Long-Term Debt**

Long-term debt consists of the following as of December 31, 2011 and 2010:

	<u>2011</u>	<u>2010</u>
Term loan with a bank, due in monthly installments of principal of 55,556 plus interest at one-month LIBOR plus 3.5% (3.77% as of December 31, 2011), commencing in January 2012 through December 2014, collateralized by substantially all tangible and intangible property of the Company.	\$ 2,000,000	\$ -
Term loan with a bank, due in monthly installments of \$25,000 commencing in September 2010, including interest at one-month LIBOR plus 3.5%.	-	500,000
Term loan with a bank, due in monthly installments of \$41,667 commencing in March 2008, including interest at one-month LIBOR plus 3.5%.	-	83,333
	<u>2,000,000</u>	<u>583,333</u>
Less current portion	<u>666,667</u>	<u>383,333</u>
	<u>\$ 1,333,333</u>	<u>\$ 200,000</u>

Future annual principal payments due under aggregated long-term debt obligations as of December 31, 2011 are as follows:

Year Ending December 31,	Amount
2012	\$ 666,667
2013	666,667
2014	666,666
	<u>\$ 2,000,000</u>

Interest expense on these notes for the years ended December 31, 2011 and 2010, excluding amortization of finance costs, totaled \$41,980 and \$20,449, respectively.

## CP Franchising, LLC

### Notes to Financial Statements

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#### Note 8. Commitments

**Operating leases:** The Company leases various office space and equipment under noncancelable lease agreements with terms ranging from four to five years expiring through August 2015.

During 2010, the Company entered into an operating lease agreement for office space, which contains provisions for future rent increases and periods in which rent payments are reduced (abated). In accordance with generally accepted accounting principles, the Company records monthly rent expense under this lease equal to the total of the payments due over the lease term, divided by the number of months of the lease term. The difference between rent expense recorded and the amount paid is credited or charged to "Deferred rent." The deferred rent liability of \$12,663 and \$15,678 is included in accrued expenses in the accompanying balance sheets as of December 31, 2011 and 2010, respectively.

The Company is also required, under the terms of the lease agreement for its office space, to pay for common area maintenance. Common area maintenance rates are adjusted annually by the landlord and calculated based on the square footage occupied by the Company on a monthly basis. Rent expense, including common area maintenance, was \$290,758 and \$267,277 for the years ended December 31, 2011 and 2010, respectively.

Aggregate future minimum annual rental payments required under the lease agreements as of December 31, 2011 are as follows and do not include common area maintenance commitments:

Year Ending December 31,	
2012	\$ 177,636
2013	182,624
2014	182,093
2015	120,842
	<u>\$ 663,195</u>

#### Note 9. Retirement Plan

The Company maintains a defined contribution 401(k) profit sharing plan covering all eligible employees who have completed minimum service requirements. The plan provides for a discretionary profit sharing contribution and deferral contributions allowable under code section 401(k) of the Internal Revenue Code. The Company's contributions vest 20% after two years and are fully vested after six years. During 2011 and 2010, the Company matched the employee contribution up to the lesser of 2% of eligible compensation or \$2,000 per employee.

The Company recognized contribution expense during the years ended December 31, 2011 and 2010 of \$34,517 and \$28,342, respectively. The Company has \$34,517 and \$28,342 in retirement plan obligations included in accrued expenses as of December 31, 2011 and 2010, respectively.

**Notes to Financial Statements**

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**Note 10. Other Related Party Transactions**

**Consulting Agreement:** The Company and an entity related to a member of the Company entered into a professional services agreement (the "Agreement"). The Agreement calls for the related party to render management, consulting and financial services in connection with the operations, planning and financing of the Company. In consideration for the above services, the related party was paid a fee of \$180,000 during each of the years ended December 31, 2011 and 2010.

# CP Franchising, LLC

Financial Report  
12.31.2010

## Contents

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Independent Auditor's Report

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### Financial Statements

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## Independent Auditor's Report

To the Members  
CP Franchising, LLC  
Coral Springs, Florida

We have audited the accompanying balance sheets of CP Franchising, LLC as of December 31, 2010 and 2009, and the related statements of income, members' equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. 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 audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CP Franchising, LLC as of December 31, 2010 and 2009, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

*McGladrey & Pullen, LLP*

West Palm Beach, Florida  
March 14, 2011

CP Franchising, LLC

Balance Sheets

December 31, 2010 and 2009

<b>Assets (Note 6)</b>	2010	2009
<b>Current Assets</b>		
Cash	\$ 4,000	\$ 3,615
Accounts receivable, net (Note 2)	3,268,773	2,370,508
Prepaid expenses	77,299	48,652
Other current assets	34,147	40,394
<b>Total current assets</b>	<b>3,384,219</b>	<b>2,463,169</b>
Furniture and Equipment, net (Note 3)	1,017,897	884,720
<b>Other Assets</b>		
Notes receivable from members (Note 5)	1,552,804	1,000,000
Intangible assets, net (Notes 4 and 11)	1,460,520	1,810,270
Goodwill (Note 11)	4,501,708	4,501,708
Deposits	7,655	7,655
	<b>\$ 11,924,803</b>	<b>\$ 10,667,522</b>
<b>Liabilities and Members' Equity</b>		
<b>Current Liabilities</b>		
Cash overdraft	\$ 207,223	\$ 166,341
Line of credit (Note 6)	815,352	1,105,628
Current portion of notes payable (Note 7)	383,333	500,000
Due to member (Note 10)	-	100,000
Accounts payable	89,375	95,772
Commissions payable	3,096,564	2,580,917
Accrued expenses (Notes 8, 9 and 10)	568,435	480,375
Deferred revenue	651,725	260,615
<b>Total current liabilities</b>	<b>5,812,007</b>	<b>5,289,648</b>
Commitments and Contingencies (Notes 8 and 10)		
<b>Long-Term Debt</b>		
Notes payable, net of current portion (Note 7)	200,000	83,333
	<b>200,000</b>	<b>83,333</b>
Members' Equity (Note 5)	5,912,796	5,294,541
	<b>\$ 11,924,803</b>	<b>\$ 10,667,522</b>

See Notes to Financial Statements.

CP Franchising, LLC

**Statements of Income**  
**Years Ended December 31, 2010 and 2009**

	2010	2009
Revenue (Note 2):		
Commission revenues, net of allowances for estimated cancellations	\$ 16,276,116	\$ 13,584,914
Franchise fees	1,757,111	1,437,041
Seminars	388,583	274,413
Advertising	1,564,183	1,789,462
Other	585,360	439,577
<b>Total revenue</b>	<b>20,571,353</b>	<b>17,525,407</b>
Cost of revenue:		
Travel commission costs	11,339,926	9,799,467
Franchise costs	1,180,133	1,100,270
Seminar costs	352,895	223,553
Advertising costs	1,076,597	1,189,209
Other costs	24,875	20,409
<b>Total cost of revenue</b>	<b>13,974,426</b>	<b>12,332,908</b>
<b>Gross profit</b>	<b>6,596,927</b>	<b>5,192,499</b>
Operating and administrative expenses (Note 10)	5,221,922	4,173,201
<b>Operating income</b>	<b>1,375,005</b>	<b>1,019,298</b>
Financial income (expenses):		
Interest income (Note 5)	64,492	46,900
Interest expense	(43,077)	(79,749)
	<b>21,415</b>	<b>(32,849)</b>
<b>Income from continuing operations</b>	<b>1,396,420</b>	<b>986,449</b>
Loss from discontinued operations (including loss on disposal of \$1,294,733) (Note 11)	-	(1,477,085)
<b>Net income (loss)</b>	<b>\$ 1,396,420</b>	<b>\$ (490,636)</b>

See Notes to Financial Statements.



CP Franchising, LLC

Statements of Members' Equity  
Years Ended December 31, 2010 and 2009

	2010	2009
Balance, beginning	\$ 5,294,541	\$ 5,785,177
Net income (loss)	1,396,420	(490,636)
Distributions to members	(778,165)	-
Balance, ending	<u>\$ 5,912,796</u>	<u>\$ 5,294,541</u>

See Notes to Financial Statements.

CP Franchising, LLC

Statements of Cash Flows  
Years Ended December 31, 2010 and 2009

	2010	2009
<b>Cash Flows From Operating Activities</b>		
Net income (loss)	\$ 1,396,420	\$ (490,636)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	207,667	73,940
Amortization	349,750	428,684
Bad debt expense	119,243	82,309
Loss on discontinued operations	-	1,294,733
Changes in assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	(1,017,508)	(376,617)
Prepaid expenses	(28,647)	117,334
Other assets	6,247	19,953
Increase (decrease) in:		
Accounts payable	(6,397)	59,984
Commissions payable	515,647	88,733
Accrued expenses	88,060	(31,892)
Deferred revenue	391,108	(68,172)
<b>Net cash provided by operating activities</b>	<b>2,021,590</b>	<b>1,198,353</b>
<b>Cash Flows Used In Investing Activities</b>		
Purchase of property and equipment	(340,842)	(611,984)
Net increase in notes receivable from members	(552,804)	-
<b>Net cash used in investing activities</b>	<b>(893,646)</b>	<b>(611,984)</b>
<b>Cash Flows From Financing Activities</b>		
Checks in excess of bank balance	40,882	166,341
Principal payments on long-term debt	(500,000)	(675,000)
Borrowings on long-term debt	500,000	-
Borrowings from (repayments to) member	(100,000)	100,000
Distributions to members	(778,165)	-
Net repayments on lines of credit	(290,276)	(178,130)
<b>Net cash used in financing activities</b>	<b>(1,127,559)</b>	<b>(586,789)</b>
<b>Net increase (decrease) in cash</b>	<b>385</b>	<b>(420)</b>
<b>Cash:</b>		
Beginning	3,615	4,035
Ending	\$ 4,000	\$ 3,615
<b>Supplemental Disclosures of Cash Flow Information</b>		
Cash payments for interest	\$ 47,198	\$ 87,933

See Notes to Financial Statements.

## CP Franchising, LLC

### Notes to Financial Statements

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

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

The Company uses its network of franchisees to sell travel throughout the United States. The Company secures travel arrangements for customers and sells travel agent franchises through its website [www.cruiseplanners.com](http://www.cruiseplanners.com).

The Company's wholly-owned subsidiary, CP Conferences, LLC, was sold on December 29, 2009 (see Note 11). CP Conferences, LLC, arranged and booked conferences for medical professionals and other organizations to be held on cruises.

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

Accounting estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition: The Company has three primary sources of revenue: commissions related to cruises and ancillary services, franchise sales, and advertising. Commissions revenue related to cruises are recognized when the sail date of the cruise is within 75 days from departure (the period when travel is no longer cancelable without penalty). Commissions related to ancillary services (such as selling travel insurance) are recognized when the sales are made or the services are performed. Revenues from volume-based programs, commonly referred to as override commissions, are recorded at the time the benchmarks for payments are met. Revenues from sales of franchises are recognized when the Company has completed its initial obligations to the franchisee.

The Company receives cooperative advertising reimbursements from various contracts and agreements it has with its travel suppliers. Pursuant to these cooperative programs, the travel suppliers defray the Company's expenditures for internal production costs and direct reimbursable external advertising costs.

Cash: The Company maintains substantially all of its cash at one financial institution which, at times, may exceed federally-insured amounts.

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

## CP Franchising, LLC

### Notes to Financial Statements

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

Notes receivable: Notes receivable from members are stated at the amount of unpaid principal due from the member. The loans are collateralized with the member's equity interest in the Company. Interest income is recorded as earned on the accompanying statements of income.

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

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

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

Goodwill: The Company records as goodwill the excess of purchase price over the fair value of the identifiable net assets acquired. The Company prescribes a two-step process for impairment testing of goodwill, which is performed annually, as well as when an event triggering impairment may have occurred. The first step tests for impairment while the second step, if necessary, measures the impairment. The Company has elected to perform its annual analysis as of December 31 of each year. Due to the decision to discontinue operations of CP Conferences, as discussed in Note 11, Discontinued Operations, the Company recognized an impairment of goodwill of \$1,130,000 as of December 31, 2009. No other indications of impairment were identified during the years ended December 31, 2010 and 2009.

Intangible assets: Intangible assets consist of acquired franchisee relationships and cruise line relationships. Amortization is computed using the straight-line method over the following estimated useful lives:

	Years
Franchisee relationships	7
Cruise line relationships	20

## CP Franchising, LLC

### Notes to Financial Statements

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

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

Effective January 1, 2009, the Company adopted the accounting standard for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Company may recognize the tax benefit from an uncertain tax position only if it is more-likely-than-not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The guidance on accounting for uncertainty in income taxes also addresses de-recognition, classification, interest and penalties on income taxes, and accounting in interim periods.

With few exceptions, the Company is no longer subject to U.S. federal, or state and local income tax examinations by tax authorities for years before 2007.

Commissions payable: Commissions payable to franchisees for travel packages sold are recognized when the sail date is within 75 days from departure. Commissions expense is calculated as the expected commissions payable to franchisees on the travel packages purchased by the passenger. Commissions are payable to franchisees on the date of departure.

Advertising: Advertising costs which are non-revenue generating are expensed as incurred.

Deferred financing costs: The Company has incurred financing charges in the acquisition of debt. These charges are amortized over the terms of the related debt utilizing the interest method. Amortization expense of \$7,066 and \$9,954 was included in interest expense for the years ended December 31, 2010 and 2009, respectively.

Distributions to members and allocation of profits and losses: Subject to certain provisions contained in the Limited Liability Company agreement, profits and losses are allocated to the members in proportion to their respective ownership percentages. Distributions are made in accordance with the terms of the Limited Liability Company agreement.

Subsequent events: Management has assessed subsequent events through March 14, 2011, the date on which the financial statements were available to be issued.

Reclassifications: Certain reclassifications have been made to the financial statements as of and for the year-ending December 31, 2009 to conform to the current year presentation. These reclassifications had no effect on previously reported results of operations or retained earnings.

CP Franchising, LLC

Notes to Financial Statements

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

Fair value of financial instruments: In determining fair value, the Company often utilizes certain assumptions that market participants would use in pricing the asset or liability. The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques the Company is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values.

- Level 1 – Quoted market prices in active markets for identical assets or liabilities.
- Level 2 – Observable market based inputs or unobservable inputs corroborated by market data.
- Level 3 – Unobservable inputs not corroborated by market data.

Certain assets that are measured at fair value on a non-recurring basis, including property and equipment, goodwill and intangible assets, are adjusted to fair value only when the carrying values are greater than their fair values. The Company completes an annual impairment evaluation of its goodwill based on fair value models utilizing unobservable inputs and therefore goodwill is considered a Level 3 item. As of December 31, 2010 and 2009, the carrying amounts of cash, accounts receivable, accounts payable, commissions payable, accrued expenses and the line of credit approximate fair value based on the short maturity of these instruments. The Company uses quoted market prices and yields for the same or similar types of borrowings in active markets when available to determine the fair value of the Company's debt. These fair values are considered Level 2 items.

**Note 2. Accounts Receivable**

Accounts receivable consists of the following as of December 31, 2010 and 2009:

	2010	2009
Commissions receivable	\$ 2,935,700	\$ 1,996,534
Advertising reimbursements	409,600	526,599
Other	414,040	146,206
	<u>3,759,340</u>	<u>2,669,339</u>
Less allowance for doubtful accounts	490,567	298,831
Accounts receivable, net	<u>\$ 3,268,773</u>	<u>\$ 2,370,508</u>

Revenues for the years ended December 31, 2010 and 2009 include sales to the following major customers together with the receivables due from those customers as of December 31, 2010 and 2009:

Customer	2010		2009	
	Revenue	Receivables	Revenue	Receivables
A	\$ 3,817,588	\$ 814,437	\$ 3,352,785	\$ 793,826
B	2,340,333	401,584	2,441,028	228,801
C	2,156,590	121,049	1,965,084	262,844
	<u>\$ 8,314,511</u>	<u>\$ 1,337,070</u>	<u>\$ 7,758,897</u>	<u>\$ 1,285,471</u>

## CP Franchising, LLC

### Notes to Financial Statements

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#### Note 3. Property and Equipment

Furniture and equipment as of December 31, 2010 and 2009 consists of the following:

	2010	2009
Internally developed software	\$ 680,378	\$ 258,381
Computer equipment	134,548	167,613
Furniture and fixtures	39,936	15,893
Leasehold improvements	21,936	4,990
	<u>876,798</u>	<u>446,877</u>
Less accumulated depreciation and amortization	306,337	133,397
	<u>570,461</u>	<u>313,480</u>
Software under development	447,436	571,240
	<u>\$ 1,017,897</u>	<u>\$ 884,720</u>

Depreciation expense for the years ended December 31, 2010 and 2009 was \$207,667 and \$73,940, respectively.

#### Note 4. Intangible Assets

Intangible assets as of December 31, 2010 and 2009, and the related amortization expense for the years then ended are as follows:

	2010	2009
Franchisee relationships	\$ 1,960,000	\$ 1,960,000
Cruise line relationships	1,395,000	1,395,000
	<u>3,355,000</u>	<u>3,355,000</u>
Less accumulated amortization	1,894,480	1,544,730
	<u>\$ 1,460,520</u>	<u>\$ 1,810,270</u>
Amortization expense	<u>\$ 349,750</u>	<u>\$ 428,684</u>

Due to the discontinued operations of CP Conferences as discussed in Note 11, Discontinued Operations, the Company recognized an impairment of intangible assets of \$430,000 and related accumulated amortization of \$265,267 during the year ended December 31, 2009.

**CP Franchising, LLC**

**Notes to Financial Statements**

**Note 4. Intangible Assets (Continued)**

As of December 31, 2010, estimated future amortization expense is as follows:

Year Ending December 31,	Amount
2011	\$ 349,750
2012	233,083
2013	69,750
2014	69,750
Thereafter	738,187
	<u>\$ 1,460,520</u>

**Note 5. Notes Receivable From Members**

The Company has four note receivable agreements with members of the Company. Notes receivable as of December 31, 2010 and 2009, consist of the following:

	2010	2009
4.69% promissory note, interest only of \$23,450 due annually, principal payable on November 10, 2015, collateralized by member's interest in the Company.	\$ 500,000	\$ 500,000
4.69% promissory note, interest only of \$23,450 due annually, principal payable on November 10, 2015, collateralized by member's interest in the Company.	500,000	500,000
4.69% promissory note, interest only due annually, principal payable on November 10, 2015, collateralized by member's interest in the Company.	276,402	-
4.69% promissory note, interest only due annually, principal payable on November 10, 2015, collateralized by member's interest in the Company.	276,402	-
	<u>\$ 1,552,804</u>	<u>\$ 1,000,000</u>

Interest income for the years ended December 31, 2010 and 2009, totaled \$64,492 and \$46,900, respectively, under these notes receivable from members.



## CP Franchising, LLC

### Notes to Financial Statements

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#### Note 6. Line of Credit

In August 2010, the Company entered into a new revolving line of credit with its financial institution. The revolving line of credit provides for borrowings through July 2011. Borrowings bear interest at 1-month LIBOR plus 2.25% (2.46% as of December 31, 2010). The maximum amount that may be outstanding under the line of credit is \$2,500,000. The line of credit is collateralized by substantially all the assets of the Company and guarantees of the members of the Company. Under the terms of the line of credit agreement and the term loan, the Company is required to maintain various financial and other covenants including a minimum debt service ratio, maximum funded debt ratio and minimum borrowing base.

As of December 31, 2009, the Company had a revolving line of credit with a balance of \$1,105,628. The line of credit bore interest at 1-month LIBOR plus 2.25% with maximum allowable borrowings of \$2,500,000. The line of credit was collateralized by substantially all the assets of the Company and guarantees of the members of the Company. This line of credit was refinanced in 2010, as described above.

Interest expense for the years ended December 31, 2010 and 2009, totaled \$26,791 and \$39,497, respectively.

#### Note 7. Long-Term Debt

Long-term debt consists of the following as of December 31, 2010 and 2009:

	<u>2010</u>	<u>2009</u>
Term loan with a bank, due in monthly installments of \$25,000 commencing in September 2010 through August 2012, including interest at one-month LIBOR plus 3.5% (3.71% as of December 31, 2010).	\$ 500,000	\$ -
Term loan with a bank, due in monthly installments of \$41,667 commencing in March 2008 through February 2011, including interest at one-month LIBOR plus 3.5% (3.71% as of December 31, 2010).	83,333	583,333
	<u>583,333</u>	<u>583,333</u>
Less current portion	383,333	500,000
	<u>\$ 200,000</u>	<u>\$ 83,333</u>

Interest expense for the years ended December 31, 2010 and 2009 totaled \$20,449 and \$32,926, respectively, under these promissory notes.

## CP Franchising, LLC

### Notes to Financial Statements

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#### Note 7. Long-Term Debt (Continued)

Future annual principal payments due under aggregated long-term debt obligations as of December 31, 2010 are as follows:

Year Ending December 31,	Amount
2011	\$ 383,333
2012	200,000
	<u>\$ 583,333</u>

#### Note 8. Commitments

Operating leases: The Company leases various office space and equipment under noncancelable lease agreements with terms ranging from four to five years expiring through August 2015.

During 2010, the Company entered into an operating lease agreement for office space, which contains provisions for future rent increases and periods in which rent payments are reduced (abated). In accordance with generally accepted accounting principles, the Company records monthly rent expense under this lease equal to the total of the payments due over the lease term, divided by the number of months of the lease term. The difference between rent expense recorded and the amount paid is credited or charged to "Deferred rent." The deferred rent liability of \$15,678 is included in accrued expenses in the accompanying balance sheets as of December 31, 2010.

The Company is also required, under the terms of the lease agreement for its office space, to pay for common area maintenance. Common area maintenance rates are adjusted annually by the landlord and calculated based on the square footage occupied by the Company on a monthly basis. Rent expense, including common area maintenance, was \$243,921 and \$259,380 for the years ended December 31, 2010 and 2009, respectively.

Aggregate future minimum annual rental payments required under the lease agreements as of December 31, 2010 are as follows and do not include common area maintenance commitments:

Year Ending December 31,	
2011	\$ 161,452
2012	166,296
2013	171,284
2014	176,423
2015	120,842
	<u>\$ 796,297</u>

## CP Franchising, LLC

### Notes to Financial Statements

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#### Note 9. Retirement Plan

The Company maintains a defined contribution 401(k) profit sharing plan covering all eligible employees who have completed minimum service requirements. The plan provides for a discretionary profit sharing contribution and deferral contributions allowable under code section 401(k) of the Internal Revenue Code. In years past, the Company contributed to eligible employees' accounts based on a 3% contribution. The Company's contributions vest 20% after two years and are fully vested after six years. During 2010 and 2009, the Company matched 100% of employee contributions up to \$2,000 per employee.

The Company recognized contribution expense during the years ended December 31, 2010 and 2009 of \$28,342 and \$26,728, respectively. The Company has \$28,432 and \$26,728 in retirement plan obligations included in accrued expenses as of December 31, 2010 and 2009, respectively.

#### Note 10. Other Related Party Transactions

Consulting Agreement: The Company and an entity related to a member of the Company entered into a professional services agreement (the "Agreement"). The Agreement calls for the related party to render management, consulting and financial services in connection with the operations, planning and financing of the Company. In consideration for the above services, the related party was paid a fee of \$10,000 monthly through August 2009. The Agreement increased to \$15,000 per month effective September 1, 2009. \$180,000 and \$140,000 was paid during the years ended December 31, 2010 and 2009, respectively.

Due to member: In October 2009, a member made an unsecured loan to the Company. Outstanding amounts under this loan bear interest at 10% which is payable monthly. As of December 31, 2009, the outstanding balance on this loan totaled \$100,000 and was classified as a current liability in the accompanying balance sheet as it is due upon demand. As of December 31, 2009, related party interest incurred was \$2,500 and included in accrued expense as of December 31, 2009. The loan was paid in full during June 2010. Interest expense for this loan totaled \$4,833 for the year ended December 31, 2010.

#### Note 11. Discontinued Operations

On December 29, 2009, the Company discontinued the operations of its wholly-owned subsidiary, CP Conferences, LLC. On December 29, 2009, CP Conferences, LLC consisted of assets of \$1,294,733, representing goodwill and net intangible assets. CP Conferences, LLC had no liabilities as of December 29, 2009. As a result of the decision to discontinue operations of the subsidiary, the Company recognized an impairment of goodwill of \$1,130,000 and impairment of net intangible assets of \$164,733.

As of December 31, 2009, the Company recorded discontinued operations revenue of approximately \$260,000 and a net loss of \$1,477,085 which includes the loss on disposal of discontinued operations of \$1,294,733.

**Notes to Financial Statements**

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**Note 12. Management's Plans**

As of December 31, 2010 and 2009, the Company had a working capital deficit of \$2,427,788 and \$2,826,479, respectively. Additionally, the Company has positive cash flows from operations of \$2,021,590 and \$1,198,353, and operating income of \$1,375,005 and \$1,019,298, respectively, for the years ended December 31, 2010 and 2009. Management has taken several actions to ensure that the Company will continue in business through December 31, 2011, including investigating a refinance of its line of credit to obtain a longer term maturity date. Management's plans may also include raising additional capital to pay-off short term debts. The Company will continue to focus on building its network of franchisees and securing travel arrangements for customers through its website [www.cruiseplanners.com](http://www.cruiseplanners.com).

