

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
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 \$21,990. 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.

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 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 17, 2014

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, Florida, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Utah, Virginia, Washington and Wisconsin.

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

STATE	EFFECTIVE DATE
California	
Florida	August 24, 2013
Hawaii	
Illinois	March 24, 2014
Indiana	
Maryland	See Maryland FDD
Michigan	
Minnesota	March 26, 2014
New York	
North Dakota	March 25, 2014
Rhode Island	March 24, 2014
South Dakota	March 25, 2014
Utah	March 25, 2014
Virginia	
Washington	
Wisconsin	March 24, 2014

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, 7th Floor
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

CRUISE PLANNERS®
FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2. BUSINESS EXPERIENCE.....	2
ITEM 3. LITIGATION	4
ITEM 4. BANKRUPTCY	4
ITEM 5. INITIAL FEES	4
ITEM 6. OTHER FEES	6
ITEM 7. ESTIMATED INITIAL INVESTMENT	9
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	11
ITEM 9. FRANCHISEE’S OBLIGATIONS.....	13
ITEM 10. FINANCING.....	14
ITEM 11. FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.....	15
ITEM 12. TERRITORY	20
ITEM 13. TRADEMARKS	21
ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	21
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	22
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	23
ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	24
ITEM 18. PUBLIC FIGURES	26
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS.....	26
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION	27
ITEM 21. FINANCIAL STATEMENTS	40
ITEM 22. CONTRACTS	40
ITEM 23. RECEIPTS	40

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

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.” We own and operate one business of the type being franchised located in Coral Springs, Florida which we acquired from our predecessor in July 2005, as described in our corporate history below. We began offering franchises in July 2005. We have never offered franchises in this or any other line of business, and we do not engage in any other business activity.

Our parent company, Cruise Planners Holdings, Inc. was formed on March 13, 2013 as a merger of our two other companies, as described below. Cruise Planners Holdings, Inc. is headquartered at 3300 University Drive, Coral Springs, Florida 33065. Cruise Planners Holdings, Inc. does not offer franchises in this or any other line of business and will not guaranty our performance under the Franchise Agreement. Cruise Planners Holdings, Inc. does not own or operate any businesses of the type being franchised. We have no affiliates.

Corporate History

The franchising of Cruise Planners businesses started with Cruise Planners, Inc., a Florida corporation headquartered at our address (“CP, Inc.”). CP, Inc. offered **CRUISE PLANNERS®** businesses as home-based travel agencies from December 1994 until December 1998. Between December 1994 and July 2005, CP, Inc. also owned and operated a business of the type being franchised.

In December 1998, a new entity was formed called CP Franchising, Inc. (“CP Franchising”), a Florida corporation also headquartered at our address. At this time, all **CRUISE PLANNERS®** businesses sold by CP, Inc. were transferred to and acquired by CP Franchising, and CP, Inc. kept the **CRUISE PLANNERS®** business that it had been operating. CP Franchising offered Cruise Planners franchises between January 1999 and July 2005. CP, Inc. and CP Franchising were both owned by individuals and did not have a parent company.

In July 2005, we were formed as a limited liability company in Delaware. We originally had two corporate parents, PBC Franchising Blocking, LLC and PBC Franchising Holdings, LLC, both of which are Delaware limited liability companies and are located at 505 South Flagler Drive, Suite 1400, West Palm Beach, Florida 33401.

In July 2005, we acquired substantially all of the assets of both CP, Inc. and CP Franchising (including the **CRUISE PLANNERS®** business operated by CP, Inc.) in exchange for issuing membership interests in us to CP, Inc. and CP Franchising. In August 2005, CP, Inc. changed its name to MLM Planners, Inc. (“MLM Planners”) and CP Franchising changed its name to MLM Franchising, Inc. (“MLM Franchising”). At the conclusion of this transaction, we had four parent companies – PBC Franchising Blocking, LLC, PBC Franchising Holdings, LLC, MLM Planners and MLM Franchising.

In December 2012, three of our principals, individually, purchased all of the issued and outstanding shares of both MLM Planners and MLM Franchising. These two entities then purchased all of the ownership interests in us that were then held by PBC Franchising Blocking, LLC and PBC Franchising Holdings, LLC. By these transactions, MLM Franchising and MLM Planners became our two corporate parents.

On March 12, 2013 MLM Planners and MLM Franchising merged together and the surviving corporation's name was changed to Cruise Planners Holdings, Inc. Cruise Planners Holdings, Inc. is now our sole parent company.

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 although there may be some restrictions as to how and where you may market your business if an existing franchisee is already using those marketing venues. We manage the **CRUISE PLANNERS®** network of franchisees. We operate one **CRUISE PLANNERS®** outlet primarily as a way to test new technology. We do not engage in any other business activity, except as stated above.

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 franchises 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 "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 and has held this title with our parent since its inception in March 2013. Ms. Fee was President and CEO of MLM Planners from January 2013 until March 2013, Vice President and Director from November 1994 to January 2013, and was Chief Operating Officer from January 2002 to January 2013. She was MLM Franchising's President and CEO from January 2013 until March 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 and holds the same title with our parent company since its inception in March 2013. From January 2013 thru March 2013, Mr. Kruszewski was also Chief Financial Officer and Treasurer for both MLM Partners and MLM Franchising.

Chief Operating Officer: Vicky Garcia

Vicky Garcia has been with us since our inception in July 2005. From July 2005 until June 2007, Ms. Garcia served as Director of the Group Department. From June 2007 until January 2013, she has held the title of Senior Vice President of Sales and Marketing. As of January 2013 she has been our Chief Operating Officer and as of March 2013, she has been the Chief Operating Officer for our parent company. From January 2013 to March 2013, Ms. Garcia held the title of President and Secretary for our predecessors MLM Planners 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 that, Mr. Shultz was 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 us, Diana worked for Costa Cruises located in Hollywood, Florida, a European cruise brand within the Carnival Corp. organization from 2000 until 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.

Director, Franchise Development: Dan Hicks

Dan Hicks joined us as our Director, Franchise Development in June 2010. From 2008 to May 2010 Mr. Hicks was Executive Vice President of Franchise Sales for Diversified Health & Fitness serving out of Fort Lauderdale, Florida.

Franchise Development Specialist: Donald Luria

Donald Luria has been one of our Franchise Development Specialists since September 2008. Prior to that he was our Director of Franchise Sales from July 2007 until September 2008.

Franchise Development Specialist: Laura Martin

Laura Martin has been one of our Franchise Development Specialists since July 2008.

Franchise Development Specialist: Diane Dory-Chiafair

Diane Dory-Chiafair is one of our Franchise Development Specialists, a position she has held since August 2007. .

Franchise Development Specialist: Daniel J. Chiafair

Daniel J. Chiafair has been one of our Franchise Development Specialists since July 2005. From July 1999 until July 2005, Mr. Chiafair was a Regional Director of Franchise Sales with our predecessor, MLM Franchising.

**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**

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 initially 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.

Initial Franchise Fee	Category	Definition of Category
\$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. Major Experienced Travel Agents must have their own preexisting client list to use in their CRUISE PLANNERS® business.

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 2013, 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 \$165 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, including any co-owner of the franchise. 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 access 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 access 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. We will provide hotel accommodations for all Inexperienced or Minor Experienced Travel Agents attending initial training.

If you are a Major Experienced Travel Agent, we charge for your initial training (currently \$495 per person). This does not include hotel accommodations. It is nonrefundable.

We also charge for the initial training of your associates (currently \$495 per person). This does not include hotel accommodations. These training fees are nonrefundable.

Referral Bonus

We pay a referral cash bonus 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

(1) Type of Fee ¹	(2) Amount	(3) Due Date	(4) Remarks
Royalty ²	1% - 3% of Gross Commissionable Revenues ³ depending on the commissionable rates paid by the travel supplier ⁴	1st and 15th day of each month. ³ We net the royalty fee and other amounts due us from the commissions we receive from Travel Suppliers and remit you the balance. ³	We net the royalty from your Gross Commissionable Revenues and send you the balance. ³ Incentive programs are sometimes available for achieving certain volume levels. ⁴
Annual Maintenance Fee ⁵	\$0 to \$2,000 per year ⁴ – amount varies depending on your initial franchise fee, your Gross Commissionable Revenues ² 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
Annual E&O Insurance Premium ⁶	Currently \$165 per person for you, any co-owner and your associates	On the anniversary of your franchise	The first year E&O Insurance premium in the amount of \$165 is part of your initial franchise fee, but is separate after that.
Technology Services Fee	Currently \$59 per month	Payable monthly	
Franchise Transfer Fee ⁷	\$9,995 maximum	Payable when the transfer takes place	

(1) Type of Fee ¹	(2) Amount	(3) Due Date	(4) Remarks
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	
Relocation/Ownership fee	Currently \$195	When we approve your relocation or change in owner's legal entity	
Associate Training Fees	Currently \$495 ⁸	Prior to training	
Additional Training Fee	Currently \$295 to \$495 ⁹	Prior to seminar date	
Indemnification	Will vary under circumstances ¹⁰	As incurred	
Costs and Attorneys' Fees	Will vary under circumstances ¹¹	As incurred	
Access Fee	Currently \$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.
Domain Name Change Fee	Currently \$75, plus \$20 per year, if your domain name is re-directed.	As incurred; yearly payments will be made for so long as we re-direct the domain name.	

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 1% 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*	\$500	No Charge	No Charge
Second and Renewing and Subsequent FISCAL Years	\$1,000	\$500	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. \$295 is the fee for franchisees who elect to re-take the training and does not include lodging. \$495 is the cost per person for the seminar for a converting Experienced Travel Agent and any owners or associates attending the training. 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

Type of Expenditure	Amount (Low - High)	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ¹	\$495 - \$9,995	Lump sum	When you sign the Franchise Agreement	Us
Application and Processing Fee for Financing ²	\$0 - \$200	Lump Sum	When you apply for financing	Us
Rent – 3 Months ³	\$0 - \$3,000	As agreed	As agreed	Landlord
Office Equipment, Furniture and Fixtures ⁴	\$500 - \$2,500	As agreed	As agreed	Third Parties
Start-Up Marketing	\$500 - \$1,500	As agreed	Prior to opening	Third Parties
Professional Fees ⁵	\$100 - \$500	As agreed	As agreed	Third Parties
Initial Training Fee ⁶	\$0 to \$495	Lump sum	When you attend the initial training	Us
Initial Training Expenses ⁷	\$0 - \$150	As incurred	As incurred	Third Parties
Licenses And/Permits ⁸	\$150 - \$650	Lump sum on application	Prior to opening	Third Parties
Miscellaneous Opening Costs ⁹	\$100 - \$500	Lump sum	As incurred	Third Parties
Additional Funds – 3 Months ^{10, 11, 12,}	\$250 - \$2,500	Terms vary	As incurred	Third Parties
TOTAL^{13, 14}	\$2,095- \$21,990			

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 \$165 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 \$165 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 access 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 \$495 for your initial training. We also charge \$495 for the initial training of your associates. Training fees do not include hotel accommodations.

7. Estimate includes costs for incidentals (phone calls, some meals, 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 after training is completed 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. 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 or accountant to determine the permits and licenses you need and to determine the best legal entity to set up for your business.

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 19 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 2013, no equipment or miscellaneous and sundry supplies were purchased from us or our affiliates. During the 2013 fiscal year, approximately \$278,000 was received for annual E&O Insurance from our franchisees and is included in our total revenues of \$32,590,156 as reflected on our financial statement or 0.85% 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, 2013, 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 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 have access to 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.

	Obligation	Section in Agreement	Disclosure Document Item
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
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

Obligation		Section in Agreement	Disclosure Document Item
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 ¹ Down Payment: \$5,000	12 months	Prime Rate ² plus 6%	\$437.40 ³	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 collecting the debt	Waive notice, right to jury trial, loss of many defenses

¹ 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.

² "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.

³ This monthly amount is based on a Prime Rate equal to 3.25% per year (which was the Prime Rate on March 3, 2014) 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 \$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 an Inexperienced Travel Agent. 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 a Minor Experienced Travel Agent. We will also pay you a referral bonus (currently .05% of the referred party's commissionable sales for the first 12 months of the party's franchise agreement) 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 who is a Major Experienced Travel Agent. In any of these cases, 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. (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 only 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 7 / Mac OS (or more recent)
- Microsoft Office / Office for Mac
- Adobe Acrobat Reader
- Adobe Flash Player
- 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 access fee to offset a portion of our investment in technology. This fee is currently \$60 per person per year. We will waive this access 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 access 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 no later than the day following the end of the 2nd training session offered by us following the date 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

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
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
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

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
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
Total	42	0	

The persons conducting our training are as follows:

Name	Position with Us	Experience		Subject being Taught
		In Field	With Us	
Ali Colombo	Manager of Business Development	27	8	Marketing, Advertising and Business Development
Ashley Ewart	Business Development Specialist	5	2	Marketing, Advertising and Business Development
Brian Shultz	VP of IT	14	5	Hands-on Booking and Reservation Systems (IT) Exercises
Cathy Kusuma	Director of Training and Program Development	16	4	Introduction to Industry, Sales Techniques and Prequalifying and Product Training and Ship Inspections
Christine Quinn	Business Development Specialist	26	3	Marketing, Advertising and Business Development
Debbi Dunn	Training Specialist	38	4	Product Training and Ship Inspections
Diana Riel	Director of Business Development	31	3	Marketing, Advertising and Business Development
Gary Spadaccini	Business Development Sales Manager	24	4	Marketing, Advertising and Business Development
Justin Roland	Business Development Specialist	9	1	Qualifying and Booking
Kathy Bardaji	Business Development Specialist	42	4	Marketing, Advertising and Business Development
Laura Blanco	Director of Sales	13	4	Sales Techniques and Prequalifying
Michelle Fee	CEO	33	20	Sales Techniques and Prequalifying, Marketing, Advertising and Business Development
Phill Guerra	Senior Project Manager	11	3	Hands-on Booking and Reservation Systems (IT) Exercises
Teresa LeClair	Online Contract Manager	19	7	Social Media
Tom Kruszewski	CFO	33	6	Accounting, Operations, Policies and Procedures
Vicky Garcia	Senior VP - Sales & Marketing	17	10	Sales Techniques and Prequalifying and Groups

Travel Supplier Representatives

Name	Company	Position	Experience in Field	Subject being Taught
Kristen Steele	Globus Family of Brands	Business Development Manager	18	Product Training
Cella Baker	CLIA	Trainer	30	Product Training
Lily Mendoza	Disney Destinations, LLC	District Sales Manager	27	Product Training
Heather Hendrix	American Express Vacations	Business Development Manager	18	Product Training
Manny Celdran	Celebrity Cruises	Sales Associate	16	Product Training
Daniel Rudner	Norwegian Cruise Line	Program Specialist	8	Product Training and Ship Inspections
Theresa Scalzitti	Royal Caribbean International	National Accounts Manager	19	Product Training and Ship Inspections
Cindy Christen	Uniworld River Cruise	Sales Manager	32	Product Training
Eric Molina	Viking River Cruises	Director, Business Development	17	Product Training
Marc Campagnone	Carnival Cruise Lines	Account Executive, Strategic Partnerships	15	Product Training and Ship Inspections
Gail Freedman	Princess Cruises/Cunard Line	District Sales Manager	44	Product Training and Ship Inspections
Ashley Vaughn	Brendan Vacations	District Sales Manager	10	Product Training
Elayne Raksnys	Insight Vacations	Associate Director of Sales	20	Product Training
Jim Smith	Special Needs At Sea	Consultant	43	Product Training
Jermaine Brown	Sandals	Business Development Manager	10	Product Training
Eric Hayes	Sproutloud	Manager – Customer Support	15	Product Training

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 no later than the day following the end of the 2nd training session offered by us after you sign the Franchise Agreement. You will be ready once you have completed training.

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 after training is completed 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. We may restrict you from marketing and promoting in certain venues that other franchisees actively market.

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 \$25,000 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.

If you reside in an area where we have other franchisees who are actively promoting and marketing and who have had annual Gross Commissionable Revenues greater than \$200,000 for more than 2 years, or we determine in our sole discretion that they will likely have annual Gross Commissionable Revenues greater than \$200,000, we may restrict you from marketing and promoting in certain venues that other franchisees actively market. Actively promoting and marketing means that the franchisee is engaging in monthly advertising and marketing activities.

We do not 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 an additional franchised **CRUISE PLANNERS®** Business 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 only 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 must not use our trademarks or trade names for any other internet, website or social media purpose at all. No changes with respect to the reproduction of our trademarks, service marks and trade names are permitted. You shall not use our trademarks or trade names or any variation of them alongside or next to any other marks or trade names. 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.

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.

	Provision	Section in Franchise Agreement	Summary
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

	Provision	Section in Franchise Agreement	Summary
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 \$25,000 by the end of the 3 rd 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 .
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 CRUISE PLANNERS® Business.
s.	Modification of the Agreement	1.2	Must be in writing signed by you and us

	Provision	Section in Franchise Agreement	Summary
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, 2011, 2012 and 2013**

Col. 1 Outlet Type	Col. 2 Year	Col. 3 Outlets at the Start of the Year	Col. 4 Outlets at the End of the Year	Col. 5 Net Change
Franchised	2011	880	1,014	+134
	2012	1,014	1,197	+183
	2013	1,197	1,498	+301
Company-Owned	2011	1	1	0
	2012	1	1	0
	2013	1	1	0
Total Outlets	2011	881	1,015	+134
	2012	1,015	1,198	+183
	2013	1,198	1,499	+301

**Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
Years Ending December 31, 2011, 2012 and 2013**

Col. 1 State	Col. 2 Year	Col. 3 Number of Transfers
Alabama	2011	0
	2012	0
	2013	0
Alaska	2011	0
	2012	0
	2013	0
Arizona	2011	0
	2012	0
	2013	0
Arkansas	2011	0
	2012	0
	2013	0
California	2011	0
	2012	0
	2013	0

Col. 1 State	Col. 2 Year	Col. 3 Number of Transfers
Colorado	2011	0
	2012	0
	2013	0
Connecticut	2011	0
	2012	0
	2013	0
Delaware	2011	0
	2012	0
	2013	0
District of Columbia	2011	0
	2012	0
	2013	0
Florida	2011	0
	2012	0
	2013	0
Georgia	2011	0
	2012	0
	2013	0
Hawaii	2011	0
	2012	0
	2013	0
Idaho	2011	0
	2012	0
	2013	0
Illinois	2011	0
	2012	0
	2013	0
Indiana	2011	0
	2012	0
	2013	0
Iowa	2011	0
	2012	0
	2013	0

Col. 1 State	Col. 2 Year	Col. 3 Number of Transfers
Kansas	2011	0
	2012	0
	2013	0
Kentucky	2011	0
	2012	0
	2013	0
Louisiana	2011	0
	2012	0
	2013	0
Maine	2011	0
	2012	0
	2013	0
Maryland	2011	0
	2012	0
	2013	0
Massachusetts	2011	0
	2012	0
	2013	0
Michigan	2011	0
	2012	0
	2013	0
Minnesota	2011	0
	2012	0
	2013	0
Mississippi	2011	0
	2012	0
	2013	0
Missouri	2011	0
	2012	0
	2013	0
Montana	2011	0
	2012	0
	2013	0

Col. 1 State	Col. 2 Year	Col. 3 Number of Transfers
Nebraska	2011	0
	2012	0
	2013	0
Nevada	2011	0
	2012	0
	2013	0
New Hampshire	2011	0
	2012	0
	2013	0
New Jersey	2011	0
	2012	0
	2013	0
New Mexico	2011	0
	2012	0
	2013	0
New York	2011	0
	2012	0
	2013	0
North Carolina	2011	0
	2012	0
	2013	0
North Dakota	2011	0
	2012	0
	2013	0
Ohio	2011	0
	2012	0
	2013	0
Oklahoma	2011	0
	2012	0
	2013	0
Oregon	2011	0
	2012	0
	2013	0

Col. 1 State	Col. 2 Year	Col. 3 Number of Transfers
Pennsylvania	2011	0
	2012	0
	2013	0
Rhode Island	2011	0
	2012	0
	2013	0
South Carolina	2011	0
	2012	0
	2013	0
South Dakota	2011	0
	2012	0
	2013	0
Tennessee	2011	0
	2012	0
	2013	0
Texas	2011	0
	2012	0
	2013	0
Utah	2011	0
	2012	0
	2013	0
Vermont	2011	0
	2012	0
	2013	0
Virginia	2011	0
	2012	0
	2013	0
Washington	2011	0
	2012	0
	2013	0
West Virginia	2011	0
	2012	0
	2013	0

Col. 1 State	Col. 2 Year	Col. 3 Number of Transfers
Wisconsin	2011	0
	2012	0
	2013	0
Wyoming	2011	0
	2012	0
	2013	0
Total	2011	0
	2012	0
	2013	0

**Table No. 3
Status of Franchised Outlets
Years Ending December 31, 2011, 2012 and 2013**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termina- tions	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2011	6	1	2	0	0	0	5
	2012	5	2	0	1	0	0	6
	2013	6	6	0	0	0	0	12
Alaska	2011	1	0	0	0	0	0	1
	2012	1	0	0	1	0	0	0
	2013	0	0	0	0	0	0	0
Arizona	2011	20	6	1	1	0	1	23
	2012	23	4	4	1	0	0	22
	2013	22	13	0	3	0	2	30
Arkansas	2011	6	0	0	2	0	0	4
	2012	4	3	0	0	0	0	7
	2013	7	1	0	0	0	0	8
California	2011	59	26	4	8	0	2	71
	2012	71	40	6	3	0	0	102
	2013	102	39	4	7	0	0	130

Colorado	2011	27	3	2	4	0	0	24
	2012	24	6	1	5	0	0	24
	2013	24	20	1	3	0	0	40
Connecticut	2011	9	1	0	3	0	0	7
	2012	7	4	0	0	0	0	11
	2013	11	4	1	0	0	0	14
Delaware	2011	4	0	0	0	0	0	4
	2012	4	1	0	0	0	0	5
	2013	5	2	0	0	0	0	7
District of Columbia	2011	0	1	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Florida	2011	224	61	13	18	0	3	251
	2012	251	86	16	21	0	4	296
	2013	296	102	16	10	0	4	368
Georgia	2011	35	13	4	3	0	0	41
	2012	41	19	6	0	0	0	54
	2013	54	17	2	3	0	3	63
Hawaii	2011	0	0	0	0	0	0	0
	2012	0	2	0	0	0	0	2
	2013	2	1	0	0	0	0	3
Idaho	2011	1	1	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	1	0	0	0	0	3
Illinois	2011	19	9	0	4	0	2	22
	2012	22	9	2	0	0	0	29
	2013	29	9	1	3	0	1	33
Indiana	2011	14	4	0	2	0	1	15
	2012	15	6	0	1	0	1	19
	2013	19	8	1	1	0	1	24

Iowa	2011	0	2	0	0	0	0	2
	2012	2	3	1	0	0	0	4
	2013	4	1	1	0	0	0	4
Kansas	2011	8	2	0	1	0	2	7
	2012	7	2	0	0	0	1	8
	2013	8	4	0	0	0	0	12
Kentucky	2011	4	3	0	0	0	1	6
	2012	6	3	0	0	0	0	9
	2013	9	0	1	0	0	0	8
Louisiana	2011	7	4	0	2	0	0	9
	2012	9	5	1	1	0	1	11
	2013	11	1	0	1	0	0	11
Maine	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	1	2
	2013	2	2	0	1	0	0	3
Maryland	2011	19	1	1	5	0	0	14
	2012	14	10	1	1	0	0	22
	2013	22	4	0	1	0	1	24
Massachusetts	2011	15	8	0	1	0	2	20
	2012	20	5	0	2	0	0	23
	2013	23	5	0	1	0	0	27
Michigan	2011	16	7	0	3	0	0	20
	2012	20	2	3	2	0	1	16
	2013	16	9	3	1	0	0	21
Minnesota	2011	6	3	0	3	0	0	6
	2012	6	3	0	0	0	0	9
	2013	9	8	3	0	0	0	14
Mississippi	2011	3	0	0	1	0	0	2
	2012	2	0	0	1	0	0	1
	2013	1	3	0	0	0	1	3

Missouri	2011	10	4	0	0	0	0	14
	2012	14	3	0	2	0	0	15
	2013	15	4	1	1	0	0	17
Montana	2011	2	0	0	0	0	0	2
	2012	2	0	0	1	0	0	1
	2013	1	0	1	0	0	0	0
Nebraska	2011	4	1	0	0	0	1	4
	2012	4	1	0	0	0	0	5
	2013	5	0	0	1	0	0	4
Nevada	2011	7	2	1	0	0	0	8
	2012	8	3	2	1	0	0	8
	2013	8	6	1	0	0	0	13
New Hampshire	2011	7	1	0	0	0	0	8
	2012	8	2	0	0	0	1	9
	2013	9	3	0	0	0	0	12
New Jersey	2011	32	13	1	3	0	1	40
	2012	40	12	1	1	0	0	50
	2013	50	20	4	1	0	1	64
New Mexico	2011	0	2	0	0	0	0	2
	2012	2	0	0	0	0	1	1
	2013	1	2	1	0	0	1	1
New York	2011	58	30	5	3	0	3	77
	2012	77	20	4	1	0	1	91
	2013	91	25	2	3	0	1	110
North Carolina	2011	19	6	0	0	0	2	23
	2012	23	8	3	0	0	0	28
	2013	28	9	1	1	0	0	35
North Dakota	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0

Ohio	2011	19	5	1	2	0	0	21
	2012	21	6	0	1	0	0	26
	2013	26	8	3	3	0	0	28
Oklahoma	2011	4	1	0	1	0	0	4
	2012	4	2	1	0	0	0	5
	2013	5	5	1	0	0	0	9
Oregon	2011	8	4	2	2	0	0	8
	2012	8	2		1	0	1	8
	2013	8	2	2	1	0	0	7
Pennsylvania	2011	39	5	2	5	0	1	36
	2012	36	11	3	3	0	1	40
	2013	40	14	3	0	0	2	49
Rhode Island	2011	0	4	0	0	0	0	4
	2012	4	2	0	1	0	0	5
	2013	5	1	0	0	0	0	6
South Carolina	2011	19	6	0	2	0	1	22
	2012	22	3	2	1	0	1	21
	2013	21	5	1	0	0	0	25
South Dakota	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	2	0	0	0	0	2
Tennessee	2011	17	3	3	0	0	2	15
	2012	15	5	0	2	0	0	18
	2013	18	5	1	2	0	1	19
Texas	2011	68	29	6	3	0	1	87
	2012	87	28	7	10	0	3	95
	2013	95	32	2	3	0	1	121
Utah	2011	7	2	0	1	0	0	8
	2012	8	4	0	1	0	1	10
	2013	10	6	0	1	0	0	15

Vermont	2011	1	1	0	0	0	0	2
	2012	2	0	0	1	0	0	1
	2013	1	1	0	0	0	0	2
Virginia	2011	34	18	2	2	0	1	47
	2012	47	7	3	0	0	2	49
	2013	49	24	3	2	0	0	68
Washington	2011	12	4	1	1	0	0	14
	2012	14	4	1	0	0	1	16
	2013	16	1	1	1	0	0	15
West Virginia	2011	3	0	0	1	0	0	2
	2012	2	1	0	0	0	0	3
	2013	3	1	0	0	0	0	4
Wisconsin	2011	4	2	0	0	0	0	6
	2012	6	2	1	0	0	0	7
	2013	7	3	1	0	0	0	9
Wyoming	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
Totals	2011	880	299	51	87	0	27	1014
	2012	1014	341	69	67	0	22	1197
	2013	1197	439	63	55	0	20	1498

*In 2011 and 2012, all of the outlets listed as “Ceased Operations Other Reasons” were franchisees who moved from one state to another. In 2011, 27 of the “Outlets Opened” and in 2012, 22 of the “Outlets Opened” were outlets that ceased operations in one state and relocated to another state.