**McGladrey & Pullen**  
Certified Public Accountants

## **CP Franchising, LLC**

Financial Report  
12.31.2009

## Contents

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Independent Auditor's Report

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# McGladrey & Pullen

Certified Public Accountants

## Independent Auditor's Report

To the Members  
CP Franchising, LLC  
Coral Springs, Florida

We have audited the accompanying balance sheets of CP Franchising, LLC as of December 31, 2009 and 2008, and the related statements of income, members' equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. 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 audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CP Franchising, LLC as of December 31, 2009 and 2008, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 11 to the financial statements, the Company's wholly-owned subsidiary, CP Conferences, LLC, was sold on December 29, 2009.

*McGladrey & Pullen, LLP*

West Palm Beach, Florida  
April 16, 2010

CP Franchising, LLC

Balance Sheets

December 31, 2009 and 2008

<b>Assets (Note 6)</b>	<b>2009</b>	<b>2008</b>
<b>Current Assets</b>		
Cash	\$ 3,615	\$ 4,035
Accounts receivable, net (Note 2)	2,370,508	2,076,200
Prepaid expenses	45,744	165,986
Other current assets	40,394	37,082
<b>Total current assets</b>	<b>2,460,261</b>	<b>2,283,303</b>
Furniture and Equipment, net (Note 3)	884,720	346,676
<b>Other Assets</b>		
Notes receivable from members (Note 5)	1,000,000	1,000,000
Intangible assets, net (Notes 4 and 11)	1,810,270	2,403,687
Goodwill (Note 11)	4,501,708	5,631,708
Deposits	10,563	30,920
	<b>\$ 10,667,522</b>	<b>\$ 11,696,294</b>
<b>Liabilities and Members' Equity</b>		
<b>Current Liabilities</b>		
Cash overdraft	\$ 166,341	\$ -
Line of credit (Note 6)	1,105,628	-
Current portion of notes payable (Note 7)	500,000	500,000
Current portion of note payable to Nassau Research (Note 7)	-	175,000
Due to member (Note 10)	100,000	-
Accounts payable	92,446	35,788
Commissions payable	2,582,672	2,492,184
Accrued expenses (Notes 8, 9 and 10)	481,944	512,265
Deferred revenue	260,617	328,789
<b>Total current liabilities</b>	<b>5,289,648</b>	<b>4,044,026</b>
Commitments and Contingencies (Notes 8 and 10)		
<b>Long-Term Debt</b>		
Line of credit (Note 6)	-	1,283,758
Notes payable, net of current portion (Note 7)	83,333	583,333
	<b>83,333</b>	<b>1,867,091</b>
Members' Equity (Note 5)	5,294,541	5,785,177
	<b>\$ 10,667,522</b>	<b>\$ 11,696,294</b>

See Notes to Financial Statements.



CP Franchising, LLC

Statements of Income  
Years Ended December 31, 2009 and 2008

	2009	2008
Revenue (Note 2):		
Commission revenues, net of allowances for estimated cancellations	\$ 13,585,064	\$ 16,303,133
Franchise fees	1,437,041	1,007,496
Seminars	274,413	360,335
Advertising	1,786,515	1,453,954
Other	442,374	455,249
<b>Total revenue</b>	<b>17,525,407</b>	<b>19,580,167</b>
Cost of revenue:		
Travel commission costs	9,783,312	11,839,435
Franchise costs	1,100,243	639,307
Seminar costs	246,466	304,941
Advertising costs	1,154,465	1,001,534
Other costs	13,678	16,161
<b>Total cost of revenue</b>	<b>12,298,164</b>	<b>13,801,378</b>
<b>Gross profit</b>	<b>5,227,243</b>	<b>5,778,789</b>
Operating and administrative expenses (Note 10)	4,207,945	3,961,848
<b>Operating income</b>	<b>1,019,298</b>	<b>1,816,941</b>
Financial income (expenses):		
Interest income (Note 5)	46,900	46,900
Interest expense	(79,749)	(199,443)
	<b>(32,849)</b>	<b>(152,543)</b>
<b>Income from continuing operations</b>	<b>986,449</b>	<b>1,664,398</b>
Loss from discontinued operations (including loss on disposal of \$1,294,733) (Note 11)	(1,477,085)	(366,443)
<b>Net (loss) income</b>	<b>\$ (490,636)</b>	<b>\$ 1,297,955</b>

See Notes to Financial Statements.

CP Franchising, LLC

Statements of Members' Equity  
Years Ended December 31, 2009 and 2008

	2009	2008
Balance, beginning	\$ 5,785,177	\$ 6,571,762
Net (loss) income	(490,636)	1,297,959
Distributions to members	-	(2,084,544)
Balance, ending	<u>\$ 5,294,541</u>	<u>\$ 5,785,177</u>

See Notes to Financial Statements.

CP Franchising, LLC

Statements of Cash Flows  
Years Ended December 31, 2009 and 2008

	2009	2008
<b>Cash Flows From Operating Activities</b>		
Net (loss) income	\$ (490,636)	\$ 1,297,959
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	73,940	31,997
Amortization	428,684	441,583
Bad debt expense (recovery)	82,309	(32,655)
Loss on discontinued operations	1,294,733	-
Changes in assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	(376,617)	(14,312)
Prepaid expenses	120,242	(9,594)
Other assets	17,045	29,280
Increase (decrease) in:		
Accounts payable	56,658	(133,382)
Commissions payable	90,488	(9,529)
Accrued expenses	(30,321)	(72,359)
Deferred revenue	(68,172)	127,783
<b>Net cash provided by operating activities</b>	<b>1,198,353</b>	<b>1,656,771</b>
<b>Cash Flows Used In Investing Activities</b>		
Purchase of property and equipment	(611,984)	(310,893)
<b>Cash Flows From Financing Activities</b>		
Checks in excess of bank balance	166,341	19,422
Borrowings on long-term debt	-	1,500,000
Borrowings from member	100,000	-
Principal payments on long-term debt	(675,000)	(795,856)
Distributions to members	-	(2,084,544)
Net (repayments) borrowings on lines of credit	(178,130)	19,135
<b>Net cash used in financing activities</b>	<b>(586,789)</b>	<b>(1,341,843)</b>
<b>Net (decrease) increase in cash</b>	<b>(420)</b>	<b>4,035</b>
<b>Cash:</b>		
Beginning	4,035	-
Ending	\$ 3,615	\$ 4,035
<b>Supplemental Disclosures of Cash Flow Information</b>		
Cash payments for interest	\$ 87,933	\$ 183,092

See Notes to Financial Statements.

## CP Franchising, LLC

### Notes to Financial Statements

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

Nature of business: CP Franchising, LLC (the "Company") was organized in the State of Delaware as a limited liability company on July 25, 2005 to operate as a franchisor and travel agency.

The Company uses its network of franchisees to sell travel throughout the United States. The Company secures travel arrangements for customers and sells travel agent franchises through its website [www.cruiseplanners.com](http://www.cruiseplanners.com).

The Company's wholly-owned subsidiary, CP Conferences, LLC, was sold on December 29, 2009 (see Note 11). CP Conferences, LLC, arranged and booked conferences for medical professionals and other organizations to be held on cruises.

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

Accounting Standards Codification: The Company adopted the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC"). The ASC does not alter current accounting principles generally accepted in the United States of America ("GAAP"), but rather integrated existing accounting standards with other authoritative guidance. The ASC provides a single source of authoritative GAAP for nongovernmental entities and supersedes all other previously issued non-SEC accounting and reporting guidance. The adoption of the ASC did not have any effect on the Company's financial statements.

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

Revenue recognition: The Company has three primary sources of revenue: commissions related to cruises and ancillary services, franchise sales, and advertising. Commissions revenue related to cruises are recognized when the sail date of the cruise is within 75 days from departure (the period when travel is no longer cancelable without penalty). Commissions related to ancillary services (such as selling travel insurance) are recognized when the sales are made or the services are performed. Revenues from volume-based programs, commonly referred to as override commissions, are recorded at the time the benchmarks for payments are met. Revenues from sales of franchises are recognized when the Company has completed its initial obligations to the franchisee.

The Company receives cooperative advertising reimbursements from various contracts and agreements it has with its travel suppliers. Pursuant to these cooperative programs, the travel suppliers defray the Company's expenditures for internal production costs and direct reimbursable external advertising costs.

Cash: The Company maintains substantially all of its cash at one financial institution which, at times, may exceed federally-insured amounts.

Notes to Financial Statements

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

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

Notes receivable: Notes receivable from members are stated at the amount of unpaid principal due from the member. The loans are collateralized with the member's equity interest in the Company. Interest income is recorded as earned on the accompanying statements of income.

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

	Years
Computer equipment	3
Software	3
Furniture and fixtures	7
Leasehold improvements	5

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

Goodwill: The Company records as goodwill the excess of purchase price over the fair value of the identifiable net assets acquired. The Company prescribes a two-step process for impairment testing of goodwill, which is performed annually, as well as when an event triggering impairment may have occurred. The first step tests for impairment while the second step, if necessary, measures the impairment. The Company has elected to perform its annual analysis as of December 31 of each year. Due to the decision to discontinue operations of CP Conference, as discussed in Note 11, Discontinued Operations, the Company recognized an impairment of goodwill of \$1,130,000 as of December 31, 2009. No other indications of impairment were identified during the years ended December 31, 2009 and 2008.

Notes to Financial Statements

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

Intangible assets: Intangible assets consist of acquired franchisee relationships and cruiseline relationships. Amortization is computed using the straight-line method over the following estimated useful lives:

	Years
Franchisee relationships	7
Cruise line relationships	20
Internally developed software	3

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

Effective January 1, 2009, the Company adopted the accounting standard for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Company may recognize the tax benefit from an uncertain tax position only if it is more-likely-than-not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The guidance on accounting for uncertainty in income taxes also addresses de-recognition, classification, interest and penalties on income taxes, and accounting in interim periods.

Commissions payable: Commissions payable to franchisees for travel packages sold are recognized when the sail date is within 75 days from departure. Commissions expense is calculated as the expected commissions payable to franchisees on the travel packages purchased by the passenger. Commissions are payable to franchisees on the date of departure.

Advertising: Nonrevenue-generating advertising costs are expensed as incurred.

Deferred financing costs: The Company has incurred financing charges in the acquisition of debt. These charges are amortized over the terms of the related debt utilizing the interest method. Amortization expense of \$9,954 and \$20,054 was included in interest expense for the years ended December 31, 2009 and 2008, respectively.

Distributions to members and allocation of profits and losses: Subject to certain provisions contained in the Limited Liability Company agreement, profits and losses are allocated to the members in proportion to their respective ownership percentages. Distributions are made in accordance with the terms of the Limited Liability Company agreement.

Subsequent events: Management has assessed subsequent events through April 16, 2010, the date on which the financial statements were available to be issued.

Notes to Financial Statements

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

Reclassification: Certain expenses on the statement of income for the year ended December 31, 2008, have been reclassified due to the discontinued operations of CP Conferences as further discussed in Note 11, Discontinued Operations.

Fair value of financial instruments: Effective January 1, 2009, the Company adopted new accounting guidance related to fair value measurements which provides a framework for measuring fair value under generally accepted accounting principles. This guidance applies to all financial instruments that are being measured and reported on a fair value basis. Under this new guidance, fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various methods including market, income and cost approaches. Based on these approaches, the Company often uses certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and/or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Company uses valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques the Company is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.
- Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.
- Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer, or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

Certain assets and liabilities are measured at fair value on a nonrecurring basis; that is instruments are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances (for example, when there is evidence of impairment).

In determining the appropriate levels, the Company performs a detailed analysis of the assets and liabilities that are subject to the new guidance. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3. As of December 31, 2009, the Company's assets that have been measured on a nonrecurring basis are classified as Level 3.

CP Franchising, LLC

Notes to Financial Statements

**Note 2. Accounts Receivable**

Accounts receivable consisted of the following as of December 31, 2009 and 2008:

	2009	2008
Commissions receivable	\$ 1,996,534	\$ 1,934,591
Advertising reimbursements	526,599	250,417
Other	146,206	49,603
	<u>2,669,339</u>	<u>2,234,611</u>
Less allowance for doubtful accounts	298,831	158,411
Accounts receivable, net	<u>\$ 2,370,508</u>	<u>\$ 2,076,200</u>

Revenues for the years ended December 31, 2009 and 2008 include sales to the following major customers together with the receivables due from those customers as of December 31, 2009 and 2008:

Customer	2009		2008	
	Revenue	Receivables	Revenue	Receivables
A	\$ 2,779,724	\$ 662,536	\$ 3,845,866	\$ 639,333
B	1,606,718	374,757	2,205,705	106,723
C	2,239,258	407,141	2,396,154	277,284
	<u>\$ 6,625,700</u>	<u>\$ 1,444,434</u>	<u>\$ 8,447,725</u>	<u>\$ 1,023,340</u>

**Note 3. Property and Equipment**

Furniture and equipment as of December 31, 2009 and 2008 consists of the following:

	2009	2008
Internally developed software	\$ 258,381	\$ 26,684
Computer equipment	167,613	108,864
Furniture and fixtures	15,893	12,213
Leasehold improvements	4,990	4,990
	<u>446,877</u>	<u>152,751</u>
Less accumulated depreciation and amortization	133,397	79,457
	<u>313,480</u>	<u>73,294</u>
Software under development	571,240	273,382
	<u>\$ 884,720</u>	<u>\$ 346,676</u>

Depreciation expense for the years ended December 31, 2009 and 2008 was \$73,940 and \$31,997, respectively.



CP Franchising, LLC

Notes to Financial Statements

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**Note 4. Intangible Assets**

Intangible assets as of December 31, 2009 and 2008, and the related amortization expense for the years then ended are as follows:

	2009	2008
Franchisee relationships	\$ 1,960,000	\$ 1,960,000
Cruise line relationships	1,395,000	1,395,000
Customer list	-	430,000
	<u>3,355,000</u>	<u>3,785,000</u>
Less accumulated amortization	1,544,730	1,381,313
	<u>\$ 1,810,270</u>	<u>\$ 2,403,687</u>
Amortization expense	<u>\$ 428,684</u>	<u>\$ 441,583</u>

Due to the discontinued operations of CP Conferences as discussed in Note 11, Discontinued Operations, the Company recognized an impairment of intangible assets of \$430,000 and related accumulated amortization of \$265,267.

As of December 31, 2009, estimated future amortization expense is as follows:

Year Ending December 31,	Amount
2010	\$ 349,750
2011	349,750
2012	233,083
2013	69,750
Thereafter	807,937
	<u>\$ 1,810,270</u>

## CP Franchising, LLC

### Notes to Financial Statements

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#### Note 5. Notes Receivable From Members

The Company has two note receivable agreements with members of the Company. Notes receivable as of December 31, 2009 and 2008, consist of the following:

	2009	2008
4.69% promissory note, interest only of \$23,450 due annually, principal payable on November 10, 2015, collateralized by member's interest in the Company.	\$ 500,000	\$ 500,000
4.69% promissory note, interest only of \$23,450 due annually, principal payable on November 10, 2015, collateralized by member's interest in the Company.	500,000	500,000
	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>

Interest income for the years ended December 31, 2009 and 2008, totaled \$46,900 and \$46,900, respectively, under these notes receivable from members.

#### Note 6. Line of Credit

In January 2008, the Company entered into a revolving line of credit with a new financial institution. The revolving line of credit provides for borrowings through April 2010. Borrowings bear interest at 1-month LIBOR plus 2.25% (2.49% as of December 31, 2009). The maximum amount that may be outstanding under the line of credit is \$2,500,000. The line of credit is collateralized by substantially all the assets of the Company and guarantees of the members of the Company.

Under the terms of the line of credit agreement and the term loan, the Company is required to maintain various financial and other covenants including a minimum debt service ratio, maximum funded debt ratio and minimum borrowing base.

The outstanding balance on the line of credit as of December 31, 2009 and 2008, was \$1,105,628 and \$1,283,758, respectively.

As shown in the accompanying financial statements as of December 31, 2009, the Company's current liabilities exceed its current assets by approximately \$3,102,000 due, in part, to the expiration of its line of credit in May 2010. In March 2010, the lender provided the Company with a written commitment for the renewal of the line of credit for at least an additional year (through May 2011). The Company and the lender are in negotiations regarding the terms of the line of credit, including interest rate, borrowing limits, covenants and fees.

Interest expense for the years ended December 31, 2009 and 2008, totaled \$39,497 and \$97,107, respectively.

CP Franchising, LLC

Notes to Financial Statements

**Note 7. Long-Term Debt**

Long-term debt consists of the following as of December 31, 2009 and 2008:

	<u>2009</u>	<u>2008</u>
Unsecured promissory note to Nassau Research Associates, Inc., interest only payable monthly at 7%, with monthly principal payments of \$29,167 commencing on December 31, 2007, paid in full on November 30, 2009.	\$ -	\$ 175,000
Term loan with a bank (see Note 6), due in monthly installments of \$41,667 commencing on March 2008 through February 2011, including interest at one-month LIBOR plus 3.5% (3.74% as of December 31, 2009).	<u>583,333</u>	<u>1,083,333</u>
	<u>583,333</u>	<u>1,258,333</u>
Less current portion	<u>500,000</u>	<u>675,000</u>
	<u>\$ 83,333</u>	<u>\$ 583,333</u>

Interest expense for the years ended December 31, 2009 and 2008, totaled \$32,926 and \$101,874, respectively, under these promissory notes.

Future annual principal payments due under aggregated long-term debt obligations as of December 31, 2009 are as follows:

Year Ending December 31,	Amount
2010	\$ 500,000
2011	83,333
	<u>\$ 583,333</u>

CP Franchising, LLC

Notes to Financial Statements

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**Note 8. Commitments**

Operating leases: The Company leases various office space and equipment under noncancelable lease agreements with terms ranging from four to five years expiring through October 2011. The term of the office lease calls for a 4% rate increase on November 1<sup>st</sup> of the last year of the lease. The Company is also required, under the terms of the lease agreement, to pay for common area maintenance. Common area maintenance rates are adjusted annually by the landlord and calculated based on the square footage occupied by the Company on a monthly basis. Rent expense, including common area maintenance, was \$259,380 and \$326,324 for the years ended December 31, 2009 and 2008, respectively. Aggregate future minimum annual rental payments required under the lease agreements as of December 31, 2009 are as follows and do not include common area maintenance commitments:

Year Ending December 31,	
2010	\$ 168,850
2011	139,021
	<u>\$ 307,871</u>

**Note 9. Retirement Plan**

The Company maintains a defined contribution 401(k) profit sharing plan covering all eligible employees who have completed minimum service requirements. The plan provides for a discretionary profit sharing contribution and deferral contributions allowable under code section 401(k) of the Internal Revenue Code. In years past, the Company contributed to eligible employees' accounts based on a 3% contribution. The Company's contributions vest 20% after two years and are fully vested after six years. During 2009, the Company matched 100% of employee contribution up to \$2,000 per employee.

The Company recognized contribution expense during the years ended December 31, 2009 and 2008 of \$26,728 and \$22,434, respectively. The Company has \$26,728 and \$4,000 in retirement plan obligations included in accrued expenses as of December 31, 2009 and 2008, respectively.

**Note 10. Other Related Party Transactions**

Consulting Agreement: The Company and an entity related to a member of the Company entered into a professional services agreement (the "Agreement"). The Agreement calls for the related party to render management, consulting and financial services in connection with the operations, planning and financing of the Company. In consideration for the above services, the related party will be paid a fee of \$10,000 monthly through August 2009. The Agreement increased to \$15,000 per month effective September 1, 2009. \$140,000 and \$120,000 was paid during the years ended December 31, 2009 and 2008, respectively.

Due to member: In October 2009, a member made an unsecured loan to the Company. Outstanding amounts under this loan bear interest at 10% which is payable monthly. As of December 31, 2009, the outstanding balance on this loan totaled \$100,000 and was classified as a current liability in the accompanying balance sheet as it is due upon demand. As of December 31, 2009, related party interest incurred was \$2,500 and included in accrued expense as of December 31, 2009.

## CP Franchising, LLC

### Notes to Financial Statements

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#### **Note 11. Discontinued Operations**

On December 29, 2009, the Company discontinued the operations of its wholly-owned subsidiary, CP Conferences, LLC. On December 29, 2009, CP Conferences, LLC consisted of assets of \$1,294,733, representing goodwill and net intangible assets. CP Conferences, LLC had no liabilities as of December 29, 2009. As a result of the decision to discontinue operations of the subsidiary, the Company recognized an impairment of goodwill of \$1,130,000 and impairment of net intangible assets of \$164,733.

As of December 31, 2009, the Company recorded discontinued operations revenue of approximately \$260,000 and a net loss of \$1,477,085 which includes the loss on disposal of discontinued operations of \$1,294,733.

**EXHIBIT “C”**  
**TO THE *CRUISE PLANNERS*® DISCLOSURE DOCUMENT**  
**LIST OF FRANCHISEES**

<b>Last</b>	<b>First</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>Business Phone</b>
Knight	Anne	PO Box 221645,	Anchorage	AK	99522	907-865-9122
Giffin	Jim	5018 Stratford Rd,	Birmingham	AL	35242	205-623-5600
Evans	Donna	11280 Halcyon Loop,	Daphne	AL	36526	251-621-0550
Lee	Jeremy	119 Bradberry Drive,	Dothan	AL	36305	334-803-0413
Shivers	Teresa	1709 monteagle drive,	Hoover	AL	35244	205-937-1615
Prentkiewicz	Mary	672 Flagstaff Drive,	Montgomery	AL	36109	(334) 375-4722
Wood	Randy Mary	701 EARLS COURT,	BENTONVILLE	AR	72712	479-254-8472
Madden	Ken	918 West Main St #3,	Cabot	AR	72023	501-843-4783
Parker	Paul	1005 S. MAIN ST.,	SEARCY	AR	72143	501-278-5353
Desjeunes-Sunder	Eva	934 SUNDOWN DRIVE,	SHOW LOW	AR	85901	928-532-7740
Powers	Vicki	41815 N. La Cantera Drive,	Anthem	AZ	85086	480-656-5648
Scheppe	William	PO Box 6608,	Chandler	AZ	85246	480-664-7661
Corchuelo	Maria	2291 W Rockrose Pl,	Chandler	AZ	85248	480-219-7070
Bostrom	Kim	6495 W Admiral Ct,	Florence	AZ	85132	520-861-1867
Novoy	John	5350 W Michigan Ave,	Glendale	AZ	85308	602-687-9372
Krishnamurthy	Vani	7427 W CREST LANE	GLENDALE	AZ	85310	623-444-2992
Frederick	Kim	40241 Lococo Street,	Maricopa	AZ	85138	973-248-7626
Ong	Carl	9626 E Osage Ave.,	Mesa	AZ	85212	480-382-3320
Sinteral	Robbie	3231 S Brice,	Mesa	AZ	85212	480-357-7866
Vernon	John	10458 W. Via Montoya,	Peoria	AZ	85383	623-937-3757
Anderson	Roy K.	3338 E. GLENHAVEN DRIVE,	PHOENIX	AZ	85048	480-704-0337
Dada	Leila	16434 S 2nd Ave,	Phoenix	AZ	85045	480-656-6796
Fowler	Matthew	2902 W Sweetwater, #1034	Phoenix	AZ	85029	602-881-6940
Stansfield	Barbara	4204 E. Tether Trail,	Phoenix	AZ	85050	480 336-2525
Eickhoff	Steve	3015 W Anderson Dr,	Phoenix	AZ	85053	602-843-1662
Palermo	Loretta	20352 E Camina Plata,	Queen Creek	AZ	85142	480-626-5510
Silman	Christopher	810 W. CALLE VALENCIANA	SAHUARITA	AZ	85629	520-407-6410
Peirson	Michael	12196 E. Wethersfield Road,	Scottsdale	AZ	85259	480-391-0646
Cunkelman	Allen (Wade)	9324 N. SUN LAKES BLVD,	SUN LAKES	AZ	85248	480-883-1722
Cline	Boni	7503 West Suncatcher Drive,	Tucson	AZ	85743	520-743-9873
Herklotz	Jack	8987 E Tanque Verde, #309-186	Tucson	AZ	85749	520-749-4775
O'Donnell. Acc	Doug	6795 E CALLE LA PAZ #1205,	TUCSON	AZ	85715	520-829-4220
Esborn	Anne	3514 S Desert Promenade Rd,	Tucson	AZ	85735	520-477-7447
Peters	Melinda	P.O.Box 241,	AZUSA	CA	91702	626 815 5909
Miller	Laura	9530 Hageman Rd. Ste. B #306,	Bakersfield	CA	93312	661-368-2525
Mcinerney	Terry	1394 WEST FIFTH ST,	BENICIA	CA	94510	925-988-8070

Santos	Evelyn	16654 Soledad Canyon Rd #407 ,	Canyon Country	CA	91387	661-310-0999
Koepfel	Ame	535 Port Harwick,	Chula Vista	CA	91913	619-600-3956
Rowe	Wayne	619 Dolphin Drive,	Danville	CA	94526	925-838-5479
Reyes	Merlita	23441 Golden Springs Dr., # 101	Diamond Bar	CA	91765	909-618-6718
Tavano	Karen	1050 Morro Roiad,	Fallbrook	CA	92028	951-225-8842
Kennedy	Lisa	2795 East Bidwell St. #100-194,	Folsom	CA	95630	916-496-8665
Strough	Dale	42835 Charleston Way,	Fremont	CA	94538	510-825-3597
Pardo	Beatrice	4117 M Atlas Way,	Fresno	CA	93705	559-246-4901
Peng	Tammy	1636 Tyler Drive,	Fullerton	CA	92835	714-582-2837
Nicoloudis	Nick	2066 Empire Mine Circle,	Gold River	CA	95670	916-638-7429
Wilkins	Ken	1539 San Diego Loop,	Grover Beach	CA	93433	559-909-1956
Seidel	Barbara	PO Box 818,	Idyllwild	CA	92549	619-303-4261
Finorio	Paul	80479 Camino San Mateo,	Indio	CA	92203	760-772-2373
Zhang	Kan	939 Radecki Ct,	Industry	CA	91748	909-393-6963
Myers	Elizabeth	2268 Scholarship,	Irvine	CA	92612	949-251-0276
Martindale	Adam	10003 Mozelle Lane,	La Mesa	CA	91941	206-399-2138
Lowry	Susan	24871 Calle Carmel,	Laguna Hills	CA	92653	949-768-5200
Shilkret	James	24329 Alliene Ave,	Lomita	CA	90717	1-562-608-8154
Handler	Helene	5208 E ABBEYFIELD ST	LONG BEACH	CA	90815	562-985-0064
Brahms	Helen	2337 Roscomare Rd, #2-245	Los Angeles	CA	90077	818-528-8300
Han	Steve	1901 W Olympic Blvd, # 101,	Los Angeles	CA	90006	213-365-2110
Jacoby	Jeff	2370 W CLEVELAND AVE, STE 108 PMB 213	Madera	CA	93637	559-363-2258
Schellenbaum	Wes	1304 Elm Avenue,	Manhattan Beach	CA	90266	310-546-9618
Baerg	Janice	26828 Desert Locust,	Murrieta	CA	92562	951-698-3706
Wardak	Sad	38015 Encanto Rd,	Murrieta	CA	92563	951-698-8117
Robinson	Susan	495 Stonehouse Drive,	Napa	CA	94558	707.251.0700
Patterson	Sharon	310 Fernando St, Unit 209,	Newport Beach	CA	92661	949-566-0064
Booker	Myra	5765 Los Angeles St,	Oakland	CA	94608	510-601-8197
Karabas	Lenora	5456 Loganberry,	Oceanside	CA	92057	760-941-9060
Schneiderman	Paul	440 S. EL CIELO RD, 362,	Palm Springs	CA	92262	760-322-6069
Katcher	Philip	611 s palm canyon dr, 7-447	palm springs	CA	92264	760-322-6778
Wick	Terry	420 E. Ranch Vista Blvd.,	Palmdale	CA	93550	661-771-9425
Boyd	Garrett	2001 Bunkhouse Court,	Placerville	CA	95667	530-295-8225
Moore	Sandra	P.O. Box 849, 9444 Wheeler Loop	Plymouth	CA	95669	209-245-4125
Doxie	Anna	14450 Twin Gables Court,	Poway	CA	92064	858-748-0986
Fisher	Patrick	17207 ACANTO DRIVE,	RAMONA	CA	92065	760-440-9843
Biscornet	Thom	2732 FISK LANE,	REDONDO BEACH	CA	90278	310-214-8998



Harper	Lisa	1539 N. China Lake Blvd, Box #172	Ridgecrest	CA	93555	1-760-301-0990
Mendonca	Julie	4932 Charter Rd,	Rocklin	CA	95765	916-803-4967
Bartolome	Arlene	41 Whispering Trees Court,	Rodeo	CA	94572	510-799-1283
Jenkins	Andy	2315 Marina Glen Way,	Sacramento	CA	95833	916-692-8514
Nolasco	Estela	2030 Willow Way,	San Bruno	CA	94066	650-867-1422
Augustson	Claudia	2409 Calle Monte Carlo,	San Clemente	CA	92672	949-366-0384
Cattaneo	Justina	104 Surf Drive,	San Clemente	CA	92672	949-487-9447
Eide	Gerry	5663 Balboa Ave. #458,	San Diego	CA	92111	858-279-4946
Shulman	Barbara	6249 Romo St.,	San Diego	CA	92115	619-548-1289
Flores	Marcela	1475 GULL COVE #123,	SAN DIEGO	CA	92154	619-565-2648
Paton	Dave	10327 Crosscreek Terrace,	San Diego	CA	92131	858-368-9356
Lopez	Michelle	5669 Snell Avenue #372,	San Jose	CA	95123	(408) 715-7196
Lance	Joe	1840 Gateway Drive #205,	San Mateo	CA	94404	650-539-2339
Graham	Julieann	520 Cashew Ct,	San Ramon	CA	94583	925-829-7245
Dillon	Elena	15035 Live Oak Springs Cyn Rd,	Santa Clarita	CA	91387	661-349-7449
Hoffman	Shauna	22475 Guadilamar Dr,	Santa Clarita	CA	91350	661-297-3208
Schulz	Nick	2028 Crimson Lane,	Santa Rosa	CA	95403	707-595-3000
Colenzo	Kim	7105 E. Hurlbut Avenue,	Sebastopol	CA	95472	707-824-8921
Manzoni	Mark	30981 River Rd,	Soledad	CA	93960	831-776-2340
Lee	Melissa	10526 Pyramid Dr,	stockton	CA	95219	916-485-3161
Fesler	Jean	1467 OWEN SOUND DR,	SUNNYVALE	CA	94087	408-568-8802
Lum	Debbie	1669-2 Hollenbeck Ave, #229,	Sunnyvale	CA	94087	408-773-8332
Monsen	Donna	31265 Gleneagles Drive,	Temecula	CA	92591	951-693-9880
Baker	Mary	33175 Temecula Pkwy. Ste. A-626,	Temecula	CA	92592	858-335-0605
Judah	Jan Jay	5418 Calle De Arboles,	Torrance	CA	90505	310-378-7623
Stock	Lyna	13 Altimira,	Trabuco Canyon	CA	92679	949-264-6002
Bitzer	Patrick	360 E. 1st St. #223,	Tustin	CA	92780	714-245-0400
Marpuri	Leslie	1936 Abreu Way,	Union City	CA	94587	510-477-9668
Anderson	Violet	1854 N. 1st Ave.,	Upland	CA	91784	909-532-8497
Martinsen	Alan	25637 ALMENDRA DRIVE,	VALENCIA	CA	91355	661 714-2133
Jones	Robert	20304 Via Oporto,	Yorba Linda	CA	92886	714 693 3729
Ganley	G. Scott	17012 E Aberdeen Dr,	Aurora	CO	80016	303-693-1723
Eichhorn	Paul	4114 S Liverpool Way,	Aurora	CO	80013	303-356-2787
Conway	Shirley	6262 So Ash Circle West,	Centennial	CO	80121	303-770-5715
Weadick	Robbie	3155 E. Phillips Dr,	Centennial	CO	80122	303-770-4101
Barker	Jack	1495 E. Irish Lane,	CENTENNIAL	CO	80122	303-795-0306
Finnegan	Kelly	6166 S. Eudora Way,	Centennial	CO	80121	720-272-7955
Mcgannon	Greg	3322 Water Street,	Colarado Springs	CO	80904	719-632-3835
Suazo	Marjorie	3107 W. Colorado Ave, #259	COLORADO SPRINGS	CO	80904	719-573-8009

Kirkpatrick	Kelly	9 W. Main,	Cortez	CO	81321	970-565-8195
Peterson	Eric	1894 S MADISON ST,	DENVER	CO	80210	303-495-5717
White	Richard	2135 TREMONT PLACE,	DENVER	CO	80205	720-652-4824
Hockley	John	1314 W Gill Pl,	Denver	CO	80223	480-831-3853
Kneller	Jeff	58 Snow Peak Ct,	Dillon	CO	80435	970-468-9531
Sudduth	Ken	350 Peregrine Pt.,	Eaton	CO	80615	970-454-3400
Mcgraw	Barbra	2303 Owens Ave, Unit 103,	Fort Collins	CO	80528	970-568-8044
Matson	Tammy	445 DEERFIELD CIRCLE,	FT COLLINS	CO	80524	970-407-8134
Joubert	Michelle	9910 S Melbourne Place,	Highlands Ranch	CO	80130	303-378-9012
Kief	Justin	9501 Sand Hill Ct,	Highlands Ranch	CO	80126	303-317-6669
Gregory	Jeff	1595 Iris St,	Lakewood	CO	80215	303-980-6483
Mccraw	Julia	10262 Spread Eagle Mtn,	Littleton	CO	80127	303-948-2273
Ashton	Kelly	P.O. Box 622011,	Littleton	CO	80162	720-323-8906
Watson	Mikki	8464 Liverpool Circle,	Littleton	CO	80125	303-728-9019
Malcolm	Scott	15391 Bluebonnet Dr,	Parker	CO	80134	303-805-5166
Sands	Melody	11207 GRAY ST,	Westminster	CO	80020-6874	720-234-3762
Divilio	Louis	123 Bennett RD,	East Haven	CT	06513	203-468-6072
Przysiecki	Kenneth	396 EASTBURY HILL ROAD,	GLASTONBURY	CT	06033	860-305-0562
De Dad	Virginia	65 Independence Drive,	Huntington	CT	06484	203-402-0632
Marsh	Leslie	28 Brierwood Drive,	Orange	CT	05477	203-799-2367
Pittari	Lori	790 Peter Rd,	Southbury	CT	06488	203-405-1988
Greenwald	Mark	154 N COMPO ROAD	WESPORT	CT	06880	203-221-3171
Dehaas	Fay	4 Henley Way,	West hartford	CT	06117	860-206-8244
Cate	Paul	616 Quincy St NW,	Washington	DC	20011	202-618-4575
Husbands	Cindy	23148 Pine Run,	DE	DE	19966	302 381 9249
Chavanne	Roseann	364 E. Main Street, Suite 416	Middletown	DE	19709	302-449-6140
Maupai	Nancy	13 Deer Trail,	Millville	DE	19967	302-541-4681
Raffel	Joanne	4 High Pond Drive,	Newark	DE	19711	302-507-5497
Parker	Doug	18180 Riverchase Ct,	Alva	FL	33920	(863) 983-2499
Bellingrath	Christian	223 Flamingo, Suite 102	Apollo Beach	FL	33572	813-992-0502
Tyo	Lesia	5206 Point Harbor Lane,	Apollo Beach	FL	33572	813-938-1673
Turner	Chip	2041 Nobscot Place,	Apopka	FL	32703	407-703-5915
Selma Silverman	Stars Cruises -	4000 island blvd., 2302	Aventura	FL	33160	305-918-0054
Dello Russo	Ron	2903 POINT EAST DRIVE, APT-414	AVENTURA	FL	33160	305-935-3011
Desrois	Sonia	2780 NE 183rd St, Apt 1402,	Aventura	FL	33160	786-925-9395
Koodallur	Suma	3600 Mystic Pointe Dr, Apt 513,	Aventura	FL	33180	954-889-1013
De Domenico	Angela	5030 Champion Blvd, G6 PMB 431	Boca Raton	FL	33496	561-893-9605
Wertheimer	Judith	22759 El Dorado Drive,	Boca Raton	FL	33433	561-362-4020
Siegel	Doris	102 NE 2nd St #414,	Boca Raton	FL	33432	561-750-2253

Rich	Eleanore	8427 CYPRESS LANE #10F,	BOCA RATON	FL	33433	954 675-8711
Mason	Ray & Eva	22310 CAMCO DRIVE EAST	BOCA RATON	FL	33433	561-391-8601
Allen	Michelle	22518 Grouper Court,	Boca Raton	FL	33428	561-470-5134
Federigo	Josephine	5951 WELLESLEY PARK DR, #702	BOCA RATON	FL	33433	561-750-5455
Koелеmeyer	Carol	28324 Nautica Ln,	Bonita Springs	FL	34135	239-244-8870
Wild	Ellen	7258 Greenport Cove,	Boynton Beach	FL	33437	(561) 740-4878
Schussel	Linda	9122 Meridian View Isle,	Boynton Beach	FL	33473	1-561-736-3150
Stoll	Elliott	7099 Falls Road East,	Boynton Beach	FL	33437	561-736-1704
Podradchik	Paula	10428 Yarrow Dr,	Boynton Beach	FL	33437	561-498-5461
Cardona	Christopher	6615 W Boynton Beach Blvd, #316	Boynton Beach	FL	33437	866-582-7493
Leclair	Teresa	8919 Rockridge Glen Cove,	Boynton Beach	FL	33473	561-509-8300
Brown	Monica	6150 State Road 70 East,	Bradenton	FL	34203	941-227-2789
Maurillo	Patricia	11951 PRINCE CHARLES CT.,	CAPE CORAL	FL	33991	239-283-1935
Atanassov	Ethel	2717 Diplomat Parkway W,	Cape Coral	FL	33993	239-283-8901
Creadon	Terri	328 SE 17th Pl,	Cape Coral	FL	33990	239-673-7046
Ferguson	Stephen	838 Moonlit Lane,	Casselberry	FL	32707	407-388-3550
Lee	Ronald	611 Campus St #280,	Celebration	FL	34747	407-566-0127
Foster	Alex	1211 Stonecutter Drive Bldg 8 Unit 401,	Celebration	FL	34747	321-939-1590
Myers	Tony	10800 Crescent Ridge Loop,	Clermont	FL	34711	352-243-1206
Mason	Suzanne	2023 N. Atlantic Avenue, # 219	Cocoa Beach	FL	32931	305-451-9554
Cognetti	Abby Renee	1 Yacht Haven Drive, Cocoa Beach, FL 32931	Cocoa Beach	FL	32931	704-707-4245
Knight	Linda	46 Danube River Dr,	Cocoa Beach	FL	32931	321-392-3662
Samela	Carol Ann	4072 OxBow Drive,	Coconut Creek	FL	33073	954-429-1140
Zweig	Bob	5722 S FLAMINGO RD #294,	COOPER CITY	FL	33330	954-438-0080
Shipley	Valerie	11320 TEMPLE STREET,	COOPER CITY	FL	33330	954-680-9811
Knopfmacher Mcc	Esther Ruth	8784 NW 19 Street,	Coral Springs	FL	33071	954-752-2573
Isaacs	Elaine	273 NW 95 TERR,	CORAL SPRINGS	FL	33071	954-753-8308
Steiner	Faye	8386 SHADOW WOOD BLVD,	CORAL SPRINGS	FL	33071	954-340-8486
Waisblat	Helene	4018 NW 72 Avenue,	Coral Springs	FL	33065	954-755-9929
Fee	Mark A.	8113 NW 3RD PLACE,	CORAL SPRINGS	FL	33071	954-270-6378
Davis	Joanne	6369 NW 120 Dr.,	Coral Springs	FL	33076	954-346-7519
Abzug	Alysa	5431 North West 109 Lane,	Coral Springs	FL	33076	954-695-3542
Buchner	Sara	977 NW 83rd Drive,	Coral Springs	FL	33071	954 346-6777
Waltman	Mary	5 Alma Dr,	Crawfordville	FL	32327	850-926-5009
Doell	Wilhelmina	29129 Johnston Rd , #423	Dade City	FL	33523	352-588-5405
Emery	Karen Ann	10860 SW 38th DR,	Davie	FL	33328	954-473-4860

Wahlberg	Michael	8930 W. state Road 84, #294	Davie	FL	33324-4456	954-636-5885
Vogelman	James	8128 S. Savannah Circle,	Davie	FL	33328	954-423-6840
Zamora	Alexandra	12792 SW 26 St,	Davie	FL	33325	954-916-0933
Lilly	Nancy	3280 S ATLANTIC AVE,	Daytona Beach Shores	FL	32118	386 767-6551
Wilder	Joel	410 FOXHILL DRIVE,	DEBARY	FL	32713	386-774-5740
Petty	Donna	268 HAZELTINE DR,	DEBARY	FL	32713	386-668-9562
Gabriele	Missy	65 Deercreek Rd # H210,	Deerfield	FL	33442	954-531-1047
Polsinelli	Toni	1209 NW 51 Way,	Deerfield Beach	FL	33442	954-281-8519
Arzon	Carmen	1217 Bexley Ct,	Deland	FL	32720	386-848-5008
Yospe	Barbara	13232 Alhambra Lake Cir,	Delray Beach	FL	33446	561-638-1861
Hodes	Richard	14601 JETTY LANE,	DELRAY BEACH	FL	33446	561-637-4300
Levinsohn	Nancy	7856Trieste Place,	Delray Beach	FL	33446	1-561-495-8346
Jacobson	Barbara	1060 Citrus Way, Suite 202	Delray Beach	FL	33445	561 278 3311
Brams	Joanne	15358 STRATHEARN DRIVE,	DELRAY BEACH	FL	33446	561 400 3218
Hellenga	Elizabeth	2550 Placida Rd, Unit C	Englewood	FL	34224	941-681-2013
Nelson	Jill	9602 Liseron Drive,	Estero	FL	33928	239-947-5407
Matthews	Mike	85127 Amagansett Drive, Suite B	Fernandina Beach	FL	32034	904-548-0426
Aker	Sharon	95121 Bermuda Drive,	Fernandina Beach	FL	32034	904-310-6480
Cramer	Peggy	3101 NE 46 Street,	Fort Lauderdale	FL	33308	954-491-3342
Purchon	Amanda	2717 W Cypress Creek Road, Suite 1117	Fort Lauderdale	FL	33309	954-302-2698
Webber	Anthony & Lori	15061 Cloverdale Drive,	Fort Myers	FL	33919	239-344-9187
Hopkins	Rhonda	4065 Cherrybrook Loop,	Fort Myers	FL	33966	239-400-2520
Muter	Bunny	5411 NE 15th Avenue,	Ft Lauderdale	FL	33334	954-351-7070
Hoffman	Cathy	19554 Casa Verona Ct,	Ft Myers	FL	33967	239-603-6400
Bruciak	Michael	315 NE 3rd Ave, Unit 1007	Ft. Lauderdale	FL	33301	954-527-3851
Mozzott	Fran	4630 S.W. 42ND TERRACE,	FT. LAUDERDALE	FL	33314	954-684-1270/561-309-9817
Chambers	Ronald	1975 E. Sunrise Blvd., Suite 629	Ft. Lauderdale	FL	33304	954-975-7576
Alexander	Carol	1904 S OCEAN DRIVE #TS102,	HALLANDALE BEACH	FL	33009	954-455-5909
Paulat	Mary Anne	1019 NE 8th St,	Hallandale Beach	FL	33009	724-226-2335
Ferreiro	Barbara	7265 West 14 Avenue,	Hialeah	FL	33014	786-586-2884
Napoles	Arturo	921 E 29 Street,	Hialeah	FL	33013	786-353-1170
Guilarte	Olinda	2485 W 4th Ct,	Hialeah	FL	33010	350-887-7163
Mccummings	Esther	9799 SE Osprey Pt Dr,	Hobe Sound	FL	33455	772-545-8787

Berger	Les & Lynn	6051 N OCEAN DR - #1002,	HOLLYWOOD	FL	33019-4622	954-922-1015
Richards	Donna	7441 Forrest St,	Hollywood	FL	33024	954-962-1131
Goldberg	Cindy	3331 West Park Road,	Hollywood	FL	33021	954-903-0004
Guerin	Lori	626 Hampshire Lane,	Holmes Beach	FL	34217	941-778-9141
Fiore	Frank	1540 NE 35th Ave,	Homestead	FL	33033	305-248-2674
Miller	Patricia (Patty) Fee	518 Eleuthera Lane,	Indian Harbour Beach	FL	32937	321-773-3346
Roldan	Gloria	11371 Landing Estates Drive,	Jacksonville	FL	32257	904-260-8450
Vansant	Kenneth	7556 Ortega Bluff Pkwy,	Jacksonville	FL	32244	904-349-1396
O'Hara	Thomas	11221 Rustic Pines Cr.W,	Jacksonville	FL	32257	904-880-2724
Flannery	Dorothy	13662 Gordonia Ct.,	Jacksonville	FL	32224	305-361-6772
Goad	Toni	1701 The Greens Way # 716,	Jacksonville Beach	FL	32250	904-239-5722
Burr	Beth	276 CRANE PT. N.,	JUPITER	FL	33458	561-385-3895
Hartman	David	PO Box 372531,	Key Largo	FL	33037	305-453-9208
Farr	Diana	1130 GULFSTREAM LANE,	KEY LARGO	FL	33037	305-522-6672
Mcgrath	Natasha	2496 Hassonite St,	Kissimmee	FL	34744	407-574-6714
Mcdonnell	Jackie	2530 Acres Ct,	Kissimmee	FL	34744	407-870-2789
Gillen	Christine	751 Lakeworth Circle,	Lake Mary	FL	32746	516-633-5205
Cicarelli	Dean	1035 Primera Blvd, Suite 1041,	Lake Mary	FL	32746	407-288-8810
Masnikoff	Alicia	7547 Oak Grove Circle,	Lake Worth	FL	33467	561-963-0197
Wheeler	Robert	7504 Wentworth Dr,	Lake Worth	FL	33467	561-779-4035
Silverman	Bob	7790 MARQUIS RIDGE LANE,	LAKE WORTH	FL	33467	561-968-1760
Gonzalez	Jose A.	9507 Bergamo St,	Lake Worth	FL	33467	561-214-4514
Shelley	Davida	PO Box 6320, 6306 Forestwood Drive East	Lakeland	FL	33811	863-619-8001
Lyon	Patricia	13302 LOST KEY PLACE,	LAKEWOOD RANCH	FL	34202	941-907-0345
Traino	Thomas	607 N. Atlantic Drive,	Lantana	FL	33462	561-533-6598
Feldman	Dolores	3680 INVERRARY DRIVE,	LAUDERHILL	FL	33319	954-306 2566
Santos	Carmelo	2126 Oxford Ridge Circle,	Lehigh Acres	FL	33973	239-303-4717
Saide	Viviane	4624 N Federal Hwy,	Lighthouse Point	FL	33064	954-582-5450
Leybovich Ecce Lcs Cta	Sherry	6130 VIREORIDGE DR,	LITHIA	FL	33547	813-657-0844
Shelley	Jim	406 Budleigh Salterton Close,	Longwood	FL	32779	407-869-6901
Hosier	Joyce	1708 Grange Circle,	Longwood	FL	32750	407-332-7245
Pinnock	Celecia	P.O. Box 338,	Loxahatchee	FL	33470	561-429-2950
Roether	Robin	23110 State Rd 54, Ste. 321	Lutz	FL	33549	813-996-6085
Campbell	Andrea	5606 Tpc Blvd,	Lutz	FL	33558	813-949-1000
Von Pagel	Barbara	1353 Edgewater Ct.	Lutz	FL	33559	813-435-1967
Clark	Nancy	19609 Eagle Crest Drive,	Lutz	FL	33549	813-527-6574

Aliseo	Julie	6700 Royal Palm Boulevard, #112	Margate	FL	33063	954-899-8818
Reed	Doris Personal	7897 Golf Circle Drive, #302	margate	FL	33063	954-978-6862
Sobelman	Randy	3130 HOLIDAY SPRINGS BLVD, #108	MARGATE	FL	33063	954-341-8145
For Cause	Cruising	6700 ROYAL PALM BLVD	MARGATE	FL	33063	954-899-8818C
De Zinna	Patrick	7378 West Atlantic Blvd., #342,	Margate	FL	33063	954-775-0346
Mendelsohn	Mel	8285 SW 174 TERR,	MIAMI	FL	33157	305-971-0719
Paige	Carroll	C/O CARROLL PAIGE TRAVEL, 13931 SW 108 ST	MIAMI	FL	33186	305-388-0555
Socherman	Sharon	10280 SW 141 ST,	MIAMI	FL	33176	305-255-1552
Hernandez	Julia	11226 SW 62 LANE,	MIAMI	FL	33173	305-390-0533
Hernandez	Ricardo	CRUISE PLANNERS OF MIAMI, FLORIDA, INC., 9145 SW 166 AVENUE	MIAMI	FL	33196	305-388-3498
Sanford	Staci	9520 sw 147 st,	miami	FL	33176	305-238-6678
Westreicher	Hortensia	10773 NW 58 St, Suite 720	Miami	FL	33178	305 979 6203
Viveros	David	4060 SW 104th Place,	Miami	FL	33165	1-800-832-3194
Pyne (Personal)	Sue	2410 NE 209 TERRACE,	MIAMI	FL	33180	305 931 1680
Rios	Maria Sol	12464 SW 126 Ave,	Miami	FL	33186	305-433-5526
Bisson-Lehman	Michelle	CRUISE N TRAVEL, INC, 14921 SW 147 ST	MIAMI	FL	33196	786-991-9992
Rangel Delgado	Marisol	14435 SW 158 Street,	Miami	FL	33177	305-233-2977
Toruno	Alberto	PTY 3898, 2789 NW 82nd Ave, Doral	Miami	FL	33122	786-507-8322
Jesurum	Ricardo	444 Brickell Ave. Suite # 51- 295,	Miami	FL	33131	305-908-1757
Romeu	Armando	679 NE 26 Street #4,	Miami	FL	33137	305-433-5858
Madera	Gladys	5641 SW 163rd Ct,	Miami	FL	33193	305-735-2355
Maurer	Willy	8860 SW 123 Ct, # K302,	Miami	FL	33186	305-431-8715
Cooper	Charmain	741 NW 51st Street,	Miami	FL	33127	678-666-2000
Paz Jr.	Oscar	14405 SW 27 St,	Miami	FL	33175	305-454-4932
Carl	Terri	151 Michigan Ave #542,	Miami Beach	FL	33139	305-521-8525
Perez	Carlos	14130 Leaning Pine,	Miami Lakes	FL	33014	305-215-7264
Beck	Liane (Lee)	20615 NE 6th Court,	Miami-Dade	FL	33179	305-651-2525
Manning	John	18701 SW 25 CT,	MIRAMAR	FL	33029	305-829-2009
Lorenzo	Ana	14359 Miramar Pkwy. #235,	Miramar	FL	33027	954-889-5804
Beaumont	Michael	3924 SW 189th Ave,	Miramar	FL	33029	954-251 3788
Fisk	Mark	3720 SW 147th Ave,	Miramar	FL	33027	954-237-6821
Trewick	Tracy	14359 Miramar Parkway, Suite #220	Miramar	FL	33027	(954) 317-0626
Jones	Crystal	18950 US Highway 441 #190,	Mount Dora	FL	32757	352-357-6600