Table No. 4
Status of Company-Owned Outlets
Years Ending December 31, 2011, 2012 and 2013

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Year
Florida	2011	1	0	0	0	0	1
	2012	1	0	0	0	0	1
	2013	1	0	0	0	0	1
Total	2011	1	0	0	0	0	1
	2012	1	0	0	0	0	1
	2013	1	0	0	0	0	1

Table No. 5
Projected Openings as of December 31, 2013

Col. 1 State	Col. 2 Franchise Agreements Signed But Outlet Not Opened	Col. 3 Projected New Franchised Outlets in the Next Fiscal Year	Col. 4 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

Col. 1 State	Col. 2 Franchise Agreements Signed But Outlet Not Opened	Col. 3 Projected New Franchised Outlets in the Next Fiscal Year	Col. 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Nebraska	0	0	0
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
Total	63	235	0

The name, business address, and business telephone number of each current franchisee on December 31, 2013 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 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 February 22, 2014 are listed on Exhibit “D” (not including any franchisees who moved 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.

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, 2013, December 31, 2012 and December 31, 2011.

Our fiscal year ends December 31st.

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 Business Oversight 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*SM
EXHIBIT “A”
TO THE *CRUISE PLANNERS*® DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT
AND SCHEDULES



Franchise Agreement

<p>Franchise Owner</p> Name: _____ Telephone Number: _____ Social Security Number: _____ Address: _____ City: _____ State: _____ Zip +4: _____ Passport # _____ DriversLicState # _____	<p>Franchise Co-Owner (if applicable)</p> 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.

	Page
1. DURING THE TERM YOU AGREE:	- 1 -
1.1 <i>Pay Initial Fee</i>	- 1 -
1.2 <i>Abide by System Standards</i>	- 1 -
1.3 <i>Commence Operations</i>	- 1 -
1.4 <i>Maintain Insurance</i>	- 1 -
1.5 <i>Indemnify and Hold Harmless</i>	- 1 -
1.6 <i>Pay Debts</i>	- 1 -
1.7 <i>Abide by Policies re: Marks</i>	- 2 -
1.8 <i>Honor Accounts</i>	- 2 -
1.9 <i>Refer Interested Parties</i>	- 2 -
1.10 <i>Represent Yourself as Independent</i>	- 3 -
1.11 <i>Accept No Territory Rights</i>	- 3 -
1.12 <i>Acknowledge Confidential Information</i>	- 3 -
1.13 <i>Accept Competitive Restrictions</i>	- 3 -
1.14 <i>Pay Royalties</i>	- 5 -
1.15 <i>Pay Annual Maintenance Fee</i>	- 5 -
1.16 <i>Pay Monthly Technology Services Fee</i>	- 5 -
1.17 <i>Enter Required Data</i>	- 5 -
1.18 <i>Purchase E&O Insurance</i>	- 5 -
1.19 <i>Forfeit Commissions (if applicable)</i>	- 5 -
1.20 <i>Have Backup When Unable to Operate</i>	- 5 -
1.21 <i>Record Reservations</i>	- 5 -
1.22 <i>Comply with Registration Requirements</i>	- 6 -
1.23 <i>Allow Access</i>	- 6 -
1.24 <i>Be Forthright</i>	- 6 -
1.25 <i>Provide Certification (if applicable)</i>	- 6 -
1.26 <i>Pay for Training (if applicable)</i>	- 6 -
1.27 <i>Add New Associates</i>	- 6 -
1.28 <i>Update Contact Info Timely</i>	- 6 -
1.29 <i>Operate Professionally</i>	- 7 -

1.30	<i>Sign Guaranty (if applicable)</i>	- 7 -
1.31	<i>Assume Risk if Non-approved Vendor Used</i>	- 7 -
1.32	<i>Abide by Default and Termination Provisions</i>	- 7 -
1.33	<i>Use Electronic Mail</i>	- 8 -
1.34	<i>Comply with Laws</i>	- 9 -
2.	WE AGREE:	- 9 -
2.1	<i>Train You</i>	- 9 -
2.2	<i>Allow You to Use Operating and Training Materials</i>	- 9 -
2.3	<i>Determine Your Revenue per Formula</i>	- 9 -
2.4	<i>Pay Referral Bonuses</i>	- 9 -
2.5	<i>Honor Your Accounts</i>	- 10 -
2.6	<i>Charge Additional Fees</i>	- 10 -
2.7	<i>Acknowledge Limitations and Obligations</i>	- 10 -
3.	YOU AND WE MUTUALLY AGREE:	- 10 -
3.1	<i>Representations and Agreements</i>	- 10 -
3.2	<i>Forum for Disputes</i>	- 10 -
3.3	<i>Issues re: Invalid Provisions (if applicable)</i>	- 10 -
3.4	<i>Requirements Regarding Notice</i>	- 10 -
3.5	<i>Provisions for Acceptance of Agreement</i>	- 11 -
3.6	<i>Duration of Agreement</i>	- 11 -
3.7	<i>Terms for Renewal of Agreement</i>	- 11 -
3.8	<i>Annual Maintenance Fees</i>	- 11 -
3.9	<i>Conditions for Transferring Agreement</i>	- 11 -
3.10	<i>Responsibilities at Termination</i>	- 12 -
3.11	<i>Requirements re: E&O Insurance</i>	- 13 -
3.12	<i>Cumulative Remedies</i>	- 13 -
4.	ROYALTY FEE:	- 13 -
4.1	<i>Definition</i>	- 13 -
4.2	<i>Requirements</i>	- 13 -
4.3	<i>Terms and Conditions</i>	- 14 -
4.4	<i>Remittance</i>	- 14 -
5.	APPROVED PRODUCTS AND SPECIFICATIONS	- 14 -
5.1	<i>Approved Travel Products and Services</i>	- 14 -
5.2	<i>Approved Suppliers</i>	- 14 -
5.3	<i>Standards and Specifications</i>	- 14 -

Signatures	
Schedule 1	Principal Owners Guaranty
Schedule 2	Confidentiality, Non-Disclosure and Non-Competition Agreement
Schedule 3	Note
Exhibit A	State Specific Addendum

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 no later than the day following the end of the 2nd training session offered by us following 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 only 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 must only operate your business under the name **CRUISE PLANNERS®**. 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 not use our Marks or trade name or any variation thereof alongside or next to any other marks or trade names. You agree to include your address and telephone number and other individual contact information on all your advertising and to only advertise within the United States, except as specifically authorized by us in writing. 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 use the logos or trademarks of a supplier in any marketing or advertising materials or for any other purpose, except as specifically authorized by us in writing. 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 acknowledge and agree that we may use your name, likeness, image and/or voice for any media, advertising or promotional purpose. 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 and who have had annual Gross Commissionable Revenues greater than \$200,000 for more than 2 years or will have, as determined by us, annual Gross Commissionable Revenues greater than \$200,000. Actively promoting and marketing means that the franchisee is engaging in monthly advertising and marketing activities. In those cases we may restrict you from marketing and promoting in certain venues that other franchisees actively market.
- 1.9 **Refer Interested Parties.** To refer any persons interested in acquiring **CRUISE PLANNERS®** franchise rights to our Franchise Department. You are eligible to receive referral bonuses in accordance with Section 2.4 of this Franchise Agreement. If you are contacted by any person interested in acquiring **CRUISE PLANNERS®** franchise rights, you agree to cooperate reasonably with such persons and provide truthful and accurate information but will not solicit any such person to become an associate in your business.

- 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 **Pay Monthly Technology Services Fee.** To pay us a monthly fee to participate in the technology program pursuant to Article 2.6 below.
- 1.17 **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.
- 1.18 **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.
- 1.19 **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 two (2) consecutive weeks without first notifying us in writing, we will treat this as an abandonment of your franchise and we will have the right to assume servicing of your Accounts.
- 1.20 **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 seven (7) consecutive days.
- 1.21 **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. You agree to enter the travel fares in the CRM system at gross amounts, not net amounts. 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. Note that six (6) months after departures, bookings are archived and closed for commission payments.

- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 **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:

Category	Definition of Category
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. Major Experienced Travel Agents must have their own preexisting client list to use in their CRUISE PLANNERS® Business.

- 1.26 **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.
- 1.27 **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.
- 1.28 **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 a relocation/ownership change fee of \$195 for each time we update our records. As with all amounts you owe us, we may setoff this fee against amounts we owe you.

- 1.29 ***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. Initially, you shall not employ or engage more than 3 travel agents and/or associates, not counting you as an owner/franchisee, but are later permitted to add additional associates as your business grows, in accordance with our policies.
- 1.30 ***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.
- 1.31 ***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.
- 1.32 ***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:
- 1.32.1 You fail to complete initial training to our satisfaction;
 - 1.32.2 You surrender or transfer control of the operation of the franchise without our prior written consent;
 - 1.32.3 You (or any of your owners and/or associates) made any material misrepresentation or omission in connection with your purchase of the franchise;
 - 1.32.4 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;
 - 1.32.5 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;
 - 1.32.6 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;
 - 1.32.7 You (or any of your owners and/or associates) make any unauthorized use of, or disclose, any Confidential Information;

- 1.32.8 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;
- 1.32.9 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”;
- 1.32.10 You fail to have annual Gross Commissionable Revenues of at least \$25,000 at the end of the third year of the Term hereof and each year thereafter including successor franchise agreements with us;
- 1.32.11 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;
- 1.32.12 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;
- 1.32.13 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;
- 1.32.14 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;
- 1.32.15 You fail to honestly, accurate and without delay record any required information or data on to the **CRUISE PLANNERS**® CRM system.
- 1.33 **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.

1.34 **Comply with Laws.** You will comply and/or assist us in our compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, you will not enter into any prohibited transactions and will properly perform any currency reporting and other activities relating to the CRUISE PLANNERS® Business as may be required by us or by law. You confirm that you are not listed in Executive Order 13224 (<http://www.treasury.gov/offices/enforcement/ofac/-sanctions/terrorism.html>), and agree not to hire any person so listed or have any dealing with a person so listed. You are solely responsible for ascertaining what actions must be taken by you to comply with all such laws, orders and/or regulations, and specifically acknowledge and agree that your indemnification responsibilities under this Agreement pertain to your obligations hereunder.

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 after training 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 \$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 an Inexperienced Travel Agent. We will 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 a Minor Experienced Travel Agent. We will also pay you a referral bonus (currently .05% of the referred party’s commissionable sales for the first 12 months of the party’s franchise agreement) 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 who is a Major Experienced Travel Agent. In any of these cases, 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 a monthly fee for technology program services (currently \$59 per month) and the following fees on a per person basis: (i) an annual access 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 access 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 \$165 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 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. No changes to this Franchise Agreement are allowed unless documented in a separate amendment signed by both parties.
- 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 1.31.
- 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 \$165) 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 *	\$500	No Charge	No Charge
Second and Renewing and Subsequent FISCAL Years	\$1,000	\$500	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. You shall not directly accept any credit card payments or establish a merchant account for any reason without our prior written consent. You further agree to comply with all system standards including, without limitation, our standards related to customer payments to Travel Suppliers and payment handling. 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 BONUSES 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. You shall not submit a W-9 or related form to any Travel Supplier.

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 dated _____ (the “**Business Entity**”) under the Franchise Agreement (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.

Select card: <input type="checkbox"/> AMEX <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa Is this a debit card? <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 BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.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 Millburn, 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. Hartick
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 _____, 2011.

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

Stephen C. Brauk
Stephen C. Brauk, Assistant Vice President

Certified Copy Void Without Hanover Watermark

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/16/11



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
 Citizens Insurance Company of America | 645 West Grand River Avenue, Newark, NJ 07102

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.....	1,617,692,293
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

QB\138180.00002\10083294.16
 3/16/11

**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:

This Franchise Agreement is governed by Illinois law.

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

Any 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

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. 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, 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-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, recognitions, 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 signed 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 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. Gailick
Barbara A. Gailick, Notary Public
My Commission Expires September 21, 2013

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 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 16th day of October 2012.

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

J. 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

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, subs. 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: Amy M Roth
Amy Roth, Attorney-in-Fact



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

POWERS OF ATTORNEY
CERTIFIED COPY

KNOWALL 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, do 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

Elvin Margosian
Elvin Margosian, Vice President



The Hanover Insurance Group of 148 South Street, Woburn, MA 01897
Member National Association of Insurance Commissioners

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)	\$	8,411,730
Bonds and Stocks		3,147,916,019
Other Admitted Assets		833,034,449
Total Admitted Assets		4,059,682,200
LIABILITIES, CAPITAL AND SURPLUS		
Reserve for Unearned Premiums	\$	763,575,320
Reserve for Loss and Loss Expense		1,870,922,793
Reserve for Taxes		0
Funds Held under Reinsurance Agreements		5,279,372
Reserve for all other Liabilities		173,151,143
Capital Stock - \$1.00 per Share	\$	5,000,000
Retained Earnings		1,433,433,210
Policyholders' Surplus		1,649,622,233
Total Liabilities, Capital and Surplus		4,059,682,200

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

John R. Lusk, Asst. Treasurer of The Hanover Insurance Company, being duly sworn, deposes and says that he is the duly authorized officer of said Company, and certifies that the foregoing statement is a true statement of the condition and assets of the said Company as of December 31, 2006.

JOHN R. LUSK
Asst. Treasurer

QB\138180.00002\10083294.16
3/16/11

**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: _____

MMB: 4827-3939-1000, v. 3

EXHIBIT "B"
TO THE *CRUISE PLANNERS*® DISCLOSURE DOCUMENT
FINANCIAL STATEMENT

CP Franchising, LLC

(A Limited Liability Company)

Financial Report
December 31, 2013

Contents

Independent Auditor's Report	1 – 2
------------------------------	-------

Financial Statements	
Balance sheets	3
Statements of income	4
Statements of member's equity	5
Statements of cash flows	6
Notes to financial statements	7 – 16

Independent Auditor's Report

To the Member
CP Franchising, LLC
Coral Springs, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of CP Franchising, LLC (a Limited Liability Company) which comprise the balance sheets as of December 31, 2013 and 2012 (Successor), and the related statements of income, changes in member's equity and cash flows for the year ended December 31, 2013 and one-day period ended December 31, 2012, (the "Successor Period") and the statements of income and cash flows for the period January 1, 2012 through December 31, 2012, (the "Predecessor Period") and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CP Franchising, LLC as of December 31, 2013 and 2012 (Successor), and the results of its operations and its cash flows for the year ended December 31, 2013, the one-day period ended December 31, 2012, (the "Successor Period") and the period January 1, 2012 through December 31, 2012 (the "Predecessor Period") in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

Business Combination

As discussed in Note 10 to the financial statements, CP Franchising, LLC executed a Redemption Agreement as of December 31, 2012, in which the former minority owners acquired the remaining 85% of the Company's outstanding membership interests to become the sole owners of the Company. In presenting the accompanying financial statements, the sole owners' basis of accounting has been pushed down to the Successor Company for purposes of presentation in the accompanying financial statements. The balance sheet presented reflects the Successor Company's balance sheet as of December 31, 2012. As the beginning member's equity has been reset to zero as of the business combination, only activity subsequent to the Redemption Agreement is reflected. Statements of income and cash flows are presented for both the Predecessor Company and the Successor Company for the respective periods ended December 31, 2012, prior to and subsequent to the Redemption Agreement transaction, respectively.

Adoption of Accounting Alternative for Goodwill

As discussed in Note 1 to the financial statements, the Company has elected an accounting alternative as provided for in Accounting Standards Update No. 2014-02, *Intangibles – Goodwill and Other (Topic 350): Accounting for Goodwill*, issued by the Financial Accounting Standards Board (FASB). Pursuant to this election, the Company has changed its method of accounting for goodwill and has amortized approximately \$211,000 of goodwill for the year ended December 31, 2013. Our opinion is not modified with respect to this matter.

McGladrey LLP

West Palm Beach, Florida
March 14, 2014

CP Franchising, LLC
(A Limited Liability Company)

Balance Sheets
December 31, 2013 and 2012

Assets	2013	2012 (Successor)
Current Assets		
Cash	\$ 2,975,282	\$ 1,951,210
Restricted cash	560,428	-
Accounts receivable (Note 2)	3,375,338	3,441,996
Other current assets	509,060	422,332
Total current assets	7,420,108	5,815,538
 Furniture and Equipment, net (Note 3)	 1,135,407	 1,465,053
 Other Assets		
Intangible assets (Notes 4 and 10)	5,700,004	7,009,000
Goodwill (Notes 4 and 10)	1,689,609	2,112,011
Other	205,824	51,185
	\$ 16,150,952	\$ 16,452,787
 Liabilities and Member's Equity		
Current Liabilities		
Line of credit (Note 5)	\$ -	\$ 482,837
Current portion of notes payable (Note 6)	800,004	633,336
Accounts payable	4,632,098	4,327,948
Accrued expenses (Notes 7 and 8)	935,922	859,216
Deferred revenue	902,575	745,665
Total current liabilities	7,270,599	7,049,002
 Long-Term Debt		
Notes payable, net of current portion (Note 6)	5,515,663	6,866,664
Total liabilities	12,786,262	13,915,666
 Commitments and Contingencies (Notes 7 and 8)		
 Member's Equity	 3,364,690	 2,537,121
	\$ 16,150,952	\$ 16,452,787

See Notes to Financial Statements.

CP Franchising, LLC
(A Limited Liability Company)

Statements of Income

**For the Year Ended December 31, 2013 and the One-Day Period Ended December 31, 2012
(Successor) and the Period from January 1, 2012 to
December 31, 2012 (Predecessor)**

	2013	2012 (Successor)	2012 (Predecessor)
Revenue (Note 2):			
Commission revenues, net of allowances for estimated cancellations	\$ 21,407,522	\$ -	\$ 17,982,733
Other revenue	11,182,634	-	8,126,906
Total revenue	32,590,156	-	26,109,639
Cost of revenue:			
Agent commission expense	16,886,301	-	14,171,596
Other costs	6,290,392	-	4,101,554
Total cost of revenue	23,176,693	-	18,273,150
Gross profit	9,413,463	-	7,836,489
Operating and administrative expenses	5,665,341	-	5,289,024
Depreciation and amortization (Notes 3 and 4)	2,349,186	-	742,365
Transaction costs (Note 10)	-	69,925	282,209
	8,014,527	69,925	6,313,598
Operating income (loss)	1,398,936	(69,925)	1,522,891
Financial income (expense):			
Interest income	3,859	-	80,744
Interest expense	(575,226)	-	(87,384)
	(571,367)	-	(6,640)
Net income (loss)	\$ 827,569	\$ (69,925)	\$ 1,516,251

See Notes to Financial Statements.

CP Franchising, LLC
(A Limited Liability Company)

Statements of Member's Equity
Year Ended December 31, 2013 and the One-Day Period Ended December 31, 2012 (Successor)

Beginning Balance, December 31, 2012 (Successor)	\$ 2,107,046
Net loss	(69,925)
Contributions	500,000
Ending Balance, December 31, 2012 (Successor)	<u>2,537,121</u>
Net income	<u>827,569</u>
Ending Balance, December 31, 2013	<u><u>\$ 3,364,690</u></u>

See Notes to Financial Statements.

CP Franchising, LLC
(A Limited Liability Company)

Statements of Cash Flows
For the Year Ended December 31, 2013 and the One-Day Period Ended December 31, 2012
(Successor) and the Period from January 1, 2012 to December 31, 2012 (Predecessor)

	2013	2012 (Successor)	2012 (Predecessor)
Cash Flows From Operating Activities			
Net income (loss)	\$ 827,569	\$ (69,925)	\$ 1,516,251
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation	617,788	-	509,282
Gain on disposition of furniture and equipment	(4,910)	-	-
Amortization, intangibles and goodwill	1,731,398	-	233,083
Amortization, finance costs	18,621	-	10,198
Bad debt expense	165,108	-	103,635
Changes in assets and liabilities:			
(Increase) in:			
Accounts receivable	(98,450)	-	(714,999)
Other current assets	(86,728)	-	(218,361)
Increase (decrease) in:			
Accounts payable	304,150	-	792,651
Accrued expenses	76,706	-	(76,916)
Deferred revenue	156,910	-	170,416
Net cash provided by (used in) operating activities	3,708,162	(69,925)	2,325,240
Cash Flows From Investing Activities			
Restricted cash	(560,428)		
Purchases of furniture and equipment	(283,232)	-	(324,008)
Other assets	(173,260)	-	10,192
Net cash used in investing activities	(1,016,920)	-	(313,816)
Cash Flows From Financing Activities			
Principal payments on long-term debt	(1,184,333)	-	(1,504,124)
Borrowings on long-term debt	-	-	7,942,838
Distributions to members	-	-	(7,718,880)
Contributions from members	-	500,000	-
Net payments under line of credit	(482,837)	-	-
Finance fees paid	-	-	43,500
Net cash provided by (used in) financing activities	(1,667,170)	500,000	(1,236,666)
Net increase in cash	1,024,072	430,075	774,758
Cash:			
Beginning	1,951,210	1,521,135	746,377
Ending	\$ 2,975,282	\$ 1,951,210	\$ 1,521,135
Supplemental Disclosures of Cash Flow Information			
Interest paid	\$ 575,226	\$ -	\$ 87,384

See Notes to Financial Statements.

CP Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

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 website and sells travel agent franchises through its www.cruiseplannersfranchise.com website.

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

Basis of presentation: As further discussed in Note 10, on December 31, 2012, the Company entered into a Redemption Agreement with PBC-Franchising Holdings, LLC and PBC-Franchising Blocking, LLC, its former majority owners, which resulted in the sale of 85% of the stock of the Company to MLM Franchising, Inc. and MLM Planners, Inc., its former minority owners (collectively, the “MLM Entities”). In connection with the transaction, the Company has elected to use the push-down basis of accounting to establish a new accounting and reporting basis for the Company in its separately issued, stand alone financial statements based on the MLM Entities’ basis in the net assets acquired determined in accordance with the acquisition method under the Business Combinations Topic of the Accounting Standards Codification (“ASC”). Under this guidance, the assets acquired and liabilities assumed by CP Franchising, LLC are generally recognized at their fair value at the date of the acquisition, with certain exceptions. As a result, the Company’s results of operations and cash flows for the period prior to December 31, 2012 are not comparable with the period after the business combination. For purposes of presentation and disclosure, the Company is referred to as the “Predecessor” for the period before December 31, 2012 and as the “Successor” as of and for the one day period thereafter ended December 31, 2012. On March 12, 2013, the MLM Entities merged together and the surviving entity’s name was changed to Cruise Planners Holdings, Inc.

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. Franchise sales and advertising sales are included in other revenue on the accompanying statement of income. 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, the services are performed and the service is no longer cancelable without penalty. 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.

Notes to Financial Statements

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

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.

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
Furniture and fixtures	7
Computer equipment	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.

Business combination: In accordance with the Financial Accounting Standards Board's ("FASB") guidance on accounting for *Business Combinations* and consistent with the push-down basis of accounting as disclosed previously, the identifiable assets acquired and liabilities assumed by the MLM Entities and pushed down to the Company were generally recognized based on their estimated fair values. Management, in consultation with independent third party valuation experts, estimates fair values based upon assumptions they believed to be reasonable. These estimates are based on historical experience and information obtained from management. Critical estimates in valuing certain of the intangible assets include future expected cash flows from revenue, assumptions about the period of time the acquired intangible assets will continue to be used by the Company, and discount rates applied to the expected cash flows (see Note 10).

Goodwill: The Company's goodwill was revalued and recorded as a result of the Company's change in ownership on December 31, 2012, as further described in Note 10. The goodwill represents the excess of the purchase price over the value assigned to identifiable assets acquired and liabilities assumed at the acquisition date.

Notes to Financial Statements

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

Effective January 1, 2013, the Company adopted ASU 2014-02, *Intangibles-Goodwill and Other (Topic 350): Accounting for Goodwill* ("ASU 2014-02") which allows entities to amortize goodwill on a straight-line basis over 10 years or less. Therefore, during the year ended December 31, 2013, the Company recognized \$422,402 of amortization expense related to its goodwill using a 5-year life.

Intangible assets: Intangible assets consist of the Company's trademarks, non-compete agreements, cruise line and franchise relationships, which are amortized on a straight-line basis over their estimated useful lives, which range from one to ten years.

Impairment of goodwill and other long-lived assets: The Company is required to assess goodwill and other indefinite-lived intangible assets for impairment if circumstances indicate impairment may have occurred.

The Company evaluates the recoverability of its long-lived assets, including amortizable intangible assets and goodwill, if circumstances indicate impairment may have occurred. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value. No impairment charges were recorded during the Successor or Predecessor Periods ended December 31, 2013.

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 2010.

Commissions payable: Commissions payable to franchisees for travel sold are recognized 75 days from travel start date. Agent commission expense is calculated as the expected commissions payable to franchisees on travel 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. Commissions payable are included within accounts payable on the accompanying balance sheet as of December 31, 2013.

Deferred financing costs: The Company 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 \$18,621 and \$10,198 is included in interest expense for the year ended December 31, 2013 and during the Predecessor Period from January 1, 2012 through December 31, 2012, respectively.

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

Distributions to members and allocation of profits and losses: Distributions to the member are made in accordance with the terms of the Company's operating agreement.

Notes to Financial Statements

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

Fair value of financial instruments: The Company has adopted the *Fair Value Measurement* guidance for all assets and liabilities that are recognized or disclosed at fair value in the financial statements. The guidance defines fair value as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

In determining the appropriate levels, the Company performs a detailed analysis of the assets and liabilities that are subject to the guidance. The guidance provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuations performed maximize the use of observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy are defined as follows:

- 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.

Recently adopted accounting pronouncements: In January 2014, the Financial Accounting Standards Board issued ASU 2014-02, *Intangibles-Goodwill and Other (Topic 350): Accounting for Goodwill* (“ASU 2014-02”). ASU 2014-02 allows an accounting alternative for the subsequent measurement of goodwill. An entity within the scope of the amendment that elects the accounting alternative should amortize goodwill on a straight-line basis over 10 years, or less than 10 years if the entity demonstrates that another useful life is more appropriate. An entity that elects the accounting alternative is further required to make an accounting policy election to test goodwill for impairment at either the entity level or the reporting unit level. Goodwill should be tested for impairment when a triggering event occurs that indicates that the fair value of an entity (or a reporting unit) may be below its carrying amount. When a triggering event occurs, an entity has the option to first assess qualitative factors to determine whether the quantitative impairment test is necessary. If that qualitative assessment indicates that it is more likely than not that goodwill is impaired, the entity must perform the quantitative test to compare the entity’s fair value with its carrying amount, including goodwill (or the fair value of the reporting unit with the carrying amount, including goodwill, of the reporting unit). If the qualitative assessment indicates that it is not more likely than not that goodwill is impaired, further testing is unnecessary. ASU 2014-02 should be applied prospectively to goodwill existing as of the beginning of the period of adoption and new goodwill in annual periods beginning after December 15, 2014. Early adoption is permitted, including application to any period for which the entity’s annual financial statements have not yet been made available for issuance. The Company elected to adopt ASU 2014-02 effective January 1, 2013.

Subsequent events: Management has assessed subsequent events through March 14, 2014, the date on which the financial statements were available to be issued.