Mitton	Erika	441 Oaklanding Blvd.,	Mulberry	FL	33860	863-393-5670
Tano	Dora	7529 BUCCANEER AVE,	N BAY VILLAGE	FL	33141	305-864-4654
Keddell	Janet	1855 41 ST SW,	NAPLES	FL	34116	239-348-3197
Cox	Paul	7750 Pebble Creek Circle #305,	Naples	FL	34108	1.317.534.5144
Bankston	Linda	9664 WILSHIRE LAKES BLVD,	NAPLES	FL	34109	239-465-0304
Lee	Scott	4621 Pasadena Ct.,	Naples	FL	34109	239-289-0277
Durand Schnackel	Miki	11232 Ragsdale Court,	New Port Richey	FL	34654	727-856-9100
Abitan	Jacques	3363 NE 163rd St, # 503,	North Miami Beach	FL	33160	305-947-0777
Everitt	Karen And Steve	CRUISE ARRANGERS- SOCCER@SEA, 378 NORTHLAKE BLVD #274	NORTH PALM BEACH	FL	33408	520-248-6974
Pagliocca	Michael	442 ORIONVISTA WAY,	OAKLAND	FL	34787	407-877-7414
Kasica	Ed & Debbie	1551 LOCKMEADE PLACE,	OLDSMAR	FL	34677	727-781-8119
Boggs	Fran	12846 Forestedge Circle,	Orlando	FL	32828	407-277-9974
Carbonell	Robert	13950 Budworth Cir,	Orlando	FL	32832	407-704-2271
Garcia	Eric	1613 Red Clover Ct,	Orlando	FL	32825	(407)574-8368
Leber	Dru	16877 East Colonial Drive #311,	Orlando	FL	32820	407-401-9216
Carreras	Joselyn	5334 Central Florida Pkwy #314,	Orlando	FL	32821	407-268-6545
Demonte Ctc	Stephanie M	5036 Dr. Phillips Blvd, Suite 102	Orlando	FL	32819	321-400-5517
Ball	Elisa	717 Cobblestone Drive,	Ormond Beach	FL	32174	386-492-6660
Belyea	Celeste	21 SILVER FOX TRAIL	ORMOND BEACH	FL	32174	386-673-3019
Bluhm	Marybeth	886 KINGSBRIDGE DRIVE,	OVIEDO	FL	32765	407-365-7737
Golubock	Mark	MAR-JAN/CRUISE PLANNERS, PMB 418, 4250 ALFAYA TRAIL STE 212,	OVIEDO	FL	32765	407-977-0210
Cope	Lynden	180 Nesbitt Street NE,	Palm Bay	FL	32907	321-574-5311
Barrea	Barbara	236 PORTO VECCHIO WAY,	Palm Beach Gardens	FL	33418	561-694-8482
Nieto	Blanca	82 LAGUNA DRIVE	PALM BEACH GDNS	FL	33418	561-307-7025
Leibowitz	Carolyn	5529 SW Bellflower Court,	Palm City	FL	34990	772-600-7409
Landau	Lori	185 Avenue De La Mer #2,	Palm Coast	FL	32137	386 446-3370
Cunningham	Margaret	55 Eastlake Drive,	Palm Coast	FL	32137	386-986-1999
Albanese	Joe	31177 US Hwy 19N #1410,	Palm Harbor	FL	34684	813-323-5126
Lawson	Charlotte	1611 20th Avenue West,	Palmetto	FL	34221	941-723-3330
Perlin Acc	Sheldon	6214 68th Dr E,	Palmetto	FL	34221	941-729-0113
Gonzalez	Cristian	3426 Douglas Rd, Apt A	Panama City	FL	32405	850-250-1068
Lobuglio	Tony	4916 McCall Lane,	Panama City	FL	32404	850-381-6852

Disciullo	Joy	105 Biscayne Drive,	Panama City Beach	FL	32413	850-233-6488
Edelman	Tammy	7541 NW 112 Terrace,	Parkland	FL	33076	954--815-8422
Shultz	Joanne	11224 NW 65 CT	PARKLAND	FL	33076	954-227-0820
Dobles	Albert	17922 S.W. 5TH STREET,	PEMBROKE PINES	FL	33029	954-704-1537
Dulude	Ellie	8680 Pasadena Blvd,	Pembroke Pines	FL	33024	954-438-8100
Perez	Rosa	18331 Pines Blvd #238,	Pembroke Pines	FL	33029	305-345-5591
Tejeda-Medina	Pily	1921 NW 184th Terrace,	pembroke pines	FL	33029	1-954-367-2589
Aleman	Albert	19731 NW 7 Street,	Pembroke Pines	FL	33029	754-201-1473
Graves	Mary	6364 Parakeet Trail,	Pensacola	FL	32503	850-456-7676
Williams	Josh	2172 W. Nine Mile Rd. #179,	Pensacola	FL	32534	1-850-791-6310
Maloney	Linda	10501 W BROWARD BLVD #307,	PLANTATION	FL	33324	954-648-4540
Schwartz	Roberta	10041 NW 3 Ct,	Plantation	FL	33324	954-533-5898
Koenigsberg	Michael	1844 N.Nob Hill Rd #617,	Plantation	FL	33322	954-572-6500
Dacosta	Valerie	500 NW 107 Ave,	Plantation	FL	33324	954-579-5953
Corey	Susan	4019 North Cypress Drive,	Pompano Beach	FL	33069	954-979-4606
Paille	Johanne	1820 NE 2nd St	Pompano Beach	FL	33060	954-784-6240
Palacio	Frances	310 S Ocean Grande Drive, Unit 201	Ponte Vedra Beach	FL	32082	904-826-0909
Farides	Sabrina	11306 STONEYBROOK PATH,	PORT RICHEY	FL	34668	727-862-6395
Olson	Elizabeth	2033 SW Capeador St,	Port Saint Lucie	FL	34953	772-621-9402
Mehal	Kathy	1102 SW Sarto Ln,	Port Saint Lucie	FL	34953	772-353-5764
Wolf	Miriam	6331 NW Topaz Way,	Port St Lucie	FL	34986	631-938-1295
Wood	Bob	2386 SW Brescia Street,	Port St Lucie	FL	34953	772-237-5177
Dorsey	Valerie	1128 Royal Palm Beach Blvd, Suite 135	Royal Palm Beach	FL	33411	561-383-7774
Bonade	Dennis	1151 Seton Hall Ct,	Sanford	FL	32771	407-330-0995
Ieva	Robert	12972 93 Ave N,	Seminole	FL	33776	727-398-7447
Damavandi	Zaleh	8840 Magnolia Place,	Seminole	FL	33777	727-215-3213
Woodyard	Douglas	30900 Ridgeview Ave,	Sorrento	FL	32776	352-508-1313
De Potter	Stephen	4255 Bayridge Ct,	Spring Hill	FL	34606	352-686-5914
Foley	Thomas	1911 Vista Cove Rd,	St Augustine	FL	32084	904-501-8968
Mitchell	Vonetta Renee	1736 E Coblestone Lane,	St Augustine	FL	32092	904-940-9558
Austin	Jim	8034 12TH AVE S	ST PETERSBURG	FL	33707	727 498 5559
Davis	Dianne	362 Porta Rosa Circle,	St. Augustine	FL	32092	904-940-9573



D'Augustinis	Melissa	2220 COUNTY ROAD 210 WEST, SUITE 108-344	ST. JOHNS	FL	32259	904-230-8364
O'Neal	Linda	5614 16th Ave. N,	St. Petersburg	FL	33710	727-343-5650
Elwishahi	Sana	17000 North Bay Road, Unit 1715	Sunny Isles Beach	FL	33160	408-905-1518
Schachter	Holli	2503 N Nob Hill Rd # 108,	Sunrise	FL	33322	954-548-4347
Wilbanks	Kim	8524 Heathcliff Court,	Tallahassee	FL	32312	850-668-1644
Selfe	Josh	7850 Maclean Rd,	Tallahassee	FL	32312	850-391-2266
Davison	Jamie	7810 NW 87th Ave.,	Tamarac	FL	33321	954 724-7383
Greenberg	Suzanne	7727 Southampton Terrace, F 406	Tamarac	FL	33321	954-722-5200
Cahill	Linda	6091 NW 61st Ave, Apt# 301	Tamarac	FL	33319	954-721-8463
Armstrong	Brittney	10506 NW 70th St,	Tamarac	FL	33321	954-414-5772
Harris	Sabine	2915 SAN NICHOLAS STREET,	TAMPA	FL	33629	813-546-0751
Tener	Eileen	8805 Casablanca Way,	Tampa	FL	33626	813-333-6878
Carpenter	Gail	18141 Sandy Pointe Dr,	Tampa	FL	33647	813-391-3548
Casali-Culkin	Diane	8205 WESTRIDGE DRIVE,	TAMPA	FL	33615	813-949-0972
Sereikis	Lori	13909 Wolcott Drive,	Tampa	FL	33624	813-968-4841
Davis	Monica	2918 Burr Oak Dr,	Tampa	FL	33618	813-445-7300
Mirabella	Carla	5820 Aventura Ct,	Tampa	FL	33625	813.374.5698
Corso	Char	1549 RIDGE SHORE DRIVE,	TARPON SPRINGS	FL	34689	727-934-6321
Sinardi Acc	Janice	VINCENT SINARDI, 11504 GIBRALTAR PLACE	TEMPLE TERRACE	FL	33617	813-985-8939
Krupski	Rebecca	17470 SE 74th Raes Hall Ave,	The Villages	FL	32162	352 750-6970
Blalock	Diana	17333 SE 85 WILLOWICK CIR,	THE VILLAGES	FL	32162	352-751-1012
Johnson	Maxine	MAXINE & CLYDE TRAVEL, 1750 JAMES CIRCLE	TITUSVILLE	FL	32780	321-383-0958
Snead	Robert	126 GUILFORD CT,	TRAVENIER	FL	33070	305-852-1115
Towne	Dana	11140 8 St E,	Treasure Island	FL	33706	727-623-9880
Kuettel	Vera	1434 FLORES CT,	TRINITY	FL	34655	727-376-6006
Irovando	Julie	730 VALRICO HILLS LANE,	VALRICO	FL	33594	813-643-2543
Blumenthal	Lisa	2416 Country Golf Dr,	Wellington	FL	33414	561-244-8300
Gorriceta	Juram	653 Cresta Circle,	West Palm Beach	FL	33413	561-594-1735 561 594-1745
Allensworth	Dana & Michael	1304 SW 160TH AVE #109,	WESTON	FL	33326	954-384-8233
Lostumbo	Tony	505 Patio Village Way,	Weston	FL	33326	954-384-7245
Becker	Jessica	4132 Forest Drive,	Weston	FL	33332	954-272-8052
Sanchez	Gerard	1069 Nautica Dr,	Weston	FL	33327	954-384-0093
Steslow	Tracey	1265 Fairfax Ct,	Weston	FL	33326	954-579-1852
Case	Brad Or Michele	4809 PALMTREE COURT	WINDERMERE	FL	34786	407-876-3108

Saunders	Connie & Brett	2395 Hammock View Drive,	Winter Garden	FL	34787	904-322-7691
Hilson	Linda	210 Cloverdale Rd.,	Winter Haven	FL	33884	863-326-1000
Hohman	David	4232 Thomas Wood Lane,	Winter Haven	FL	33880	863 293-6699
Konnerth	Gayle	P.O. Box 156, 8023 Whitt Lane	Yalaha	FL	34797	352-352-0500
Hulbert	John	4614 Waters Edge Ln,	Acworth	GA	30101	678-574-5789
Green	James	47022 Gardner Dr,	Alpharetta	GA	30009	770-334-4249
Hart	Stephen	732 Brookshade Parkway,	Alpharetta	GA	30004	770-558-4767
Boston Acc	Showeshi	8343 Roswell Road, #348	Atlanta	GA	30350-2810	770.698.0010
Randall	Tony	262 S Mountain Brooke Way,	Ball Ground	GA	30107	678-454-4444
Clure Mcc	Martin	1353 RIVERSTONE PKY -#120,	CANTON	GA	30114	770-704-7639
Sevin	Susan	421 Billings Farm Drive,	Canton	GA	30115	770-704-1991
Robertson	Kelly	201 GLENBROOK LANE,	CANTON	GA	30115	678-907-3377
Young	Eulalie	3661 Cape Lane,	Conyers	GA	30013	770-648-7988
Reed	Jenny	5625 TWELVE OAKS DRIVE,	CUMMING	GA	30028	678-947-5115
Jones	Gary	1735 BUFORD HWY, SUITE 215-159	CUMMING	GA	30041	770-844-0710
Lau	Josephine	69 Dorys Way,	Dallas	GA	30157	770-445-3550
Jones	Monica	55 E. Paulding Drive, Suite 106- 334	Dallas	GA	30157	770-710-9720
Banks	Deborah	P.O. BOX 361317	DECATUR	GA	30036	757-676-2135
Little	Winford	240 Greensboro Highway,	Eatonton	GA	31024	706-473-1010
Cox	Maria	4357 BOXWOOD TRAIL,	ELLENWOOD	GA	30294	404-212-2209
Hodsden	Angela	40 Bucky St.,	Euharlee	GA	30145	770-324-7512
Gelman	Michael	1823 Tree Park Circle,	Flowery Branch	GA	30542	770-965-7441
Lunceford- Kathy'S Cruises & Alaska Travel	Kathy	1081 Cedar Ridge Lane,	Greensboro	GA	30642	706 467-2612
Dougherty	Georganne	1595 Cabin Creek Trail,	Griffin	GA	30223-1665	678-481-7476
Ponder	Kimberly	520 Crescent Road,	Griffin	GA	30224	770-467-8959
Ferri	Anita Brown	5805 State Bridge Rd., Ste. G202,	Johns Creek	GA	30097	678-226-9338
Duffy	Wendy	3608 Belgray Dr NW,	Kennesaw	GA	30152	678-881-9218
Cunningham	Sharon	125 S Main St, Suite A	LaFayette	GA	30728	706-638-2669
Callihan	Melanie	1335 Great River Parkway,	Lawrenceville	GA	30045	770-339-6005
Greenstein	Kathy	1465 Highland Lake Drive,	Lawrenceville	GA	30045	770-789-6918
Goode	Pat	160 Collins View Court,	Lawrenceville	GA	30043	770-945-6920
Agard	Pamela	290 Blue Spruce Trail, Suite 100	Lilburn	GA	30047	678-380-9793
Sprauve	Janet	914 Southfork Drive,	Loganville	GA	30052	678-278-9393
Peavy	Gayle	111 PINETREE DRIVE,	MACON	GA	31211	478-746-9527
Pastorello	Ann	4018 BRAMBLE COURT,	MARIETTA	GA	30062	770-971-4776

Caudle	Melisa	101 George Byrom Road	Newnan	GA	30263	912-222-7808
Wocheck	Toni	530 Villa Court,	Norcross	GA	30093	770-491-3097
Hamilton	Marilyn	304 Noble Forest Dr,	Norcross	GA	30092	678-914-8622
Consoli	Michael	885 Woodstock Road, Suite 430 #351	Roswell	GA	30075	(770) 650-7667
Weaver	Kelly	1 Captain Browns Way,	Savannah	GA	31411	912-349-1124
Kangas	Tim	15 Sedgewick Court,	Sharpsburg	GA	30277	770-463-5618
Stokes	Marisa	2278 Cumberland Blvd, Suite 219	Smryna	GA	30080	770-323-7107
Yates	Anessa	1730 Tuftstown Court,	Snellville	GA	30078	1-678-478-0691
Harper	Dixie	466 Tallwood Dr,	Stone Mountain	GA	30083	404-294-8787
Blonar	Deborah	105 E Jackson St,	Thomasville	GA	31792	229-228-0321
Sharp	Kristi	6225 BRETT ASHLEY PLACE,	JOHNSTON	IA	50131	515-210-9190
Kraft	Ed	113 Autumn St,	Shellsburg	IA	52332	319-804-0665
Tway	George	6126 W State St. Ste 103,	Boise	ID	83703	208-853-0891
Williams	Raini	13451 N. Calico Meadows Rd.,	Hayden Lake	ID	83835	208-762-9544
Egan	Sherri	25630 w dressel rd,	antioch	IL	60002	847-946-3073
Ford	Debra	2938 Kendridge Lane,	Aurora	IL	60502	630-820-7079
O'Brien	Rose	620 Blackberry Ridge Dr,	Aurora	IL	60506	630-340-5180
Soda	Francesca	1170 Edington Ct,	Carol Stream	IL	60188	630-917-3726
Carter	Jim	5127 N CENTRAL PARK AVE,	CHICAGO	IL	60625	847-401-3326
Houke-Smith	Katharyn	4427 S. Greenwood Ave,	Chicago	IL	60653	773-548-4629
Moratto	Sheree	1515 W ESTES AVE,	CHICAGO	IL	60626	312-948-8966
Hall	Barbara	4800 S Lake Shore Dr #2610s,	Chicago	IL	60615	773-213-4840
Corrigan	Chuck	1310 W. Rosedale,	Chicago	IL	60066	773-546-8803
O'Connell	Terri	3232 N Paris Ave,	Chicago	IL	60634	773-589-0198
Picatto	Amelia	1205 Waverly Dr,	Collinsville	IL	62234	618-530-3119
Klaczka	Ken	7813 Knottingham Lane,	Downers Grove	IL	60516	630-969-8700
Schroyer	Marlene	37 Potomac Drive,	Fairview Heights	IL	62208	618-398-2990
Whelchel Mcc	David	976 Dunhill Rd.,	Grayslake	IL	60030	847-548-4295
Walker	Eva	292 E Hunters Way,	Hainesville	IL	60030	847-548-8011
Salouras	Paula	4305 Mumford Dr,	Hoffman Estates	IL	60192	847-489-8898
Sanno	Chuck	26401 WEST VISTA COURT,	INGLESIDE	IL	60041	847-740-3880
Fatima	Zakia	890 Foxworth Blvd, Apt # 116	Lombard	IL	60148	630-748-1331
Apt	Susan	25940 South Governors Highway, P.O. box 70	Monee	IL	60449	708-534-7447
Shine	Cindy	2411 Williamstown Ct,	Naperville	IL	60564	630-291-0320
Logsdon	Darla	3272 E 1000 North Rd,	Stanford	IL	61774	309-824-6834
Pohlod	Debra	711 N. Harrison St.,	Streator	IL	61364	815-673-2342
Granger	Dorothy	3211 N Valleyview Dr,	Bloomington	IN	47404	812-345-4264

Johnston	Robert	12656 Crescent Drive,	Carmel	IN	46032	317-848-1169
Sikora	Vernon	13300 E Lake Shore Dr, Unit 202,	Cedar Lake	IN	46303	219-390-2443
Bournique	Pamela	15237 Charbono St,	Fishers	IN	46037	317-844-5239
Coursen	Dixie	12627 Waterford Way,	Fishers	IN	46037	317-863-5160
Harris	Larry	1920 Mystic Bay Court,	Indianapolis	IN	46240	239-246-4004
Peaper - Dupe Delete	Carleen	PAUL PEAPER, 4305 BLUFF ROAD	INDIANAPOLIS	IN	46217	317-780-0840
Strong	Thomas	7308 SYCAMORE RUN DRIVE,	INDIANAPOLIS	IN	46237	317-403-1606
Klingsmith	Jennifer	2201 W. 79 TH STREET,	INDIANAPOLIS	IN	46260	317-875-7526
Kwiatkowski	Alyson	8206 Rockville Rd., Suite 127	Indianapolis	IN	46214	317-968-9208
Perkins	Jennifer	3517 Coachman Drive,	Indianapolis	IN	46228	317-480-1180
Collins	Kathy	7025 South Collins Lane,	Leavenworth	IN	47137	812-739-2800
Martin	Carol	10347 N Twin Oaks Road,	Monrovia	IN	46157	317-996-4689
Millhouse	Rita	11068 N QUIET WATER CIRCLE,	MONTICELLO	IN	47960	574-965-2527
Lingren	Christopher	10607 Sienna Drive,	Noblesville	IN	46060	317-670-4200
Hosking Mcc	Sydney J.	7508 Westgate St.,	Lenexa	KS	66216	913-962-7555
Goldsby	Lynna	8041 Hall Street,	Lenexa	KS	66219	913 599-5999
Philson	Mike	2843 Oregon Lane,	Manhattan	KS	66502	785-477-1559
Loftus	Sherry	7525 Hemlock St,	Overland Park	KS	66204	913-825-3424
Lamping	Patti	11936 W 119th St, #165,	Overland Park	KS	66213	913-661-9000
Chrisler	Byron & Reba	106 SOUTH ASHLEY PARK,	WICHITA	KS	67209	316-729-7373
Moore	Sheila	P.O. Box 20801,	Wichita	KS	67208	316-665-4454
Coffee	Heidi	126 DUNN CIRCLE,	GEORGETOWN	KY	40324	502-316-4449
Ladipo	Folami	2220 Nicholasville Rd, Suite 110-228	Lexington	KY	40503	859-309-6229
Russell	Rich	1890 STAR SHOOT PKWY, STE 170-105	Lexington	KY	40509	859-699-9656
Russell	Dave & Glenda	4302 FOREST BEND PLACE,	LOUISVILLE	KY	40245	502-243-0553
Daisey	Brenda	8505 Shepardsville Rd.,	Louisville	KY	40219	502-742-4505
Evans	Shay	10702 High Grove Place,	Louisville	KY	40223	847-639-0419
Anthony	Christopher	21046 Ben King Road,	Bush	LA	70431	985-893-6733
Sanders	Louise	875 Cole Court,	Covington	LA	70433	985-249-7880
Alexander	Troy	12442 Mill House Rd.,	Geismar	LA	70734	904-563-2591
Guidry	Bonnie	42554 Pumpkin Center Rd # 4,	Hammond	LA	70403	985-974-0109
Wallace	Adrian	281 Debra Lane,	Lake Charles	LA	70611	337-217-9558
Pecquet	Dinah	1233 AURORA AVE,	METAIRIE	LA	70005	504-831-4796
Anastasopulos	Eugenia	208 Forest Rd,	New LLano	LA	71461	337-404-3780
Morris	Timothy	1215 Gallier St,	New Orleans	LA	70117	504-418-1606
Castillo	Beverley	7500 Jonlee Dr,	New Orleans	LA	70128	504-245-2411
Read	Allison	1029 Avalon Drive,	Acton	MA	01720	978-263-7795

Flannery	Nicholas	508-436-2418,	Avon	MA	02322	508-436-2418
Guarente	Carol	3 GOVERNOR FULLER ROAD,	BILLERICA	MA	01821	978-663-0063
Reilly	Eugene	735 Harrison Ave , W106	Boston	MA	02118	212 686 4828
Rivera	Ramon	28 Richfield St,	Boston	MA	02125	617-288-0077
Dawson	Margaret	60 Thoreau Street, Suite 177	Concord	MA	01742	978-460-5642
Ford	Linda	391 Liberty Street, POBox 1155	Hanson	MA	02341	781-294-2240
Frost	Kathleen	35 JERROLD ST,	HANSON	MA	02341	781-293-1407
Baker	Kathleen	46 Rugby Road,	Mattapan	MA	02126	617-690-2257
Richardson	Sheri	500 Harland Street	Milton	MA	02186	781-571-0144
Viscomi	Lilia	44 Joseph Rd,	Newton	MA	02460	617-340-7150
Crouch	Carrie	31 Moody Street,	North Andover	MA	01845	978-683-3926
Messing	Lisa	286 HIGHLAND AVE,	QUINCY	MA	02170	617-750-6420
Cushing	Wendy	341 Old Plymouth Rd,	Sagamore Beach	MA	02562	508-888-1203
Sargent	Bill	10 Roosevelt Ave,	South Hamilton	MA	01982	978-468-8027
Rice	Carol	400 Boston Post Rd., Suite 2A,	Sudbury	MA	01776	978 218 2700
Raymond	Nancy	9 Dodge Lane,	Sutton	MA	01590	508-865-4939
Retmier	Kathy	26 Pin Oak Circle, PO Box 878	West Tisbury	MA	02575	508-693-2224
Smith	Valerie	10 Patricia Road,	Westminster	MA	01473	978-549-3049
Melanson	Sharon	36 Gatehouse Rd,	Westminster	MA	01473	978-265-7485
Wood	Subrina Lola	5701 Addison Road,	Capitol Heights	MD	20743	301-231-5376
Baker	Amy	P.O. Box 740,	Charlotte Hall	MD	20622	301-884-4500
Singleton	Beverly	8804 Creekway Drive,	Clinton	MD	20735	301-856-6933
Coombs-Haylett	Judith	4817 ELLICOTT WOODS LANE,	ELLICOTT CITY	MD	21043	410-418-5934
Mckinney	Karen	1205 Beechwood Dr,	Frederick	MD	21701	301-696-1611
Cline	Barbara	6738 Ford Road,	Frederick	MD	21702	240-575-5966
Sacco	Donna	21300 China Astor Ct,	Germantown	MD	20876	240-654-7145
Belletiere	Paula	204 Bertram Circle,	Glen Burnie	MD	21060	410-761-3554
Yorkgitis	Carol	904 Heatherfield Ln,	Millersville	MD	21108	410-353-3182
Arroyo	Dale	4009 Montpelier Road,	Rockville	MD	20853	1-301-924-6222
Liu	Jason	306 GAME CREEK DR,	ROCKVILLE	MD	20850	240-393-4146
Srinivas	Dwaraka Nath	1013 Heartfields Drive,	Silver Spring	MD	20904	301-622-2176
Turner	Gloria	4301 TOWNSLEY AVE,	TEMPLE HILL	MD	20748	301-702-4710
Brumbaugh	Scott	11302 Marlboro Ridge Rd,	Upper Marlboro	MD	20772	240-206-6500
Mirisola	Jeanne	8 STONEY BRK,	Cape Neddick	ME	03902	207-361-1611
Carter	Wesley	125 Portland Ave. #27,	Old Orchard Beach	ME	04064	207-934-2088
Guptill Mcc	Walter	PO Box 1464,	Rockland	ME	04841	207-832-5582