CP Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 2. Accounts Receivable

Accounts receivable consist of the following as of December 31, 2013 and 2012:

	2013	2012
Commissions receivable	\$ 2,987,504	\$ 2,949,664
Advertising reimbursements	231,858	336,986
Other	155,976	155,346
Accounts receivable	<u>\$ 3,375,338</u>	<u>3,441,996</u>

Revenues for the year ended December 31, 2013 and the Predecessor Period ended December 31, 2012, include sales to the following major customers together with the receivables due from those customers as of December 31, 2013 and 2012:

Customer	2013		2012	
	Revenue	Receivables	Revenue	Receivables
A	\$ 4,421,280	\$ 733,129	\$ 4,295,466	\$ 809,098
B	2,179,891	182,633	2,762,117	308,451
	<u>\$ 6,601,171</u>	<u>\$ 915,762</u>	<u>\$ 7,057,583</u>	<u>\$ 1,117,549</u>

Note 3. Furniture and Equipment

Furniture and equipment as of December 31, 2013 and 2012 consist of the following:

	2013	2012
Internally developed software	\$ 1,254,019	\$ 994,000
Leasehold improvements	369,844	352,708
Furniture and fixtures	45,405	9,144
Computer equipment	34,954	17,906
	1,704,222	1,373,758
Less accumulated depreciation and amortization	617,788	-
	1,086,434	1,373,758
Software under development	48,973	91,295
	<u>\$ 1,135,407</u>	<u>\$ 1,465,053</u>

Depreciation expense for the year ended December 31, 2013 and the Predecessor Period ended December 31, 2012, was \$617,788 and \$509,282, respectively.

CP Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 4. Intangible Assets and Goodwill

Intangible assets as of December 31, 2013 and 2012, and the related amortization expense for the year ended December 31, 2013 and the Predecessor Period ended December 31, 2012, are as follows:

	2013	2012
Franchise relationships	\$ 4,137,000	\$ 4,137,000
Cruise line relationships	687,000	687,000
Trademarks	1,969,000	1,969,000
Non-compete agreements	216,000	216,000
	7,009,000	7,009,000
Less accumulated amortization	1,308,996	-
	\$ 5,700,004	\$ 7,009,000
Goodwill	\$ 2,112,011	\$ 2,112,011
Less accumulated amortization	422,402	-
	\$ 1,689,609	\$ 2,112,011
Amortization expense	\$ 1,731,398	\$ 233,083

As of December 31, 2013, estimated future amortization expense is as follows:

Year Ending December 31,	Amount
2014	\$ 1,515,398
2015	1,515,398
2016	1,515,398
2017	1,515,398
2018	265,596
Thereafter	1,062,425
	\$ 7,389,613

Note 5. Line of Credit

The Company entered into a \$2,500,000 revolving line of credit with a financial institution in December 2011. The revolving line of credit provided for borrowings through December 2012. Borrowings bore interest at 1-month LIBOR plus 2.35%. The line of credit was collateralized by substantially all the assets of the Company. Under the terms of the line of credit agreement and the term loan, the Company was required to maintain various financial and other covenants.

CP Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 5. Line of Credit (Continued)

In December 2012, the Company entered into a new revolving line of credit with a financial institution. The revolving line of credit provides for borrowings through December 2014. Borrowings bear interest at a minimum of 4.00% or 1-month LIBOR plus 3.50% (4% as of December 31, 2013). The maximum amount that may be outstanding under the line of credit is \$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. The balance outstanding on the line as of December 31, 2013 and 2012 was \$0 and \$482,837, respectively. Out of the \$482,837 borrowed on the line of credit at December 31, 2012, approximately \$337,000 was used to pay off the acquired debt on December 31, 2012 (see Note 10).

Note 6. Long-Term Debt

Long-term debt consists of the following as of December 31, 2013:

On March 22, 2013, the Company signed a \$5,000,000 ten-year term note with a financial institution. The term note is due in monthly principal installments of \$41,667 plus 6% interest per annum on the outstanding principal balance. Payments began in May 2013 and continue through April 2023. The note may be prepaid at any time without penalty and is collateralized by all the Company's assets, a certificate of deposit in the original amount of \$500,000 and the personal assets of the Company's member owners. The agreement requires, among other things, that the Company maintain a debt service ratio as defined in the loan agreement.	\$ 4,615,667
Promissory notes bearing interest at 12%, payable in monthly interest and principal payments of \$25,000 through December 2015. In January 2014, the Company made principal payments of \$1,000,000 under these promissory notes.	1,700,000
	<u>6,315,667</u>
Less current portion	800,004
	<u>\$ 5,515,663</u>

Future annual principal payments due under aggregated long-term debt obligations as of December 31, 2013, are as follows:

Year Ending	Amount
December 31,	
2014	\$ 800,004
2015	1,900,004
2016	500,004
2017	500,004
2018	500,004
Thereafter	2,115,647
	<u>\$ 6,315,667</u>

CP Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 7. Commitments

Operating leases: The Company leases various office space and equipment under noncancelable lease agreements with terms expiring through August 2020.

The Company is 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 \$253,162 and \$260,871 for the year ended December 31, 2013 and the Predecessor Period ended December 31, 2012, respectively.

Aggregate future minimum annual rental payments required under the lease agreements as of December 31, 2013, are as follows and do not include common area maintenance commitments:

Year Ending December 31,	
2014	\$ 153,004
2015	147,334
2016	147,334
2017	147,334
2018	147,334
Thereafter	245,557
	<u>\$ 987,897</u>

Note 8. 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 2013, 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 year ended December 31, 2013 and the Predecessor Period ended December 31, 2012, of \$48,914 and \$47,375, respectively. The Company has \$18,875 in retirement plan obligations included in accrued expenses as of December 31, 2012. The Company funded the retirement plan during the year ended December 31, 2013 and therefore no amounts are accrued at December 31, 2013.

Note 9. Other Related Party Transactions

Consulting Agreement: The Company and an entity related to a former majority 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 the Predecessor Period ended December 31, 2012. This agreement was terminated on December 31, 2012.

CP Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 10. Business Combination

On December 31, 2012, the Company entered into a Redemption Agreement with its former majority owners, PBC-Franchising Holdings, LLC and PBC-Franchising Blocking, LLC and its former minority owners, MLM Franchising, Inc. and MLM Planners, Inc. (collectively, the "MLM Entities"). Effective December 31, 2012, the MLM Entities acquired the former majority owners' 85% of the Company's membership interests in exchange for total consideration of approximately \$8,428,000. The fair value of the consideration transferred consisted of a cash payment of \$2,107,000, debt with a financial institution of \$5,000,000, and debt of \$2,500,000 with the former majority owners of the Company, net of closing costs.

On March 12, 2013, the MLM Entities merged together and the surviving entity's name was changed to Cruise Planners Holdings, Inc.

In accordance with the push-down basis of accounting, the net assets of the Company were adjusted to their fair values as of the date of acquisition as summarized in the following table:

Cash	\$ 1,451,000
Accounts receivable	3,442,000
Other current assets	422,000
Furniture and equipment	1,465,000
Intangible assets	7,009,000
Goodwill	2,112,000
Total assets acquired	<u>15,901,000</u>
Accounts payable	4,328,000
Customer deposits	349,000
Accrued expenses	1,062,000
Deferred revenue	397,000
Note payable	1,337,000
Total liabilities assumed	<u>7,473,000</u>
Net assets acquired	<u>\$ 8,428,000</u>

The goodwill of approximately \$2,112,000 arises primarily from the cumulative processes, procedures and knowledge of the Company's workforce. The goodwill is deductible for income tax purposes.

Acquired accounts receivable of approximately \$3,442,000 consists of gross contractual receivables of approximately \$3,582,000 after reduction for \$104,000 for contractual cash flows that are estimated to be uncollectible. Acquired deferred revenues consists of approximately \$397,000 and represents the fair value of legal performance obligations of the Company that have been paid for by a travel supplier or franchisee prior to the business acquisition.

CP Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

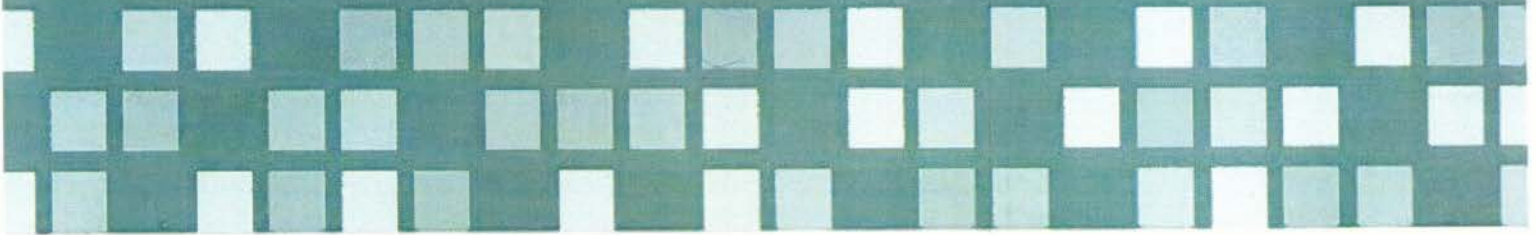
Note 10. Business Combination (Continued)

The fair value of the intangible assets obtained, consisting of \$1,969,000 in trademarks, \$216,000 in non-compete agreements, \$687,000 in cruise line relationships and \$4,137,000 in franchise relationships were estimated by applying discounted cash flow models. The fair value measurements were based on significant inputs that are not observable. The assumptions made by management in determining the fair value included a discount rate based on a weighted-average cost of capital, an estimated average growth rate and estimated attrition rates for the customer relationships and franchise relationships.

Transaction costs of approximately \$282,000 consisted of professional fees incurred by the Predecessor and \$69,925 incurred by the Successor related to the sale of the Company and are included on the accompanying statements of operations for the respective periods ended December 31, 2012.

CP Franchising, LLC

Financial Report
December 31, 2011



Contents

Independent Auditor's Report

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



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

Assets (Note 6)	2011	2010
Current Assets		
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
Total current assets	3,793,627	3,376,467
Furniture and Equipment, net (Note 3)	1,103,688	1,017,897
Other Assets		
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
	\$ 12,199,406	\$ 11,924,803
Liabilities and Members' Equity		
Current Liabilities		
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
Total current liabilities	5,623,637	5,812,007
Commitments and Contingencies (Notes 8 and 10)		
Long-Term Debt		
Notes payable, net of current portion (Note 7)	1,333,333	200,000
Total liabilities	6,956,970	6,012,007
Members' Equity	5,242,436	5,912,796
	\$ 12,199,406	\$ 11,924,803

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
Total revenue	22,446,433	20,571,353
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
Total cost of revenue	15,439,267	13,974,426
Gross profit	7,007,166	6,596,927
Operating and administrative expenses (Note 10)	5,680,719	5,221,922
Operating income	1,326,447	1,375,005
Financial income (expenses):		
Interest income (Note 5)	86,762	64,492
Interest expense	(267,637)	(43,077)
Net income	\$ 1,145,572	\$ 1,396,420

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
Cash Flows From Operating Activities		
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
Net cash provided by operating activities	2,786,207	2,021,590
Cash Flows Used In Investing Activities		
Purchase of property and equipment	(491,060)	(340,842)
Net increase in notes receivable from members	(97,664)	(552,804)
Net cash used in investing activities	(588,724)	(893,646)
Cash Flows From Financing Activities		
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)	-
Net cash used in financing activities	(1,455,106)	(1,127,559)
Net increase in cash	742,377	385
Cash:		
Beginning	4,000	3,615
Ending	\$ 746,377	\$ 4,000

(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

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 website and sells travel agent franchises through its 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

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

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

Note 3. Property and Equipment

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

	<u>2011</u>	<u>2010</u>
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:

	<u>2011</u>	<u>2010</u>
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

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
	2,000,000	583,333
Less current portion	666,667	383,333
	<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

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

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.

EXHIBIT “C”
TO THE *CRUISE PLANNERS*® DISCLOSURE DOCUMENT
LIST OF FRANCHISEES

Franchise Name	Address	City	State	Zip	Phone
Wiregrass Travel	119 Bradberry Drive	Dothan	AL	36305	334-803-0413
Teresa Shivers	1709 Monteagle Drive	Hoover	AL	35244	205-937-1615
Donna Evans	11280 Halcyon Loop	Daphne	AL	36526	251-621-0550
Red Mountain Travel	5018 Stratford Rd	Birmingham	AL	35242	205-623-5600
All Aboard Vacations	1955 Rideout Dr Suite 300	Huntsville	AL	35806	256-489-1115
Cruise Planners, Etc.	1700 Quail Ridge Drive	Gardendale	AL	35071	205-386-3006
Dorothea Mitchell	113 Homestead Way	Enterprise	AL	36330	334-464-2404
VC Travel, LLC	107 B 14th Street SW	Decatur	AL	35601	256-355-8238
Katrina Richardson	1348 Stonehurst Drive	Birmingham	AL	35235	205-593-4299
Mike Galloway	1005 9th Avenue NE	Jacksonville	AL	36265	256-644-5070
Pam Holton	3130 Somerset Trace	Birmingham	AL	35242	205-995-1924
Peter Gurung	104 Cambridge Lane	Rainbow City	AL	35906	404-400-2172
Eva Desjeunes-Sunder	934 Sundown Drive	Show Low	AR	85901	928-532-7740
Cruise Planners-Madden-parker	918 West Main St #3	Cabot	AR	72023	501-843-4783
Searcy & Cabot Cruise Planners	1005 S Main St	Searcy	AR	72143	501-278-5353
Randy & Mary Wood	300-B Rose Garden Lane	Bentonville	AR	72712	479-254-8472
Rena Schocke	6420 Highway 5 South	Mountain Home	AR	72653	870-491-5215
Kelly Brewer	15393 Bobwhite Trl	Lowell	AR	72745	479-790-1222
Sea to Sea Cruises	1833 N Buckley Dr	Fayetteville	AR	72701	479-582-2282
Bill Wingo	315 Meadowvale Drive	Quitman	AR	72131	501-556-2714
Roy K. Anderson	3338 E Glenhaven Dr	Phoenix	AZ	85048	480-704-0337
Boni Cline	7503 West Suncatcher Drive	Tucson	AZ	85743	520-743-9873
Wade, Paula or Jennifer	9324 E Sun Lakes Blvd N	Sun Lakes	AZ	85248	480-883-1722
Jack and Kirsten Herklotz	8987 E Tanque Verde, #309-186	Tucson	AZ	85749	520-749-4775
Tom and Anne Kleefisch	4043 E Rancho Dr	Phoenix	AZ	85018	972-964-3446
Doug's Cruises	8401 S. Kolb Rd, #128	Tucson	AZ	85756	520-829-4220
Bill Schnabel	644 W Camino Tunera	Sahuarita	AZ	85629	425-387-0548
Leila Dada CTC,MCC	16434 S 2nd Ave	Phoenix	AZ	85045	480-656-6796
Loretta P	PO Box 887	Queen Creek	AZ	85142	480-626-5510
Vicki Powers	41815 N La Cantera Drive	Anthem	AZ	85086	480-656-5648
John Vernon Cruises	John Vernon, 10458 W. Via Montoya Dr	Peoria	AZ	85383	623-414-6991
Chris Silman, ACC	Stephanie Silman, 683 W Calle Las Tunas	Sahuarita	AZ	85629	520-407-6410
Sailing Sunsets Travel * Mick & Cathy Peirson	12196 E. Wethersfield Road	Scottsdale	AZ	85259	480-391-0646
Kim Bostrom	6495 W Admiral Ct	Florence	AZ	85132	520-861-1867
Kim Frederick	40241 Lococo Street	Maricopa	AZ	85138	973-248-7626
Anne Esborn, Moonbeam Cruises	6001 E Pima St, # 229	Tucson	AZ	85712	520-477-7447
Time To Get Away Travel	3231 S Brice	Mesa	AZ	85212	480-357-7866
Steve Eickhoff	3015 W Anderson Dr	Phoenix	AZ	85053	602-843-1662
Maria Corchuelo	2291 W Rockrose Pl	Chandler	AZ	85248	480-219-7070
Kristin Adkins	3022 W Placita Bernardo	Tucson	AZ	85745	520-403-3565
Cruise Planners Ride The Wave Travel	21001 N Tatum Blvd, Ste 1630-300	Phoenix	AZ	85050	480-696-7743
Cruise Plan USA	70 S Val Vista Dr, Suite A3-192	Gilbert	AZ	85296	480-272-6600
Rosemary Karlin	6632 E Granada Rd	Scottsdale	AZ	85257	602-535-0028
Go Sea Do Travel	3077 E Cowboy Cove Trail	San Tan Valley	AZ	85143	480-704-4323
Lou Ann Winchester and Jenna Baker	3402 W Donatello Dr	Phoenix	AZ	85086	623-428-7477
Janette Jahoda	6740 W Deer Valley Rd, Ste D107	Glendale	AZ	85310	623-688-0968
Jared Seifert	17803 E San Tan Blvd	Queen Creek	AZ	85142	480-279-5550
Sue and Bruce Mitchell	4055 N Recker Rd #81	Mesa	AZ	85215	480-396-8084
Sandra Glover	926 Panicum Drive	Prescott	AZ	86305	928-776-8728

Franchise Name	Address	City	State	Zip	Phone
Heaven Cruise Travel	19815 N 67th Lane	Glendale	AZ	85308	480-300-7254
Linda Propoggio	845 East Gail Dr	Gilbert	AZ	85296	480-388-5580
Thom Biscornet	2732 Fisk Lane	Redondo Beach	CA	90278	310-214-8998
SBM Cruises	5765 Los Angeles St	Oakland	CA	94608	510-601-8197
Justina Cattaneo	27271 Paseo Espada, #102	San Juan Capistrano	CA	92675	949-487-9447
Kim Colenzo	7105 E. Hurlbut Avenue	Sebastopol	CA	95472	707-824-8921
Elena Dillon	15035 Live Oak Springs Cyn Rd	Santa Clarita	CA	91387	661-349-7449
Gerry Eide	5663 Balboa Ave #458	San Diego	CA	92111	858-279-4946
Jean Fesler	1467 Owen Sound Dr	Sunnyvale	CA	94087	408-568-8802
Pat & Vicki Fisher, Cruise Planners	17207 Acanto Drive	Ramona	CA	92065	760-440-9843
Julieann Graham	520 Cashew Ct	San Ramon	CA	94583	925-829-7245
Robert Jones	20304 Via Oporto	Yorba Linda	CA	92886	714-693-3729
Jan Judah	5418 Calle De Arboles	Torrance	CA	90505	310-378-7623
SilverLining Cruises	625 Market St, Suite 810	San Francisco	CA	94105	239-348-3197
Melissa Lee	2121 Broadway	Sacramento	CA	95818	916-485-3161
Debbie Lum, ACC	1669-2 Hollenbeck Ave, #229	Sunnyvale	CA	94087	408-773-8332
Kim & Terry McInerney	1394 West Fifth St	Benicia	CA	94510	707-745-1213
	PO Box 849				
Sandi and Terry Moore	9444 Wheeler Loop 849	Plymouth	CA	95669	209-245-4125
Donna and Harold	28089 Little Lake Court	Menifee	CA	92585	951-679-4442
Melinda Peters	301 W Oakview Drive	Azusa	CA	91702	626-815-5909
Lita P. Reyes	23441 Golden Springs Dr, #101	Diamond Bar	CA	91765	909-618-6718
Evelyn Santos	16654 Soledad Canyon Rd #407	Canyon Country	CA	91387	661-310-0999
Cruise Planners 1 (Wes and Julie Schellenbaum)	531 Esplanade, #301	Redondo Beach	CA	90277	310-546-9618
Barbara Seidel	54575 Pine Crest	Idyllwild	CA	92549	619-303-4261
Barb Shulman	6249 Romo St.	San Diego	CA	92115	619-548-1289
Cruise Planners of Fallbrook	44888 Bouchaine	Temecula	CA	92592	951-225-8842
Ken Wilkins	1451 North Volterra Ct	Visalia	CA	93291	559-909-1956
Helen & Brad Brahms	11956 Bernardo Plaza #440	San Diego	CA	92128	818-528-8300
Pacific Cruise Planners	2066 Empire Mine Circle	Gold River	CA	95670	916-638-7429
James & Charity Shilkret Travel Specialists	24329 Alliene Ave	Lomita	CA	90717	562-760-9669
Adam Martindale	427 9th Avenue, Unit 405	San Diego	CA	92101	206-399-2138
Janice Baerg	26828 Desert Locust	Murrieta	CA	92562	951-698-3706
AMERICAS CRUISES	611 s Palm Canyon Dr, 7-447	palm springs	CA	92264	760-322-6778
Helene Handler	5208 E Abbeyfield St	Long Beach	CA	90815	562-985-0064
Dale Strough	42835 Charleston Way	Fremont	CA	94538	510-825-3597
Julie Mendonca	4932 Charter Rd	Rocklin	CA	95765	916-803-4967
Cruise On Down	15820 Opus One Dr	Bakersfield	CA	93314	661-368-2525
Annette Wick	420 E. Ranch Vista Blvd	Palmdale	CA	93550	661-771-9425
Arlene Bartolome, ACC	41 Whispering Trees Court	Rodeo	CA	94572	510-799-1283
St. Patrick's Travel - Patrick Bitzer, Advisor	2922 E. Chapman Ave Suite 202	Orange	CA	92869	714-245-0400
Simply Ocean Travel	939 Radecki Ct	Industry	CA	91748	909-393-6963
Violet Anderson	1854 N. 1st Ave.	Upland	CA	91784	909-532-8497
Marcela Flores	601 E San Ysidro Blvd, Ste 180-440	San Ysidro	CA	92173	619-565-2648
Mary Baker	33175 Temecula Pkwy Ste A-626	Temecula	CA	92592	858-335-0605
Susan Lowry	24871 Calle Carmel	Laguna Hills	CA	92653	949-768-5200
Cruise Planners - Voyage 2 Anywhere	2795 East Bidwell St. #100-194	Folsom	CA	95630	916-496-8665
Lisa Harper	1539 N China Lake Blvd, Box #172	Ridgecrest	CA	93555	760-301-0990
Destiny Cruise Planners	969-G Edgewater Blvd #320	San Mateo, CA	CA	94404	650-539-2339
Estela Nolasco	2030 Willow Way	San Bruno	CA	94066	650-867-1422

Franchise Name	Address	City	State	Zip	Phone
Elizabeth A. Myers	2268 Scholarship	Irvine	CA	92612	949-251-0276
Cruise Planners - Danville	619 Dolphin Drive	Danville	CA	94526	925-838-5479
Cruise Planners International	12463 Rancho Bernardo Rd #177	San Diego	CA	92128	858-487-0744
Sharon Patterson	310 Fernando St, Unit 209	Newport Beach	CA	92661	714-287-4041
Steve Han	1901 W Olympic Blvd, # 101	Los Angeles	CA	90006	213-365-2110
Debra Kubisak	453 Anita Street	Laguna Beach	CA	92651	949-494-0100
Tammy Peng	1636 Tyler Drive	Fullerton	CA	92835	714-582-2837
Savoir Faire Travel	1183 Doyle Circle	Santa Clara	CA	95054	408-335-6626
Jeff & Kimberly Jacoby	2370 W Cleveland Ave Ste 108-213	Madera	CA	93637	559-363-2258
Nick & Barb Schulz	2028 Crimson Lane	Santa Rosa	CA	95403	707-595-3000
Dave Fowlie	3245 University Ave, Ste 1-184	San Diego	CA	92104	619-339-1798
Muhammad Zaman	907 Pineridge St	Upland	CA	91784	909-660-0646
Cruise Planners Around The World	3164 Vinifera Dr, Home-office	San Jose	CA	95135	408-620-1278
Bob Petersen, Karen Burnham, Linda Bernstein	2147 Sea Island Place	San Marcos	CA	92078	760-916-7436
Gustavo Gabriel Selig	6323 Reseda Blvd, Apt 55	Tarzana	CA	91335	818-585-7616
Ralph Sassi	9939 Hibert St	San Diego	CA	92131	858-353-6000
Ultimate Cruise Planners-- Meg & Ed Stephenson	5772 Padua Dr	Huntington Beach	CA	92649	714-840-8537
Jenny Tsai & Ivan Lai	8332 Wendon St	San Gabriel	CA	91775	626-380-9328
Incredible Cruising	8214 West 83rd St	Playa del Rey	CA	90293	310-667-6244
Dan's Voyages	550 Browning St A	Mill Valley	CA	94941	415-295-4600
Rohit Bhattacharya	6112 Pimenta Avenue	Lakewood	CA	90712	562-452-6555
Charles Meyer	813 Chardonnay Circle	Petaluma	CA	94954	707-775-5451
Sun and Sea Cruises	26221 Paseo Armonia	San Juan Capistrano	CA	92675	949-218-7786
Gloryvette Lichtman	127 Burrill Drive	Folsom	CA	95630	916-985-2900
Valente Guillen	1151 Serr Dr	Turlock	CA	95380	209-250-2445
Darlene Figueroa	21876 Corte Madera Lane	Cupertino	CA	95014	408-823-3807
Paula Forsberg	845 Minaret Rd	June Lake	CA	93529	760-648-7229
Laguna Cruise Planners	25283 Cabot Road, Suite 215	Laguna Hills	CA	92653	949-234-6412
Cosmo Vacation	13707 Great Falls St	Corona	CA	92880	909-930-9076
Adam Seigel	6966 Sedan Ave	W Hills	CA	91307	310-909-7132
All Class Travel	31443 Sonoma Lane	Temecula	CA	92591	951-699-8821
CG Cruises USA	23421 Rockrose	Mission Viejo	CA	92692	949-705-8565
Breakaway Travel	23052 Alicia Pkwy, Ste H #135	Mission Viejo	CA	92692	949-459-9379
Pam Costa	1009 Englander St	San Pedro	CA	90731	310-938-6369
Emily Kaye-Eddie	1848 Shadetree Drive	San Marcos	CA	92078	760-809-4866
Will & Becky Simmons	20993 Foothill Blvd, Ste 329	Hayward	CA	94541	510-306-1933
Cruisier	572 Rush Drive	San Marcos	CA	92078	760-696-5692
Judit Mandi	2271 Lake Ave	Altadena	CA	91001	626-794-5455
Theresa Adair	3460 Marron Rd, Ste 103-170	OCeanside	CA	92056	760-8594794
Silver Star Cruises	650 W Duarte Road #468	Arcadia	CA	91007	626-254-8889
Susan Rutan	4627 Ocean Blvd #205	San Diego	CA	92109	858-274-9176
Sandy Jones	26509 Calle Emiliano	Sun City	CA	92585	951-723-5168
Cruise Planners/TLC Vacation Planners	44382 Kingston Dr	Temecula	CA	92592	951-491-9752
Seven Seas Vacations	10501 Wilshire Blvd, Ste 2212	Los Angeles	CA	90024	310-474-7505
Cindy Wilson	1736 Valley Bend St	Chula Vista	CA	91913	619-585-9131
Dream Chaser Adventures	25261 Bentley	Laguna Hills	CA	92653	949-391-5473
Pintello Travel	750 W 6th Street	Gilroy	CA	95020	408-767-2333
Bill Brannen	6616 D Clark Road #115	Paradise	CA	95969	530-873-4223
Cruise-Well	1240 India St, Unit 2301	San Diego	CA	92101	619-780-8323
Debbie Mullin	665 Fleming Ave	San Jose	CA	95127	0
Shiva Saalai	24033 Madeira Ln	Murrieta	CA	92562	0