Watson	Sandra	1709 ORCHARD LANE,	BLOOMFIELD HILLS	MI	48301	248-792-9121
Brown	Raymond	8195 Halfway Drive,	Brighton	MI	48116	810-299-2337
Kerr	Julie	611 White Pine Dr,	Cadillac	MI	49601	231-468-2729
Herman	Michael	44197 PROVIDENCE DR	CLINTON TOWNSHIP	MI	48038	586-286-6131
White	Sarah	4310 N. Henderson Rd.,	Davison	MI	48423	810-496-3848
Linnabary	Howard	501 S. Rosewood Dr,	Jackson	MI	49201	517-764-7400
Wake	Laura	10420 Bassett St,	Livonia	MI	48150	734-464-0866
Ramos	Sally	ANTHONY RAMOS, 11911 MEDFORD COURT	PLYMOUTH	MI	48170	734-459-5709
Warren	Marta	P O Box 94,	Richland	MI	49083	269-532-5700
Acciaoli	Maureen	2038 Mapleridge Rd,	Rochester Hills	MI	48309	248-410-8458
Nachtman	Rosemary	1086 E Fairview Ct,	Rochester Hills	MI	48306	248-650-2217
Borske	Dale	PO 14923,	Saginaw	MI	48601	989-781-6026
Sarmiento	Cecilia	31408 Harper Ave #249,	St. Clair Shores	MI	48082	586-461-2373
Olson	Caryl	1326 MARGARET PLACE,	ST. JOSEPH	MI	49085	269 982 0901
Mattern	Lisa	39645 Rambler Dr,	Sterling Hts	MI	48313	586-822-5705
Lopez	Rod	210 S Maple St,	Sturgis	MI	49091	269-659-0051
Welch	Jon	207 N Cedar Street,	Traverse City	MI	49684	231-929-1248
Schraeger	Carol	184 Streamview Dr.,	Troy	MI	48085	248-680-8990
Vis	Ann Marie	6510 Tamarack Drive,	Troy	MI	48098	248-250-9507
Bagdon	Katy	3621 21st,	Wyandotte	MI	48192	734-258-8624
Schommer	Gerry	484 Rimrock Drive,	Apple Valley	MN	55124	952-997-7816
Snyder	Bill And Debbie	2370 7th St SW,	Buffalo	MN	55313	763 682-6734
Campbell	Lorraine	12100 Lakamaga Trail N.,	Marine on St. Croix	MN	55047	651-433-2770
Lockner	Kathleen	1011 Maple Street,	Northfield	MN	55057	507.645.3172
Hoekstra	Paul	5121 Yuma Ln N,	Plymouth	MN	55446	630-701-8170
Nelson	Jaine	3456 Fairfax Lane,	Woodbury	MN	55129	651-785-5157
Monaghan	Eileen	15049 Claymoor Ct, Unit 4	Chesterfield	MO	63017	636-527-5252
Smith	Christy	H.C. 4 Box 333,	Doniphan	MO	63935	573-996-2427
Hunt	Christina	2328 Castlegate Dr,	Imperial	MO	63052	314-259-1132
House	Mary Kathryn	16657 E. 23rd St. #364,	Independence	MO	64055	816-796-9400
Lowe	Kathryn	8631 NE 72nd Terrace,	Kansas City	MO	64158	(816) 792-3232
Nelson	Sandra	1813 N.E. 83rd Street,	Kansas City	MO	64118	816-808-8345
Beane	Pennie	6324 N. Chatham #293,	Kansas City	MO	64152	816-741-5745
Domingo	Marita	11815 Wexford Place Dr,	Maryland Heights	MO	63043	314-344-1959
Robinson	Karen	793 Winn Road, Ste 6A	Osage Beach	MO	65065	573-348-2833
Sweeney	Pam	4429 NW Indian Ln,	Riverside	MO	64150	816-214-5554
Coble	Christine	2397 S Farm Road 115,	Springfield	MO	65802	717-429-8647
Witte	Stacey	2518 Lemay Ferry Rd., Suite #1106	St Louis	MO	63125	314-282-SAIL (7245)

Greeves	Leona	5518 Telegraph Rd. Ste. 102,	St. Louis	MO	63129	314-846-2500
Yoest	Chris	265 Bud Street,	Sullivan	MO	63080	573-860-7474
Grim	Mark	123-A Hwy 80 East #174,	Clinton	MS	39056	601-366-1391
Goode	Debbie	9 Lakeview Drive,	Raymond	MS	39154	601-871-1114
Svaleson	Toni	PO Box 223, 119 Cranson St	Elliston	MT	59728	406-437-2942
Reynolds	Michele	5675 Highway 93 South, #10	Somers	MT	59932	406-403-3893
Tyson	Madelyn	133 Buffalo Trail,	Asheville	NC	28805	704-445-7001
Rathbone	Nancy	137 Main St,	Canton	NC	28716	828-400-6239
Moore	Jodi	448 Hwy 64W, Suite 2, PO Box 2429	Cashiers	NC	28717	561-707-2783
Cashiers	Rebelution	P.O.Box 2429,	Cashiers	NC	28717	516-986-4748
Jones	Alex	312 PROVIDENCE GLEN DRIVE,	CHAPEL HILL	NC	27514	919-933-9802
Gomm	Dara	1600 Riverpointe Drive,	Charlotte	NC	28278	954-755-2796
Hufeld	Brad	4907 Spur Ranch Rd,	Charlotte	NC	28277	704-918-1272
Fowlkes	Maryann	12035 Olympic Club Drive,	Charlotte	NC	28277	704-845-9289
Hollinger	Jenny	24 Cheltenham Drive,	Clayton	NC	27520	703-346-1256
Mcdiarmid	Jan	6098 Baggage Master Court,	Greensboro	NC	27455	336-790-8911
Cooper	Angela	2801 OVERVIEW TERRACE,	HIGH POINT	NC	27265	336-882-1076
Perugini	Jennifer	1024 Skymont Dr,	Holly Springs	NC	27540	919-659-1099
Dixon	Michele	527 North Oak Drive,	Huntersville	NC	28078	704-947-5522
Knochel	John	1535 April Knoll Ct,	Huntersville	NC	28078	704-464-7175
Tascione	Tony	15728 Polonius Ct,	Huntersville	NC	28078	704-896-5724
Parker	Bob	2205 Harding Place,	Indian Trail	NC	28079	704-241-9685
Shaw Master Cruise Counselors	Ruth And John	101 High Point Dr,	Lake Lure	NC	28746	828-625-0224
Casimir	Patricia	136 Trotter Ridge Dr,	Mooresville	NC	28117	704-746-3665
Rowan	Irene	2112 JARMAN DRIVE,	RALEIGH	NC	27604	919 322 2707
Hennessey	Lena	2324 Narrawood Street,	Raleigh	NC	27614	919-229-4553
Losito-Forde	Laura	8206 William Wallace Dr.,	Summerfield	NC	27358	336-209-6444
Darwell	Cheryl	612 McLendon Hills Dr,	West End	NC	27376	910-673-7245
Rawls	Andy	2101 Dees Ct,	Wilson	NC	27896	252-991-3202
Arendt	Barbara	P O Box 23023,	Lincoln	NE	68542	402-475-7447
Williams	Laura And Ralph	17121 Cedar Plaza, #11-O,	Omaha	NE	68130	402-334-4120
Hallgren	Richelle	17330 W. Center Rd. Ste. 110- 356,	Omaha	NE	68130	402-934-7477
Bramhall	Cheryl	1008 Hickory Hill Road,	Papillion	NE	68046	402-592-4448
Richard	Judith	105 Loudon Rd Bldg #1,	Concord	NH	03301	603-513-7828
Dimaggio	Patricia	14 Destiny Court,	Croydon	NH	03773	603-863-1758
Ravo	Lori (Loretta)	6 Woodburn Drive, Apt #4	Litchfield	NH	03052	603-204-5440
Canavan	Denise	168 Coburn Woods,	Nashua	NH	03063	603-459-8238
Shiff	Steven	8 Durgin Drive,	newton	NH	03858	603-382-3596

Williams	Linda & Dennis	P.O. Box 1557,	North Hampton	NH	03862	603-964-7447
Osgood	Carol	118 SECRETARIAT WAY, SUITE 208	ROCHESTER	NH	03867	603-923-3606
Thibodeau	Jennifer	6 Partridge Drive,	Wolfeboro	NH	03894	603-569-7727
Fink	Dina	272 Dunns Mill Rd #324,	Bordentown	NJ	08505	609-581-0051
Verile	Anthony	574 Duquesne Blvd,	Brick	NJ	08723	732-451-1126
Mojica	Tyke	6 Spoganetz Avenue,	Carteret	NJ	07008	732-889-4780
Giorgione	Donald	1818 Russet Drive,	Cherry Hill	NJ	08003	856-685-7329
Tilton	Maria	393 Millstone Road,	Clarksburg	NJ	08510	732-410-8962
Logue	Jerry	6 Pennington Ct,	Delanco	NJ	08075	856-255-5056
Zegarelli	Donna	47 B Edgewood Terrace,	Dover	NJ	07801	973-366-9179
Finocchio	Pauline	34 Sunshine Lane,	Edison	NJ	08820	732-662-4750
Cianci	Lois Ann	50 Biscay Drive,	Flanders	NJ	07836	973-584-3155
Gonzalez	Alicia	758 Old Mill Road,	Franklin Lakes	NJ	07417	201-485-7769
Russell Pollack	Monica	380 Vance Ave,	Franklin Lakes	NJ	07417	201-485-7771
Molbury	Sylvia	10 Troon Dr,	Fredon	NJ	07860	973-940-0202
Kemmerer	Linda	57 Bear Meade Drive,	Hamilton	NJ	08691	609-290-1199
Cappadona	John	P.O. BOX 452,	Hasbrouck Heights	NJ	07604	201-393-9049
Garone	Denise	29 Dora Lane,	Holmdel	NJ	07733	732-888-0016
Labib	Amir	486 Pine Hill Rd,	Leonia	NJ	07605	201-543-3482
Stern	Philip & Linda	522 Hwy 9 North #303,	Manalapan	NJ	07726	732-972-4171
Kozma	Hortensia	12 Shadowbrook Way,	Mendham	NJ	07945	973-543-5316
Wu	Jerry	29 Short Hills Circle, Apt 1B,	Millburn	NJ	07041	908-698-4656
Mankin	Bob	21 Torrey Pines Dr,	Monroe Twp	NJ	08831	908-421-3647
Martins	Oscar	77 Jabez St,	Newark	NJ	07105	973-200-8328
Gilbert	Mindy	10 Ascot Place,	North Brunswick	NJ	08902	732-418-0819
Given	Michael	555 Ayres Avenue,	North Plainfield	NJ	07063	908-769-8998
Bernknopf	Howard	1117 Berkeley Ave,	Ocean	NJ	07712	732-531-4860
Caggiano	Joyce	P.O. Box 7,	Oceanport	NJ	07757	732-267-5965
Parmar	Tapan	82 Oak Street,	Old Bridge	NJ	08857	732-641-0166
Tietjen	Michael	3 Mesa Court,	Oxford	NJ	07863	908-453-4307
Baber	Teresa	39 Durham Street,	Pompton Lakes	NJ	07442	973-839-5400
Houston	Betty	270A Wanaque Ave,	Pompton Lakes	NJ	07442	973-835-8556
Palenik	Susan	THERESA GILLETTE, 681 STONE STREET	RAHWAY	NJ	07065	732-381-0111
Pfefferkorn	Megan	31 Peace Rd,	Randolph	NJ	07869	973-361-1639
Devine	Deborah	31 Woodside Drive,	Rockaway	NJ	07866	973-983-7647
Debrito	Debra	1 Orta Ct,	Sayreville	NJ	08872	732-238-1932
Fenska	Roberta	17 Patriot Court,	Sicklerville	NJ	08081	865-435-4118
Jones	Christin	492-C Cedar Lane # 112,	Teaneck	NJ	07666	800-970-7090
Emory	Elizabeth	P O Box 8122,	Turnersville	NJ	08012	267-252-4792



Mackey	Brian	28 Bohnert Place,	Waldwick	NJ	07463	201-857-5088
Bruno	Carl	10 LETTIE LANE,	WANAQUE	NJ	07465	973-835-2005
Berla	Caryn	295 Princeton Hightstown Road, Suite 11-283	West Windsor	NJ	08550	609-750-0807
Lunt	Debra	1127 Tamarind Place,	Williamstown	NJ	08094	609-238-7321
Foster	Bob	5400 Montgomery NE # 509- B,	Albuquerque	NM	87109	505-353-2754
Berry	Tricia	55 Tabazian Rd,	Tijeras	NM	87059	505-280-1906
Bouchard	Betty	1936 Oliver Springs Street,	Henderson	NV	89052	702-457-2789
Lhotsky	Paula	3930 Argent Star Court,	Las Vegas	NV	89147	702-478-7480
Baez	Patricia	6137 Kinderhook Ct.,	N Las Vegas	NV	89081	702-418-1654
Ellis	Brian	125 Elks Peak Avenue,	North Las Vegas	NV	89084	702-463-1438
Bowler	Terry	154 W Perkins Ave, P.O. Box 842	Overton	NV	89040	702-397-8800
Stone	Steve	1437 Humboldt Street,	Reno	NV	89509	775-348-9344
Criddle	Carole	5245 Vista Blvd, #F3 Box 183	Sparks	NV	89436	775-626-0202
Gilman	Nadia	15 Graystone Drive,	Zephyr Cove	NV	89448	775-580-7304
Marmon	Lisa	3 Hunting Trail,	Armonk	NY	10504	914-595-6610
Laudonio	Michael	Michael & Evelyn, 26 Railroad Avenue #110	Babylon	NY	11702	631-647-4532
Korte	Sheila	26 Railroad Ave. #342,	Babylon	NY	11702	(631)893-4232
Lyons	Patricia J	8752 E PATROL ROAD,	BALDWINSVILLE	NY	13027	315-720-1909
Vanderwater	Kristen	120 COMMANE ROAD,	BALDWINSVILLE	NY	13027	315-753-0524
Lappin	Bill	7527 Shalako Circle,	Baldwinsville	NY	13027	315-635-8261
Grunfeld	Ben	212-04 73rd Ave, Apt # 4-N,	Bayside	NY	11364	917-747-1519
Gallagher	Gail	124 COBB ROAD,	BREWSTER	NY	10509	845-259-9970
Scott	Matthew	57 Vails Lake Shore Dr.,	Brewster	NY	10509	845-669-5230
Reeberg	Patricia	3403 CANNON PLACE,	BRONX	NY	10463- 4301	718-548-4386
Ramos	Lou	780 Pelham Pkwy South # A6,	Bronx	NY	10462	718-708-5983
Featherstone	Ryan	79 East 40th Street,	Brooklyn	NY	11203	718-484-4947
Jirau	Kathy	309 Pulaski Street, Apt # 2,	Brooklyn	NY	11206	718-360-4741
Moshier	Janet	P. O. Box 366,	Brownville	NY	13615	315-786-6676
Verdile	Helene	207 SCOTCH BUSH RD,	BURNT HILLS	NY	12027	518-557-2460
Biggins	Ken And Kathy	20 Chili Riga Townline Road,	Churchville	NY	14428	585-507-7434
Vilardi	Michael	6 Princess Pine Dr.,	Clifton Park	NY	12065	518-831-9416
Bramble	Theresa	535 Furnace Dock Rd,	Cortlandt Manor	NY	10567	914 293 7436
Cardinale Mcc	Judene	575 Old Plank Road,	Coxsackie	NY	12051	518-444-4722
Mui	Edwin	40 Shoreham Dr E,	Dix Hills	NY	11746	631-338-2101

McGinnis	Patricia	1000 DARROW ROAD,	DUANESBURG	NY	12056	518-355-6038
Davidson	Bill	2369 Cooper Dr,	E. Meadow	NY	11554	516-515-9594
Winfield	Maryellen	982 Main Street, Ste 4-314	Fishkill	NY	12524	845-392-1084
Halley	Jayne	36-25 191 Street,	Flushing	NY	11358	718 888-2949
Dalton	Amanda	135-33 Roosevelt Ave,	Flushing	NY	11354	718-570-3606
Beck	Nelly	115-10 Queens Blvd , Suite LL1	Forest Hills	NY	11375	718-575-0017
Wagoner	Michael	61-23 190th Street, Suite 315	Fresh Meadows	NY	11365	718-229-2300
Jenik	Leonard	253 Whitehall Rd S.,	Garden City	NY	11530	516-547-9292
Geary	Barbara	798 W Washington St,	Geneva	NY	14456	585-261-1057
Nyholm	Christine	16 AMBER COURT,	HAUPPAUGE	NY	11788	631 724 6597
Zalta	Shelley	146 Thunder Road,	Holbrook	NY	11741	631-472-3444
Persaud	Christine	81 Manor Road,	Huntington	NY	11743	631-764-8928
Chester	David	122 Locust Lane,	Irvington	NY	10533	914-595-1846
Pressey	Vernon	84-49 168th St, Apt 2J,	Jamaica Estates	NY	11432	718-558-9190
May	Mary	428 Fernwood Ave,	Johnson City	NY	13790	607-217-4786
Bonetti	Tracy	18 York Place,	Kingston	NY	12401	845-334-9522
Doepf	Jim	4206 Fireside Dr,	Liverpool	NY	13090	315-944-3003
Goode	Robert	305 4th Street,	Mamaroneck	NY	10543	505-353-2754
Cornish	Mary Pat	4744 NE Townline Road,	Marcellus	NY	13108	315-673-7310
Merritt	Donald	4555 Limeledge Road,	Marcellus	NY	13108	315-673-9194
Boyer	Brad	2320 Olanco Rd,	Marietta	NY	13110	315-956-4418
Accardi	Tony	150 Jerusalem Ave,	Massapequa	NY	11758	914-630-2979
French	Ken And Carol	98 Stevens Rd,	McLean	NY	13102	607-838-4047
Siderakis	Sandra	110 Shenandoah Blvd. ,	Nesconset	NY	11767	631-724-1724
Cahill	Nancy	363 Byron Lane,	New Windsor	NY	12553	845-219-1780
Joseph	Zanette	2070 FIRST AVE # 464,	NEW YORK	NY	10029	646-894-5035
Simulcik	Garrett	17 Mulholland Drive,	North Babylon	NY	11703	631-274-5490
Gonzalez	Patricia	2133 Jacqueline Ave,	North Bellmore	NY	11710	516-620-0855
Lindner	Dan	2849 Nicole Ct,	Oceanside	NY	11572	630-637-9977
Holmes	Linda	380 Bunker Hill Rd.,	Oswego	NY	13126	315-342-1043
Derousie	George & Karen	42 BLUMER ROAD,	PENNELLVILLE	NY	13132	315-676-2412
Cochrane	Michael	60 Churchview Lane,	Pittsford	NY	14534	585-285-4136
Jeram	Kimberly	DEBBIE WELCOME, 3 BRIAN DRIVE	REXFORD	NY	12148	518-557-2743
Raynor	Maryjane	27 Duryea St,	Riverhead	NY	11901	631-284-3112
Egan	Jim	29 Bulson Rd,	Rockville Centre	NY	11570	516-608-2231
Viotto	Sharon	265 Sunrise Hwy Suite 1-321,	Rockville Centre	NY	11570	516-867-7215
Livingston	Felicia	65 THUNDER RIDGE DR,	RUSH	NY	14543	585-278-7726
Eng	Sally	35 Boulder Ridge Rd,	Scarsdale	NY	10583	914-509-5278
Dempsey	Jessica	107 Fifty Acre Road S,	Smithtown	NY	11787	631-780-6195

Papanier	Thomas	105 OTIS AVE,	STATEN ISLAND	NY	10306	718-668-2855
Powers	Rosemarie	164 Queen Street,	STATEN ISLAND	NY	10314	718-605-4011
Porter	Irina	156 Stonegate Dr,	Staten Island	NY	10304	212-738-9653
Orlowski	Karen	712 Quincy Ave,	Staten Island	NY	10305	718-980-4786
Finnegan	Mike	1324 Forest ave ste 121 ,	Staten Island	NY	10302	718-286-9555
Haas	Betty	48 Benson Road,	Stormville	NY	12582	845-223-4626
Chap	Manny	120 Main Street, Unit B,	Tuckahoe	NY	10707	914-652-7942
Hayward	Ann	269 OLD MILL RD,	VALLEY COTTAGE	NY	10989	845-268-6822
Abbott	Janet	1256 Clear Pond Lane,	Webster	NY	14580	585-545-4451
Martin	Dotti	212 16th St,	West Babylon	NY	11704	631-888-1009
Conner	Linda	PO Box 227,	West Eaton	NY	13484	315-684-7778
Mally	Christa	292 Plymouth Street,	West Hempstead	NY	11552	516-280-8528
Hicks	Harry	1232 ROUTE 20, P.O. BOX 98	WEST LEBANON	NY	12195	518 391 2542
Krieger	Michael	30 GLENN ST #105,	WHITE PLAINS	NY	10603	914-684-0727
Gronkowski	Gordon	7350 Transit Rd.,	Williamsville	NY	14221	716-406-2072
La Micela - Bonelli	Laura	176 Capitol Avenue,	Williston Park	NY	11596	516-659-4122
Charleson	Sarah	21 LONESOME PINE TRAIL,	WILTON	NY	12831	518-587-5056
Roberts	Jeffrey	79 CORNWALL CIRCLE,	YORKTOWN HEIGHTS	NY	10598	914-962-6464
Purdy	Romaine	674 Ledgerock Circle,	Brunswick	OH	44212	330-225-8720
Powell	John	378 Sylvia Drive,	Chardon	OH	44024	440-285-4967
Hennessey	Rose	2119 Danville Drive,	Cincinnati	OH	45233	513-941-0043
Witte	Beth	4989 Mallet Hill Drive,	Cincinnati	OH	45244	513-831-2789
Rich	Vicki	6956 East Broad St., #301,	Columbus	OH	43213	(614) 610-1408
Hairston	Loni	1559 MYRTLE AVE,	Columbus	OH	43211	614-263-0165
Greben	Adrienne	7556 Preserve Trail,	Concord	OH	44077	440-639-2474
Waymire	Claudine	2312 Far Hills Avenue, #381,	Dayton	OH	45419	937-252-8886
Pearson	Lydia	1209 E. Second Street,	Franklin	OH	45005	937-704-0540
Jones	Carl	16 Pitkin Drive,	Hudson	OH	44236	330-315-2828
Howard	Jannine	767 Rockhill Avenue,	Kettering	OH	45429	937-619-9438
Mcdaniel	Debra	14353 Clapper Hollow Rd,	Laurelville	OH	43135	740-601-7230
Kuriger	Walter	6690 Blue Holly Drive,	Lewis Center	OH	43035	614-467-0083
Husbands	Susan	1595 TIMBER ROAD,	MANSFIELD	OH	44905	419-589-2427
Stratton	Sherry	71290 Ohio Ave, Westlawn,	Martins Ferry	OH	43935	740-633-3933
Zeneri	Ronda	8251 Audubon Street NW,	Massillon	OH	44646	330-834-9884
Mull	Melody	Patrick Square, 1717 S Breiel Blvd	Middletown	OH	45044	513-425-9292
Hartman	Pamela	2228 Orchard Road,	Ottawa Hills	OH	43606	419 754 7034
Heasley	Sandra	3916 South Arlington Rd Unit 712	Uniontown	OH	44685	330-899-0700