Franchise Name	Address	City	State	Zip	Phone
Cruise Planners of Southern California	951 Fifth Ave, Suite 303	San Diego	CA	92101	619-758-5191
Bobbi Ouimette	9908 Via Leslie	Santee	CA	92071	619-334-1220
Candice Elliott	124 Hiawatha Ave, Apt 12	Santa Cruz	CA	95062	805-341-9226
Jangshi Wang	11426 Ann Arbor Ln	San Diego	CA	92131	858-549-9133
Cruise Planners 12	38713 Tierra Subida, #200-273	Palmdale	CA	93551	661-794-1239
Rebecca Feist	6716 Los Verdes Dr #4	Rancho Palos Verdes	CA	90275	310-377-0751
Nicole Williams	1847 W 75th Street	Los Angeles	CA	90047	323-999-5114
Cruise Planners	45540 Desert Air Street	La Quinta	CA	92253	760-895-9427
Thor Challengren	3835R E Thousand Oaks Blvd Ste 181	Thousand Oaks	CA	91362	805-499-8784
Catherine Silva-Walker	3300 West 109th Street	Inglewood	CA	90303	562-447-6296
Susan Metzler	5117 Via Samuel	Yorba Linda	CA	92886	714-696-4250
Carrie Caron	6641 Mt. Wellington Drive,	San Jose	CA	95120	408-841-7641
Eric Erickson	2063 Main Street, #433	Oakley	CA	94561	925-392-6004
Karina Carranza	721 Norstad St	San Diego	CA	92154	619-709-4155
Patricia Gottschalk	24310 Moulton Pkwy, Ste O-534	Laguna Hills	CA	92637	949-423-8622
Davide Ronzan	24331 Pasto Rd, Suite E	Dana Point	CA	92629	949-973-5716
Patti Corbett	19867 Larbert St	Santa Clarita	CA	91351	661-414-3415
Carlos Urzua	1437 Towse Dr	Woodland	CA	95776	530-402-1883
Marylyn Waterman	1 Corte De Vega	San Clemente	CA	92673	949-728-8617
Dianne Resos	28568 Silverking Trail	Santa Clarita	CA	91390	661-438-5221
Melody Moore	1564 Fitzgerald Dr, Ste 138	Pinole	CA	94564	510-298-8247
Mark Osborn	7909 Selbome Ct	Sacramento	CA	95829	916-554-8100
Lori McDonald	231 Market Place, #190	San Ramon	CA	94583	925-380-6208
Cesar Ranola	851 Domingo Dr #4	Newport Beach	CA	92660	949-718-0908
Go Sea Travel	27025 Avenida Quintana	Cathedral City	CA	92234	760-459-2321
Teague Mayfield	859 Highland Ave #2	San Mateo	CA	94401	650-348-2117
Sandy Bosnich	1840 S Gaffey Street #115	San Pedro	CA	90731	310-935-7399
Eric Sternberg	129 Valley Club Circle	Napa	CA	94558	707-225-4339
Abbie Joseph-Harrington	138 Camino Arroyo S	Palm Desert	CA	92260	760-835-2916
Rolando Cortado	1511 Sycamore Ave Ste M, #141	Hercules	CA	94547	510-948-8797
Billy Choi	13729 Blue Ridge Way	Moorpark	CA	93021	213-700-7214
Sally Bish	135 Country Center Dr. - F, #262	Pagosa Springs	CO	81147	970-731-1292
Shirley Conway	6262 So Ash Circle West	Centennial	CO	80121	303-770-5715
Tammy Matson, MCC	445 Deerfield Circle	Ft Collins	CO	80524	970-407-8134
Marge Suazo and Cymmie Bailey	3107 W. Colorado Ave, #259	Colorado Springs	CO	80904	719-573-8009
Ken Sudduth	350 Peregrine Pt.	Eaton	CO	80615	970-454-3400
Beach Paradise Travel	3155 E. Phillips Dr	Centennial	CO	80122	303-770-4101
Beach Paradise Travel	3155 E. Phillips Dr	Centennial	CO	80122	303-770-4101
All-Inclusive Cruises	1595 Iris St	Lakewood	CO	80215	303-980-6483
Greg and Barb McGannon	3322 Water Street	Colorado Springs	CO	80904	719-632-3835
Kelly Ashton/Ashton Cruise Adventures	P.O. Box 622011	Littleton	CO	80162	720-323-8906
Richard White	2135 Tremont Place	Denver	CO	80205	720-652-4824
Jan & Justin Kief	9501 Sand Hill Ct	Highlands Ranch	CO	80126	303-317-6669
Mikki Watson	8464 Liverpool Circle	Littleton	CO	80125	303-728-9019
Mountain Tropic Adventures - Rene' and Jeff Kneller	58 Snow Peak Ct	Dillon	CO	80435	970-468-9531
Kelly Finnegan	6166 S Eudora Way	Centennial	CO	80121	720-272-7955
Marni Huger	4325 Reginold Court	Colorado Springs	CO	80906	719-358-7850
Coral Chilcote	9030 Salford Ln	Colorado Springs	CO	80920	719-302-3939
David & Tina Kaiser	9816 Gatesbury Cir	Highlands Ranch	CO	80126	303-346-8968
Goluskin - Diaz	925 Greenridge Ln	Castle Pines	CO	80108	303-601-8583
Edward E. Thomas	3726 Oro Blanco Drive	Colorado Springs	CO	80917	719-574-5611

Franchise Name	Address	City	State	Zip	Phone
Lori Jahner	2224 S Genoa St	Aurora	CO	80013	720-207-9490
Nancy Ewing	5834 W. Atlantic Pl	Lakewood	CO	80227	303-505-2218
Mike Lombardo	15232 West Warren Drive	Lakewood	CO	80228	720-226-9333
Wade and Treva Messer	PO Box 630696	Highlands Ranch	CO	80163	858-215-2611
Dania Smith	929 Sparrow Hawk Drive	Longmont	CO	80504	720-340-4110
Glenn Wolynski	523 Chiswick Cir	Highlands Ranch	CO	80126	303-284-3727
Brandy Kanatzar	4151 Cherryvale Dr	Colorado Springs	CO	80918	719-598-9288
Bill Christman	6766 Stockwell Drive	Colorado Springs	CO	80922	719-445-8698
Danelle Harbula	9515 S Everett Way	Littleton	CO	80127	720-434-4461
Brandon McNeil & Danette Dukes	3331 S Fairplay St	Aurora	CO	80014	303-955-5310
Not Just Cruises, LLC	6140 S Gun Club Rd, K6-174	Aurora	CO	80016	303-766-2359
Keith Uren	8360 Garland Drive	Arvada	CO	80005	303-427-8473
Kelley Baily	4711 E 107th Pl	Thornton	CO	80233	303-880-6135
Manny Jones	1235 Freedom Way	Castle Rock	CO	80109	303-999-0601
Gonna Cruise LLC	10224 Devonshire Street	Firestone	CO	80504	303-834-8624
Purnima Jagtap	6029 Scotswood Ct	Boulder	CO	80301	303-325-3022
Judy Young	1600 Glenarm Place	Denver	CO	80202	720-633-4120
Chandler & Bond	8794 Martin Luther King Blvd	Denver	CO	80238	303-386-3099
Royal Service Travel	65 Independence Drive	Huntington	CT	06484	203-402-0632
Fay deHaas, MCC	4 Henley Way	West hartford	CT	06117	860-206-8244
Lou Divilio	123 Bennett Rd	East Haven	CT	06513	203-468-6072
Leslie Marsh, ECC	28 Brierwood Drive	Orange	CT	06477	203-799-2367
Ken Przysiecki	396 Eastbury Hill Road	Glastonbury	CT	06033	860-305-0562
Eva's Best Travel and Cruises	154 N Compo Road	Westport	CT	06880	203-221-3171
Lori Pittari	790 Peter Rd	Southbury	CT	06488	203-405-1988
Kerry Johnson	134 Grieb Rd	Wallingford	CT	06492	203-626-9765
Subhash Gupta	562 Baldwin Ave #7	Meriden	CT	06450	203-886-9460
Fun Seeker Vacations	15 Bon Air Circle	Milford	CT	06461	203-556-9661
John Lombardo	400 North Main St, Unit 25	Manchester	CT	06042	860-432-1641
Belinda DeMasso	50 Albany Turnpike, Suite 10	Canton	CT	06010	860-352-8247
Sherri Ashburner	193 Dennison Rd	Westbrook	CT	06498	860-399-2290
Jill Petrowsky & Sheri Sevigny	110 Main St,	Manchester	CT	06042	860-432-4212
Paul Cate	616 Quincy St NW	Washington	DC	20011	202-618-4575
Roseann Chavanne	364 E. Main Street, Suite 416	Middletown	DE	19709	302-449-6140
Cindy Husbands MCC	23148 Pine Run	Millsboro	DE	19966	302-381-9249
Nancy Maupai	13 Deer Trail	Millville	DE	19967	302-541-4681
Joanne Raffel	4 High Pond Drive	Newark	DE	19711	302-507-5497
Angela Pizzadili Michele Haigler	120 N Lexington Drive	Felton	DE	19943	302-751-1231
MJ Manno	105 Wallasey Rd	Wilmington	DE	19808	302-729-4018
Karen Landis	1148 Pulaski Hwy - Ste 308	Bear	DE	19701	302-468-4646
Alysa Abzug	5431 North West 109 Lane	Coral Springs	FL	33076	954-695-3542
Joe Albanese	9754 Magnolia Blossom Dr	Tampa	FL	33626	813-322-3225
Carol Alexander, ACC	1904 S Ocean Dr #TS102	Hallandale Beach	FL	33009	954-455-5909
Julie Aliseo	6700 Royal Palm Blvd, #112	Margate	FL	33063	954-899-8818
Michelle Allen	22518 Grouper Court	Boca Raton	FL	33428	561-470-5134
Dana Allensworth	7629 Chapelhill Drive	Orlando	FL	32819	407-370-7090
Carmen Arzon	1217 Bexley Ct	Deland	FL	32720	386-848-5008
Ethel O'Brien	5510 S.W. 4th Place #405	Cape Coral	FL	33914	239-257-1860
Total Cruise & Travel Experts	717 Cobblestone Drive	Ormond Beach	FL	32174	386-492-6660
Barbara Barrea	2650 Lake Shore Dr, Ste 2403	riviera beach	FL	33404	561-515-5479
Liane (Lee) Beck	20615 NE 6th Court	Miami-Dade	FL	33179	305-651-2525
Jessica Becker	4132 Forest Drive	Weston	FL	33332	954-272-8052
Lynn and Les Berger	6051 N Ocean Dr - #1002	Hollywood	FL	33019	954-922-1015
Diana Blalock	17333 SE 85 Willowick Cir	The Villages	FL	32162	352-751-1012

Franchise Name	Address	City	State	Zip	Phone
Marybeth Bluhm	886 Kingsbridge Dr	Oviedo	FL	32765	407-365-7737
Fran Boggs	12846 Forestedge Circle	Orlando	FL	32828	407-277-9974
Dennis Bonade	1151 Seton Hall Ct	Sanford	FL	32771	407-330-0995
Michael Bruciak	315 NE 3rd Ave, Unit 1007	Ft. Lauderdale	FL	33301	954-527-3851
Beth Burr	276 Crane Pt N	Jupiter	FL	33458	561-385-3895
TravelByLandOrSea	6091 NW 61st Ave, Suite # 301	Tamarac	FL	33319	954-721-8463
Family Travel Planners Inc.	6615 W. Boynton Beach Blvd, #316	Boynton Beach	FL	33437	305-432-9988
Brad and Michele Case	4809 Palmtree Ct	Windermere	FL	34786	407-876-3108
Doc Chambers / Carlos Palacios	1975 E. Sunrise Blvd., Suite 629	Ft. Lauderdale	FL	33304	954-975-7576
Abby Cognetti	1 Yacht Haven Drive	Cocoa Beach	FL	32931	321-406-9248
Susan Corey	4019 North Cypress Drive	Pompano Beach	FL	33069	954-979-4606
Char Corso	1549 Ridge Shore Drive	Tarpon Springs	FL	34689	727-934-6321
Peggy Cramer	3101 NE 46 Street	Fort Lauderdale	FL	33308	954-491-3342
Mike & Melissa Daugustinis	2220 County Rd 210 W, Ste 108-344	St. Johns	FL	32259	904-230-8364
JoAnne Davis	6369 NW 120 Dr	Coral Springs	FL	33076	954-346-7519
Jamie Davison	7810 NW 87th Ave	Tamarac	FL	33321	954-724-7383
Angela DeDomenico	5030 Champion Blvd, G11 PMB 431	Boca Raton	FL	33496	561-893-9605
Ron DelloRusso	2903 Point East Dr, Apt-414	Aventura	FL	33160	305-935-3011
Cruise Planners of Spring Hill, Fl.	4255 Bayridge Ct	Spring Hill	FL	34606	352-686-5914
Albert Dobles	17922 SW 5th St	Pembroke Pines	FL	33029	954-704-1537
Ellie Dulude	8680 Pasadena Blvd	Pembroke Pines	FL	33024	954-438-8100
Tammy Edelman	7541 NW 112 Terrace	Parkland	FL	33076	954-815-8422
Catherine Erickson Janice Scheaffer	171 Plantation Circle	Naples	FL	34104	717-732-6594
Karen Emery	10860 SW 38th Dr	Davie	FL	33328	954-473-4860
Mark Fee	8113 NW 3rd Place	Coral Springs	FL	33071	954-608-9533
Dolores Feldman	3680 Inverrary Dr Apt 2f	Lauderhills	FL	33319	954-306 2566
Dorothy Flannery	13662 Gordonia Ct.	Jacksonville	FL	32224	305-361-6772
M & J Cruise Planners	4250 Alafaya Tr., Suite 212-418	Oviedo	FL	32765	407-977-0210
Mary Graves	6364 Parakeet Trail	Pensacola	FL	32503	850-456-7676
Suzanne Greenberg	7727 Southampton Terr, F 406	Tamarac	FL	33321	954-722-5200
Land and Cruise	254 Sapphire Lake Dr, Unit 202	Bradenton	FL	34209	941-778-9141
Walter Guptill, MCC	6881 NW 117th Ave	Parkland	FL	33076	954-415-6551
Sabine Harris, ECC	2915 San Nicholas St	Tampa	FL	33629	813-546-0751
Fantastic Endeavors	101425 Overseas Highway, #172	Key Largo	FL	33037	305-453-9208
Julia Hernandez	52 Riley Road #310	Celebration	FL	34747	305-390-0533
Ricardo Hernandez	9145 SW 166 Ave	Miami	FL	33196	305-388-3498
Richard Hodes	14601 Jetty Lane	Delray Beach	FL	33446	561-637-4300
Mister Bob Travel	12972 93 Ave N	Seminole	FL	33776	727-398-7447
Julie Irovando 813-643-2543	2601 Bonterra Blvd.	Valrico	FL	33594	813-643-2543
Elaine Isaacs	273 NW 95 Terr	Coral Springs	FL	33071	954-753-8308
Barbara Jacobson	1060 Citrus Way, Suite 202	Delray Beach	FL	33445	561-278-3311
Crystal Y. Jones	18950 US Highway 441 #190	Mount Dora	FL	32757	352-357-6600
Debbie and Ed Kasica	1551 Lockmeade Place	Oldsmar	FL	34677	727-781-8119
Esther Ruth Knopfmacher	8784 NW 19 Street	Coral Springs	FL	33071	954-752-2573
Stars Cruising	4000 Island Blvd., 2302	Aventura	FL	33160	305-918-0054
Becky Krupski	17470 SE 74th Raes Hall Ave	The Villages	FL	32162	352-750-6970
Cruise Planners	1434 Flores Ct	Trinity	FL	34655	727-376-6006
Lori Landau	185 Avenue De La Mer #2	Palm Coast	FL	32137	386-446-3370
Charlotte Lawson	1611 20th Avenue West	Palmetto	FL	34221	941-723-3330
Ronald Lee	611 Campus St #280	Celebration	FL	34747	407-566-0127
Carolyn Leibowitz	5529 SW Bellflower Court	Palm City	FL	34990	772-600-7409
PlanOurVacationNow	6130 Vireoridge Dr	Lithia	FL	33547	813-657-0844

Franchise Name	Address	City	State	Zip	Phone
Nancy Lilly	3280 S Atlantic Ave	Daytona Beach Shores	FL	32118	386-767-6551
Ana Lorenzo	14359 Miramar Pkwy. #235	Miramar	FL	33027	954-889-5804
Tony Lostumbo	1615 Eastlake Way	Weston	FL	33326	954-384-7245
Patricia Lyon	13302 Lost Key Place	Lakewood Ranch	FL	34202	941-907-0345
Linda Maloney	10501 W Broward Blvd #307	Plantation	FL	33324	954-648-4540
John Manning	18701 SW 25 CT	Miramar	FL	33029	305-829-2009
Suzanne Mason, Cruise Planners	10 Lauderdale Drive	Key Largo	FL	33037	305-741-7655
Ray Mason	22310 Cameo Drive East	Boca Raton	FL	33433	561-391-8601
Cruise Planners - Mike & Amy Matthews	85127 Amagansett Dr, Ste B	Fernandina Beach	FL	32034	904-548-0426
Patricia Maurillo	Patty Maurillo, 11951 Prince Charles Ct	Cape Coral	FL	33991	239-283-1935
Kathy Mehal ACC	1102 SW Sarto Ln	Port Saint Lucie	FL	34953	772-353-5764
Mel Mendelsohn	8285 SW 174 TERR	MIAMI	FL	33157	305-971-0719
Patricia Fee Miller	1508 Parkside Place	Indian Harbour Beach	FL	32937	321-773-3346
Fran Mozzott	4630 S.W. 42nd Terrace	Ft. Lauderdale	FL	33314	954-684-1270
Beth Olson, ACC	2033 SW Capeador St	Port Saint Lucie	FL	34953	561-309-9817
Bill & Linda O'Neal	5614 16th Ave N	St. Petersburg	FL	33710	772-621-9402
Steve & Carol Osgood	38 Copperpod Court	Royal Palm Beach	FL	33411	727-343-5650
Michael Pagliocca, ACC	442 Orionvista Way	Oakland	FL	34787	561-283-1876
Carroll Paige	13931 SW 108th St	Miami	FL	33186	407-877-7414
Johanne Paille	1820 NE 2nd St	Pomapano Beach	FL	33060	305-388-0555
Paula Podradchik	10428 Yarrow Dr	Boynton Beach	FL	33437	954-784-6240
Choice1Cruises.com	514 Purslane Point	Venice	FL	33437	561-498-5461
Eleanore Rich	8427 Cypress Lane #10F	Boca Raton	FL	34293	941-497-1518
Donna Richards	7441 Forrest St	Hollywood	FL	33433	954-675-8711
Robin Roether	19434 Autumn Chase Court	Land O Lakes	FL	33024	954-962-1131
Gloria Roldan - Protege Franchise	11371 Landing Estates Drive	Jacksonville	FL	34638	813-995-2430
Thomas O'Hara	11221 Rustic Pines Cr.W	Jacksonville	FL	32257	904-260-8450
Carols Cruises Inc.	4072 OxBow Drive	Coconut Creek	FL	32257	904-880-2724
Staci Sanford	9520 SW 147 St	miami	FL	33073	954-429-1140
Florida Cruise Planners	11232 Ragsdale Court	newport richiey	FL	33176	305-238-6678
Linda Schussel	9122 Meridian View Isle	Boynton Beach	FL	34654	727-856-9100
Val Shipley	11320 Temple Street	Cooper City	FL	33473	561-736-3150
Doris Siegel	102 NE 2nd St #414	Boca Raton	FL	33330	954-680-9811
Janice Sinardi, ACC	11504 Gibraltar Pl	Temple Terrace	FL	33432	561-750-2253
Robert Snead	126 Guilford Ct	Travener	FL	33617	813-985-8939
Sharon Socherman	10280 SW 141 St	Miamia	FL	33070	305-852-1115
Faye Steiner	8386 Shadow Wood Blvd	Coral Springs	FL	33176	305-255-1552
Elliott Stoll	7099 Falls Road East	Boynton Beach	FL	33071	954-340-8486
Cruise and Vacation Paradise	8805 Casablanca Way	Tampa	FL	33437	561-736-1704
Celecia, Wanda, & Carla	18647 40th Run N	Loxahatchee	FL	33626	813-333-6878
Thomas Traino	607 N. Atlantic Drive	Lantana	FL	33470	561-429-2950
Kenneth Vasant	7556 Ortega Bluff Pkwy	Jacksonville	FL	33462	561-533-6598
GolfAhoy Cruise Planners - Americas Favorite Cruise Agency	2402 Palm Ridge Rd, Ste 114	Sanibel	FL	32244	904-349-1396
Judy Wertheimer	22759 El Dorado Drive	Boca Raton	FL	33957	239-344-9187
Ellen Wild - The Cruise Shoppe	7258 Greenport Cove	Boynton Beach	FL	33433	561-362-4020
Joel Wilder, RN, MCC	410 Foxhill Drive	Debarry	FL	33437	561-740-4878
Barbara Yospe	13232 Alhambra Lake Cir	Delray Beach	FL	32713	386-774-5740
Bob Zweig	5722 S Flamingo Rd #294	Cooper City	FL	33446	561-638-1861
Frank A. (Tony) Fiore	1540 NE 35th Ave	Homestead	FL	33330	954-438-0080
Frances L Palacio	310 S Ocean Grande Dr, Unit 201	Ponte Vedra Beach	FL	33033	305-248-2674
			FL	32082	904-826-0909

Franchise Name	Address	City	State	Zip	Phone
Miriam Wolf	6331 NW Topaz Way	Port St Lucie	FL	34986	631-938-1295
Linda Hilson, MCC	210 Cloverdale Rd.	Winter Haven	FL	33884	863-326-1000
Esther McCummings CTC/MCC/DS	9799 SE Osprey Pt Dr	Hobe Sound	FL	33455	772-545-8787
Custom Travel Escapes	18832 Gulf Blvd, #3	Indian Shores	FL	33785	813-949-1000
Maria Sol Rios	12464 SW 126 Ave	Miami	FL	33186	305-433-5526
Jerry and Margaret Sanchez	1069 Nautica Dr	Weston	FL	33327	954-384-0093
Gail Carpenter	11001 N 56th St	Tampa	FL	33617	813-391-3548
Lori Sereikis, ACC	13909 Wolcott Drive	Tampa	FL	33624	813-968-4841
Shel & Susie Perlin, MCC, ACC, CCC	6214 68th Dr E	Palmetto	FL	34221	941-729-0113
Rosie Perez - Vacations By Rosie	18331 Pines Blvd #238	Pembroke Pines	FL	33029	954-278-8777
Maxie and Clyde Johnson	1750 James Circle	Titusville	FL	32780	321-383-0958
Cruise Planners Village Walk	28324 Nautica Ln	Bonita Springs	FL	34135	239-244-8870
Tom Foley	1911 Vista Cove Rd	St Augustine	FL	32084	904-501-8968
Changes In Latitude Cruises	268 Hazeltine Dri	Debary	FL	32713	386-668-9562
Discover the World Cruises - B.Nieto	Sergio Pinango and Blanca Nieto 82 Laguna Dr	Palm Beach Gardens	FL	33418	561-307-7025
Sue Pyne	2410 NE 209 Terrace	Miami	FL	33180	305-931-1680
Christian Bellingrath	13011 Saint Filagree Dr	Riverview	FL	33579	813-992-0502
Michelle Lehman	Cruise N Travel, Inc, 14921 SW 147 St	Miami	FL	33196	786-991-9992
Consult My Cruise	4060 SW 104th Place	Miami	FL	33165	305-434-8248
Bob Silverman/Ultimate Cruise Adventures	7790 Marquis Ridge Lane	Lake Worth	FL	33467	561-968-1760
Margaret Cunningham	55 Eastlake Drive	Palm Coast	FL	32137	386-986-1999
Jim Austin	8034 12th Ave S	St Petersburg	FL	33707	727-498-5559
Suma Koodallur	3600 Mystic Pointe Dr, Apt 513	Aventura	FL	33180	954-889-1013
Get Up and Go2	Holly Marocchi, 21 Silver Fox Tr	Ormond Beach	FL	32174	386-673-3019
Jim Shelley	300 New Waterford Pl, Unit #206	Longwood	FL	32779	407-222-8142
Sara Buchner - Cruise Planners	977 NW 83rd Drive	Coral Springs	FL	33071	954-346-6777
Scott Lee	4621 Pasadena Ct	Naples	FL	34109	239-289-0277
Brittney Armstrong March	10506 NW 70th St	Tamarac	FL	33321	954-414-5772
Christine Gillen, ACC	751 Lakeworth Circle	Lake Mary	FL	32746	516-633-5205
Lynden Cope	180 Nesbitt Street NE	Palm Bay	FL	32907	321-574-5311
Jose A. Gonzalez	9507 Bergamo St	Lake Worth	FL	33467	561-214-4514
Aqua-Escapes	14435 SW 158 Street	Miami	FL	33177	305-233-2977
Imagine Your Vacations	10041 NW 3 Ct	Plantation	FL	33324	954-533-5898
Cruiseaway, Inc.	3720 SW 147th Ave	Miramar	FL	33027	954-237-6821
Alvatour Cruises	4624 N Federal Hwy	Lighthouse Point	FL	33064	954-582-5450
Bunny Muter	5411 NE 15th Avenue	Ft Lauderdale	FL	33334	954-351-7070
Global Travel Adventures, LLC	2550 Placida Rd, Unit C	Englewood	FL	34224	941-681-2013
Cassie Nelson or Jennifer Cruz	1040 Marlin Lakes Circle #1633	Sarasota	FL	34232	801-803-1136
Joyce Hosier, MCC	1708 Grange Circle	Longwood	FL	32750	407-332-7245
Steve Ferguson	838 Moonlit Lane	Casselberry	FL	32707	407-388-3550
Josh Williams	2172 W. Nine Mile Rd. #179	Pensacola	FL	32534	850-791-6310
Bret, Tony, Gina & Tamara	10800 Crescent Ridge Loop	Clermont	FL	34711	352-243-1206
Tracy Trewick	14359 Miramar Pkwy, Ste #220	Miramar	FL	33027	954-317-0626
Lesia Tyo, ACC, CTA, DS	5206 Point Harbor Lane	Apollo Beach	FL	33572	813-938-1673
Cruise Planners	11701 Chateaubriand Ave	Orlando	FL	32836	407-778-1267
Pily Tejada	1921 NW 184th Terrace	Pembroke Pines	FL	33029	954-367-2589
Chip Turner	2041 Nobscot Place	Apopka	FL	32703	407-703-5915
Cathy Hoffman	19554 Casa Verona Ct	Ft Myers	FL	33967	239-433-0000
Cruzbugs Travel	6150 State Road 70 East	Bradenton	FL	34203	941-227-2789
Juram Gorriceta,	653 Cresta Circle	West Palm Beach	FL	33413	561-594-1735 561-594-1745