Lang	John	3658 Raymont Blvd,	University Heights	OH	44118	216-538-3069
Sniderhan	Tracy	179 S. River Road,	Waterville	OH	43566	419-878-7447
Kirby	Lynn	16121 Stillmeadows Drive,	Edmond	OK	73013	405-348-2272
De Jong	Rudy	6120 N Air Depot Blvd,	Edmond	OK	73034	405-340-1515
Stewart	Jefferson	5110 East 86th Place South,	Tulsa	OK	74137	918-481-5272
Lane	Lezlie	401 WILLOW CREEK DRIVE,	TUTTLE	OK	73089	405-692-5836
Klang	Anthony	6107 SW Murray Blvd #113,	Beaverton	OR	97008	503-679-1007
Flatt	Cassandra	PO Box 161, 422 S Bryan St	Condon	OR	97823	541-384-2300
Luahiwa	Robin	5361 Jeffrey Way,	Eugene	OR	97402	541-543-0326
Reynolds-Oregon	Vern	1721 Majestic St,	Klamath	OR	97601	541-273-2837
Reynolds	Vern	11800 Tingley Lane #36,	Klamath Falls	OR	97603	541-205-3152
Olund	Tammi	18369 Longfellow Ave,	Lake Oswego	OR	97035	503-406-1030
Slinchak	Derek	P.o. Box 141, 15998 Rabbit Hill Ln	POWELL BUTTE	OR	97753	541-323-6364
Moss	Jo-Ann	5160 Summit St,	West Linn	OR	97068	503-656-5005
Deemer	Tim & Dora	1089 DEEMER ROAD,	BATH	PA	18014	610-759-6644
Mason	Glen	C/O BEAVER TRAVEL CENTER, 1100 THIRD STREET	BEAVER	PA	15009	724-728-5462
Walling	Michael	PO BOX 467,	Bowmansville	PA	17507	267-808-4747
Bennett	Nancy	627 Churchill Rd,	Chester Springs	PA	19425	610-241-5028
Gyr	Tracy	158 North Jamestown Road,	Coraopolis	PA	15108	412-269-0575
Alzate	Gina	901 Alexander Ave,	DREXEL HILL	PA	19026	1-484-383-1221
Fisher	Trina	4 Hines Drive,	East Berlin	PA	17316	717-259-9999
Baptista	Jennifer	11826 High Point Rd,	Felton	PA	17322	717-244-3741
Luff	Kathy	3172 CLOVERLY DRIVE,	FURLONG	PA	18925	215-348-1003
Kauffman	David	743 BEECHWOOD ROAD	HAVERTOWN	PA	19083	610 628 9664
Snavelly	Jonathan	399 Gates Rd,	Hershey	PA	17033	717-298-6040
Polovoy	Joe	1531 Honeysuckle Cir.,	Jamison	PA	18929	215-491-2050
Zweizig	Stacy	1901 Rockvale Rd,	Lancaster	PA	17602	717-464-4700
Cantillo	Leslie	13 Summit Square Center, #273	Langhorne	PA	19047	215-497-9572
Trolli	Kathy	15 Rose Arbor Lane,	Levittown	PA	19055	215-943-1392
Mckeon	Jerry	560 E Vanderbilt Dr,	Mars	PA	16046	724-776-1902
Erickson	Catherine	3964 Brookridge Dr,	Mechanicsburg	PA	17050	717-732-6594
Ehret	Jeff	306 Clay Rd,	Mertztown	PA	19539	610-770-6030
Egan	Donna	740 Vanderbilt Drive,	Monroeville	PA	15146	724-733-0818
King	Joann	239 Grace Street,	Mont Clare	PA	19453	610-935-8956
Jacobson	Lauren	384 Nolf Road,	Nazareth	PA	18064	610-759-4620
Bucklen	Terry Todd	916 ROSS MOUNTAIN PARK RD,	NEW FLORENCE	PA	15944	724-235-2694
Winterhalter	Elizabeth	225 TYROL DRIVE,	PITTSBURGH	PA	15227	412-882-1180

Weber	Marvin & Susan	2 Allandale Road,	Plymouth Meeting	PA	19462	610-277-2227
Mcauliffe	Annette	PO Box 6311,	Reading	PA	19610	914-299-8510
Dudish	Dara	PO Box 85,	Red Lion	PA	17356	717-246-0393
Cohen	Jay	221 Trimble Rd,	Thornton	PA	19373	610-459-1181
Crowley	John	391 Rock Run Rd,	Turtlepoint	PA	16750	412-600-3905
Waitzman	Irene	1004 BEECH ROAD,	WALLINGFORD	PA	19086	610-490-0600
Smith	Rolande	32.5 DeRose Street,	Walnutport	PA	18088	610-442-0777
Derrick	Jennifer	160 MOGER DRIVE,	WASHINGTON	PA	15301	724-228-8363
Johnson	Herb	9 Cone St,	Wellsboro	PA	16901	561-689-3890
Bogert	Nancy	900 Grampian Blvd,	Williamsport	PA	17701	570-323-0112
Steinberg	Cathy	910 BOWMAN AVENUE,	Wynnewood	PA	19096	610-585-4795
Hernandez	Angel	100 North Park Road #1207,	Wyomissing	PA	19610	610-927-5212
Dorsey	Kimberly	Po Box 131 ,	Yatesboro	PA	16263	724-783-7834
Palulis Acc	Gregory And Laura	15 Alton Ave,	Cumberland	RI	02864	774-991-0760
Scott	Michael	116 Ewing Rd,	North Kingstown	RI	02852	401-884-2351
Gonzales	Keri	20 Lancashire St,	Providence	RI	02908	401-228-8454
Fuchs Jr.	Don	275 Robin Hollow Rd.,	West Greenwich	RI	02817	401-397-5515
Senouillet	Christina	97 Crossings Blvd,	Bluffton	SC	29910	843-706-3148
Beltran	Yiraliz	128 Crossings Blvd,	Bluffton	SC	29910	843-271-6770
Stein	Jill	3072 South Shore Dr.,	Charleston	SC	29407	843-343-4905
Gaar	Jennifer	23 Schooner Ct.,	Columbia	SC	29229	803-865-8840
Mc Clenan	Betty	713 Youpon Street,	Florence	SC	29501	843-662-9529
Rice	Deeann	319 Swamp Fox Drive,	Fort Mill	SC	29715	803-233-3992
Burk	Rich	1212 Madison Green Drive,	Fort Mill	SC	29715	803-280-7369
Ford	Dwight	3085 Luvan Blvd.,	Georgetown	SC	29440	843-436-0238
Brown	Joseph	P.O. Box 87,	Gramling	SC	29348	864-473-1433
Goodboy	Sue	27 PARKWOOD DRIVE,	HILTON HEAD IS	SC	29926	843-681-6171
Greene	Joan	33 Office Park Rd #A, PMB #328	Hilton Head Island	SC	29928	843 686-4226
Wincklhofer Jr	Joseph	47 University Drive,	Ladson	SC	29456	843-821-6862
Morris	Gwen	1960 HWY 378,	LEXINGTON	SC	29072	803-996-2117
Davidson	Julie	2221 BECKENHAM DRIVE,	MT PLEASANT	SC	29466	843-388-8418
Succo	Anthony	1376 ROYAL DEVON DRIVE,	MYRTLE BEACH	SC	29575	843-294-1620
Foy	Marina	1229 38th Ave N. # 228,	Myrtle Beach	SC	29577	843-831-0698
Mills	Daniel	5056 Glenbrook Drive, Apt 201,	Myrtle Beach	SC	29579	919-740-6334
Minor	Christopher H.	402 34th Ave North,	North Myrtle Beach	SC	29582	843 427-7448
Marsh	Danielle	PO Box 81241,	Simpsonville	SC	29680	864-228-7992

Yoffe Eccs	Nancy	Cruise Planners, 102 Cinder Terrace	Spartanburg	SC	29307	864-579-3082
Bogart	Diana & Michael	4824 RUSTLERS COURT	SUMMERVILLE	SC	29485	843-695-0750
Celec	Maryanne	11036 Seven Coves Drive,	Tega Cay	SC	29708	(803) 802-3457
Fennel	Susan	257 N. Calderwood St., #146	Alcoa	TN	37701	865-856-0231
Barnett	Debra	3325 Kirby Whitten Rd, suite 101	Bartlett	TN	38134	901-290-0177
Kennedy	Kathy	1018 Hill Road,	Blountville	TN	37617	423-323-1344
Haefele	Melissa	1722 HARNESS PLACE,	BRENTWOOD	TN	37027	615-309-0114
Cross	Deborah	2401 North Ocoee Street,	Cleveland	TN	37311	423-476-6300
Pearson	Michael	3000 Hwy 25,	Cottontown	TN	37048	615-323-7019
Dillon	Bill	5960 Lickton Pike,	Goodlettsville	TN	37072	615-855-0218
Johnson	Laura	5052 Appalachian Dr	Goodlettsville	TN	37072	615-672-1511
Worley	Alma	1579 Shadwick Cemetery Rd.,	Hixson	TN	37343	423-847-6580
Maturino	Annie	912 SCENIC CT,	KINGSPORT	TN	37663	423-239-7646
Hass	Randy	308 RC Barrett Road,	Kingsport	TN	37660	423-348-8785
Williams Mcc	Melodie	204 Sandringham Court,	Knoxville	TN	37934	865 384-0135
Harper	Mark	5037 TIMBERHILL DRIVE,	NASHVILLE	TN	37211	615-833-8683
Follmann	Joan	4460 MONKHOUSE RD,	SOMERVILLE	TN	38068	901-496-7832
Baker	William	5016 Spedale ct, #211	Spring Hill	TN	37174	615-613-5035
Ownby	Karyn	106 Jessica Dr.,	Aledo	TX	76008	817-454-5357
Alexander	Karen	923 Rutgers Ct,	Allen	TX	75002	972-359-8841
Shanley	Tom	4508 Dillehay Drive,	Allen	TX	75002	972-429-4182
Harrison	Heidi	405 Irvine Drive,	Allen	TX	75013	214-256-4280
Davis	Cheryl	921 Partridge Drive,	Aubrey	TX	76227	469-481-2501
Biel	Katheryn	12102 CONRAD ROAD,	AUSTIN	TX	78727	512-219-8044
Mehta	Seema	8505 Del Carmen Cove,	Austin	TX	78759	512-410-1236
Stilwell	Lois	4301 W. William Cannon Drive, Suite B150-100	Austin	TX	78749	512-579-0001
Henry	Liz	10305 Holme Lacey Lane,	Austin	TX	78750	512-358-4748
Cottle	Dan	1209 Timbercrest Dr,	Benbrook	TX	76126	817-249-2726
Brown	Malloy	215 W. Bandera Rd., Suite 114-147	Boerne	TX	78006	830-755-6400
Fulgham	Dale	PO BOX 517,	BROWNSBORO	TX	75756-0517	903-852-5050
Cirilli	Mary	103 N. Hill #35,	Burnett	TX	78611	512-715-9826
Manwell	Shauna	101 S. 20th St,	Carrizo Springs	TX	78834	830-876-3436
Zwerner	Carol	2136 Tiburon,	Carrollton	TX	75006	972-417-0018
O'Donnell	Margaret	160 ANTLER FALLS RUN,	COMFORT	TX	78013	830-995-3651
Kuykendall	Jj	27013 Harlan Ln.,	Conroe	TX	77385	281-292-7022
Walker	Stewart	2114 SUMMIT MIST DR,	CONROE	TX	77304	936-242-3137
Kleefisch	Anne	6626 DUPPER DRIVE,	DALLAS	TX	75252	972-964-3446
Ver Eecke	Thomas	2633 McKinney Avenue, Suite 130-505	Dallas	TX	75204	972-871-8450

Cooley	Jack	8627 Cherry Hill Drive,	Dallas	TX	75243	214-520-6900
Kolanko	Linda	2213 Redondo Road,	Denton	TX	76210	940-387-7414
Kerr	Malinda	3820 GRANADA TR,	DENTON	TX	75205	940 380-1283
Morales	Christine	729 PORRAS,	EL PASO	TX	79912	915-208-4039
Moody	Sue	1817 SHENANDOAH DRIVE,	EULESS	TX	76039	817-905-9286
Bailey	Emily	954 Winged Foot Drive,	Fairview	TX	75069	972-249-5032
Nelson Jr.	John	250 Convention Dr. #712,	Fairview	TX	75069	210-858-6494
Bennett	David	2611 Cross Timbers Road, Suite 100	Flower Mound	TX	75028	(972) 538-0258
Dienst	Jeannine	2521 Pebble Lodge Ln,	Friendswood	TX	77546	281-992-7447
Phifer	Gen	1306 Steele Dr,	Friendswood	TX	77546	281-993-8909
Mclaren	Janet	2518 Timber Ridge Drive,	Garland	TX	75044	972-231-0066
Dixon	Glenn	4534 Westlake Dr,	Garland	TX	75043	972-203-9474
Adams	Jane	9705 Bellechase Rd,	Granbury	TX	76049	817-308-4009
Iovine	Patricia	4344 Kenwood Drive,	Grapevine	TX	76051	817-488-7688
Schmitt	Susan	8610 Crossriver Lane,	Houston	TX	77095	281-855-2600
Gallardo	Rose	2320 Watson,	Houston	TX	77009	713-426-0790
Fey	Jeanine	12436 FM 1960 W. PMB #166,	Houston	TX	77065	832-688-8675
Morris	Sammie	3730 Kirby Drive, Suite 1200,	Houston	TX	77098	713-589-8781
Mellard	Marshall	318 Fargo Street,	Houston	TX	77006	866-366-8646
Costa	Gary	11518 Aspenway Dr,	Houston	TX	77070	832-559-7926
Edwards	Edmond	PO BOX 440521,	Houston	TX	77244	281-743-3003
Onyekwelu	June	3007 Sedgeborough Drive,	Houston	TX	77084	281-492-7833
Sharp	Rachel	729 Sue Barnett Drive,	Houston	TX	77018	713-234-1269
Turner	Doris	11303 Chestnut Woods Trail,	Houston	TX	77065	832-604-6960
Cudd	Maryke	20503 Forest Stream,	Humble	TX	77346	832-644-9695
Mccomb	Kristy	701 Marble Canyon Circle,	Irving	TX	75063	620-875-0609
Chin	Gene	22136 Westheimer Pkwy Ste 523,	Katy	TX	77450	832-377-6220
Serrano	Maribeth	5618 Redgrove LN,	Katy	TX	77494	281-989-6695
Hobday	Randy	4916 Van Zandt Drive,	Keller	TX	76244	817 945-3240
Green	Julie	201 West Mistletoe,	Kennedale	TX	76060	817-478-7119
Odom	Dustin	306 Jackson Rd.,	Kilgore	TX	75662	512-851-0656
Feierabend	Carl	3614 Wildwood Ridge,	Kingwood	TX	77339	832-771-8100
Bussed	Valdir	2129 Lake Village Drive,	Kingwood	TX	77339	281-713-8234
Bakkethun	Sandra	1306 Feather Crest Dr,	Krum	TX	76248	940-398-4200
Tubbs	Priscilla	2118 ABERDEEN DR	LEAGUE CITY	TX	77573	281-557-0600
Heaven	Cathy X	421 Magnolia Way,	League City	TX	77573	(281) 557-7555
Rivera	Errica	2413 Lake Bend Dr,	Little Elm	TX	75068	614-404-4944
Kirksey	Marsha	4806 105th Street,	Lubbock	TX	79424	806-698-0070
Sinisi	Sherry	31706 SPINNAKER RUN,	MAGNOLIA	TX	77354	832-521-7748
Mckinney	Terry S.	23815 Teneya Canyon,	Magnolia	TX	77355	832.520.1795
Moore	Jodi	1301 East Debbie Lane, Suite 102-119	Mansfield	TX	76063	817-889-2745

James	Nancy	22 TRAILRIDGE DR,	MELISSA	TX	75454	972-838-4494
Richardson	Leslie	6140 Highway 6, Suite 163,	Missouri City	TX	77459	713-491-4989
Pace	Sherry	412 Parkside Court, na	Murphy	TX	75094	972 429-1299
Austin	Kelley	1627 Everitt St,	Navasota	TX	77868	936-825-7001
Bish	Sally	1089 Osprey Court,	Nemo	TX	76070	254-898-0303
Gruben	Theresa	3413 ANCHOR DRIVE,	PLANO	TX	75023	972-208-8511
Battle	Marlene	2016 Bridge View Lane,	Plano	TX	75093	972-519-0422
Bowler	Cookie	3429 Caleo Court,	Plano	TX	75025	972 618 0493
Christiansen	Sandy	4317 Brinker Court	Plano	TX	75024	972-618-2151
Garner	Debbie	3626 FM 3364,	Princeton	TX	75407	972-235-9404
Nudds	Sheryl	705 Dumont Drive,	Richardson	TX	75080	972-231-9383
Goodstein	Heather	101 S. Coit Rd. Ste. 36-228,	Richardson	TX	75080	972-385-4505
Drobny	Guy	4004 ELMGREEN DRIVE,	ROANOKE	TX	76262	682-549-0019
Hamilton	Pam	3720 Gattis School Rd, Suite 800-246,	Round Rock	TX	78664	512-333-2007
Delorenzo	Karen	19141 Stone Oak Parkway, Suite 104, #26	San Antonio	TX	78258	210-865-1831
Johnson	Kerry	5114 Vance Jackson Rd,	San Antonio	TX	78230	210-998-2580
Gottwald	Hank	3 Firethorn Trail,	San Antonio	TX	78256	210-883-7874
Lunden	Harry	401 N Carroll Ave - Apt 107,	Southlake	TX	76092	817-488-3495
Hewitt	Kathy	30110 South Lake Falls,	Spring	TX	77386	281-419-0141
Roman	Mayra	30714 Eastridge Drive,	Spring	TX	77386	832-592-1390
Robbins-Meyer	Daphanne	31 S. Piney Plains Circle,	The Woodlands	TX	77382	832-458-6489
Lazenby	Roy	31507 Helen Ln.,	Tomball	TX	77375	281-516-7777
Chuisano	Connie	19406 Solon Springs Ct,	Tomball	TX	77375	281-255-6702
Dawson	Heidi	104 Stamford Court,	Waco	TX	76712	254-523-9920
Walters	Judy	14806 County Road 2333,	Whitehouse	TX	75791	903-316-7890
Austin	Andy	5328 Long Leaf Dr,	Wichita Falls	TX	76310	940-733-2313
Hill	Greg	178 E Steed Ct,	Farmington	UT	84025	801-451-5599
Bingham	K. Spence	830 N 1060 East,	Lehi	UT	84043	801-337-3942
Ure	Mary Kathleen	4781 Winchester Court,	Park City	UT	84098	435-487-9022
Pearson	Vickie	12146 SOUTH 4000 WEST,	RIVERTON	UT	84066	801-884-3418
Merrill	Quin	3821 alena Cove,	Riverton	UT	84065	801-512-5507
Coon	Richard Lynn	13064 SOUTH 2420 WEST,	RIVERTON	UT	84065	801-446-2095
Remund	Brett	1185 W 120 S Circle,	St George	UT	84770	435-668-9997
Nelson	Cassie	6654 Feulner Dr,	West Valley City	UT	84128	801-803-1136
Minnick	Monique	2438 Huntington Park Dr,	Alexandria	VA	22303	540-650-5334
Javeri	Amrita	3713 Austin Ave,	Alexandria	VA	22310	703-879-2502
Clore	Debra	6504 Wayside Place,	Alexandria	VA	22310	703-662-5778
Berry	Yvette	9013 Windflower Lane,	Annandale	VA	22003	703-732-3374
Facella	Stephen	3052 S. Buchanan St, Apt C1	Arlington	VA	22206	954-369-5414
Cantwell	Merci	43623 SOLHEIM CUP TERR,	ASHBURN	VA	20147	703-726-9455



Peterson	Pete	21519 Trowbridge Square,	Ashburn	VA	20147	703-858-9898
Cooper	Lisa	6254 Goulding Ct.	Bealeton	VA	22712	540-439-4090
Absher	Carl	3825 Catawba Road,	Blackburg	VA	24060	540-961-0150
Farrar	Herbert	12813 Gentle Shade Drive,	Bristow	VA	20136	703-881-9144
Bender	Alan	Box 823,	Centreville	VA	20122	703-968-0235
Felton	Maurica	14324 Claybon Terrace,	Chester	VA	23831	804-504-5542
Rohrer	Sandra	10200 Grape Vine Lane,	Dayton	VA	22821	540-867-0075
Swogger	Lynn	9602 Nuthatch Dr,	Fairfax Station	VA	22039	703-690-5811
Himmelberger	Peter	6310 BLACKBURN FORD DR	FAIRFAX STATION	VA	22039	703-496-4125
Strecker	Rebecca 'Becky'	756 Sterrett Road, n/a	Fairfield	VA	24435	540-348-3062
Simpson	Kim	5 Rosecroft Drive,	Fredericksburg	VA	22407	540-548-2998
Wells	Sherry	2152 Astoria Circle #403,	Herndon	VA	20170	703-376-8991
Mittra	Anoop	13617 Red Squirrel Way,	Herndon	VA	20171	703-561-0404
Wright	Kevin	109 Pershing Avenue NW,	Leesburg	VA	20176	571-252-8516
Walker	Bradley	9435 Lorton Market Street, Suite #262	Lorton	VA	22079	703-436-1600
Culp	Debby	5947 Fincastle Drive,	Manassas	VA	20112	703-897-9923
Harrison	Carol	5897 FINCASTLE DR	MANASSAS	VA	20112	703-915-0245
Minyard	Lene	13087 Pershing Dr,	Manassas	VA	20112	703-791-2944
Colicchio	Ella	1601 Spring Gate Dr. #1407,	McLean	VA	22102	240-441-7028
Sullivan	Robin	8095 Glenbrook Dr.,	Mechanicsville	VA	23111	804-244-1228
Maro	Philip	1950 Buccaneer Road,	Moneta	VA	24121	540-296-0550
Sellars	Mary	18731 Johnsons Landing Road,	Parksley	VA	23421	757-665-4536
Jones	Bob	3973 Resting Place,	Powhatan	VA	23139	804-598-2335
Allen	Matthew	4108 E Parham Rd, Suite107	Richmond	VA	23228	804-454-7400
Hubbard	Kimberly	2728 Laburnum Ave.,	Roanoke	VA	24015	954-344-8060
Edwards	Pamela	205 Longview Circle,	Smithfield	VA	23430	757-255-4886
Roberts	Sharon	7001 Loisdale Road, Suite C- 42,	Springfield	VA	22150	703-768-2301
Dicola	Lina	7 Mount Ararat Lane,	STAFFORD	VA	22554	540-288-2778
Sawh	John	30 Christopher Way,	Stafford	VA	22554	540-288-1999
King	Kenneth	PO Box 311,	Strasburg	VA	22657	540-465-8886
Lackey	Tammy	917 Maryland Ave,	Suffolk	VA	23434	757-695-3018
Clukey	Linda	2112 Heron Ridge Lane,	Virginia Beach	VA	23456	757-689-8202
Blackmore	Dennis And Mary Jo	2337 Fenwick Way,	Virginia Beach	VA	23453	757-208-7119
Stammler	Sandi	8793 Green Rd.,	Warrenton	VA	20187	540-341-7555
Stewart	Bruce	Stewart, Stewart & Stewart, (S3), LLC, PO BOX 839	Warrenton	VA	20188	540-351-1629
Hux	Deborah	4300 GARDEN VIEW	WILLIAMSBURG	VA	23188	757-229-7993
Ford	Gina	15847 Bobolink Drive,	Woodbridge	VA	22191	954-464-3935

Washington	Tracy	16417 Regatta Lane,	Woodbridge	VA	22191	703-590-2290
Yaz	Cruise Planners	102 Joel Lane,	Yorktown	VA	23692	757-898-1313
Meller	Karen	103 Medford Court,	Yorktown	VA	23693	757-224-3404
Davis	Jennifer	205 Foster Rd.,	Yorktown	VA	23690	757-634-4297
Sherman	Donna	131 Peach Street,	Berlin	VT	05602	802-223-6838
Schafer	Caroline	117 Allen Dr,	Milton	VT	05468	802-893-7539
Schnabel	Bill	5207 Sterling Dr,	Anacortes	WA	98221	425-387-0548
Paulson	Dale	3500 223RD ST. SW	BRIER	WA	98036	425-582-2419
Cave	Andrea	2026 NW Sierra Ln,	Camas	WA	98607	360-833-9041
Davenport	Christine	2201 NE Parker Rd.,	Coupeville	WA	98239	360-678-7412
Schill	Evelyn	1600 Bodine Rd,	Kelso	WA	98626	360-423-8829
Woulf	Jana	6937 NE 170th St,	Kenmore	WA	98028	425-223-2885
Smith	Bryan	Cruise Planners,	Kirkland	WA	98033	206-388-3657
Lawrence	Linda	18421 Driftwood Drive East,	Lake Tapps	WA	98391	253-321-4259
Thompson	Dolores	30 123rd St NW,	Marysville	WA	98271	360 386 1244
Gorman	Janet	1723 12th Street SW,	Puyallup	WA	98371	253-881-1469
Sinn	Michael	7524 35th Ave SW, Apt N304	Seattle	WA	98126	402-484-0413
Doggett	Denise	16824 Snohomish Ave,	Snohomish	WA	98296	425-244-3097
Rhodes	Sharla	1223 WALLULA AVE	WALLA WALLA	WA	99362	509-525-8446
Harvey	Lisa	16432 Oakridge Ct SE,	Yelm	WA	98597	360-960-8079
Schleif	Pammy	4643 - 141st St,	Chippewa Falls	WI	54729	715-579-8237
San Miguel	Corrine	W4040 US Hwy 14/61,	Coon Valley	WI	54623	608-452-2128
Rashid	Craig	372 8th Street,	Fond du Lac	WI	54935	920-921-3771
Winkowski	John	7024 S. Lovers Lane Road,	Franklin	WI	53132	414-858-9065
Johnson	Janet	6027 Boat Landing Road,	Land O' Lakes	WI	54540	715 547-6772
Koppa	Lue Ann M	13660 W Linfield Ct,	New Berlin	WI	53151	262 786 6334
Hine	Darren	235 Lewis Washington Drive,	Charles Town	WV	25414	304-724-5757
Naum	Vanessa	31 FIELDCREST AVE	WHEELING	WV	26003	304-242-2555

\*\*Franchisees who had signed an agreement, but whose outlet had not yet opened as of December 31, 2011.

Schocke	Renae	6420 Highway 5 South,	Mountain Home	AR	72653	870-491-5215
Kubisak	Debra	453 Anita Street,	Laguna Beach	CA	92651	949 494 0100
Boyle	Susanne	12463 RANCHO BERNARDO ROAD #177,	SAN DIEGO	CA	92128	858-487-0744
Fowlie	Dave	3245 University Ave, Suite 1-184,	San Diego	CA	92104	619-339-1798
Dimacchia	Tim	1183 Doyle Circle,	Santa Clara	CA	95054	408-335-6626
Zaman	Muhammad	907 Pineridge St,	Upland	CA	91784	909-660-0646
Huger	Marni	4325 Reginold Court,	COLORADO SPRINGS	CO	80906	719-358-7850
Tucker	Veronica	1799 N Highland Ave # A8,	Clearwater	FL	33755	727-478-2954
Mancini	Barbara	910 NW 126th Terrace,	Coral Springs	FL	33071	754-484-4859
Armstrong	Ferne	95158 Ventures Ct,	Fernandina Bch	FL	32034	904-410-2087
Wozniak	Diane	4800 Bayview Dr, Apt 504,	Ft Lauderdale	FL	33308	954-249-4285
Garcia	Lucy	3700 W 6th Ave,	Hialeah	FL	33012	305-428-2283
Baggs	Yvonne	6500 Lake Gray Blvd # 213,	Jacksonville	FL	32244	904-779-7446
Reichert	Bruce	297 Sabal Lake Dr,	Naples	FL	34104	239-601-5998
Ripley	John	1089 Coastal Circle,	Ocoee	FL	34761	321-236-0300
Stewart	Beth	3511 Sanctuary Drive,	Panama City Beach	FL	32408	850-588-8671
Correa	Laurel	8026 Airport Grade,	Perry	FL	32348	954-278-3911
Vaughns	Tyra	9830 NW 3rd St,	Plantation	FL	33324	954-501-0052
Fuller	Gordon	3709 N 36th Street,	Tampa	FL	33610	813-402-6749
Phromvipha	Marcella	206 La Costa Ln,	Weston	FL	33326	954-393-4681
Tavernaro	Richard	5114 Chipping Dr,	Acworth	GA	30101	404-863-9188
Akers	Jen	70 Althea Ave,	Battle Creek	GA	49037	269-420-1624
Sharpe	Mone	105 Fernway Drive,	Fayetteville	GA	30214	678-974-3267
Turunen	Patricia	60 Courtyard Drive,	Newnan	GA	30265	808-227-8141
Lanier	Donald	318 Pebble Dr,	Rincon	GA	31326	912-225-3887
Edwards	Karen	675 Winnmark Drive,	Roswell	GA	30076	404-786-7768
Maclean	Debra	5820 Ettington Dr,	Suwanee	GA	30024	770-205-8667
Schutt	Sherry	6812 W Keeney Street,	Niles	IL	60714	224-406-7496
Dykstra	Doug	3203 E Mattatha Drive,	Bloomington	IN	47401	812-345-7971
Rice	Marcia	9561 Renaissance Dr,	St John	IN	46373	219-440-8122
Morris	Cyndi	7801 Rock Creek Drive,	Ozawkie	KS	66070	785-484-2050
Gordon	Adrienne	1226 Edgebrook Ct,	Florence	KY	41042	412-897-4808
Collins	Mike	370 Cobb Ford Rd,	Irvine	KY	40336	859-625-8708
La Rosa	Cathy	64 Cliff Ave,	Winthrop	MA	02152	617-207-5512
Storms	Robin	7527 Main St, Apt 3,	Sykesville	MD	21784	301-310-4662

Keo	Anita	10149 Bridgewater Ct,	Woodbury	MN	55129	651-342-3498
Raia	Melanie	112 Oxford Creek Rd,	Cary	NC	27519	919-234-3984
Engborg	Ted	7791 Rock Meadows Trail Ct,	Denver	NC	28037	704-483-8578
Caldwell	Brenda	610 Saddle Ridge Avenue,	Durham	NC	27704	919-471-4513
Tancs	Linda	649 Route 206, #9-216	Hillsborough	NJ	08844	908-428-4224
Chiurazzi	Janet	131 Warwick St,	Iselin	NJ	08830	732-404-1687
Vyas	Jay	67 Denton Ct,	Matawan	NJ	07747	732-970-6391
Diak	Deborah	2459 Via De Cortona	Henderson	NV	89074	702-546-8033
Ford	Branwen	80 Ogden Ave,	Dobbs Ferry	NY	10522	914-609-3495
Greene	Linda	348 N Midland Avenue,	Upper Nyack	NY	10960	845 353 2838
Sprik	Crystal	9524 E. 81st Street, Suite B	Tulsa	OK	74133-8033	918-695-5133
Haviland	Matt	1885 Foothill Drive,	Huntingdon Valley	PA	19006	267-722-8415
Siddiqui	Sajjad	214 N Broad St,	Lansdale	PA	19446	267-263-1004
Druckenmiller	Lisa	210 Edmonds Ave,	Northampton	PA	18067	484-239-4000
LeBlanc	Val	3453 S Caroldale Rd C16	Paulina	SC	70763	225-286-9447
Keshav	Amarjit	2817 Hampton Court Road N,	Cordova	TN	38016	901 473 1734
McDonald	Tonya	5681 Glenwild,	Memphis	TN	38119	901-682-5114
Henshaw	Michael	1303 S Montreal Ave,	Dallas	TX	75208	214-331-2264
Impellizzieri	Kevin	2940 Harvest Hill Dr,	Grapevine	TX	76051	817-488-7475
Mendelssohn	Rick	1111 Morgans Peak,	San Antonio	TX	78258	210-701-2775
Navarro	Claudia	3164 Vinifera Dr, Home-office	San Jose	TX	95135	408-620-1278
Lugo-Valadez	Maria	8701 Spring Cypress Road,	Spring	TX	77379	281-257-2800
Peek	Ken	9921 Tara Oaks Cr,	Waco	TX	76712	254-399-8956
West	Laura	1716 W Fox Bay Drive, H-202,	Heber City	UT	84032	435-640-9654
Stevens	Dawn	7199 S Mountain Glen Lane,	Salt Lake City	UT	84121	801-505-9242
Anton	Stefanie	12502 Thomas Young Ct,	Herndon	VA	20171	703.485.1488
Davis	Michael	202 Mill Cross Ln,	Occoquan	VA	22125	703-490-2401
Alexander	Janette	516 Ranger Dr,	Olympia	WA	98503	253-961-1025

**EXHIBIT “D”**  
**TO THE *CRUISE PLANNERS*® DISCLOSURE DOCUMENT**  
**LIST OF FRANCHISEES**  
**WHO HAVE LEFT THE SYSTEM**

## **FRANCHISEES WHO HAVE LEFT THE SYSTEM**

The following is a list of franchisees whose franchise agreements have either been terminated, canceled, not renewed or who otherwise have left the system during the 12-month period ending December 31, 2011 or who have not communicated with us within 10 weeks of March 21, 2012. The list does not include those 12 franchisees who transferred from one state to another.

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

<b>LastName</b>	<b>First Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Business Phone</b>
Grinkmeyer	Christina	4225 Paxton Place,	Birmingham	AL	35242	205-967-7696
Posey	Irene	1545 Gulf Shores Pkwy, Suite 213	Gulf Shores	AL	36542	251-968-7477
Galindo	Cindy	1648 SALEM RD	BENTON	AR	72019	501-794-1860
Parker	Paul	1005 South Main St.,	Searcy	AR	72143	501-548-0051
Garrobo	Janine	500 N. Estrella Pkwy, Ste #B2/433	Goodyear	AZ	85338	623-215-3275
McMahon	Ed	27154 N 129th Drive,	Peoria	AZ	85383	623-215-2667
Hockley	John	4819 S Roosevelt St	Tempe	AZ	85282	602-757-7335
Burbank	Devin	2230 Cascade Drive,	Atwater	CA	95301	209-826-5079
Sabharwal	Jacqueline	7738 Bobcat Lane,	Highland	CA	92346	909-496-8930
Bernel	Jan	23 Bretagne,	Newport Coast	CA	92657	949-335-5554
Butler	Elise	6060 Jardine Road,	Paso Robles	CA	93446	805-239-3177
Smith	Carole	40101 Monterey Avenue, B1-108	Rancho Mirage	CA	92270	760-898-4407
Hansen	Julie	21 Via Jacobea,	San Clemente	CA	92673	949-218-0345
Shinn	Charles	3930 Centre Street, # 107	San Diego	CA	92103	619-291-2142
Klang	Anthony	10755-F Scripps Poway Pkwy Suite 462	San Diego	CA	92131	503-679-1007
Smith	David	5214F Diamond Hts Blvd, #436	San Francisco	CA	94131	415.587.7400
Elwishahi	Sana	841 N 6th Street	San Jose	CA	95112	408-905-1518
Bucolo	Tom	655 LEWELLING BLVD #367	SAN LEANDRO	CA	94579	510-614-8386
Smerican	Melanie	1347 Corte Bagalso,	San Marcos	CA	92069	760-598-2939
Landis	Lenee	13646 1/2 DRONFIELD AVE	SYLMAR	CA	91342	818-367-3784
Mason	Lisa	28935 CUMBERLAND ROAD	TEMECULA	CA	92591	951-296-5254
Knous	Kristin	4555 13th Street, 2G	Boulder	CO	80304	303-993-8134
Millard	Jean	4140 W 134th Pl,	Broomfield	CO	80020	303-284-8992
Rooney	Crystal	102 South Tejon, Suite 1100,	Colorado Springs	CO	80903	719-578-3329
Short	James "Eric"	PO Box 55056,	Grand Junction	CO	81505	970-812-4055
Fischer	Cynthia	6876 E. Edgewood Way,	Highlands Ranch	CO	80130	303-683-9369
Johnson	Janice	12226 W Crestline Dr,	Littleton	CO	80127	303-990-5257
Boutot	Serena	59 Angelas Way,	Burlington	CT	06013	860-404-2828
Beatty	Abby	175 Wormwood Road,	Fairfield	CT	6824	203-292-6426
Williams	Ernie	115B CHASTA LANE,	Trumbull	CT	6611	203-416 9073
Lunz	Rachel	21075 NE 34TH AVENUE, APT 103- 2 AVENTURA, FL. 33180	AVENTURA	FL	33180	305-931-2621
Casal	Ana	1000 Island Blvd. #2108,	Aventura	FL	33160	954-529-3575
Swisher	Stephen	16206 Cooper Hawk Ave,	Clermont	FL	34714	352-243-4181
Consiglio	Sam	2101 LUGAYA BEND-O-1	COCONUT CREEK	FL	33066	954-979-6511
Cutler	Robyn	3521 Washington Lane,	Cooper City	FL	33026	954-443-5900
Aran	Marc	840 NW 110 Avenue,	Coral Springs	FL	33071	954-753-4641
Scott	Kruzshander	8716 Merseyside Ave,	Jacksonville	FL	32219	305-735-8085
Weinerman	Leon	7397 Shell Ridge Terrace,	Lake Worth	FL	33467	561-642-0655
Moore	Natasha	9300 Marine Drive,	Miami	FL	33189	786-879-8153

Carmona	Beatriz	18310 SW 114 Ct,	Miami	FL	33157	786-925-5511
De Joseph	Jordi	1009 NW 106 Avenue Circle,	Miami	FL	33172	954-237-8302
Perez	Diana	1690 NE 191 ST #202	MIAMI	FL	33179	305-974-4401
Baez	Maria	8368 NW 143 Street,	Miami Lakes	FL	33016	786-553-7453
Montalvo	Stephanie	5436 SW 191 Terrace,	Miramar	FL	33029	954-603-1399
Progin	Catherine	9247 Green Pines Terr,	New Port Richey	FL	34655	727-376-7777
DelGrosso	Allison	3315 TIMUCUA CIRCLE	ORLANDO	FL	32837	407-855-4252
Sharak	Amy	12760 NW 65 DR	PARKLAND	FL	33076	954-780-3944
Gonzalez	Jose	842 SW 147 AVE,	Pembroke Pines	FL	33027	954-391-8687
Sutton	Pamela	750 N Ocean Blvd , #1902	Pompano Beach	FL	33062	954-376-2837
Succes	Daphne	906 sw St. Lucie West Blvd, #307	Port Saint Lucie	FL	34986	772-344-2665
Snyder	Steve	PAMELA SNYDER, 1692 BLUE LAKE CIRCLE	PUNTA GORDA	FL	33983	941-979-9706
Wonning	Jeanne	4341 MARCOTT CIRCLE	SARASOTA	FL	34233	941-342-6797
Kitchener	Amelia	426 Quarry Lane,	Sebastian	FL	32958	772-388-4949
Wicker	Denise	231 12TH AVE N,	ST PETERSBURG	FL	33701	727-898-1331
McGovern	Vanessa	6195 Laurel Lane B,	Tamarac	FL	33319	954-718-7239
Tulshi-Desai	Felicia	20156 Oakflower Ave,	Tampa	FL	33647	813-200-7141
Scott	Matthew	220c Park Shores Circle	Vero Beach	FL	32963	845-669-5230
Collins	Daniel	9642 Via Grandezza East,	Wellington	FL	33411	561-383-7245
Moore	Jodi	10130 Northlake Blvd Suite 214-317	West Palm Beach	FL	33412	561-707-2783
Stalbaum	Paul	1727 NE 27 DR	WILTON MANORS	FL	33334	954-566-3377
Greenwald	Darren	13506 Summerport Village Parkway, Suite 711	Windermere	FL	34786	407-217-5986
Thomas	Kimberly	125 Prospect Avenue,	Winter Haven	FL	33880	863-293-1017
Levi	Tony	Cruise Planners - ATT T Levi, 1108 Gator Lane	Winter Springs	FL	32708	407 695-8088
Washington	Tracy	16417 Regatta Lane	Woodbridge	FL	22191	703-590-2290
Mowdy	Susan	PO Box 1012,	Acworth	GA	30157	678-684-7210
Zekam	Stephanie	860 Peachtree Street, Unit 918	Atlanta	GA	30308	404 551 5594
Moir	Paula	5126 Millwood Drive,	Canton	GA	30114	678-880-6941
Davis	Stacy	PO BOX 143002,	Fayetteville	GA	30215	770-778-3630
Diener	Barbara	10965 Chandon Way,	Johns Creek	GA	30097	678-957-9800
Ponico	Dawn	121 Wicker Hill,	Peachtree City	GA	30269	678-489-5399
Beebe	Ginger	19 PURPLE MARTIN LANE	SAVANNAH	GA	31419	912-228-2668
Evans	Shay	11280 Halcyon Loop	Cary	IL	60013	
Sampang	Flora	4320 W. Montrose Ave,	Chicago	IL	60641	773-202-4708
Rhoades	Renae	360 W. AMIE AVE	HINCKLEY	IL	60520	815-286-3010
Lindner	Daniel	2504 High Meadow Rd	Naperville	IL	60564	630-637-9977
Hoekstra	Paul	368 Andover Dr	Oswego	IL	60543	630-701-8170
Schaffnit	Sue	125 SW Jefferson, Unit W23A	Peoria	IL	61602	309-397-8901
Colburn	Stephanie	635 Othello Way	Avon	IN	46123	317-272-1012
Syed	Gori	501 Wabash ave, Ste B	Chesterton	IN	46304	219-227-8146
Beck	Charley	5821 Oak Ridge Drive,	Evansville	IN	47711	812-437-4510
McComb	Kristy	1315 West 5th	Chanute	KS	66720	620-431-2993



Wiley	Natalie	10800 W. 128th Terrace,	Overland Park	KS	66213	913-742-8338
Bish	Sally	8747 NW Hoch Rd.	Silver Lake	KS	66539	970-946-5520
Rayens	Theresa	380 WHIRL-A-WAY DR STE 3	DANVILLE	KY	40422	859-236-5010
Norris	Norwood	3852 Lake Lynn Dr,	Gretna	LA	70056	504-252-9888
LaSalla	Darren	203 Lorelai Circle,	Slidell	LA	70458	985-201-7385
Farias	William	101 Canal Street, Apt 201	Boston	MA	2114	617-391-0919
Brumbaugh	Scott	8305 Sunnybrook Ct	Brandywine	MA	20613	240-206-6500
Palulis	Gregory	11 Robert Toner Blvd. Suite 5313	North Attleboro	MA	2763	774-991-0760
Coldwell	Ken	315 Sassafras Rd,	Baltimore	MD	21221	410-686-0222
Imperial	Lorna	6030 Daybreak Circle,	Clarksville	MD	21029	443-263-0018
Strakal	Kevin	6427 Hil Mar Drive, Apt. 402	Forestville	MD	20747	240-312-3750
Brown	Michelle	4210 Black Rock Rd,	Hampstead	MD	21074	410-239-0907
Monti	Stephen	1611 Mountain Road,	Joppa	MD	21085	443-857-0980
Robinson	Marlene	2860 MERCHANT COURT	WALDORF	MD	20603	240-419-2903
Filkin	Philip	30 Hampton Road,	Grosse Pointe	MI	48236	727-688-5557
Dzuris	Patricia	1755 SKYLINE DRIVE	ROCHESTER HILLS	MI	48306	248-726-7618
Yanaros	Susan (Stewart) (Longbottom)	1878 Yellow Birch Lane,	Traverse City	MI	49696	231-313-2875
Vaudrin	Terri	8007 Washburn Circle S # 4,	Bloomington	MN	55431	952-884-0224
Srsen	Gina	2897 Forest Ridge,	Chaska	MN	55318	952-457-6602
Dupont	Barbara	557 - 84th Lane NW,	Coon Rapids	MN	55433	763-639-3501
McCall	Mary	85528 Diamondhead Drive West,	Diamondhead	MS	39525	228-547-8940
Stewart	Penny	83 Oscar Chappell Road,	Brevard	NC	28712	828-884-3968
Cognetti	Abby	2860 Clover Rd NW	Concord	NC	28027	704-707-4245
Guyton	Ernest	405 David St,	Elizabethtown	NC	28337	910-862-3207
Celec	Maryanne	11036 Seven Coves Drive	Tega Cay	NC	29708	(803) 802-3457
Sinn	Michael	8853 Leighton Ave	Lincoln	NE	68507	954-344-8060
Kam	George	29 SHIELDS LANE	BRIDGEWATER	NJ	8807	908-393-6144
Allison	Marguerite	14 South Main St.,	Cape May Court House	NJ	8210	609-463-5300
Saccaro	Bob	9 LONDONDERRY DRIVE	FLEMINGTON	NJ	8822	908-938-2703
Roether	Robin	49 Dorchester Circle	Marlton	NJ	8053	856-552-0736
Fischer	Robert	909 Main Street, PO Box 131	Stillwater	NJ	7875	973-579-9464
Deitrick	Talette	7475 W.Charleston Blvd , #21	Las Vegas	NV	89117	714-782-7404
Kotick	Leia	31-12 45th Street, Apt 4,	Astoria	NY	11103	718-255-1594
Domovsky	Daniel	1075 Sheephead Bay Rd, Apt # 6K,	Brooklyn	NY	11229	#N/A
Vilardi	Michael	6 Princess Pine Dr.,	Clifton Park	NY	12065	518-831-9416
Stasiowski	Stan	63 Buckingham Drive,	Holbrook	NY	11741	631-737-8099
Lovinger	Robert	5 Liberty Lane	Miller Place	NY	11764	631-938-1295
Reilly	Eugene	205 East 22nd Street #6A	New York	NY	10010	212-686-4828
Munawer	Asim	18 West 30th Street, 2nd Floor	New York	NY	10001	212-481-0106
Polsinelli	Toni	1548 Van Antwerp Road	Schenectady	NY	12309	954-281-8519

O'Hara	James	7 Andrews Rd,	Vestal	NY	13850	239-417-3600
Frost	Donald	55 Laurel Hill Drive,	Westtown	NY	10998	845-726-3232
Ukaj	Arta	40 Saint James Terrace, Apt 3,	Yonkers	NY	10704	914-751-7598
Chike	Diana	395 Buffalo Street,	Conneaut	OH	44030	440.599.7585
Marshall	Leslie	11188 HUNTINGTON WAY	PICKERINGTON	OH	43147	#N/A
Babischkin	Patricia	14352 Bennington Dr,	Strongsville	OH	44136	707-780-1939
Martin	Lee	3609 E 56th St,	Tulsa	OK	74135	918-289-0101
Coffee	Michelle	16910 Hwy 238,	Grants Pass	OR	97527	410-224-0063
Vanzee	Deon	9547 NORTH FAIRHAVEN ST	PORTLAND	OR	97203	503.247.2520
Edelin	Richard	1555 NE 3RD ST STE B-4(451),	PRINEVILLE	OR	97754	541-233-4091
Walker	Arthur	3508 Hulsey Ave SE,	Salem	OR	97302	503-540-7662
Hearn	Ed	1584 5th Street,	Bethlehem	PA	18020	610-419-3072
Weaver	Tory	701 Wood St,	Bethlehem	PA	18018	954-344-8060
Purvis	Brett	435 Channing Drive,	Chambersburg	PA	17201	717-491-1881
Shetye	Supriya	44 Madison Way,	Downingtown	PA	19335	#N/A
Wigoda	Brian	207 Log Cabin Road,	Perkasie	PA	18944	267-629-9120
Paulat	MaryAnne	1441 Sun Mine Rd	Pittsburgh (Tarentum)	PA	15084	724-226-2335
Damuth	Barry	519 West Broadway,	Red Lion	PA	17356	717-246-4691
Abdus-Shakur	Areesah	JIBREEL AL-AMIN, 272 MARGATE ROAD	UPPER DARBY	PA	19082	267-286-2322
Smith	James "Randy"	5 Wiltshire Ct,	Columbia	SC	29229	803 699-2485
Gurtlinger	Francis	14 Raven Falls Lane,	Simpsonville	SC	29681	954-249-7776
Anastasopoulos	Eugenia	3010 Joyce Street	Sumter	SC	29154	912-385-0537
Ferguson	Kimberly	370 South Lowe Avenue, Suite A107	Cookeville	TN	38501	931-284-9998
Parker	Robert	8612 Kingston Pike,	Knoxville	TN	37923	865-670-4004
Raffield	Jessica	1591 Mink St.,	Memphis	TN	38111	901-494-7716
Thomas	Celecia	183 County Rd. 327	Niota	TN	37826	423-568-3358
Davis	Jennifer	12410 SW 2 St.	Plantation	TN	33325	757-634-4297
Guerrero	Carlos	4500 Steiner Ranch Blvd, Suite 1805	Austin	TX	78732	281-744-6936
Ross	Tammy	236 Cross Creek Ct,	Burleson	TX	76028	817-447-8600
Mayes	Teniqua	5029 Lincoln Oaks Dr S, Apt 1401	Ft Worth	TX	76132	817-230-4788
Sawyer	Tim	523 10th Street,	Galveston	TX	77550	409-515-5026
Robinson	Leslie	14434 Hamilton Grove Ln,	Houston	TX	77047	713-893-4553
Tyson	Madelyn	3 Hermann Museum Circle Dr. Apt. 1406	Houston	TX	77004	704-445-7001
Nelsen	Lori	513 N Los Ebanos Rd, Lot 10	Mission	TX	78572	218-343-3512
Pinto	Jonathan	1000 Heritage Center Circle,	Round Rock	TX	78664	512-238-3110
Dressel	Salma	4001 sul ross, apt 304	san angelo	TX	76904	805-413-2333
Garza	Sylvia Carol	3134-A Nasa Parkway, , Suite 149	Seabrook	TX	77586	281-957-5640
Oakeson	Michelle	2296 S 330 E,	Heber City	UT	84032	435-657-9505
Brahms	Helen	14503 Meeting Camp Rd	Centreville	VA	20121	818-528-8300

Teter	Connie	2680 Fairview Road,	Mount Crawford	VA	22841	540-234-8728
Rose	Hilda	1507 SPRING TREE CT, APT G, RICHMOND, VA 23228	RICHMOND	VA	23228	804-912-1336
Fagan	Michael	45370 Gable Square, Old Sterling Gable	Sterling	VA	20164	516-728-2715
Cintron	Donna	117-3 Brookland Terrace,	Winchester	VA	22602	540-665-2895
Beecken	Thomas	5224 192nd St SW,	Lynnwood	WA	98036	425-299-8993
Bissell	Wade	14779 NW Gold Finch Ln,	Seabeck	WA	98380	360-830-0241
Weppler	Ricky	725 Timberline,	Morgantown	WV	26505	304-296-8810

**EXHIBIT “E”**  
**TO THE *CRUISE PLANNERS*® DISCLOSURE DOCUMENT**  
**STATE SPECIFIC RIDERS AND ADDENDA**

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

The following paragraphs are added to the Disclosure Document:

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the offering circular.
2. Neither the franchisor nor any person or franchise broker in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
3. California Business and Professions Code 20000 through 20043 provides rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
4. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).
5. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
7. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
8. The franchise agreement requires application of the laws of Florida. This provision may not be enforceable under California law.
9. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
10. **OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT [www.corp.ca.gov](http://www.corp.ca.gov).**
11. We have executed a surety bond as a condition of our registration to offer and sell franchises in California. If we do not complete all of our material pre-opening obligations to you, you may obtain funds from the bond to compensate you.