Franchise Name	Address	City	State	Zip	Phone
Your Travel Experts	1818 SW 42nd Street	Cape Coral	FL	33914	515-210-9190
Renee and Randolph Mitchell	493 Porta Rosa Circle	St Augustine	FL	32092	904-940-9558
Amanda Purchon	2717 W Cypress Creek Rd, Ste 1117	Fort Lauderdale	FL	33309	954-302-2698
Joy DiSciullo	93 Emerald Cove Lane N	Panama City Beach	FL	32413	850-333-2013
Alexandra Zamora & Ronni Rothstein	12792 SW 26 St	Davie	FL	33325	954-916-0933
Albert Aleman	19731 NW 7 Street	Pembroke Pines	FL	33029	754-201-1473
Loves 2 Cruise, LLC	8297 ChampionsGate Blvd, #417	ChampionsGate	FL	33896	407-268-6545
Sunshine Travel Planners	255 Primera Blvd, Suite 160	Lake Mary	FL	32746	407-288-8810
Dana Towne	11165 8th Street East	Treasure Island	FL	33706	727-204-8296
Cruise Planners @ Sea	46 Danube River Dr	Cocoa Beach	FL	32931	321-392-3662
Cruise Planners/Charmed Vacations	1128 Royal Palm Beach Blvd, # 163	Royal Palm Beach	FL	33411	561-383-7774
Nancy M. Clark	19609 Eagle Crest Drive	Lutz	FL	33549	813-527-6574
Jacobs Flight Services	18180 Riverchase Ct	Alva	FL	33920	863-983-2499
Divine Dream Vacations	4705 Bristol Bay Way, Apt 201	Tampa	FL	33619	813-504-7659
Zaleh Damavandi	8840 Magnolia Place	Seminole	FL	33777	727-215-3213
Jackie McDonnell	137 Los Gatos Place	Kissimmee	FL	34759	863-496-5060
Cruise Planners - Eric Garcia	175 Hill St	Casselberry	FL	32707	407-574-8368
Life's Rudder	115 E 4th Ave, Suite 200	Mount Dora	FL	32757	352-508-1313
Lisa Blumenthal	2416 Country Golf Dr	Wellington	FL	33414	561-244-8300
Mirabella Travel	5820 Aventura Ct	Tampa	FL	33625	813-374-5698
Tracey Steslow, MCC	1265 Fairfax Ct	Weston	FL	33326	954-579-1852
Luxist Cruises Tours And Events	1211 Stonecutter Dr Bldg 8 Unit 401	Celebration	FL	34747	321-939-1590
Valerie DaCosta	500 NW 107 Ave	Plantation	FL	33324	954-579-5953
Yvonne Baggs	6500 Lake Gray Blvd # 213	Jacksonville	FL	32244	904-779-7446
Beth Stewart	5242 Kingston Circle	Panama City Beach	FL	32408	850-588-8671
Gayle Konnerth	8023 Whitt Lane, PO Box 156	Yalaha	FL	34797	352-324-0500
Cindy Goldberg	3331 West Park Road	Hollywood	FL	33021	954-903-0004
Rhonda Hopkins	4065 Cherrybrook Loop	Fort Myers	FL	33966	239-400-2520
Seafantaseas.com	910 NW 126th Terrace	Coral Springs	FL	33071	754-484-4859
Marissa Gabriele	65 Deercreek Rd # H210	Deerfield	FL	33442	954-531-1047
Destination Relaxation Travel Inc.	7850 Maclean Rd	Tallahassee	FL	32312	850-391-2266
Cruise Planners Miami	2095 W 76th St, Suite 112	Hialeah	FL	33016	305-428-2283
Ferne Armstrong	95158 Ventures Ct	Fernandina Bch	FL	32034	904-410-2087
Cruise Planners/MTA Travels	1433 S Belcher Rd #E-3	Clearwater	FL	33764	727-478-2954
Fuller Cruise Planners	10836 Jason Road	Port Richey	FL	34668	813-402-6749
Diane M. Wozniak	4800 Bayview Dr, Apt 504	Ft Lauderdale	FL	33308	954-249-4285
Marcella Phromvipha	206 La Costa Ln	Weston	FL	33326	954-393-4681
Dreamz2Go	1089 Coastal Circle	Ocoee	FL	34761	321-236-0300
Kevin Knows Cruises	910 Sutherland Cir	Valrico	FL	33594	813-409-2319
Laura De La Horra	15476 NW 77 Court, #444	Miami Lakes	FL	33016	786-554-1258
Ricardo Londono	2407 Washington St	Hollywood	FL	33020	954-591-7596
Paul Whatley	3948 Doral Drive	Tampa	FL	33634	813-343-0800
Angela Fiore	9030 Silver Glen Way	Lake Worth	FL	33467	561-966-9822
Cindy Singer and Kim Singer	1400 S Ocean Dr, Apt 308	Hollywood	FL	33019	954-362-9388
Cruise Planners NLJ	8800 SW 92 Ave	Miami	FL	33176	786-472-0791
Pattie Pfunder	120 SE 7th Street	Pompano Beach	FL	33060	954-240-0242
It's Soo Travel Time!!!	10280 SW 140 Street	Miami	FL	33176	305-234-8683
Those 2 Cruise Planners	146 NW 100th Terrace	Coral Springs	FL	33071	754-444-9283
Worldwide Travel Planners	4689 Aylesford Dr	Palm Harbor	FL	34685	727-784-6500
Team Cruises	10851 Mangrove Cay Lane #511	St Petersburg	FL	33716	727-846-0077
Janet Favale	2432 SW Monterrey Lane	Port St Lucie	FL	34953	772-678-3444
Mary Guillen	647 Woodgate Lane	Sunrise	FL	33326	954-446-6229

Franchise Name	Address	City	State	Zip	Phone
Blue Harbor Getaways	5029 Rishley Run Way	Mount Dora	FL	32757	407-964-1234
Margarita Navarrete	1800 Marietta Drive	Ft Lauderdale	FL	33316	954-763-1134
Staci Thomas	1661 Sherbrook Rd	Clearwater	FL	33764	727-488-3812
Cindy Magnus	627 Southern Lily Dr	St Johns	FL	32259	904-287-9157
Andrea Fuller	22641 SW 88th Place #204	Cutler Bay	FL	33190	305-202-2250
Gary McMullen	400 Bell Branch Lane	Saint Johns	FL	32259	904-287-0857
Beaches-N-Dreams	5141 NW 51 Terrace	Coconut Creek	FL	33073	754-444-9491
Carolyn Jennings	2098 Sun Down Drive	Clearwater	FL	33763	727-210-3310
John Morgenthaler	7562 SW Jack James Dr	Stuart	FL	34997	772-777-1448
Carmia Cruises and land	1308 E Lakeview Drive	Royal Palm Beach	FL	33411	561-204-9275
Enrico & Karen Saltarelli	5817 Park St N #402	St Petersburg	FL	33709	727-290-4998
Beth Edwards	11519 Cypress Reserve Dr	Tampa	FL	33626	813-333-1970
Premier Cruise Events	16950 N Bay Rd, #1617	Sunny Isles Beach	FL	33160	954-589-2124
John Murr	2080 Willow Hammock Cr E101	Punta Gorda	FL	33983	813-420-0217
Marie Morales Johnson	740 Markham Woods Road	Longwood	FL	32779	860-849-6447
Jean Tauber	1906 Kings End Rd	New Smyrna Bch	FL	32168	386-689-0188
Nancy McRae	6338 Magnolia Trails Lane	Gibsonton	FL	33534	813-677-0007
Dawn Haney	11546 NW 10th Street	Pembroke Pines	FL	33026	954-303-2024
Michele Backus	1961 SW Capeador St	Port St Lucie	FL	34953	772-380-5916
Time To Go Travel	4924 NW 57 Lane	Coral Springs	FL	33067	954-232-2971
Cigar City Cruises	3114 Lakestone Drive	Tampa	FL	33618	813-961-8118
Alexander Plana	19720 NW 7th Street	Pembroke Pines	FL	33029	954-453-7973
Adriana Matos	298 SE 6 Ave # 2	Pompano Beach	FL	33060	954-946-4333
Ellen & Mickey Echaes	17013 2nd Avenue East	Bradenton	FL	34212	941-907-4759
Cruise Planners of Tampa	8518 Gibsonton Dr #161	Gibsonton	FL	33534	813-898-9334
Jaime Higuera, Edwin Patino, & Jason Hantman	13188 NW 18th Ct	Pembroke Pines	FL	33028	954-653-8002
Alicia Velazquez & Lani Siblesz	5469 SW 190 Ave	Miramar	FL	33029	754-999-0093
Ron & Karen Tuite	18601 Lake Bend Dr	Jupiter	FL	33458	561-575-7752
Miami Cruise Planners	6520 NW 114 Ave, #1608	Miami	FL	33178	954-391-9292
Janet & Harold Gross	6529 NW 78 Pl	Parkland	FL	33067	754-229-6482
Jeanne Harrington	8850 Middlerook Drive	Fort Myers	FL	33908	812-877-1130
Marilee Terp	11950 Nautica Dr	Orlando	FL	32827	321-251-4777
Travel Scouters	8368 NW 143 Street	Miami Lakes	FL	33016	786-553-7453
Rachel Ann Leung	2500 Coral Springs Dr # 212	Coral Springs	FL	33065	954-817-0424
Desirable Destinations	5077-109 Fruitville Rd, Ste 507	Sarasota	FL	34232	941-706-3498
Karina Bailly	13495 SW 89 Terrace	Miami	FL	33186	305-380-8818
Robert and Christy	12472 Lake Underhill Rd #438	Orlando	FL	32828	321-296-8344
Betty Larkin	19821 NW2nd Ave Ste 163	Miami Gardens	FL	33169	305-501-2354
Carole Potter	1590 S 42nd Circle # 304	Vero Beach	FL	32967	772-562-7647
Timothy Dodson	780 NE 69th Street, Suite 807	Miami	FL	33138	305-918-2619
Anywhere You Travel	2061 Waters Edge	Lauderdale by the Sea	FL	33062	954-324-8783
Cecilia Robinson	8787 Southside Blvd, #2712	Jacksonville	FL	32256	904-697-7499
Louis Bruno	8927 Cashella Ct	Trinity	FL	34655	727-376-9007
Paul and Roz Koyak	135 Arrowhead Circle	Jupiter	FL	33458	561-768-7658
Guy & Linda Miller	10248 Timberland Point Dr	Tampa	FL	33647	813-994-5500
Luxury Cruises	1524 Middle River Drive	Ft Lauderdale	FL	33304	954-557-7339
Dana Hof, Hof Travel	557 E Romana Street	Pensacola	FL	32502	850-449-2250
Dial 4 Cruise	9706 Moss Rose Way	Orlando	FL	32832	321-251-4492
Ralph Kranchick ECC LCS	6039 Linton St	Jupiter	FL	33458	561-596-8655
Fare Sails Travel	180 Lamar St SW	Palm Bay	FL	32908	321-837-9232
Luxury Vacation Associates	7950 NW 53rd St, Ste 337	Miami	FL	33166	786-347-5586
Omayra Santos-Klys	20721 Nettleton St	Orlando	FL	32833	321-804-4128
ROV Travel	118 Arthur Ave	Edgewater	FL	32141	386-957-5599

Franchise Name	Address	City	State	Zip	Phone
Tony Abolila	4657 NW 97 Pl	Doral	FL	33178	0
Charles Cavuoto	7171 NW Turtle Walk	Boca Raton	FL	33487	561-988-8971
A Trip 2 Remember	3348 Conway Blvd	Port Charlotte	FL	33952	941-286-2580
Roger Austin	10301 NW 39th Place	Coral Spring	FL	33065	954-609-3308
Lee Byrne	6710 SW 90th St	Gainesville	FL	32608	352-529-7898
Suzanne Gordon	8860 NW 78 Court, Suite 365	Tamarac	FL	33321	754-800-7459
Dick Sells	3030 Starkey Blvd, Suite 160	New Port Richey	FL	34655	727-569-0550
MaryLu George	810 Argonaut Isle	Dania Beach	FL	33004	954-674-2177
Elaine Stone	5115 Europa Dr #P	Boynton Beach	FL	33437	561-752-7152
Melissa McCallum	5625 W Alameda Ln	Crystal River	FL	34429	352-563-0307
Cruise Planners - Tami Applebee	14046 Pine Island Drive	Jacksonville	FL	32224	904-400-3888
Don Grindle	1500 N Beach St	Ormond Beach	FL	32174	386-262-1339
Rick Soto	2756 Highlands Creek Drive	Lakeland	FL	33813	863-213-0164
Paige Collin	9869 Summerbrook Terr Unit C	Boynton Beach	FL	33437	561-336-3850
Lou Ann Griffin	108 E Villa Capri Circle, Apt H	DeLand	FL	32724	386-873-4017
Theresa Del Toro	670 Tangelo Circle SW	Vero Beach	FL	32968	772-492-9708
Caroline Murray	6155 NW 40th St	Coral Springs	FL	33067	754-229-8249
Take Me On a Cruise	13441 Falcon Pointe Dr	Orlando	FL	32837	321-236-7579
Peter & Janet Pacheco	4201 Palm Ave, St 2DD	Hialeah	FL	33012	305-731-2404
AL Mejia	13231 SW 85 Terrace	Miami	FL	33183	305-385-1806
Traveldealplanners.com	1000 NE 86 Street	Miami	FL	33138	305-517-3866
Uma Charana	2185 Mallard Creek Circle	Kissimmee	FL	34743	407-483-7723
Donna Ostroff	9643 Isles Cay Dr	Delray Beach	FL	33446	561-270-3084
Marc McCorkle	3286 Fawnwood Dr	Ocoee	FL	34761	407-990-1905
Dream-Journeys/Cruise Planners Kathe & Marty Kraus	2290 Aaron St, Unit 111	Port Charlotte	FL	33952	518-772-2313
Kassidy Gala Travel	1609 E 5th Ave, Apt 1	Tampa	FL	33605	917-319-8492
Mario Arevalo	2427 Centergate Dr #106	Miramar	FL	33025	786-282-6966
Maru Andrade	11115 Neptune Dr	Cooper City	FL	33026	305-600-0385
Svetlana Dubinsky	20951 - 1 Via Alamanda	Boca Raton	FL	33428	408-306-1363
Alex Sanchez	6401 Main St #103	Miami Lakes	FL	33014	305-602-0476
Cruise Planners Galore	2808 SW 143 Place	Miami	FL	33175	305-428-2315
Andy & Lilly Popick	11735 Greenbrier Lane	Coral Springs	FL	33071	954-227-2844
Funderful Travel	4505 Coquina Ave	Titusville	FL	32780	321-747-0595
Stephanie Gomez	10238 SW 55 Lane	Cooper City	FL	33328	954-399-7565
BluewaterCruisePlanners	1107 Key Plaza #316	Key West	FL	33040	305-954-0290
Lori Osgood	8290 Gate Pkwy W, Unit 1013	Jacksonville	FL	32216	904-482-3996
Steven and Lisha Harris	503 E Jackson St, #331	Tampa	FL	33602	904-304-0197
J. Anna Conway	4260 Central Sarasota Pkwy, #215	Sarasota	FL	34238	941-870-0691
Tara's Travel	1560 NE 128th St	North Miami	FL	33161	786-615-2180
Astrid Hurtado	11859 Gennaro Lane	Orlando	FL	32827	407-212-9872
Dino Pomeran	2753 S Oakland Forest Dr, #101	Oakland Park	FL	33309	954-530-6162
Diana Buser	12564 NW 10th Pl	Sunrise	FL	33323	954-314-7580
O.N.I Travel & Events LLC	993 NE 3rd Ave	Homestead	FL	33030	786-504-3078
Wishful Cruises, LLC	332 Launenburg Lane	Ocoee	FL	34761	407-558-9927
Tiffany Howard	6919 W Broward Blvd	Plantation	FL	33317	954-780-7185
Sasha Espada	3240 Park Branch Ave	Clermont	FL	34711	407-614-8574
Sylvette Miller	15155 W Colonial Drive #783353	Winter Garden	FL	34778	407-573-2350
Joanne LaFauci	1731 SE 15th Street, #310	Ft Lauderdale	FL	33316	954-417-3777
Allison Hardwick	2310 Tegner Dr	Jacksonville	FL	32210	904-330-0654
Robert Anastasov	Apt 418 19390 Collins Ave	Sunny Isles Beach	FL	33160	954-338-0987
Faye Campbell	9773 Darlington PL	Cooper City	FL	33328	954-232-8170
Lisa Hoffman	1813 Senegal Date Drive	Naples	FL	34119	239-593-5235
CRUISE CLUE	6241 Willoughby Cir	Lake Worth	FL	33463	561-755-5400

Franchise Name	Address	City	State	Zip	Phone
John Layton	1036 Delaney Ave	Orlando	FL	32806	407-456-0825
Isaie -Jean Bouhadana	9801 Collins Ave #8W	Bal Harbour	FL	33154	305-801-0598
Patti Steele	10749 NW 12th Manor	Plantation	FL	33322	954-999-5828
Bobby Smith	365 SW Angela Terrace	Lake City	FL	32024	904-334-4280
Joel Greenfield	11058 NW 38 St	Sunrise	FL	33351	954-218-0477
Carmen O'Reilly	7420 Johnson Street	Hollywood	FL	33024	954-422-3606
Maria Serrano	8771 SW 64 Ct	Miami	FL	33143	786-479-2767
Julie Osinski	9511 NW 42 Ct	Coral Springs	FL	33065	954-752-6674
Yvon Alexis	3225 Hiatus Road	Sunrise	FL	33345	954-916-7794
Cheryl Armstrong	308 S Orleans Avenue, Unit 2	Tampa	FL	33606	813-404-9025
O'Neal Cruise Vacations	700 W Sugarland Hwy	Clewiston	FL	33440	530-386-8085
Stick To Cruises	4839 SW 148th Ave #329	Davie	FL	33330	754-300-1087
Orange Excursions	59 Greens Rd	Hollywood	FL	33021	954-417-8818
Jan Gallo	377 NW Shoreview Dr	Port St Lucie	FL	34986	772-785-9975
Dihanne Sherman	000 anywhere st.	Ocoee	FL	34761	407-687-8415
Kristin Garcia	521 NE 11th Ave	Pompano Beach	FL	33060	954-263-4565
Mary Casamento	3495 Exeter Court	Orlando	FL	32812	407-610-2279
Cruise Planners - Mylene Gibbs	3230 NW 111 Ave	Coral Springs	FL	33065	954-839-8708
Ken Bourg	2234 N Federal Hwy, #401	Boca Raton	FL	33431	561-705-9924
Nancy Kelley	3936 S Semoran Blvd Ste #278	Orlando	FL	32822	321-240-6143
Brenda Sweigard	2182 SE Grand Dr	Port Saint Lucie	FL	34952	561-651-9604
Together Forever Cruise	3594 Beaumont Loop	Spring Hill	FL	34609	813-333-2747
Craig Nisbett	1207 Hampstead Ln	Ormond Beach	FL	32174	386-310-8646
Araceli Paris	250 Congress Park Dr, #301	Delray Beach	FL	33445	914-629-9008
The Travel Tiger	18151 NE 31st Ct, Ste 807	Aventura	FL	33160	305-615-1800
Lyla Rodriguez	8319 SW 107th Ave, Ste B	Miami	FL	33173	786-254-7091
Lynda Loethen	2302 Sw 18th Street	Cape Coral	FL	33991	239-558-5190
Michael O'Connor	1243 SW Squire John's Lane	Palm City	FL	34990	772-597-5415
Alison Ferguson	11018 Galway Isles Court	Windermere	FL	34786	407-258-9000
Kathi Waldhof	7901 Hispanola Ave #1906	North Bay Village	FL	33141	917-280-6506
Amber Moltimore	8744 NW 1st Street	Coral Springs	FL	33071	954-899-0032
Nadine Kirkland	15291 SW 20th Stree	Davie	FL	33326	954-577-2585
Let's Travel Today	2180 Malaga Ave	Spring Hill	FL	34609	352-610-9696
Leonard Reyneke	443 John Ringling Blvd	Sarasota	FL	34236	941-404-4773
Darlene Sam	612 Tradewinds Drive	Deltona	FL	32738	407-878-1120
Sandra Fontaine	7630 SW 163 Place	Miami	FL	33193	786-239-7649
Milestone Cruising	10152 W. Indiantown Rd, #200	Jupiter	FL	33478	561-935-9514
Yolanda Pena	15378 SW 14 St	Miami	FL	33194	305-400-8501
Debbie Wilson	5420 - Eagles Point Cr, Unit #404	Sarasota	FL	34231	941-922-6594
Candy Lindsay	1521 Alton Road #550	Miami Beach	FL	33139	305-600-3093
Clarona Williams	18331 Pines Blvd #194	Pembroke Pines	FL	33029	954-880-1188
Peggy Andrews	1211 SW 129 Way	Davie	FL	33325	954-604-2344
K2	780 NE 69th St #1908	Miami	FL	33138	305-713-9529
Nancy Lackups	1565 Mira Vista Cir	Weston	FL	33327	203-258-7291
Pamela Agard	290 Blue Spruce Trail, Ste 100	Lilburn	GA	30047	678-380-9793
Isaiah and Deborah Banks	Deborah Banks, 4544 Mossey Dr	Lithonia	GA	30038	678-799-2318
Martin Clure, MCC	1353 Riverstone Pky -#120	Canton	GA	30114	770-704-7639
Georganne and Rick Dougherty	1595 Cabin Creek Trail	Griffin	GA	30223	678-481-7476
Michael Consoli, ECC	885 Woodstock Road, Suite 430 #351	Roswell	GA	30075	770-650-7667
Jennifer Gaar	3410 Slater St	Cumming	GA	30041	803-865-8840
Mike Gelman	1823 Tree Park Circle	Flowery Branch	GA	30542	770-965-7441
Michael Herman	1845 Tribble Ridge Dr	Lawrenceville	GA	30045	586-322-8953
Gary & Linda Jones	1735 Buford Hwy, Suite 215-159	Cumming	GA	30041	770-844-0710

Franchise Name	Address	City	State	Zip	Phone
Kathy Lunceford, CTC, ACC - Kathy's Cruises & Alaska Travel	1081 Cedar Ridge Lane	Greensboro	GA	30642	706-467-2612
Ann Pastorello	4018 Bramble Court	Marietta	GA	30062	770-971-4776
Gayle Peavy	111 Pinetree Drive	Macon	GA	31211	478-746-9527
Tony Randall	262 S Mountain Brooke Way	Ball Ground	GA	30107	678-454-4444
Jenny Reed	5625 Twelve Oak Drive	Cumming	GA	30028	678-947-5115
Ronnie & Susan Sevin	421 Billings Farm Drive	Canton	GA	30115	770-704-1991
Toni Wochek	751 Hambrick Dr SW	Lilburn	GA	30047	770-491-3097
Cruise Planners-Yates	1730 Tuftstown Court	Snellville	GA	30078	678-478-0691
EbyCruising	3661 Cape Lane	Conyers	GA	30013	770-648-7988
Dixie Harper	466 Tallwood Dr	Stone Mountain	GA	30083	404-294-8787
WLittle Cruise Planners	240 Greensboro Highway	Eatonton	GA	31024	706-473-1010
Kelly Robertson	201 Glenbrook Lane	Canton	GA	30115	678-907-3377
Blue Sail Cruises & Travel	1640 Distribution Drive, #4110	Suwanee	GA	30024	229-228-0321
Wendy Duffy	3608 Belgray Dr NW	Kennesaw	GA	30152	678-881-9218
Kim Wilbanks	1182 Glenridge Place, NE	Atlanta	GA	30342	404-252-1008
Cruise Planners of Savannah	1 Captain Browns Way	Savannah	GA	31411	912-349-1124
Sharon Cunningham	125 S Main St, Suite A	LaFayette	GA	30728	706-638-2669
Steve & Barrett Hart	732 Brookshade Parkway	Milton	GA	30004	770-558-4767
See and Stay Travel	415 Morgan Falls Road, #7306	Sandy Springs	GA	30350	770-698-0010
Pat Goode	160 Collins View Court	Lawrenceville	GA	30043	770-945-6920
Eden Cruise Planners	2451 Cumberland Pkwy, Ste 3200	Atlanta	GA	30339	770-710-9720
C The World Cruises	212 Gold Valley Crossing	Canton	GA	30114	678-574-5789
Deb & Jenny at Sea Escapes Cruise Planners	5820 Ettington Dr	Suwanee	GA	30024	770-205-8667
Bob Meredith	3460 Kinsboro Rd Suite 311	Atlanta	GA	30326	404-565-0346
Kathy Greenstein	1465 Highland Lake Drive	Lawrenceville	GA	30045	770-789-6918
Atlanta Cruise and Travel, LLC	5805 State Bridge Rd, Ste G202	Johns Creek	GA	30097	678-226-9338
Karen Edwards	675 Winnmark Drive	Roswell	GA	30076	404-786-7768
Donald Lanier	318 Pebble Dr	Rincon	GA	31326	912-225-3887
Richard Tavernaro	5114 Chipping Dr	Acworth	GA	30101	404-863-9188
Mone Sharpe & Etta Ford	105 Fernway Drive	Fayetteville	GA	30214	678-974-3267
Mark Thomas	3815 Tamiami Trail	Cumming	GA	30041	770-856-7148
Justine's Cruise and Travel	2122 Jockey Hollow Drive NW	Kennesaw	GA	30152	770-424-3875
Mike and Rhonda	2613 Oak Ridge Dr	Rocky Face	GA	30740	706-980-5758
Motley World Travel (inactive)	5900 Dodson Rd	Union City	GA	30291	770-892-7563
Lori Callaway	4080 Oregon Trail	Martinez	GA	30907	706-723-9969
Jack Gerlich	6015 State Bridge Rd #2203	Duluth	GA	30097	770-622-0312
Wanna Travel	5458 Spelman Dr SW	Atlanta	GA	30331	404-919-9815
Dalmatian Travel	165 Paces Landing Trace	Newnan	GA	30263	770-253-3363
Pedro Martinez	239 Lendon Ln	Lawrenceville	GA	30043	770-299-1025
Crystal Clear Cruising	7421 Douglas Blvd Ste N 177	Douglasville	GA	30135	678-426-8360
Kathy Faisal	701 Overlook Pointe	Woodstock	GA	30189	678-445-5235
Sheila Duff	8245 Knollbrook Lane	McDonough	GA	30253	678-759-1239
Donny Edwards	73 Townview Dr	Alpharetta	GA	30022	770-643-0494
Derrick Franklin	2924 Clairmont Rd NE Ste 696	Atlanta	GA	30329	760-972-8387
Elaine Bylos	4017 Bramble Court	Marietta	GA	30062	770-265-7034
Martine Hart	860 Peachtree St NE, Unit 811	Atlanta	GA	30308	404-961-3695
Atlanta Travel Partners	2090 Dunwoody Club Dr Ste 106-233	Atlanta	GA	30350	770-722-4235
John Milazzo	3913 Ardsley Drive	Marietta	GA	30062	678-261-7726
Michael Murphy	3142 Seneca Farm Ln	Buford	GA	30519	770-614-7697
Cardelia Reid	203 Brunswick Dr	Tyrone	GA	30290	678-920-7997
Cathy Lamm	3751 West Lake Drive	Augusta	GA	30907	706-869-4465

Franchise Name	Address	City	State	Zip	Phone
Jason Thompson	1971 Sandcreek Dr SW	Atlanta	GA	30331	770-212-2218
The Savvy Cruiser	855 Peachtree St, Unit 1714	Atlanta	GA	30308	404-865-1266
Trips by Cruise Planners	315 Creekview Ter	Alpharetta	GA	30005	770-904-9774
Dani Todd	405 Tea Olive Court	Canton	GA	30115	404-382-0167
Lori Brown	150 Woodlake Dr	Newnan	GA	30265	678-552-9291
Christine Camara	4929 Puuwai Rd	Kalaheo	HI	96741	808-635-3283
Aloha Travelers	1288 Ala Moana Blvd #29B	Honolulu	HI	96814	808-591-6655
Nanci Olson	73-4367 Hulilau Street	Kailua Kona	HI	96740	808-238-5826
Terri Rock	731 W 9th Street S	Newton	IA	50208	641-831-8250
Unravel Ur Travel	1402 Hwy 224 S, PO Box 66	Kellogg	IA	50135	641-526-3272
Jamie Christenson	665 Bermier Drive	Marion	IA	52302	319-373-8429
Cruise Planners	13451 N Calico Meadows Rd	Hayden Lake	ID	83835	208-762-9544
Tway Travel Company	6126 W State St. Ste 101	Boise	ID	83703	208-853-0891
Doug Lambuth	6461 Plantation Ln	Boise	ID	83703	208-841-1641
Susan Apt	25940 South Governors Hwy PO Box 70	Monee	IL	60449	708-534-7447
Jim Carter	5127 N Central Park Ave	Chicago	IL	60625	847-401-3326
Debbie Ford	104 Gray's Court	Oswego	IL	60543	630-820-7079
Katharyn Houke-Smith, CTE, CTC, FC	4427 S. Greenwood Ave	Chicago	IL	60653	773-548-4629
Ken Klacza	7813 Knottingham Lane	Downers Grove	IL	60516	630-969-8700
Debra Pohlod	711 N. Harrison St	Streator	IL	61364	815-673-2342
Kim Riemer, ACC	824 Wedgewood Court	Lindenhurst	IL	60046	224-267-0095
Sanno Fe Inc	26401 West Vista Court	Ingleside	IL	60041	847-740-3880
David Whelchel, MCC	976 Dunhill Rd	Grayslake	IL	60030	847-548-4295
World Wide Wonders Travel	1515 W Estes Ave	Chicago	IL	60626	773-837-5544
Rose O'Brien	620 Blackberry Ridge Dr	Aurora	IL	60506	630-340-5180
Amelia Picatto	1205 Waverly Dr	Collinsville	IL	62234	618-530-3119
O'Connell Cruise and Travel	3232 N Paris Ave	Chicago	IL	60634	773-962-1609
Eva Walker	292 E Hunters Way	Hainesville	IL	60030	847-548-8011
Paula Salouras	4305 Mumford Dr	Hoffman Estates	IL	60192	847-489-8898
Barbara Hall	4800 S Lake Shore Dr #2610s	Chicago	IL	60615	773-213-4840
Darla Logsdon	3272 E 1000 North Rd	Stanford	IL	61774	309-824-6834
Frantastic Vacations	1170 Edington Ct	Carol Stream	IL	60188	630-917-3726
Sherry Bailey-Schutt	6812 W Keeney Street	Niles	IL	60714	224-406-7496
Anita & Larry Filipek	1658 N Apache Dr	Naperville	IL	60563	630-305-9010
Herb Worker	905 Westview Dr	Springfield	IL	62704	217-546-3522
Marty Battle	7312-9 Winthrop Way	Downers Grove	IL	60516	630-964-0600
On Board Trips, LLC	2601 Rosehall Lane	Aurora	IL	60503	630-907-7749
Jensen Travel, Inc.	5450 Waters Bend Drive	Belvidere	IL	61008	815-580-4441
ParkGopher Vacations	921 Shagbark Rd	New Lenox	IL	60451	678-278-9210
Sheila McPherson, ACC	2206 N Main St, Ste 109	Wheaton	IL	60187	630-233-9553
Cloud 9 Vacations	1164A Woodridge Drive	Sugar Grove	IL	60554	630-466-3535
Toni & Mike Czynewski	138 S Pleasant Ave	Bloomington	IL	60108	312-379-5610
Karen Harris	4846 S Evans Ave	Chicago	IL	60615	847-814-2037
Travel by JW Trestrail	27w372 Hodges Way	Winfield	IL	60190	630-473-0391
Terry Granahan	532 Waterford Drive	Oswego	IL	60543	630-554-8491
Cory Heine	237 Foxford Drive	Cary	IL	60013	847-879-1163
Kathryn Carroll	17616 Kelsey Lane	Orland Pk	IL	60467	708-995-5218
David J. Chellberg	18975 W State Line Road	Antioch	IL	60002	847-838-9876
Kathy Collins	7025 South Collins Lane	Leavenworth	IN	47137	812-739-2800
Paul R. Cox	3379 Yorkshire Drive	Greenwood	IN	46143	317-534-5144
Larry & Nancy Harris	1920 Mystic Bay Court	Indianapolis	IN	46240	239-246-4004
Bob Johnston	12656 Crescent Drive	Carmel	IN	46032	317-848-1169

Franchise Name	Address	City	State	Zip	Phone
Jennifer & Phil Klingsmith	2201 W 79th Street	Indianapolis	IN	46260	317-875-7526
Rita & Rex Millhouse	11068 N Quiet Water Circle	Monticello	IN	47960	574-965-2527
Cruise Planners- Peaper	4305 Bluff Road	Indianapolis	IN	46217	317-780-0840
Cruise Planner Vacations	8206 Rockville Rd, Suite 127	Indianapolis	IN	46214	317-968-9208
Destinations By Dixie, Inc	13890 Rue Royale Lane	McCordsville	IN	46055	317-863-5160
Doug Dykstra	3203 E Mattatha Drive	Bloomington	IN	47401	812-345-7971
Live Your Dreams Travel ---Vern & Jean Sikora	11335 Valley Dr.	St John	IN	46373	219-390-2443
Carol Martin	10347 N Twin Oaks Road	Monrovia	IN	46157	317-996-4689
Dorothy Granger	3211 N Valleyview Dr	Bloomington	IN	47404	812-345-4264
Cruise Planners ~ Neverland Adventures Travel	10607 Sienna Drive	Noblesville	IN	46060	317-776-1733
Marcia Rice - St.John Cruise Planners	9561 Renaissance Dr	St John	IN	46373	219-440-8122
Mike & Jenifer Laver	753 Willow Ridge Ct	Plainfield	IN	46168	317-838-9741
Timeless Travel	1277 North 400 East	Anderson	IN	46012	765-298-9243
Lanae Juffer	6996 Stonewick Dr	Newburgh	IN	47630	812-858-3889
Chris Sickels	3429 Montgomery Dr	Indianapolis	IN	46227	317-882-9000
Kim Lyons-Darding	3200 E State Road 47	Lebanon	IN	46052	765-325-2589
Mike Witt	4423 W Maefield St	Bloomington	IN	47404	812-345-8110
Steven & Kelly Brouwer	936 N Lakeview Drive	Lowell	IN	46356	219-688-1122
Bill Burton Cruiseplanners	304 E Lincoln St	Kentland	IN	47051	219-964-4599
David Eplion	1124 Silver Hills Ln	New Albany	IN	47150	812-945-4782
John Monteith	7399 N Shadeland Ave #167	Indianapolis	IN	46250	317-695-6154
Reba- Byron Chrisler	106 S Ashley Park	Wichita	KS	67209	316-729-7373
Sydney J. Hosking, MCC	7508 Westgate St.	Lenexa	KS	66216	913-962-7555
You Go Cruising	10308 State Line Rd #600	Leawood	KS	66206	913-909-6410
Kaleidoscope Travel	7525 Hemlock St	Overland Park	KS	66204	913-825-3424
Cruise Planners of the Midwest, LLC	418 S. Bluff St.	Enterprise	KS	67441	785-477-1559
Patti Lamping	520 W. 103rd Street	Kansas City	KS	34114	913-661-9000
Lynna Goldsby	8041 Hall Street	Lenexa	KS	66219	913-599-5999
Cyndi Morris	7801 Rock Creek Drive	Ozawkie	KS	66070	785-484-2050
Ken Maine	1603 N Woodridge Court	Wichita	KS	67206	316-243-5131
Wendy Bos	3314 N Grey Meadow Ct	Wichita	KS	67205	316-558-1076
Jeanette Esposito	11400 W 166th Street	Overland Park	KS	66062	913-322-6380
Susan Bell	1301 1/2 N Monroe	Hutchinson	KS	67501	417-449-7345
Heidi Coffee	126 Dunn Circle	Georgetown	KY	40324	502-316-4449
Brenda Daisey	8505 Shepherdsville Rd	Louisville	KY	40219	502-742-4505
Dave & Glenda Russell	4302 Forest Bend Place	Louisville	KY	40245	502-243-0553
Cruise Planners ~ By Sea or Land	10702 High Grove Place	Louisville	KY	40223	847-639-0419
Trips to Cherish	2220 Nicholasville Rd, Ste 110-228	Lexington	KY	40503	859-309-6229
Adrienne Gordon	1226 Edgebrook Ct	Florence	KY	41042	412-897-4808
Mike Collins	370 Cobb Ford Rd	Irvine	KY	40336	859-625-8708
Terrie Little - Land and Cruise Specialist	2915 Raven Ct	Louisville	KY	40220	502-795-7673
Cruise Planners	875 Cole Court	Covington	LA	70433	985-249-7880
Adrian & Alice Wallace	281 Debra Lane	Lake Charles	LA	70611	337-217-9558
Adventures In Leisure LLC	42554 Pumpkin Center Rd # 4	Hammond	LA	70403	985-974-0109
Val LeBlanc	3453 S Caroldale Rd, C16	Paulina	LA	70763	225-286-9447
4T Cruise & Travel Planner	1215 Gallier St	New Orleans	LA	70117	504-418-1606
Fleur de lis Vacations LLC	7500 Jonlee Dr	New Orleans	LA	70128	504-245-2411
Jeffrey Foss	2829 Long Lake Drive	Shreveport	LA	71106	318-510-6855
John Andracki	4845 Lake St. PMB# 221	Lake Charles	LA	70605	337-274-5610

Franchise Name	Address	City	State	Zip	Phone
Rainbeaux Cruises	31110 Blossom Street	Denham Springs	LA	70726	225-243-4652
Tyra Brown	57630 Highway 445, Box 51	Husser	LA	70442	504-300-9652
Jason E. Ebey	906 Ebey Street	Coushatta	LA	71019	318-317-1177
Carrie Crouch	31 Moody Street	North Andover	MA	01845	978-683-3926
Linda Ford, MCC	391 Liberty St, PO Box 1155	Hanson	MA	02341	781-294-2240
Lisa and Tim Messing	286 Highland Ave	Quincy	MA	02170	617-750-6420
Allison Read & Rick Carlson	100 Powdermill Road, PMB 250	Acton	MA	01720	978-263-7795
Eugene Reilly	735 Harrison Ave, W106	Boston	MA	02118	212-686-4828
Carol Rice, MCC	400 Boston Post Rd., Suite 2A	Sudbury	MA	01776	978-218-2700
Valerie R. Smith	86 Victoria Lane	Fitchburg	MA	01420	978-549-3049
Ramon Rivera	171 East St, Apt 274F	Methuen	MA	01844	617-288-0077
Peggy Dawson, ACC	60 Thoreau Street, Suite 177	Concord	MA	01742	978-460-5642
Nicholas and Sondra Flannery	508-436-2418	Avon	MA	02322	508-436-2418
Cruise Planners of Martha's Vineyard	26 Pin Oak Circle, PO Box 878	West Tisbury	MA	02575	508-693-2224
Sheri Richardson	500 Harland Street	Milton	MA	02186	781-571-0144
Nancy Raymond	9 Dodge Lane	Sutton	MA	01590	508-865-4939
Lilia's Cruise Planners	44 Joseph Rd	Newton	MA	02460	617-340-7150
Sharon Melanson	PO Box 426	Westminster	MA	01473	978-265-7485
Cathy LaRosa Sheehan	64 Cliff Ave	Winthrop	MA	02152	617-207-5512
Rhythm~N ~Paradise Travel	47 Melrose Avenue	Brockton	MA	02302	774-417-3007
Coleen Walker	550 Adams Street Suite 312	Quincy	MA	02169	617-237-0697
Julie Sullivan	32 Karen Circle	Holliston	MA	01746	508-275-3125
Chuck Elias	19 South St	South Hadley	MA	01075	413-322-9092
Jennifer Whitaker	400 Squanto Rd	Eastham	MA	02642	0
Luxe Boston Travel & Tourism	70 Glen Rd	Wellesley	MA	02481	781-235-1714
Terry Wint Jr.	24 Craig Dr, Apt B4	West Springfield	MA	01089	413-342-1299
Ebb Tide Travel	131 S Meadow Rd	Plymouth	MA	02360	508-746-4242
TCT Travel	4 Derby St	Framingham	MA	01701	508-258-9768
Kim Kossmann	316 Silver Hill Rd	Concord	MA	01742	978-254-1810
Wendy Cushing	341 Old Plymouth Rd	Sagamore Beach	MA	02562	508-888-1203
Dale F. Arroyo, MCC	4009 Montpelier Road	Rockville	MD	20853	301-924-6222
Amy Baker	P.O. Box 740	Charlotte Hall	MD	20622	301-884-4500
Paula Belletiere	204 Bertram Circle	Glen Burnie	MD	21060	410-761-3554
Judith Coombs-Haylett	4817 Ellicott Woods Lane	Ellicott City	MD	21043	410-418-5934
Karen McKinney, ACC	1205 Beechwood Dr	Frederick	MD	21701	301-696-1611
Monique Minnick	3437 Daisy Pl, Unit E	Waldorf	MD	20602	540-650-5334
Elite Planners Unlimited, Inc.	8804 Creekway Drive	Clinton	MD	20735	301-856-6933
Gloria Turner	4301 Townsley Ave	Temple Hill	MD	20748	301-702-4870
Barb Cline	6738 Ford Road	Frederick	MD	21702	240-575-5966
Elite Cruises and Travel	212 McKinsey Rd	Severna Park	MD	21146	610-459-1181
Carol Yorkgitis	904 Heatherfield Ln	Millersville	MD	21108	410-353-3182
Modern Luxury Vacations	1013 Heartfields Drive	Silver Spring	MD	20904	301-622-2176
Angela Brumbaugh	11302 Marlboro Ridge Rd	Upper Marlboro	MD	20772	240-206-6500
Donna Sacco	21300 China Astor Ct	Germantown	MD	20876	240-654-7145
Tony Lobuglio	4457-1 Maple Lane	Andrews AFB	MD	20762	301-599-0903
Robin Storms	7527 Main St, Apt 3	Sykesville	MD	21784	301-310-4662
Annapolis Travel Services	133 Defense Hwy, Suite 101	Annapolis	MD	21401	410-774-1023
Columbia Cruise Planners	9125 Carriage House Lane	Columbia	MD	21045	410-740-0184
James Oxley	8506 Wendy St	Clinton	MD	20772	202-590-8926
Sole on the Sea	2732 Cassedy Street	Silver Spring	MD	20910	240-424-0182
Premier Travel Unlimited	5508 Willow Grove Ct, Ste 101	Bowie	MD	20720	301-464-9636
Pam Biller	1301 Yord Rd Suite 400	Lutherville	MD	21093	410-825-1400
Leslie Baker	13 W Pennsylvania Ave	Walkersville	MD	21793	240-415-0978

Franchise Name	Address	City	State	Zip	Phone
Casey Coven	840 Mission Valley Lane	Annapolis	MD	21401	443-852-1330
John & Bonnie Reeder	2905 Pebble Beach Dr	Ellicott City	MD	21042	410-680-8980
Jeanne Mirisola	8 Stoney Brk	Cape Neddick	ME	03902	207-361-1611
Escapology Travel	19 Cox Rd	Verona Island	ME	04416	207-852-4145
Bart Currie	630 Bradford Road	Charleston	ME	04422	207-631-8941
Dale Borske ACC	2834 Booth	Au Gres	MI	48703	989-781-6026
Rose City Cruises, Inc	501 S. Rosewood Dr	Jackson	MI	49201	517-764-7400
Caryl Olson, MCC	1326 Margaret Place	St. Joseph	MI	49085	269-982- 0901
Carol & Dick Schraeger	184 Streamview Dr.	Troy	MI	48085	248-680-8990
Sarah White	4310 N Henderson Rd	Davison	MI	48423	810-496-3848
Ray Brown Travel	8195 Halfway Drive	Brighton	MI	48116	810-299-2337
Laura Wake, ACC	531 Kendry Ave	Bloomfield	MI	48302	734-464-0866
Ann Marie Vis	6510 Tamarack Drive	Troy	MI	48098	248-250-9507
Marta Warren	P O Box 94	Richland	MI	49083	269-532-5700
DanLi Cruise Planners	39645 Rambler Dr	Sterling Hts	MI	48313	586-822-5705
Jen Akers	2678 Treeline Dr	East Leroy	MI	49051	269-420-1624
Horizon Cruise Planners	303 - 3D Manzana Ct	Walker	MI	49534	616-204-0812
EzTravel	203 Community Drive	Battle Creek	MI	49014	269-966-3111
Premier Cruise Planners	9860 Summerfield Road	Temperance	MI	48182	734-224-0113
Cathy Bilinski	26681 Rose Dr	Flat Rock	MI	48134	734-789-7165
Youngmi Hur	2439 Westgate Ct	Canton	MI	48188	734-905-7936
Sasha's Cruises	38787 Vallley View Drive	Romulus	MI	48174	734-494-1264
Cinzia Bucci	24609 Cavendish Ave E	Novi	MI	48375	248-880-6419
Rita Roman	4114 Sherwood Cir	Canton	MI	48188	734-276-0362
Gabrielle Elswick/ Carrie George	7124 Myers Dr	Davison	MI	48423	810-407-9071
Gerald Schommer	484 Rimrock Drive	Apple Valley	MN	55124	952-997-7816
Kathy Lockner	1011 Maple Street	Northfield	MN	55057	507-645-3172
Dahl Travel	PO Box 306	Scandia	MN	55073	651-433-2770
Jaine Nelson	3456 Fairfax Lane	Woodbury	MN	55129	651-785-5157
Snyder Travel	2370 7th St SW	Buffalo	MN	55313	763-682-6734
Book It With Teddy	7400 Hwy 7, Apt 208	St. Louis Park	MN	55426	208-598-2207
Terri Anderson	2851 - 113th Ave NW	Coon Rapids	MN	55433	612-801-3643
Cruise Our Way and Travel	17180 Mallard Ct	Eden Prairie	MN	55346	952-681-2232
Lori Schmidt	8476 Jorgensen Ave S	Cottage Grove	MN	55016	651-348-7708
Debbie Rowe	9325 Ogden Ave NE	Otsego	MN	55330	763-241-8846
Lisa Helmer	7060 Jamaca Ave	Stillwater	MN	55082	651-303-7482
CP Dream Vacations Daron & Lori Stenvold	3999 Hwy 18	Isle	MN	56342	763-634-5005
Cruise Planners MN	9798 Crestwood Terrace	Eden Prairie	MN	55347	952-405-9387
Blue Marble Escapes Inc	6439 - Evergreen Lane N	Maple Grove	MN	55369	763-400-6797
www.hav2cruise.com	16657 E. 23rd St. #364	Independence	MO	64055	816-796-9400
Karen Robinson	793 Winn Road, Ste 6A	Osage Beach	MO	65065	573-348-2833
Chris Yoest	265 Bud Street	Sullivan	MO	63080	573-860-7474
Marita Domingo	11815 Wexford Place Dr	Maryland Heights	MO	63043	314-344-1959
Sandy Nelson	1813 N.E. 83rd Street	Kansas City	MO	64118	816-808-8345
Sweeney's Travel	4429 NW Indian Ln	Riverside	MO	64150	816-214-5554
Eileen Monaghan	15049 Claymoor Ct, Unit 4	Chesterfield	MO	63017	636-527-5252
Stacey Witte, ACC	2518 Lemay Ferry Rd, Ste #1106	St Louis	MO	63125	314-282-7245
KC Cruise & Travel Group	6324 N. Chatham #293	Kansas City	MO	64152	816-741-5745
Semo Cruise Planners	H.C. 4 Box 473	Doniphan	MO	63935	573-996-2427
Twin Island Travel	111 Watson Lane	Blue eye	MO	65611	417-294-7171
Corey Wright	198 E Lake Dr	Cape Girardeau	MO	63701	573-271-2117
Gerri Lawhon	1205 SW Graystone Dr	Grain Valley	MO	64029	816-824-2807
Heart's Journeys LLC	211 Firefly Lane	Fair Grove	MO	65648	417-329-5111

Franchise Name	Address	City	State	Zip	Phone
Larry Yeagley	3733 NE Chapel Drive	Lee's Summit	MO	64064	816-251-4520
Gail McLeod	14265 Manderleigh Woods Dr	Town & Country	MO	63017	314-786-5720
Rick DeClue	1059 Arlington Dr	St Charles	MO	63303	636-266-0708
Debbie Goode, ECC	9 Lakeview Drive	Raymond	MS	39154	601-871-1114
Yolanda Sue Miller/ Thomas Osbey	309 Jackson Ave	McComb	MS	39648	719-694-3777
Chip and Jill Hutchison	142 Cambridge Cove	Clinton	MS	39056	601-750-9050
Beach Umbrella Travel LLC	206 Hunters Ridge Drive	Clinton	MS	39056	601-497-9990
Michele Dixon, MCC	527 North Oak Drive	Huntersville	NC	28078	704-947-5522
Dara D. Gomm	1600 Riverpointe Drive	Charlotte	NC	28278	954-755-2796
Jenny Hollinger	24 Cheltenham Drive	Clayton	NC	27520	703-346-1256
Laura Losito-Forde	8206 William Wallace Dr.	Summerfield	NC	27358	336-209-6444
Jodi Moore, Travel Consultant	448 Hwy 64W, Ste 2, PO Box 2429	Cashiers	NC	28717	561-707-2783
Ruth & John Shaw	101 High Point Dr	Lake Lure	NC	28746	828-625-0224
Madelyn Tyson	133 Buffalo Trail	Asheville	NC	28805	704-445-7001
Jodi Moore	448 HW 64W	Cashiers	NC	28717	561-352-7535
Jack and Michelle Knochel	1535 April Knoll Ct	Huntersville	NC	28078	704-464-7175
ShipAhoy Cruise Planners	15728 Polonius Ct	Huntersville	NC	28078	704-896-5724
Jennifer Perugini	1024 Skymont Dr	Holly Springs	NC	27540	919-659-1099
Bob Parker	2205 Harding Place	Indian Trail	NC	28079	704-241-9685
Nancy Rathbone	137 Main Street	Canton	NC	28716	828-564-1314
Cheryl Darwell	612 McLendon Hills Dr	West End	NC	27376	910-673-7245
MaryAnn Fowlkes	12035 Olympic Club Drive	Charlotte	NC	28277	704-845-9289
Jan McDiarmid	6098 Baggage Master Court	Greensboro	NC	27455	336-790-8911
Ted Engborg	7791 Rock Meadows Trail Ct	Denver	NC	28037	704-483-8578
Melanie Raia	112 Oxford Creek Rd	Cary	NC	27519	919-234-3984
Brenda's Travel	610 Saddle Ridge Avenue	Durham	NC	27704	919-471-4513
Smooth Sailing Cruises	512 Old Dutch Rd W	Indian Trail	NC	28079	704-604-2992
TLP Cruises	8651 Edinburgh Square Dr	Cornelius	NC	28031	704-765-1450
Cruise Planners	1014 Wind Lake Way	Leland	NC	28451	910-833-8020
Rhonda & Michael Bliley	788 Carson Road	Gastonia	NC	28052	704-864-1428
Bill Macpherson	PO Box 581	Wrightsville Beach	NC	28480	910-399-3172
Jamie P. Milligan	324 Bountywood Dr	Apex	NC	27539	919-629-4086
Jeremiah Chauvigne & Alexis Stokes	8819 Norway Ct	Charlotte	NC	28269	704-948-6969
Tammy and Eric Overcash	2205-K Oak Ridge Rd, Suite 100	Oak Ridge	NC	27310	336-708-0828
Mara Rancati	2909 Southern Trace Drive	Waxhaw	NC	28173	704-491-8852
Julie Ann Dunham	1541 Squire Davis Rd	Kernesville	NC	27284	336-905-8755
Dana Finley	7427 Matthews Mint Hill Rd, Ste 105-111	Mint Hill	NC	28227	704-877-4647
Charisse and Kevin Carter	7749 Orchard Park Circle	Harrisburg	NC	28075	704-454-5332
Graham Travel Agency	1751 8th St Dr NE, Apt B	Hickory	NC	28601	828-855-9029
Eric Muhltnr	405 Galesburg Dr	Monroe	NC	28110	704-322-3677
Cheryl Bramhall	1008 Hickory Hill Road	Papillion	NE	68046	402-592-4448
Cruise Planners - Omaha	17333 Josephine Street	Omaha	NE	68136	402-334-4120
Personal Cruise Planners	17330 W Center Rd Ste 110-356	Omaha	NE	68130	402-934-7477
Dog Days Travel	4330 Quail Lane	Grand Island	NE	68801	308-217-4007
Sea and Shore Travel, LLC	6 Partridge Drive	Wolfboro	NH	03894	603-569-7727
Patricia DiMaggio	14 Destiny Court	Croydon	NH	03773	603-863-1758
Dennis and Linda Williams	PO Box 1557	North Hampton	NH	03862	603-964-7447
Kristy Lacroix	8 Durgin Drive	Newton	NH	03858	603-382-3596
Lori Ravo	6 Woodburn Drive, Apt #4	Litchfield	NH	03052	603-204-5440
Time2Cruise	105 Loudon Rd Bldg #1	Concord	NH	03301	603-513-7828
Denise Canavan	168 Coburn Woods	Nashua	NH	03063	603-459-8238
Nelsa Slaughter	12 Dufault Rd	Moultonborough	NH	03254	603-707-0784

Franchise Name	Address	City	State	Zip	Phone
Sun N Fun	75 Indian Rock Rd	Windham	NH	03087	603-893-1161
Lisa Fait	18 Hobart Hill Road	Brookline	NH	03033	603-930-5561
My Travel Empire, LLC	35 Manchester Road #11A-145	Derry	NH	03038	603-421-0621
Nancy Mills	35 Center Street Unit #10	Wolfeboro Falls	NH	03896	603-569-8937
Teresa Baber	39 Durham Street	Pompton Lakes	NJ	07442	973-626-8729
Carl Bruno	10 Lettie Lane	Wanaque	NJ	07465	973-835-2005
John Cappadona	188 Field Ave	Hasbrouck Hts	NJ	07604	201-393-9049
Lois Ann Cianci	50 Biscay Drive	Flanders	NJ	07836	973-584-3155
Debbie Devine	31 Woodside Drive	Rockaway	NJ	07866	973-983-7647
Roberta Fenska	15 Second Avenue	Haddon Heights	NJ	08035	865-435-4118
CruisePlan.net	555 Ayres Avenue	North Plainfield	NJ	07063	908-769-8998
Christin Jones	492-C Cedar Lane # 112	Teaneck	NJ	07666	800-970-7090
Cruise Planners in Randolph/ Mendham NJ	12 Shadowbrook Way	Mendham	NJ	07945	973-543-5316
Rosemarie Powers	1765 Raleigh Court W, Ste 51A	Ocean	NJ	07712	718-605-4011
Cruise Planners Discounted Travel	Box #49, 8 South Main St	Marlboro	NJ	07746	732-972-4171
Michael Tietjen	445 Marshall Street, Suite 149B	Phillipsburg	NJ	08865	908-453-4307
Anthony Verile	574 Duquesne Blvd	Brick	NJ	08723	732-451-1126
Donna Zegarelli	47 B Edgewood Terrace	Dover	NJ	07801	973-366-9179
Denise & Mike Garone	29 Dora Lane	Holmdel	NJ	07733	732-888-0016
Tapan and Ureka Parmar	82 Oak Street	Old Bridge	NJ	08857	732-641-0166
Sue, Theresa & Patti	Susan Palenik, 681 Stone St	Rahway	NJ	07065	732-381-0111
Maria Tilton	393 Millstone Road	Clarksburg	NJ	08510	732-410-8962
Pauline Finocchio	34 Sunshine Lane	Edison	NJ	08820	732-662-4750
Linda-On Deck Cruises	57 Bear Meade Drive	Hamilton	NJ	08691	609-290-1199
Elizabeth Emory	P O Box 8122	Turnersville	NJ	08012	267-252-4792
Oscar Martins	77 Jabez St	Newark	NJ	07105	973-200-8328
Debra and Richard Lunt	1127 Tamarind Place	Williamstown	NJ	08094	609-238-7321
Megan Klein	31 Peace Rd	Randolph	NJ	07869	862-244-4239
Sylvia Molbury, ACC	10 Troon Dr,	Fredon	NJ	07860	973-940-0202
Jerry Logue	6 Pennington Ct	Delanco	NJ	08075	856-255-5056
Cardinal Tours	270A Wanaque Ave	Pompton Lakes	NJ	07442	973-835-8556
Mindy Gilbert	10 Ascot Place	North Brunswick	NJ	08902	732-418-0819
Monica's Divine Travel	380 Vance Ave	Franklin Lakes	NJ	07417	201-485-7771
Alicia Gonzalez	758 Old Mill Road	Franklin Lakes	NJ	07417	201-485-7769
ABC Family Cruising and Travel - Caryn & Aron	295 Princeton Hightstown Rd, Ste 11-283	West Windsor	NJ	08550	609-750-0807
Bob Mankin	21 Torrey Pines Dr	Monroe Twp	NJ	08831	908-421-3647
Brian Mackey	28 Bohnert Place	Waldwick	NJ	07463	201-857-5088
Voyages and Vacations	1 Orta Ct	Sayreville	NJ	08872	732-238-1932
Howard Bernknopf	1117 Berkeley Ave	Ocean	NJ	07712	732-531-4860
Focus Cruises	29 Short Hills Circle, Apt 1B	Millburn	NJ	07041	908-698-4656
Joyce Caggiano	9 Bridgewaters Drive, Unit #21	Oceanport	NJ	07757	732-267-5965
Jayshri Vyas	67 Denton Ct	Matawan	NJ	07747	732-970-6391
Magic Spell Travel	131 Warwick St	Iselin	NJ	08830	732-404-1687
Chris Taylor	80 Summit Circle	Little Ferry	NJ	07643	201-807-0400
Jessie Joh	395 Cambridge Dr	Ramsey	NJ	07446	201-962-2825
Compass Rose Travel	6410 Madison St	West New York	NJ	07093	201-448-9828
Airsealand Vacation	155 Kearny Ave	Kearny	NJ	07032	201-991-3399
Your Travel Expert , Sande Neske	1166 Milford Warren Glen Rd	Bloomsbury	NJ	08804	908-995-7013
Destination Dreamz	180 Lackland Ave	Piscataway	NJ	08854	732-289-9337
Paul Krause	209 Zabriskie St	Jersey City	NJ	07307	201-918-6806
Amy Dombrowski	24 Kendall Rd	East Brunswick	NJ	08816	732-387-8749
Diane Gagliardo	616 Village Commons	Flemington	NJ	08822	908-905-0555