**CALIFORNIA SURETY BOND**

BEFORE THE  
DEPARTMENT OF CORPORATIONS  
OF THE  
STATE OF CALIFORNIA

BJY1761754

(Under Section 31113 of the Corporations Code)

KNOW ALL MEN BY THESE PRESENTS:

That we CP Franchising DBA Cruise Planners Inc., as principal, and Hanover Insurance Company, a corporation, created, organized and existing under and by virtue of the laws of the State of Massachusetts as surety, are held and firmly bound unto the State of California for the use thereof, and for the use of any interested person or persons who may have a cause of action against the above-named principal of said bond under the provisions of the Law entitled "Franchise Investment Law," of the State of California, in the aggregate sum of Sixty Thousand Dollars, lawful money of the United States of America, to be paid to the State of California, or to any person or persons, for the use and benefit aforesaid, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that--

WHEREAS, The above-named principal has made application to the Commissioner of Corporations of the State of California for registration of franchises under and pursuant to the Franchise Investment Law, and desires to furnish a bond under the provisions of Section 31113 of the Corporations Code and Section 310.113.5 of Title 10, California Administrative Code in the penal sum above named, conditioned as herein set forth; and

WHEREAS, Section 31113 of the Corporations Code requires that this bond be conditioned upon the discharge by the franchisor of its (his) obligations under the franchise contract to provide real estate, improvements, equipment, inventory, training and other items included in the offering of franchises;

NOW, THEREFORE, If the said principal and any and all agents and employees representing said principal shall faithfully conform to and abide by the provisions of the Law entitled "Franchise Investment Law," and of all rules and regulations made by the Commissioner of Corporations thereunder, and further shall pay to the State, and to such person or persons, any and all amounts which may become due or owing to the State or to such person or persons, from said principal under and by virtue of the provisions of said Law, then this obligation is to be void, otherwise to remain in full force and effect.

This bond is subject to the following provisions:

1. That any person who sustains an injury covered by this bond, may, in addition to any other remedy that he may have, bring an action in his own name upon this bond for the recovery of any damage sustained by him.
2. That the total aggregate liability of the sureties herein for all claims which may arise under this bond shall be limited to the payment of Sixty Thousand Dollars.

31113 (5-74)

3. That the surety or sureties may cancel this bond and be relieved of further liability hereunder by delivering thirty days' written notice to the Commissioner of Corporations of the State of California; however, such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty-day period.

4. That this bond shall remain in force and effect until the surety or sureties are released from liability by said Commissioner, or until the bond is canceled by said surety or sureties.

5. That the effective date of this bond shall be June 16th, 2009.

IN WITNESS WHEREOF, The seal and signature of the said principal is hereto affixed and the corporate seal and the name of said surety is hereto affixed and attested by its duly authorized officers at CP Franchising DBA Cruise, California, this 16th day of June, 2009.

Principal

*Amy M Roth*

Surety





Certified Copy Void Without Hanover Watermark  
This Power of Attorney may not be used to execute any bond with an inception date after March 1, 2011

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint Edward A. Lifson, Mark Rosenkrantz, Amy M. Roth, Harvey Rosenkrantz and/or Michael R. Schechner

of Milburn, NJ and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows: Any such obligations in the United States, not to exceed Five Million and No/100 (\$5,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company, Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 28th day of March, 2008.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Mary Joanne Ryan*  
Mary Joanne Ryan, Vice President  
*Robert K. Brennan*  
Robert K. Brennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 28th day of March 2008, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Starbick*  
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company, Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Stephan E. Brunk*  
Stephan E. Brunk, Assistant Vice President

Certified Copy Void Without Hanover Watermark

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1/6/11



The Hanover Insurance Company | 140 Lincoln Street, Worcester, MA 01653  
Citizens Insurance Company of America | 640 West Grand River Avenue, Howell, MI 48843

Financial Statement

The Hanover Insurance Company, Bedford, New Hampshire  
FINANCIAL STATEMENT AS OF DECEMBER 31, 2006

ASSETS	2006
Cash in Banks (Including Short-Term Investments).....	\$ (9,411,768)
Bonds and Stocks.....	3,147,915,615
Other Admitted Assets.....	888,594,419
Total Admitted Assets.....	<u>4,027,098,266</u>
LIABILITIES, CAPITAL AND SURPLUS	
Reserve for Unearned Premiums.....	\$ 763,835,526
Reserve for Loss and Loss Expense.....	1,617,492,293
Reserve for Taxes.....	0
Funds held under reinsurance treaties.....	9,279,972
Reserve for all other Liabilities.....	173,157,145
Capital Stock - \$1.00 par.....	\$ 5,000,000
Net Surplus.....	<u>1,458,633,330</u>
Policyholders' Surplus.....	<u>1,463,633,330</u>
Total Liabilities, Capital and Surplus.....	<u>4,027,098,266</u>

COMMONWEALTH OF MASSACHUSETTS } s.s.  
COUNTY OF WORCESTER

John R. Larson, Asst. Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2006.

JOHN R. LARSON  
Asst. Treasurer

QB\138180.00002\10083294.16  
3/16/11

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

1. The following is added to Item 17:

The conditions under which you can be terminated and your rights on non-renewal may be affected by Illinois law, 815 ILCS 705/1-44.

The Illinois Franchise Disclosure Act will govern any franchise agreement if: (a) it applies to a franchise located in Illinois; or (b) a franchisee who resides in Illinois.

The franchise agreement will become effective on its acceptances and signing by us in the state of Florida. The Franchise Agreement will be interpreted and construed under the substantive laws of Florida, except to the extent governed by the Illinois Franchise Disclosure Act or the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C., Sections 1051, et seq.). However, any condition of the Franchise Agreement that designates litigation, jurisdiction or venue in a forum outside of Illinois is void as to any cause of action that otherwise is enforceable in Illinois provided the Franchise Agreement may provide for arbitration in a forum outside of Illinois.

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

This Rider is entered into this \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

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

2. **Termination.** The following is added to Section 1.31 of the Agreement:

The conditions under which this franchise can be terminated and the parties’ rights on termination may be affected by Illinois law, 815 ILCS 705/1-44.

3. **Governing Law/Consent to Jurisdiction.** Section 3.2 of the Agreement is amended by adding the following:

All matters coming under the Illinois Franchise Disclosure Law (the “**Illinois Act**”) will be governed by the Illinois Act. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois for all matters coming under the Illinois Act.

4. **Construction.** Add Section 3.12 to the Agreement to read as follows:

No condition, stipulation, or provision contained in the Agreement purporting to waive compliance with any provision of the Illinois Act or any other Illinois law is void.

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

“**US**”  
**CP FRANCHISING, LLC**

“**YOU**”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

Item 5 is amended by adding

A. The following sentence to the section entitled "Initial Franchise Fee": The general release (our standard form of which is attached to this addendum) required to obtain a refund of the initial franchise fee will not apply to any liability under the Maryland Franchise Registration and Disclosure Law ("**Maryland Law**").

B. The following language after the table:

We have executed a surety bond under Section 14-217 of the Maryland Franchise Law as a condition of our registration to offer and sell franchises in Maryland. If we do not complete all of our material pre-opening obligations to you, you may obtain funds from the bond to compensate you.

Item 17 is amended by adding the following language after the table:

You may sue in Maryland for claims arising under the Maryland Law. Any claims arising under the Maryland law must be brought within 3 years after the grant of the franchise.

The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)

**FORM OF RELEASE**

The following is our current general release form that we expect to include in a release that a franchisee and/or transferor may sign as part of a refund of initial franchisee fees, renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

THIS RELEASE is given by \_\_\_\_\_ and their predecessors, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**Franchisee**"), to **CP FRANCHISING, LLC** and all of its predecessors, affiliates, owners, officers, employees, legal representatives and agents, directors, successors and assigns, and their heirs, beneficiaries, executors and administrators (collectively, the "**Franchisor**").

Effective on the date of this Release, the Franchisee forever releases and discharges the Franchisor from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which the Franchisee now has or ever had against the Franchisor, including without limitation, anything arising out of that certain Franchise Agreement dated \_\_\_\_\_ (the "**Franchise Agreement**"), the franchise relationship between the Franchisee and the Franchisor, and any other relationships between the Franchisee and the Franchisor; except the Franchisor's obligations under the \_\_\_\_\_ Agreement dated effective \_\_\_\_\_. This Release is effective for: (a) any and all claims and obligations, including those of which the Franchisee is not now aware; and (b) all claims the Franchisee has from anything which has happened up to now.

The Franchisee is bound by this Release. The Franchisee freely and voluntarily gives this Release to the Franchisor for good and valuable consideration and the Franchisee acknowledges its receipt and sufficiency.

The Franchisee represents and warrants to the Franchisor that the Franchisee has not assigned or transferred to any other person any claim or right the Franchisee had or now has relating to or against the Franchisor.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release is effective \_\_\_\_\_ notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned execute this Release:

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary  
My Commission Expires: \_\_\_\_\_

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

This Rider is entered into this \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

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

2. **Bond.** The following is added to Section 1 of the Franchise Agreement:

We have executed a surety bond under Section 14-217 of the Maryland Franchise Law as a condition of our registration to offer and sell franchises in Maryland. If we do not complete all of our material pre-opening obligations to you, you may obtain funds from the bond to compensate you.

3. **Pay Initial Fee.** The general release required to obtain a refund of the initial franchise fee will not apply to any liability under the Maryland Franchise Registration and Disclosure Law (“**Maryland Law**”).

3. **No Release, Estoppel or Waiver of State Law.** Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Law.

4. **Jurisdiction.** Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

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

ACKNOWLEDGED AND AGREED:

**CP FRANCHISING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_/s/  
by: \_\_\_\_\_  
(name printed), individually

SS# or Fed. Tax ID #: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_/s/  
by: \_\_\_\_\_  
(name printed), individually

SS# or Fed. Tax ID #: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_/s/  
by: \_\_\_\_\_  
(name printed), individually

SS# or Fed. Tax ID #: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Entity Name

Fed. Tax ID #: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO  
CP FRANCHISING, LLC  
FRANCHISE COMPLIANCE CERTIFICATE  
FOR USE IN MARYLAND**

Any acknowledgments or representations of the franchisee under the Franchise Compliance Certificate which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to, nor will they, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

**FRANCHISEE APPLICANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_\_\_\_



COPY OF MARYLAND SURETY BOND

BOND NO. BLY1761742

STATE OF MARYLAND
SECURITIES DIVISION
FRANCHISOR SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

CP Franchising LLC, DBA Cruise Planners
(Name of Franchisor)

a (Description or form of business organization, including State of Incorporation), with business offices at

3300 University Drive Coral Springs, FL 33065
(Address)

as Principal, and The Hanover Insurance Company a corporation duly organized under the laws of the State of
(Name of Surety)

New Hampshire and authorized to do business in the State of Maryland, as Surety, are hereby held
and firmly bound to the State of Maryland, in the sum of
Forty Thousand Dollars (\$40,000.00).
For the payment of this sum, Principal and Surety bind themselves, their representatives, successors and assigns, jointly and severally by these
presents.

WHEREAS, Principal has applied for registration as a franchisor to offer and sell franchises in Maryland, as required under the Maryland
Franchise Registration and Disclosure Law, Title 14, Subtitle 2, Business Regulation Article, Annotated Code of Maryland, (2010 Repl. Vol.) (the
Maryland Franchise Law); and

WHEREAS, Principal executes this surety bond under §14-217 of the Maryland Franchise Law, as a condition of its registration to offer
and sell franchises in Maryland;

NOW, THEREFORE, the Principal agrees as follows:

- 1. Principal shall obey all applicable rules, regulations and statutes of the State of Maryland, now or hereafter existing and all other applicable laws
now or hereafter existing, affecting or relating to the offer or sale of franchises and area franchises.
2. Principal shall in all respects be bound to any and all applicable requirements and provisions required to be in this bond by existing and future
statutes, rules and regulations of the State of Maryland, and laws, the same as though such requirements and provisions were fully set forth in this
bond, and by reference such requirements and provisions are made a part hereof.
3. Principal shall in all respects be bound to perform and fulfill, up to and until the time at which a franchisee's or subfranchisor's business is fully
operational, all undertakings, covenants, terms, conditions and agreements of any contract, or of any modification to a contract duly authorized by
the parties to the contract, that the Principal makes with these franchisees, or subfranchisors.
4. This bond is for the benefit of the State of Maryland and all persons purchasing franchises and area franchises from Principal.
5. This bond shall become effective at 12 01 AM on 05/22/2012
(time of day) (date)

It may be cancelled by Surety and Surety relieved of liability with respect to a franchise agreement entered into by Principal after the effective
date of cancellation. Cancellation is effective 90 days after the Maryland Securities Commissioner and Principal receive written notice from
Surety of cancellation. Notwithstanding any such cancellation, coverage under this bond remains effective with respect to any franchise
agreements entered into by Principal prior to the effective date of cancellation.

The Hanover Insurance Company
(Name of Surety)



CP Franchising LLC, DBA Cruise Planners

(Name of Franchisor)

By: Amy M Roth
(Signature of Attorney in Fact)
Amy Roth, Attorney-in-Fact

By: [Signature]
(Signature of Officer, Partner, or Sole Proprietor)

Approved as to form:

Assistant Attorney General

Date

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY  
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Edward A. Lipson, Marc Rosenkranz, Amy M. Roth, Harvey Rosenkranz and/or Michael R. Schwaiblmair

of Summit, NJ and each in a true and lawful Attorney-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its set and deed any lease within the United States, or, if the following has been filled in, only within the area therein designated any and all bonds, recognitions, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
Any such obligations in the United States, not to exceed Five Million and No/100 (\$5,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolutions passed by the Board of Directors of said Companies which resolutions are still in effect:

\*RESOLVED, That the President or any Vice President, in conjunction with any Vice President, do and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its sets, to execute and acknowledge for and on its behalf any and all bonds, recognitions, contracts of indemnity, contracts of carriage and all other writings obligatory in the nature thereof, with power to which include the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be signed with their respective corporate seals, duly attested by two Vice Presidents, this 16th day of October 2012.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

*Joe Sternbach*  
Joe Sternbach, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 16th day of October 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

**BARBARA A. GAILLET**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires September 21, 2018

*Barbara A. Gaillet*  
Barbara A. Gaillet, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America:

\*RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereof, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16 day of October 2012.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*J. Michael Felt*  
J. Michael Felt, Vice President



The Hanover Insurance Company, Bedford, New Hampshire  
 FINANCIAL STATEMENT AS OF DECEMBER 31, 2006

ASSETS	2006
Cash in Banks (including Short-Term Investments).....	\$ (9,411,768)
Bonds and Stocks.....	3,147,915,615
Other Admitted Assets.....	888,594,419
Total Admitted Assets.....	<u>4,027,098,266</u>
 LIABILITIES, CAPITAL AND SURPLUS	
Reserve for Unearned Premiums.....	\$ 763,535,526
Reserve for Loss and Loss Expense.....	1,617,492,293
Reserve for Taxes.....	0
Funds held under reinsurance treaties.....	9,279,972
Reserve for all other Liabilities.....	173,157,145
Capital Stock - \$1.00 par.....	\$ 5,000,000
Net Surplus.....	<u>1,458,633,330</u>
Policyholders' Surplus.....	<u>1,463,633,330</u>
Total Liabilities, Capital and Surplus.....	<u>4,027,098,266</u>

COMMONWEALTH OF MASSACHUSETTS }  
 COUNTY OF WORCESTER } s.s.:

John R. Larson, Asst. Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2006.

JOHN R. LARSON  
 Asst. Treasurer

**MINNESOTA ADDENDUM TO THE  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

Item 5 is amended by adding the following language:

We have executed a surety bond as a condition of our registration to offer and sell franchises in Minnesota. If we do not complete all of our material pre-opening obligations to you, you may obtain funds from the bond to compensate you.

Item 13, the following is added

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

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

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

Item 17, summary column for (m) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

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

“Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.”

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST

CP FRANCHISING, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FRANCHISEE:

\_\_\_\_\_  
Witness

\_\_\_\_\_

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

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 (“**we,**” “**us**” or “**our**”) and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

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

2. **Termination.** Section 1.31 of the Agreement is amended to add the following:

With respect to franchises governed by Minnesota Law, we will comply with Minn. Stat. Sec.80C. 14, subds. 3, 4, and 5, which require (except in certain specified cases) that 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; and that consent to the transfer of the franchise will not be unreasonably withheld..

3. **Jurisdiction.** The following is added to Section 3.2:

Minn. Stat. Sec.80C.21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

4. **Notification of Infringement and Claims.** The following is added at the end of Section 1.7:

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

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

**“US”**  
**CP FRANCHISING, LLC**

**“YOU”**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**LICENSE OR PERMIT BOND**

Bond No: BLY1761752

**KNOW ALL MEN BY THESE PRESENTS**, That we,

CP Franchising LLC, DBA Cruise Planners LLC, Incorporated.  
of 3300 University Drive Coral Springs, FL 33065, as Principal,  
and The Hanover Insurance Company a New Hampshire corporation, as Surety,  
are held and firmly bound unto  
State of Minnesota, Dept. of Commerce  
as obligee, in the penal sum of  
Ten Thousand Dollars (\$10,000.00),  
good and lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,  
and our heirs, executors, administrators, jointly and severally, firmly by these presents.

WHEREAS the said Principal has applied to said

State of Minnesota, Dept. of Commerce  
for a license or permit for Seller of Travel License

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully observe and honestly comply with the provisions of all Laws or Ordinances of said

State of Minnesota, Dept. of Commerce  
regulating the business for which license or permit is issued, and shall save and keep harmless the  
State of Minnesota, Dept. of Commerce from  
all liability to any person by reason or damage to any person or property as a result of the operations performed under such  
license, then this Obligation shall be void, otherwise to be and remain in full force and virtue.

THIS BOND IS EFFECTIVE the 24th day of April, 2012

LIABILITY UNDER THIS BOND SHALL terminate as of the 24th day of April, 2013 as to any acts subsequent thereto, unless said bond is continued in force from year to year by the issuance of a continuation certificate issued by the Surety. The aggregate liability of the Surety shall in no event exceed the amount of this bond regardless of the number of claims against the bond or the number of years the bond remains in force.

PROVIDED, THE LIABILITY OF THE SURETY may be terminated at any time by filing with the

State of Minnesota, Dept. of Commerce  
thirty (30) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already incurred under this bond, or which shall accrue hereunder before the expiration of the ten day period.

Signed, sealed and dated the 27th day of March, 2012

CP Franchising LLC, DBA Cruise Planners LLC, Incorporated.

By: [Signature] Principal

The Hanover Insurance Company

By: [Signature]  
Amy Roth, Attorney-in-Fact



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*POWERS OF ATTORNEY  
CERTIFIED COPY*

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Amy Roth

of Summit, NJ

and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

License or Permit Bond

In the amount of \$10,000.00

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company, Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 21st day of November 2011.



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*Robert Thomas*  
Robert Thomas, Vice President

*Joe Breinstrom*  
Joe Breinstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 21st day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the Individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 27th day of March 2012 .

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*John Margosian*  
John Margosian, Vice President





The Hanover Insurance Group is a Life Underwriter, Member of the  
 Standard & Poor's 500 and a member of the S&P 400.

Financial Statements

The Hanover Insurance Company, Bedford, New Hampshire  
 FINANCIAL STATEMENT AS OF DECEMBER 31, 2006

ASSETS	2006
Cash in Banks (including Short-Term Investments) .....	\$ 8,411,700
Bonds and Stocks .....	3,147,915,019
Other Admitted Assets .....	838,894,419
<b>Total Admitted Assets .....</b>	<b>4,077,521,138</b>
LIABILITIES, CAPITAL AND SURPLUS	
Reserve for Unearned Premiums .....	\$ 763,573,326
Reserve for Loss and Loss Expenses .....	1,877,492,293
Reserve for Taxes .....	0
Funds Held under reinsurance treaties .....	5,279,871
Reserve for all other liabilities .....	173,150,443
Capital Stock - \$1.00 per share .....	\$ 5,000,000
Net Surplus .....	1,438,633,310
Policyholders' Surplus .....	1,443,633,310
<b>Total Liabilities, Capital and Surplus .....</b>	<b>4,077,521,138</b>

COMMONWEALTH OF MASSACHUSETTS  
 COUNTY OF WORCESTER

John R. Larson, Asst. Treasurer of The Hanover Insurance Company, being duly sworn, deposes and says that he is the  
 above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition  
 and affairs of the said Company on December 31, 2006.

JOHN R. LARSON  
 Asst. Treasurer

**NORTH DAKOTA ADDENDUM TO THE  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

1. The Summary column of Item 17 paragraph (c) of this Disclosure Document is modified to read as follows:

“Give us at least 90-days notice of your intention to renew, sign our current form of franchise agreement and ancillary agreements, or sign a release (except for matters coming under the North Dakota Franchise Investment Law (the “**ND Law**”).”

2. The Summary column of Item 17 paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

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

3. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

“except that matters coming under the ND Law will be submitted to arbitration in a mutually agreeable location.”

4. The Summary column of Item 17 (v) of this Disclosure Document is amended to read as follows:

Except for matters coming under the ND Law, litigation must be in Broward County, Florida.

5. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

Except for matters coming under the ND Law, the law of Florida (subject to state law).

6. The Franchisee is not required to waive jury trial for any matters coming under ND Law.

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

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

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

2. **Covenants Not to Compete.** Covenants not to compete, such as those mentioned in 1.13, are generally unenforceable in the State of North Dakota.

3. **Governing Law.** All matters coming under ND Law will be governed by North Dakota law and brought in courts of competent jurisdiction in North Dakota.

4. **Agreements/Releases.** You will not be required to sign a General Release for any matter which may arise under ND Law.

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

**“US”  
CP FRANCHISING, LLC**

**“YOU”**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**RHODE ISLAND ADDENDUM TO THE  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

The following sentence is added to Item 17 (v) and (w): A provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

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

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

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

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

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

**“US”**  
**CP FRANCHISING, LLC**

**“YOU”**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**SOUTH DAKOTA ADDENDUM TO THE  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

South Dakota no longer requires a state specific addendum.

**WASHINGTON ADDENDUM TO THE  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the “**Act**”), Chapter 19.100 RCW prevails.

Section RCW 19.100.180 of the Act, may supersede the Franchise Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in you relationship with us including the area of termination and renewal of your franchise.

A release or waiver of rights signed by you will not include rights under the Act except when signed pursuant to a negotiated settlement after the agreement(s) are 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

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

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3300 University Drive, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

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

2. **Washington Franchise Investment Protection Act.** In the event of a conflict of laws, the provisions of the Washington franchise Investment Protection Act (the “**Act**”), Chapter 19.100 RCW, prevail.

3. **Relationship.** Section RCW 19.100.180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us including the area of termination and renewal of your franchise.

4. **Waiver of Rights.** A release or waiver of rights signed by you will not include rights under the Act except when signed pursuant to a negotiated settlement after the agreement(s) are 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. **Transfer Fees.** Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

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

“**US**”  
**CP FRANCHISING, LLC**

“**YOU**”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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



**EXHIBIT "F"**  
**TO THE *CRUISE PLANNERS*® DISCLOSURE DOCUMENT**  
**AGENTS FOR**  
**SERVICE OF PROCESS**

**AGENTS FOR SERVICE OF PROCESS  
(STATE AGENCIES)**

Our registered agent in the State of Delaware is:

National Registered Agents, Inc.  
9 East Lookerman Street  
Suite 1B  
Dover, Delaware 19901

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	Department of Corporations <i>Los Angeles</i> 320 West 4 <sup>th</sup> Street Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 <i>Sacramento</i> 1515 K Street Suite 200 Sacramento, CA 95814-4052 (916) 445-7205 <i>San Diego</i> 1350 Front Street, Room 2034 San Diego, CA 92101-3697 (619) 525-4233 <i>San Francisco</i> One Sansome Street Suite 600 San Francisco, CA 94104 (415) 972-8559	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, Hawaii 96810 (808) 586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909
Minnesota	Minnesota Department of Commerce Market Assurance Division 85 7 <sup>th</sup> Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 296-6328	
New York	New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8211	Secretary of State The Division of Corporations 41 State Street Albany, NY 12231
North Dakota	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Securities 445 East Capitol Avenue Pierre, SD 57501-3185 (605) 773-4823	

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501
Wisconsin	Division of Securities Department of Financial Institutions 345 W. Washington Ave., 4 <sup>th</sup> Floor Madison, Wisconsin 53703 (608) 266-2801	Administrator, Division of Securities Department of Financial Institutions 345 W. Washington Ave., 4 <sup>th</sup> Floor Madison, Wisconsin 53703

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

**EXHIBIT “G”**  
**TO THE *CRUISE PLANNERS*® DISCLOSURE DOCUMENT**  
**RECEIPTS**

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan, Oregon and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

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

The franchisor is CP Franchising, LLC, located at 3300 University Drive, Coral Springs, Florida 33065. Its telephone number is (954) 344-8060.

We authorize the respective state agencies identified on Exhibit "F" to receive service of process for us if we are registered in the particular state.

Issuance Date: March 21, 2012, as amended January 2, 2013

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

Name	Principal Business Address	Telephone Number
Donald Luria	3300 University Drive Coral Springs, Florida 33065	(954) 344-8060
Laura Martin	3300 University Drive Coral Springs, Florida 33065	(954) 344-8060
Daniel J. Chiafair	3300 University Drive Coral Springs, Florida 33065	(954) 344-8060
Diane Dory-Chiafair	3300 University Drive Coral Springs, Florida 33065	(954) 344-8060
Dan Hicks	3300 University Drive Coral Springs, Florida 33065	(954) 344-8060

I received a disclosure document dated March 21, 2012, as amended January 2, 2013 (the state effective dates are listed on the pages preceding the table of contents). The disclosure document included the following Exhibits:

- A Franchise Agreement and Schedules
- B Financial Statements
- C List of Franchisees
- D List of Franchisees Who Have Left The System
- E State Specific Riders and Addenda
- F Agents for Service of Process
- G Receipts

Date \_\_\_\_\_

Prospective  
Franchisee \_\_\_\_\_  
(Signature)

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

**RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan, Oregon and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

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

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- F Agents for Service of Process
- G Receipts

Date \_\_\_\_\_ Prospective Franchisee \_\_\_\_\_  
*(Signature)*

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

*Sign and return this copy to:*  
CP Franchising, LLC  
3300 University Drive  
Coral Springs, Florida 33065  
(954) 344-8060