Franchise Name	Address	City	State	Zip	Phone
Douglas Levy	29 Daniel Drive	Franklin Park	NJ	08823	732-305-8244
Hannah Kercher	1 Lakewood Drive	Mountain Lakes	NJ	07046	201-857-3848
Eve Roman	225 Slocum Way	Fort Lee	NJ	07024	201-694-4028
CruiseWerx	1 Lasalle Ct	Roseland	NJ	07068	973-928-0752
Marc Silver	7106 Atlantic Ave	Ventnor	NJ	08406	609-822-6790
Roseann Leibrock	450 Shrewsbury Plaza #162,	Shrewsbury	NJ	07702	732-741-4303
Tim Krafnick, CMP	461 Ogden Ave	Jersey City	NJ	07307	551-226-3065
Catherine Schwartz	16 Sand Piper Drive	South Amboy	NJ	08879	732-753-9970
Liz Greenberg	10 Hillside Ave	Verona	NJ	07044	862-368-3660
Cruise Planners	22 Rose Avenue	N. Caldwell	NJ	07006	973-521-9030
Lisa Gallina	35 Gorga Place	Twp Washington	NJ	07676	201-419-0819
Splendor Vacations	402 Main Street, Suite 100-108	Metuchen	NJ	08840	732-641-3500
Trinity Cruises	PO Box 464	Atlantic Highlands	NJ	07716	732-872-4541
Mark Boyce	70 Concord Circle	Howell	NJ	07731	732-987-5111
All Your Dreams Travel	260 Burr Street Ext	Barnegat	NJ	08005	754-227-9616
Donna Kanaley	70 West End Ave 6-1A	Newton	NJ	07860	973-862-6517
Kaytee Kostibos	34 Crestwood Drive	Madison	NJ	07940	973-361-1639
Kelly Kirkpatrick	1533 Willys Knight Dr NE	Albuquerque	NM	87112	970-565-8195
Roy Elmore	7 Los Chavez Ave	Edgewood	NM	87015	505-286-4564
Charlie (Betty) Bouchard	1936 Oliver Springs Street	Henderson	NV	89052	702-457-2789
Carole and Keith Criddle	5245 Vista Blvd, #F3 Box 183	Sparks	NV	89436	775-626-0202
Paula Lhotsky	9932 Whalers Landing Ct.	Las Vegas	NV	89117	702-478-7480
Michael Sinn ECC	3425 E Russell Rd , Unit 224	Las Vegas	NV	89120	702-677-4602
Aqua Terra Cruise Planner	15 Graystone Drive	Zephyr Cove	NV	89448	775-580-7304
Aloha Travel Experts LLC	9000 S Las Vegas Blvd, #1061	Las Vegas	NV	89123	541-543-0326
Deborah Diak	9104 Manalang Rd	Las Vegas	NV	89123	702-546-8033
Keith, Elaine & Mark Glantz	9159 November Breeze Street	Las Vegas	NV	89123	702-802-9147
Pete Gripon	4631 Forest Shadow Ave	Las Vegas	NV	89139	702-722-3035
Darin Chong	163 Hickory Heights Ave	Las Vegas	NV	89148	702-421-0720
MVP Destinations	909 Purdy Lodge St	Las Vegas	NV	89138	702-541-4478
Booz Cruiser	4712 Overlook Ranch Street	North Las Vegas	NV	89031	702-956-1900
Janet & Rich Abbott	1256 Clear Pond Lane	Webster	NY	14580	585-545-4451
Tracy & Bruno Bonetti, ACC	18 York Place	Kingston	NY	12401	845-334-9522
Cruise Planners	575 Old Plank Road	Coxsackie	NY	12051	518-444-4722
Sarah Fassett	21 Lonesome Pine Tr	Wilton	NY	12831	518-587-5056
Linda and Steve Conner	2819 Leach Rd.	West Eaton	NY	13484	315-684-7778
George & Karen DeRousie	42 Blummer Road	Pennellville	NY	13132	315-676-2412
Jim Egan	29 Bulson Rd	Rockville Centre	NY	11570	516-608-2231
Sally Eng	35 Boulder Ridge Rd	Scarsdale	NY	10583	914-509-5278
Betty Haas	48 Benson Road	Stormville	NY	12582	845-223-4626
Jayne Halley	36-25 191 Street	Flushing	NY	11358	718-888-2949
Aqua Cruises and Tours Inc	269 Oold Mill Rd	Valley Cottage	NY	10989	845-268-6822
Harry R Hicks	1232 Route 20, PO Box 98	West Lebanon	NY	12195	518-391-2542
Lenny Jenik	253 Whitehall Rd S.	Garden City	NY	11530	516-547-9292
Kim Jeram & Debbie Welcome	Debbie Welcome, 3 Brian Dr	Rexford	NY	12148	518-557-2743
Cruise Pros Plus	12046 Oakfield Circle	Big Flats	NY	14814	940-387-7414
Away We Go Cruises Inc	30 Glenn St #105	White Plains	NY	10603	914-684-0727
Felicia Livingston	65 Thunder Ridge Dr	Rush	NY	14543	585-278-7726
Patricia J.(Mermaid) Lyons	8752 E Patrol Road	Baldwinsville	NY	13027	315-720-1909
Cruise Planners of West Babylon	212 16th St	West Babylon	NY	11704	631-888-1009
Janet Moshier	17306 U.S. Route 11	Watertown	NY	13601	315-786-6676
Cruise Mavens, Inc.	40 Shoreham Dr E	Dix Hills	NY	11746	631-338-2101
Christine Nyholm	16 Amber Court	Hauppauge	NY	11788	631-724-6597
Thomas & Arlene	105 OTIS AVE	Staten Island	NY	10306	718-668-2855

Franchise Name	Address	City	State	Zip	Phone
Toni Polsinelli	1257 High Bridge Road, Apt 2	Schenectady	NY	12303	954-281-8519
Patricia Reeberg	3403 Cannon Place	Bronx	NY	10463	718-548-4386
Jeff Roberts	79 Cornwall Circle	Yorktown Heights	NY	10598	914-962-6464
Sandra Siderakis	110 Shenandoah Blvd.	Nesconset	NY	11767	631-724-1724
Kristen Vanderwater	120 Commune Road	Baldwinsville	NY	13027	315-753-0524
DesignACruise Sharon Viotto	265 Sunrise Hwy Suite 1-321	Rockville Centre	NY	11570	516-867-7215
Shelley Zalta	146 Thunder Road	Holbrook	NY	11741	631-472-3444
David Chester	122 Locust Lane	Irvington	NY	10533	914-595-1846
Skye's The Limit Tours LLC	2070 First Ave # 464	New York	NY	10029	646-894-5035
Patti McGinnis	1000 Darrow Road	Duanesburg	NY	12056	518-355-6038
Cruise Planners-MTB	53-01 196Th Street	Fresh Meadows	NY	11365	718-229-2300
Maryjane Raynor	27 Duryea St	Riverhead	NY	11901	631-284-3112
Tricia Gonzalez	2133 Jacqueline Ave	North Bellmore	NY	11710	516-620-0855
Cruise Planners of Central New York	7527 Shalako Circle	Baldwinsville	NY	13027	315-635-8261
www.vipcruiseplanner.com	156 Stonegate Dr	Staten Island	NY	10304	212-738-9653
Jessica Dempsey	107 Fifty Acre Road S	Smithtown	NY	11787	631-780-6195
Hot Stop Cruises, Inc.	292 Plymouth Street	West Hempstead	NY	11552	516-280-8528
Nelly Beck Travel & CRUISEPLANNERS	115-10 Queens Blvd , Suite LL1	Forest Hills	NY	11375	718-575-0017
Helene Verdile and Andrea LaFrance	207 Scotch Bush Rd	Burnt Hills	NY	12027	518-470-0048
World Class Land & Cruise Planners LLC	216 Pleasant Drive	Bay Shore	NY	11706	631-647-4532
SyraCruise Travel	4744 NE Townline Road	Marcellus	NY	13108	315-673-7310
Theresa Bramble	535 Furnace Dock Rd	Cortlandt Manor	NY	10567	914-293-7436
Ken and Carol French	98 Stevens Rd	McLean	NY	13102	607-838-4047
Colleen De Zinna	184 11th Street	Brooklyn	NY	11215	954-775-0346
Lou Ramos	780 Pelham Pkwy S # A6, 1st Floor	Bronx	NY	10462	718-708-5983
Chris & Sheila Korte	26 Railroad Ave. #342	Babylon	NY	11702	631-893-4232
Ben Grunfeld	212-04 73rd Ave, Apt # 4-N	Bayside	NY	11364	718-464-0041
Dan Lindner	2849 Nicole Ct	Oceanside	NY	11572	630-637-9977
Jim Doepp	4206 Fireside Dr	Liverpool	NY	13090	315-944-3003
Robert C. Goode	305 4th Street	Mamaroneck	NY	10543	914-630-2979
Ken and Kathy Biggins	4837 County Road 11	Rushville	NY	14544	585-507-7434
Flying Giraffe Travel	3 Hunting Trl	Armonk	NY	10504	914-595-6610
Boyer Travel	2320 Olanco Rd	Marietta	NY	13110	315-956-4418
Go Play Travel	712 Quincy Ave	Staten Island	NY	10305	718-980-4786
Garrett Simulcik	17 Mulholland Drive	North Babylon	NY	11703	631-274-5490
Bill Davidson	2369 Cooper Dr	E. Meadow	NY	11554	516-515-9594
Donald & Mary Merritt	4555 Limeledge Road	Marcellus	NY	13108	315-673-9194
Manny Chap	120 Main Street, Unit B	Tuckahoe	NY	10707	914-652-7942
Ryan World Travel	79 East 40th Street	Brooklyn	NY	11203	718-484-4947
M&M Travel	982 Main Street, Ste 4-314	Fishkill	NY	12524	845-392-1084
City Girl Travel	5 Westbrook Rd	Newburgh	NY	12550	845-913-8322
Grand Paradise Travel & Cruise	135-33 Roosevelt Ave	Flushing	NY	11354	718-709-8383
Nancy Cahill and Ron Jemmott	363 Byron Lane	New Windsor	NY	12553	845-219-1780
Mike Finnegan	1324 Forest Ave Ste 121	Staten Island	NY	10302	718-286-9555
Mary May	428 Fernwood Ave	Johnson City	NY	13790	607-217-4786
LG Travel Agency LLC	7350 Transit Rd	Williamsville	NY	14221	716-799-5334
Kathy & JR Jirau	Pulaski Street	Brooklyn	NY	11206	718-360-4741
Branwen Ford	80 Ogden Ave	Dobbs Ferry	NY	10522	914-609-3495
Linda Greene	348 N Midland Avenue	Upper Nyack	NY	10960	845-353-2838

Franchise Name	Address	City	State	Zip	Phone
Anna LaMarca - LaMarca Cruise Planners	3 Tracy Circle	Campbell Hall	NY	10916	845-551-8512
Kathy Kyea	9 Gooseberry Lane	Jay	NY	12941	518-569-2967
Mike Giarretto	46 Peerless Drive	Oyster Bay	NY	11771	516-922-7873
Forever Cruises	141-16 70 Rd	Kew Gardens Hills	NY	11367	516-993-9955
Louise Blaney	70 Little West Elm Street, 8M	New York	NY	10004	917-747-6259
Riza Laudin	91 Ivy Lane	Lido Beach	NY	11561	516-897-2625
Ginena Travel Planners	3901 Independence Ave, 5-D	Bronx	NY	10463	347-947-3777
Christine Vernon	36 Northridge Dr	Coram	NY	11727	631-509-4414
Jeanine Frumenti	954 Lexington Ave, # 260	New York	NY	10021	516-398-6173
Tina Meeks	129 Livingston Avenue	Staten Island	NY	10314	718-698-3020
Janet Gioia	2004 Cardiff Rd	Schenectady	NY	12303	518-573-6404
LeeAnn Sentochnik	21 Berger's Court West	Yaphank	NY	11980	631-942-2124
Karen Thomas	2040 Bruckner Blvd - 8G	Bronx	NY	10473	917-856-2546
Sherryann Simon	110-03 Colfax Street	Queens Village	NY	11429	718-465-2983
Shuang Wong	2516 College Point Blvd	Flushing	NY	11354	347-732-0201
HotCruiseVacations.com	31 Bayberry Ln	Smithtown	NY	11787	646-527-8473
JAG Vacations	71 Schriever Lane	New City	NY	10956	845-634-2323
Jane Fisher	340 Bedell St	Freeport	NY	11520	516-608-1057
Nicole McEvoy	150 S. Ocean Ave Apt 40	Freeport	NY	11520	516-223-0102
Victoria K. Wong	115 Mott Street #3N	New York	NY	10013	917-887-9096
Cathy Schell	60 Pewter Circle	Chester	NY	10918	845-610-3180
Lynn Omphroy	9 Waterbury Lane	Rochester	NY	14625	585-381-4784
Eileen Carson	547 Gilbert Avenue	Pearl River	NY	10965	845-709-9200
Micki Stuart, ACC	195-04 Linden Boulevard, #158	St. Albans	NY	11412	718-360-9279
Sal Motisi	71 Interlaken Ave	New Rochelle	NY	10801	914-654-6545
Diane Witt	4940 Merrick Road, Suite 189	Massapequa Park	NY	11762	516-809-7279
Ivette Lindo	2152 Ralph Avenue, #602	Brooklyn	NY	11234	718-576-1275
Ann Sterman	1775 York Avenue #12E	New York	NY	10128	347-514-9900
Tom Rich	2136 4th Street	East Meadow	NY	11554	516-287-5509
Michelle Weeks	1569 State Highway 7	Afton	NY	13730	607-725-4307
Cruise Odyssey	88 Lefurgy Ave	Dobbs Ferry	NY	10522	914-906-8799
Yonette Atkins	58 Dewey Ave	Buffalo	NY	14214	716-359-0596
George Kontos	15 Weathervane Way	Dix Hills	NY	11746	631-254-0950
Gary Mansfield	803 W 180th St, #54	New York	NY	10033	212-203-6240
Zakiya Gulston	326 Rutland Rd	Brooklyn	NY	11225	347-350-7398
Susan Cruzado	7345 Fawn Hill Drive	Hornell	NY	14843	585-455-8280
Debra Schneider	550 W 54th St #24Q	New York	NY	10019	646-656-1834
Sabreen Samman	17G Adirondack Circle	Wilton	NY	12831	518-744-9310
Loni Hairston	1559 MYRTLE AVE	N/A	OH	43211	614-263-0165
Sandy Heasley, ACC	Sandy Heasley, 3916 S Arlington Rd Unit 712	Uniontown	OH	44685	330-899-0700
Susan Husbands	1595 Timber Road	Mansfield	OH	44905	419-589-2427
Melody Mull	PO BOX 211	Springboro	OH	45066	513-425-9292
Debra & Mike Newkirk	1209 E Second Street	Franklin	OH	45005	937-704-0540
Tracy and Debby Sniderhan	179 S. River Road	Waterville	OH	43566	419-878-7447
Ronda Zeneri, ACC	8251 Audubon Street NW	Massillon	OH	44646	330-834-9884
Debra McDaniel	14353 Clapper Hollow Rd	Laurelville	OH	43135	740-601-7230
Walter Kuriger	6690 Blue Holly Drive	Lewis Center	OH	43035	614-467-0083
Beth Witte	4989 Mallet Hill Drive	Cincinnati	OH	45244	513-831-2789
Sherry Stratton	71290 Ohio Ave, Westlawn	Martins Ferry	OH	43935	740-633-3933
Adrienne Greben	7556 Preserve Trail	Concord	OH	44077	440-639-2474
KC Cruises & Vacations LLC	2312 Far Hills Avenue, #381	Dayton	OH	45419	937-252-8886
John Lang	3658 Raymont Blvd	University Heights	OH	44118	216-538-3069

Franchise Name	Address	City	State	Zip	Phone
Judy Whitacre	10152 Walnut Street	Pleasant Plain	OH	45162	513-877-2444
Beth Cordi, ACC	PO Box 885	Athens	OH	45701	740-856-0411
Jamie Frazier	3547 Crossing Hill Way	Columbus	OH	43219	614-285-7303
Stephanie Vogel song	8538 Pitlochry Court	Dublin	OH	43017	614-792-9198
Happy Cat Travel	24741 CR193	Coshocton	OH	43812	740-575-4388
Glen Dorsey	5105 Autumnwood Ln	Brunswick	OH	44212	330-460-6446
Susanne Krouse & Louisa Krouse	7730 Cheshire Ct	Mentor	OH	44060	440-382-9857
Brian Cole Miller	110 Letchworth Ave	Columbus	OH	43204	614-799-1390
Kris Miller	1530 Chicksaw Dr	London	OH	43140	740-852-4987
Cruise Planners Polaris	174 Olentangy Meadows Dr	Lewis Center	OH	43035	614-372-6555
Wendy Sherman	259 Hopewell Ct	Powell	OH	43065	614-592-7021
Moana Travel Planners	783 Beechwood Rd	Columbus	OH	43213	614-678-8022
Trips and Travels, U.S.	3593 Medina Rd #235	Medina	OH	44256	330-441-6363
Lynn Kirby - The Travel Connection	16121 Stillmeadows Drive	Edmond	OK	73013	405-348-2272
Sheila Wright	5715 N 34th ST	Broken Arrow	OK	74014	316-210-0400
Share a Cruise	6120 N Air Depot Blvd	Edmond	OK	73034	405-340-1515
Crystal Sprik	9524 E 81st Street, Suite B	Tulsa	OK	74133	918-695-5133
Mike Bailey	8344 Rock Cliff Way	Piedmont	OK	73078	405-758-5971
Steven Kyle Slater II	9501 S I 35 Service Rd, Apt 1202	Moore	OK	73160	405-759-3384
Roxie Jones	11805 Bellhurst Avenue	Oklahoma City	OK	73162	405-640-2157
Diana Burk	3604 NW 58th St	Oklahoma City	OK	73112	405-778-5445
Sherry Williams	2607 S Gardenia Ave	Broken Arrow	OK	74012	918-307-0906
Cruises by Cassandra	422 South Bryan Street	Condon	OR	97823	541-384-2300
Anthony Klang	6107 SW Murray Blvd #113	Beaverton	OR	97008	503-679-1007
Vern	11800 Tingley Lane #36	Klamath Falls	OR	97603	541-205-3152
Jo-Ann Moss	5160 Summit St	West Linn	OR	97068	503-656-5005
GoGo Cruise Advisors	61262 Morning Tide Pl	Bend	OR	97405	541-556-0308
Cheryl Johnson	11123 SE Salmon St	Portland	OR	97216	503-244-0344
Jackie Lucas-Morris	485 Little Applegate Rd	Jacksonville	OR	97530	541-702-1372
World Tours and Cruises	901 Alexander Ave	Drexel Hill	PA	19026	484-383-1221
Jennifer Baptista, ACC	11826 High Point Rd	Felton	PA	17322	717-244-3741
Nancy Bogert	900 Grampian Blvd	Williamsport	PA	17701	570-323-0112
Leslie Cantillo	13 Summit Square Center, #273	Langhorne	PA	19047	215-497-9572
Tim & Dora Deemer	1089 Deemer Road	Bath	PA	18014	610-759-6644
Jeff and Kim Dorsey, ACC	155 S Schlemmer Rd	Rural Valley	PA	16249	724-783-7834
Dara S. Dudish CTC, ECCS, LCS	3013 Ashcomb Ct	Red Lion	PA	17356	717-246-0393
Donna Egan	740 Vanderbilt Drive	Monroeville	PA	15146	724-733-0818
Jeff Ehret	306 Clay Rd	Mertztown	PA	19539	610-770-6030
Jennifer Derrick	160 Moger Drive	Washington	PA	15301	724-228-8363
David Kauffman Fun on the Waves	743 Beechwood Road	Havertown	PA	19083	610-628-9664
LandAnd7SeasTravel.com	239 Grace Street	Mont Clare	PA	19453	610-935-8956
Kathy Luff	3172 Cloverly Drive	Furlong	PA	18925	215-348-1003
BTC Cruise Planners	1100 3rd Street	Beaver	PA	15009	724-728-5462
We Got Travel	1441 Sun Mine Rd	Tarentum	PA	15084	724-226-2335
Joe Polovoy	1531 Honeysuckle Cir	Jamison	PA	18929	215-491-2050
Irene Rowan	5655 Dutch Ridge Rd	Beaver	PA	15009	919 322 2707
Rolande Smith	32.5 DeRose Street	Walnutport	PA	18088	610-442-0777
Irene Waitzman	1004 Beech Road	Wallingford	PA	19086	610-490-0600
DriftAwayCruises	PO Box 467	Bowmansville	PA	17507	267-808-4747
Sue & Marvin Weber	2 Allandale Road	Plymouth Meeting	PA	19462	610-277-2227
Elizabeth Winterhalter	225 Tyrol Drive	Pittsburgh	PA	15227	412-882-1180
Crowley Cruises, LLC	391 Rock Run Rd	Turtlepoint	PA	16750	412-600-3905
Todd Bucklen	916 Ross Mountain Park Rd	New Florence	PA	15944	724-235-2694

Franchise Name	Address	City	State	Zip	Phone
Tracy Gyr, Accredited Cruise Councillor	158 North Jamestown Road	Coraopolis	PA	15108	412-269-0575
Annette McAuliffe	1944 Meadow Lane	Wyomissing	PA	19610	914-299-8510
Kathy Trolli	15 Rose Arbor Lane	Levittown	PA	19055	215-943-1392
LJ Cruise and Travel	384 Nolf Road	Nazareth	PA	18064	610-759-4620
Matt Haviland	1885 Foothill Drive	Huntingdon Valley	PA	19006	267-722-8415
Lisa Bragg & Lisa Druckenmiller	210 Edmonds Ave	Northampton	PA	18067	484-239-4000
Sasek Sea Sun & Fun Travel	499 Limerick Center Road	Limerick	PA	19468	610-716-1789
Howard Rogovitz	5122 Judson Drive	Bensalem	PA	19020	267-332-0292
Lamar Vacations	831 Poplar St	Pottstown	PA	19464	484-300-1311
Kevin O'Donnell & Peter Moses	109 West Fourth St	Emporium	PA	15834	814-601-0396
Hannie Lou	117 Cavalry Court	Chesterbrook	PA	19087	267-521-2784
Infinite Cruises	10 William Howard Drive	Glen Mills	PA	19342	484-840-9977
Judy Sager	100 North Park Road # 1436	Wyomissing	PA	19610	610-320-0233
CruiseWorx	265 Northridge Dr	Landisville	PA	17538	717-898-1480
Gina Raffensperger	1260 Claypike Rd	Mt Pleasant	PA	15666	724-424-8222
Irene Krastoshevskaya	408 Susanna Ct	Pittsburgh	PA	15207	412-889-1581
Glenn Hyman	2021 Silverwood Dr, Studio 140	Newtown	PA	18940	215-968-1881
Classic Cruise Planners	405 Knolls Rd	West Chester	PA	19382	610-399-5333
Send Me On My Way Travel Partners	3000 Brambling Lane	Norristown	PA	19403	610-952-9983
Sheryl Conseal	130 W. Main St, Ste 144 #315	Collegeville	PA	19426	610-287-2798
Marcy Rayburg	253 Arbor Hill	Greensburg	PA	15601	724-420-5221
Carrie Durko	417 Mary Lane	Canonsburg	PA	15317	724-338-2164
Jamie Clybourn	108F North Reading Rd #114	Ephrata	PA	17522	717-733-8225
Jeff Chrin	56 Kelsey Drive	Schuylkill Haven	PA	17972	570-391-4239
Ann Ross-Ray	1602 Oakleaf Lane	Pittsburgh	PA	15237	412-455-7232
David Valaika	601 Yoder Road	Harlesville	PA	19438	215-256-8500
Keri Gonzales	20 Lancashire St	Providence	RI	02908	401-228-8454
Michael Scott	116 Ewing Rd	North Kingstown	RI	02852	401-884-2351
Don Fuchs Jr & Steve Haunschild	275 Robin Hollow Rd	West Greenwich	RI	02817	401-397-5515
Jennifer Wilson	32 Hillcrest Ave	Pawtucket	RI	02860	401-475-6950
Cruise Planners	23 Orchard Avenue	Greenville	RI	02828	401-949-3131
Wendy Jones	400 South County Tr, Ste A105	Exeter	RI	02822	401-287-0000
Mike and Diana Bogart	4824 Rustlers Court	Summerville	SC	29485	843-695-0750
Sherrill & Joseph Brown	228 Carbandy Dr.	Inman	SC	29349	864-473-1433
Mary & David Celec	11036 Seven Coves Drive	Tega Cay	SC	29708	803-802-3457
Julie and Dick Davidson	2221 Beckenham Dr	Mt Pleasant	SC	29466	843-388-8418
Sue Goodboy, MCC	27 Parkwood Drive	Hilton Head Island	SC	29926	843-681-6171
Danielle Marsh	PO Box 81241	Simpsonville	SC	29680	864-228-7992
Betty McClenan	713 Youpon Street	Florence	SC	29501	843-662-9529
StarboardCruises	97 Crossings Blvd	Bluffton	SC	29910	843-706-3148
Anthony and Judy Succo	1376 Royal Devon Drive	Myrtle Beach	SC	29575	843-294-1620
Cruise Planners- Wincklhofer	47 University Drive	Ladson	SC	29456	843-821-6862
Nancy Yoffe	Cruise Planners, 102 Cinder Terrace	Spartanburg	SC	29307	864-579-3082
Gwen D. Morris	1960 Hwy 378	Lexington	SC	29072	803-996-2117
Joanie Greene	72 Cordillo Pkwy, Unit 72	Hilton Head Island	SC	29928	843-686-4226
RGB Vacations, LLC	12921 Danby Road	Fort Mill	SC	29707	803-280-7369
Yiraliz Beltran	128 Crossings Blvd	Bluffton	SC	29910	843-271-6770
Travel By Sea Or Land/Cruiseplanners	3085 Luvan Blvd	Georgetown	SC	29440	843-436-0238
Marina Foy	1229 38th Ave N # 228	Myrtle Beach	SC	29577	843-831-0698
Cruise Line Getaways	3620 Pelham Rd #175	Greenville	SC	29615	864-884-4184
Postcard Perfect Cruises	1320 Century Dr	Clover	SC	29710	803-792-8991

Franchise Name	Address	City	State	Zip	Phone
David Jones	6107 Marthas Glen Rd	Columbia	SC	29209	803-740-1462
Daniel Brock	7052 Tarboro Rd	Ridgeland	SC	29936	843-726-3135
Take The Trip Travel	742 Mink Ave, Unit 2	Murrells Inlet	SC	29576	843-732-2582
Kristy Swett	161 Pine Hill Dr	Aiken	SC	29801	803-832-7626
Pros In Travel	634 Summerhill Court	Myrtle Beach	SC	29579	843-492-6377
Chris Watson	19149 Gaver Rd	Belle Fourche	SD	57717	605-920-8682
Debbie Tower	15544 229th St	Box Elder	SD	57719	605-877-3451
Susan Fennell	257 N. Calderwood St, #146	Alcoa	TN	37701	865-856-0231
Melissa Haeefele	207 Lyle Court	Franklin	TN	37064	615-309-0114
Kathy Kennedy	1018 Hill Road	Blountville	TN	37617	423-323-1344
Melodie Williams, ECC	204 Sandringham Court	Knoxville	TN	37934	865-384-0135
Michael Pearson	3000 Hwy 25	Cottontown	TN	37048	615-323-7019
Joan Follmann	4460 Monkhouse Rd	Somerville	TN	38068	901-496-7832
Annie Maturino	912 Scenic Ct	Kingsport	TN	37663	423-239-7646
Don & Laura Johnson ACC	5052 Appalachian Dr	Goodlettsville	TN	37072	615-672-1511
Deborah Cross	2401 North Ocoee Street	Cleveland	TN	37311	423-476-6300
Bill & Sarah Dillon ACC	5960 Lickton Pike	Goodlettsville	TN	37072	615-855-0218
Amarjit Keshav	2817 Hampton Court Road N	Cordova	TN	38016	901-473-1734
Tonya Mcdonald	5681 Glenwild	Memphis	TN	38119	901-682-5114
Kristin Small	765 Henard Road	Greeneville	TN	37743	423-525-7287
Cruise Planners Lets Vamoose	6688 Nolensville Rd, Ste 111-118	Brentwood	TN	37027	615-953-9516
King Travel Specialists	3104 Thornberry Circle,	Spring Hill	TN	37174	615-302-8406
John and Nancy Snope	2416 Arrow Trail	Monterrey	TN	38574	931-839-8630
L.J. Boothe	250 Bradford Lane	Bristol	TN	37620	423-523-9870
Peggy Rieman	595 Conkinnon Dr	Lenoir City	TN	37772	865-816-3513
Laura Hatcher	10409 East Port Drive	Concord	TN	37922	860-690-6043
Sharon Gardner	2348 W Andrew Johnson Hwy #135	Morristown	TN	37814	423-438-4047
Karen Alexander	923 Rutgers Ct	Allen	TX	75002	972-359-8841
Emily Bailey	954 Winged Foot Drive	Fairview	TX	75069	972-249-5032
Marlene Battle	2016 Bridge View Lane	Plano	TX	75093	972-519-0422
Katheryn Biel	12102 Conrad Rd	Austin	TX	78727	512-219-8044
Cookie Bowler	856 Scenic Ranch Circle	Fairview	TX	75069	972-618-0493
Angela Cooper & Sandi Dawkins	Attn: Sandi Dawkins, 1103 Cliff Swallow Dr	Granbury	TX	76048	336-882-1076
Karen De Lorenzo	19141 Stone Oak Pkwy, Ste 104, #26	San Antonio	TX	78258	210-865-1831
Jeannine Dienst	2521 Pebble Lodge Ln	Friendswood	TX	77546	281-992-7447
Guy & Mary Beth Drobny	4004 Elmgreen Dr	Roanoke	TX	76262	682-549-0019
Carl Feierabend	3614 Wildwood Ridge	Kingwood	TX	77339	832-771-8100
Dale Fulgham	PO Box 517	Brownsboro	TX	75756	903-852-5050
Rose Gallardo	2320 Watson	Houston	TX	77009	832-457-3491
Cruise Planners, Kennedale	201 West Mistletoe	Kennedale	TX	76060	817-478-7119
Theresa Gruben	2266 Angel Falls	Frisco	TX	75034	972-208-8511
BeAtSea.com	4344 Kenwood Drive	Grapevine	TX	76051	817-488-7688
Nancy James	22 Trailrodge Dr	Melissa	TX	75454	972-838-4494
JJ Kuykendall	27013 Harlan Ln.	Conroe	TX	77385	281-292-7022
Roy & Linda Lazenby	1315 Pine Trails	Tomball	TX	77375	281-516-7777
Harry Lunden	401 N Carroll Ave - Apt 107	Southlake	TX	76092	817-312-0210
Janet McLaren	2518 Timber Ridge Drive	Garland	TX	75044	972-231-0066
Sue Moody	23093 Oliver Rd, Box 367	Frankston	TX	75763	817-905-9286
Fantasy Cruise & Travel	250 Convention Dr. #712	Fairview	TX	75069	210-858-6494
Karyn Ownby	106 Jessica Dr	Aledo	TX	76008	817-454-5357
Sherry Pace	412 Parkside Court, na	Murphy	TX	75094	972-429-1299

Franchise Name	Address	City	State	Zip	Phone
Leslie Richardson, MCC	6140 Highway 6, Suite 163	Missouri City	TX	77459	713-491-4989
Susan Schmitt	8610 Crossriver Lane	Houston	TX	77095	281-855-2600
Tom Shanley, A.C.C.	4508 Dillehay Drive	Allen	TX	75002	972-429-4182
Archer-Ver Eecke Cruise Planners	2633 McKinney Ave, Ste 130-505	Dallas	TX	75204	972-871-8450
Judy Walters	14806 County Road 2333	Whitehouse	TX	75791	903-316-7890
Sherry Wells	P O Box 630165	Irving	TX	75063	210-863-0286
Carol Zwerner	1428 Burlington	Plano	TX	75025	972-517-7328
Kelley Austin	1627 Everitt St	Navasota	TX	77868	936-825-7001
Malloy Brown, ACC	215 W Bandera Rd, Ste 114-147	Boerne	TX	78006	830-755-6400
Dan Cottle, ACC	1209 Timbercrest Dr	Benbrook	TX	76126	817-249-2726
Mike and Kathy Hewitt	30110 South Lake Falls	Spring	TX	77386	281-928-1975
Caryn Angus	1301 E Debbie Ln, Ste 102-119	Mansfield	TX	76063	817-889-2745
Comet Cruisers	1708 Timber Ridge Cr.	Corinth	TX	76210	940-380-1283
Jeanine L. Fey	11022 Elm Bridge Ct.	Houston	TX	77065	832-688-8675
Maryke Cudd	19906 Tickleseed Ln	Spring	TX	77379	281-205-7290
Seema Mehta	8505 Del Carmen Cove	Austin	TX	78759	512-410-1236
Christine Morales	729 Porras	El Paso	TX	79912	915-208-4039
Stewart Walker	2114 Summit Mist Dr	Conroe	TX	77304	936-242-3137
Priscilla Tubbs	1059 Misty Trails Lane	League City	TX	77573	281-557-0600
Connie Webber Chuisano and Charlie Chuisano	19406 Solon Springs Ct	Tomball	TX	77375	281-255-6702
Sheryl Nudds	705 Dumont Drive	Richardson	TX	75080	972-231-9383
Sammie and Kimberli Morris, Chessie Pradia and Michelle Moore	3730 Kirby Drive, Suite 1200	Houston	TX	77098	713-589-8781
My Cruise Coordinator	22136 Westheimer Pkwy Ste 523	Katy	TX	77450	832-377-6220
Jack Cooley	8627 Cherry Hill Drive	Dallas	TX	75243	214-520-6900
Heidi Dawson	104 Stamford Court	Waco	TX	76712	254-523-9920
Lois Stilwell	11008 Tornasol Ln	Austin	TX	78739	512-579-0001
Heidi Harrison	405 Irvine Drive	Allen	TX	75013	214-256-4280
Andy Austin Cruise Planners	5328 Long Leaf Dr	Wichita Falls	TX	76310	940-733-2313
Pam Hamilton	3720 Gattis School Rd, Suite 800-246	Round Rock	TX	78664	512-333-2007
Marsha Kirksey	4806 105th Street	Lubbock	TX	79424	806-698-0070
Randy Hobday - Cruise Planners / Daylee Travel	4916 Van Zandt Drive	Keller	TX	76244	817-945-3240
Gen Phifer	1306 Steele Dr	Friendswood	TX	77546	281-993-8909
Sand & Sun Travel	11518 Aspenway Dr	Houston	TX	77070	832-559-7926
Shauna Manwell	101 S. 20th St	Carrizo Springs	TX	78834	830-876-3436
Terry S. McKinney	23815 Teneya Canyon	Magnolia	TX	77355	832-520-1795
Mary Cirilli	103 N Hill #35	Burnett	TX	78611	512-715-9826
Cruise Vacation Discounts	PO Box 440521	Houston	TX	77244	281-743-3003
Travel By Heather	101 S. Coit Rd Ste 36-228	Richardson	TX	75080	972-385-4505
Cathy X. Heaven	421 Magnolia Way	League City	TX	77573	281-557-7555
Sandy Christiansen	2633 Courtside Lane	Plano	TX	75093	972-618-2151
David Bennett	6 Di Lago Park Place Drive	Shady Shores	TX	76208	972-538-0258
Travel Begins Here	10305 Holme Lacey Lane	Austin	TX	78750	512-358-4748
Valdir Bussed	2129 Lake Village Drive	Kingwood	TX	77339	832-350-9898
Magic of Cruising	11303 Chestnut Woods Trail	Houston	TX	77065	832-604-6960
Rick Mendelssohn	5508 Hudson Hollow	Austin	TX	78759	210-701-2775
Kevin Impellizzeri	2940 Harvest Hill Dr	Grapevine	TX	76051	817-488-7475
Galveston Cruise Planners	17350 State Hwy 249, Ste 170	Houston	TX	77064	281-970-9400
Michael Henshaw	1303 S Montreal Ave	Dallas	TX	75208	214-331-2264
World Vacations	4100 West El Dorado Pkwy, Ste 100, #225	McKinney	TX	75070	214-842-4297

Franchise Name	Address	City	State	Zip	Phone
Blue Skies Travel	9344 Bayard St	Keller	TX	76244	817-562-2889
Belinda Hall-Best Price & Value	150 Sabine Street #233	Houston	TX	77007	713-227-1890
Sally & Keith Bourdo	1545 Timber Edge Dr	McKinney	TX	75070	972-547-3697
Janice & Bryan McDowell	12409 Melrose Ln	Frisco	TX	75035	214-705-6585
Ashley & Maceo Delgado - OpenWaterTravel.com	15321 Duck Creek Court	Roanoke	TX	76262	817-310-9932
Escape Frog Travel	1295 Tower Rd	Seguin	TX	78155	830-372-2884
Debra Kerper Travel	1716 Morning Glory	Carrollton	TX	75007	972-492-6111
Lloyd Wilson	330 Cottrell Dr	Flower Mound	TX	75022	972-325-5529
Brandy Burriesci	110 Woodland Ranch	Boerne	TX	78015	210-332-3444
Edel Seagren	4212 Bonita Drive	Flower Mound	TX	75022	972-467-1508
CRT Vacation Planners	1826 Barretts Glen Drive	Pearland	TX	77581	832-569-4327
Mani Patel	2300 McDermott Rd, Ste 200-270	Plano	TX	75025	469-361-7060
Darcy Samford	301 Heatherwilde Blvd #386	Pflugerville	TX	78691	512-202-3037
Chantelle Nugent	7410 Rain Drop Ct	Richmond	TX	77407	713-494-2555
Cruise Planners of Houston	22314 Bridgestone Canyon Dr	Spring	TX	77388	281-528-7100
Melissa Norris	1420 Cypress Creek Rd Ste 200-153	Cedar Park	TX	78613	512-494-5470
Martin Lombard	3500 Fontaine St	Plano	TX	75075	469-361-1614
Cindy Cote	8524 Highway 6 North #159	Houston	TX	77095	281-463-6556
De Marin	5810 Ridge Row Ct	Houston	TX	77041	832-691-1043
Patricia Markert	811 N Polk St	Giddings	TX	78942	979-542-5263
Dave Crume	10011 Cossey Rd #102	Houston	TX	77070	713-562-0825
Tammy Durant or Melinda Fletcher	2201 Long Prairie Rd, Ste 107 #311	Flower Mound	TX	75022	972-691-3711
Royal Cruise and Travel - Aster or Yilma	9304 Forest Ln, Suite S-202	Dallas	TX	75243	214-272-2824
Cruise Planners-Chris Bass	3735 Rocky Woods Dr	Kingwood	TX	77339	281-745-3006
Amber Sprague Costa	5220 Bryant Irvin Rd, Apt 1199	Fort Worth	TX	76132	918-510-4499
Ocean Blue Travel - Cruise Planners	2201 Long Prairie Rd #107-192	Flower Mound	TX	75022	972-232-2280
Ajay Malhotra	2500 Mona Vale Road	Trophy Club	TX	76262	682-502-4898
Debbie Berger	3980 Summit Court	Fairview	TX	75069	214-843-0990
Peggy Powell	20079 Stone Oak Pkwy Ste 1105-463	San Antonio	TX	78258	210-896-0292
Greg Jones	415 Fairview St #5	Houston	TX	77006	213-448-0666
Alexandria Reilly	4001 Wilderness Path Bend	Cedar Park	TX	78613	512-986-7222
Myrna Malic-Banzon	1033 S Fort Hood St, Ste 200 #214	Killeen	TX	76541	254-462-2222
Jon Thompson	9806 Glenshee Dr	Rowlett	TX	75089	972-989-0091
Cindy Burden	1704 Carnoustie Dr	Ennis	TX	75119	469-212-7645
Jill Franks	3023 Wellington Pass Drive	Spring	TX	77373	832-482-2544
Tammy Nunn	140 Gruene Haven	New Braunfels	TX	78132	830-730-6078
Marlene Eakman	18615 Kings Lynn	Houston	TX	77058	832-266-1225
Jeff Bergfield	27230 Horseshoe Falls Ln	Cypress	TX	77433	832-306-6225
Mohit Mehra	500 E Stassney Ln #1029	Austin	TX	78745	0
David Mzareulov	10222 Thornmont Ln	Houston	TX	77070	832-398-6389
John Sage	3319 Stoney Brook	Houston	TX	77063	832-582-8426
Robin Horrocks	5122 Quail Ridge Dr	McKinney	TX	75070	214-585-1964
Walter C. Charles	2701 little Elm Pkwy, Ste 100-120	Little Elm	TX	75068	214-494-2250
Russ Russell	1659 State Hwy 46 W, Ste 115, Box 605	New Braunfels	TX	78132	830-624-5765
Sarah Thomas	1414 Meadow Branch Dr	Sugar Land	TX	77479	832-914-0668
Antonio Rangel	1020 State Park Rd	Lockhart	TX	78644	512-359-4079
Reshma Vazir	2013 Magic Mantle Dr	Lewisville	TX	75056	214-529-8234
Amy Miller and Phyllis Fudge	2906 E Lake Falls Circle	Spring	TX	77386	281-616-5116
Quin Merrill	3821 alena Cove	Riverton	UT	84065	801-512-5507
Cruise Planners	12146 South 4000 West	Riverton	UT	84066	801-884-3418

Franchise Name	Address	City	State	Zip	Phone
Kathy Ure	4781 Winchester Court	Park City	UT	84098	435-487-9022
Lynn Coon	13064 South 2420 West	Riverton	UT	84065	801-446-2095
Come Away Travel	178 E Steed Ct	Farmington	UT	84025	801-451-5599
The Cruise Gurus LLC	93 North 1100 West	St George	UT	84770	435-668-9997
Global Journeys	7199 S Mountain Glen Lane	Salt Lake City	UT	84121	801-505-9242
TravelWorld	1186 E 900 S #10	Saint George	UT	84790	435-628-4123
Nick Daskalas	1356 East Farm Hill Drive	Murray	UT	84117	801-676-9032
Cruise Planners Northstar	1795 N Snow Canyon Pkwy, Ste 82	St George	UT	84770	435-703-9980
Gary Robinson	537 Edindrew Circle	Murray	UT	84107	801-317-2974
Scott Hammer	996 N 475 E	Orem	UT	84097	801-691-0613
Holly Crandall	1935 Rock Hollow Rd	Bluffdale	UT	84065	801-336-6467
Darla Bentley Blue Breeze Travel	41 E 400 N #158	Logan	UT	84321	435-535-3345
Stacy VanBrocklin	44 S Main St, Space #1	Kaysville	UT	84037	801-529-0487
Yvette P. Berry	9013 Windflower Lane	Annandale	VA	22003	703-732-3374
Merci Cantwell	43623 Solheim Cup Terr	Ashburn	VA	20147	703-726-9455
Lisa Cooper	6254 Gouling Ct.	Beaeton	VA	22712	540-439-4090
Debby Culp	5947 Fincastle Drive	Manassas	VA	20112	703-897-9923
Lina DiCola/ Mindy Batien	820 Mercer St.	Fredericksburg	VA	22401	540-656-2530
Pam & Cliff Edwards	205 Longview Circle	Smithfield	VA	23430	757-255-4886
Cruise At Will	2650 Omisol Rd	Woodbridge	VA	22192	954-464-3935
Anchors Away Cruise Planners	5897 Fincastle Dr	Manassas	VA	20112	703-915-0245
Deborah Hux	4300 Garden View	Williamsburg	VA	23188	757-229-7993
Tammy Lackey	917 Maryland Ave	Suffolk	VA	23434	757-695-3018
Phil Maro	1950 Buccaneer Road	Moneta	VA	24121	540-296-0550
Kenneth King	PO Box 311	Strasburg	VA	22657	540-465-8886
Karen Meller	103 Medford Court	Yorktown	VA	23693	757-224-3404
Anoop Mittra	13617 Red Squirrel Way	Herndon	VA	20171	703-561-0404
Pete & Nancy Peterson	21519 Trowbridge Square	Ashburn	VA	20147	703-858-9898
John Sawh & Associates LLC	30 Christopher Way	Stafford	VA	22554	540-288-1999
Mary Sellars	18731 Johnsons Landing Rd	Parksley	VA	23421	757-665-4536
Sandi Stammler	8793 Green Rd.	Warrenton	VA	20187	540-341-7555
Becky Strecker	756 Sterrett Road, n/a	Fairfield	VA	24435	540-348-3062
Robin Sullivan	8095 Glenbrook Dr.	Mechanicsville	VA	23111	804-244-1228
Our FIRST Class Service is 4 U	102 Joel Lane	Yorktown	VA	23692	757-898-1313
Herb Farrar - High Life Cruises	3814 Village Views Place	Glen Allen	VA	23059	703-881-9144
Pete Himmelberger	6310 Blackburn Ford Dr	Fairfax Station	VA	22039	703-496-4125
Kim Simpson	5 Rosecroft Drive	Fredericksburg	VA	22407	540-548-2988
Regatta Family Travel	16417 Regatta Lane	Woodbridge	VA	22191	703-590-2290
Linda Clukey					757-689-8202
Linda Bostrack	2112 Heron Ridge Lane	Virginia Beach	VA	23456	757-689-4040
Pleasure Travel	4108 E Parham Rd, Suite107	Richmond	VA	23228	804-454-7400
Alan Bender ICruisePlanners	14316 Silo Valley View	Centreville	VA	20121	703-968-0235
Travel & Cruise Planners, Inc.	2337 Fenwick Way	Virginia Beach	VA	23453	757-208-7119
Lene H. Minyard	13087 Pershing Dr	Manassas	VA	20112	703-791-2944
Maurica's Cruises/Travel	14324 Claybon Terrace	Chester	VA	23831	804-504-5542
Kevin Wright	109 Pershing Avenue NW	Leesburg	VA	20176	571-252-8516
Amrita	3713 Austin Ave	Alexandria	VA	22310	0
Dream Travel - Cruise And Land	7001 Loisdale Road, Suite C	Springfield	VA	22150	703-768-2301
					703-971-7809
CruiseWorldToday.com	14100 Sullyfield Circle, Ste #300	Chantilly	VA	20151	804-982-0772
Michael Davis	202 Mill Cross Ln	Occoquan	VA	22125	703-490-2401
Anthony Clore, Flagship Travel Group	6504 Wayside Place	Alexandria	VA	22310	310-658-8486

Franchise Name	Address	City	State	Zip	Phone
Sandra Rohrer	10200 Grape Vine Lane	Dayton	VA	22821	540-867-0075
Blue Waters Vacations - Stefanie Anton	12502 Thomas Young Ct	Herndon	VA	20171	703-485-1488
John Cameron	117 Harvester Drive	Lake Frederick	VA	22630	540-869-3096
Cruise Planners	21 Garnet Way	Fredericksburg	VA	22405	540-846-8481
Barbara & Michelle Freeman	3703 Hall Manor Lane	Haymarket	VA	20169	703-268-8959
Cruiseshop.us	8478 Thames St,	Springfield	VA	22151	703-323-0568
Let's Go Excursions, LLC	4222 Fortuna Center Pl, Ste 646	Dumfries	VA	22025	571-222-4210
Dave Nicholas	5048 Scottsville Rd	Charlottesville	VA	22902	434-977-7433
Ivan Idrobo	1020 N Highland St, Unit 911	Arlington	VA	22201	810-373-2679
Reshma Chitre	4225 Mountain Grove Road	Glen Allen	VA	23060	804-548-6002
Elvira Caruso	10311 Jayeselle Drive	Manassas	VA	20110	703-361-1905
Michelle D Waddy	7105 Harbor Light Way	Mechanicsville	VA	23111	804-569-9760
Kim Allen	4071 Powhatan Secondary	Williamsburg	VA	23188	757-945-0101
Ruby Aglubat	3501 Mare Lane	Virginia beach	VA	23453	757-689-3237
The Voyager's Friend	697 Federal Street	Paris	VA	20130	540-592-3030
Bettye H. Ridley	106 Loon Court	Yorktown	VA	23692	757-369-1800
Ian Houseman	21332 Sweet Clover Pl	Ashburn	VA	20147	571-465-7864
Andres Ploompuu	9290 Tower Side Drive, Apt 201	Fairfax	VA	22031	571-319-7339
Mercedes Olivieri	7027 Veering Lane	Burke	VA	22015	571-722-0417
Mike & Kathy Dial	2085 Lynnhaven Pkwy, Ste 106-315	Virginia Beach	VA	23456	757-453-4246
Khang Nguyen	14001-C Saint Germain Dr, Box 644	Centreville	VA	20121	703-665-3558
Tripcruisers	3706 Moss Brooke Ct	Fairfax	VA	22031	703-323-1230
HavenPointe Cruises and Tours	38946 Charles Town Pike	Waterford	VA	20197	571-623-1669
Jenna Stonehouse	5522 Sacramento Mews Pl	Alexandria	VA	22309	703-417-9483
Nader Hanna	14334 Broadwinged Drive	Gainesville	VA	20155	703-398-2242
Claire Gilbert	112 Madison Place	Alexandria	VA	22314	703-717-9736
Kathy Dow	1322 Walton Bluff Ter	Midlothian	VA	23114	804-419-7404
Donna Tebow	3575 Bridge Road Ste 8 #159	Suffolk	VA	23435	757-506-0448
Shera White	17-B Tamarisk Quay	Hampton	VA	23666	757-604-6781
Curtis Gunsalus	1933 Rockingham Street	McLean	VA	22101	703-237-6725
Donna Sherman	131 Peach Street	Berlin	VT	05602	802-223-6838
Michelle Liliedahl	4 Carmichael St, Ste 111, PMB #156	Essex Junction	VT	05452	802-881-3931
Christine Davenport	2201 NE Parker Rd	Coupeville	WA	98239	360-678-7412
Linda Lawrence	18421 Driftwood Drive East	Lake Tapps	WA	98391	253-720-0958
Dale Paulson	4320 - 196th SW, #B - 643	Lynnwood	WA	98036	425-582-2419
Sharla Rhodes, ACC	1223 Wallula Ave	Walla Walla	WA	99362	509-525-8446
Jana Woulf	6937 NE 170th St	Kenmore	WA	98028	425-223-2885
Deni Doggett	16824 Snohomish Ave	Snohomish	WA	98296	425-244-3097
Janet Gorman	1723 12th Street SW	Puyallup	WA	98371	253-881-1469
Dolores Thompson	30 123rd St NW	Marysville	WA	98271	360-386-1244
Tricia Berry	3988 West Canyon Springs Way	Loon Lake	WA	99148	505-280-1906
Andrea Cave	15519 NE 4th St	Vancouver	WA	98684	360-836-5259
Cruise Planners: Bryan Smith	9217 - 122nd Ct NE B-117	Kirkland	WA	98033	206-388-3657
Ashley Srsen	1115 Annette Ct SE	Olympia	WA	98503	253-282-3569
Paul Hutton	24212 SE 45th Street	Issaquah	WA	98029	425-427-2583
Delynn Solomon	7438 Trowbridge Ave SE	Olympia	WA	98513	360-701-2990
Janet Johnson	6027 Boat Landing Road	Land O' Lakes	WI	54540	715-547-6772
Corrine SanMiguel	W4040 US Hwy 14/61	Coon Valley	WI	54623	608-452-2128
John & Diane Winkowski	7024 S Lovers Lane Road	Franklin	WI	53132	414-858-9065
Pammy Schleif	4643 - 141st St	Chippewa Falls	WI	54729	715-579-8237
Lue Ann Mouncil-Koppa	13660 W Linfield Ct	New Berlin	WI	53151	262-786-6334
Travel Right, LLC	1109 Liberty Blvd	Sun Prairie	WI	53590	608-509-5343
Dipti Broker	2811 Lincolnshire Ct	Waukesha	WI	53188	262-832-1049

Franchise Name	Address	City	State	Zip	Phone
Tom & Pam Heidel	N3051 Ricardo Dr	Neosho	WI	53059	920-785-0168
Brian Pittelli	1008 Riverbend Drive, #205	Hartford	WI	53027	518-573-6220
Vanessa Naum, MBA	31 Fieldcrest Ave	Wheeling	WV	26003	304-242-2555
Darren Hine	341 Homewood Dr.	Charles Town	WV	25414	304-724-5757
Irene Windle	412 12th Avenue	Huntington	WV	25701	304-617-1593
Carpe Vita Travel - Janet Thompson Davis	29 Whitetail Lane	Buckhannon	WV	26201	304-460-0326

**Franchisees who had signed an agreement, but whose outlet had not yet opened as of December 31, 2013.

First Name	Last Name	Address	City	State	Zip	Phone
Ariel	Chavez	354 Chatham St	Mobile	AL	36604	251-656-7380
Bill	Vinck	9400 E Via Del Sol	Scottsdale	AZ	85255	480-502-3705
MariaLaura	Creal	9855 E Rosemary Ln	Scottsdale	AZ	85260	602-996-4393
Wayne	Holley	9450 Mira Mesa Blvd, # 206	San Diego	CA	92126	760-803-5180
Kathleen	Kennedy	23623 Isla del Rey	Ramona	CA	92065	760-440-9242
Robert	Loucks	15787 Mcintosh Avenue	Chino	CA	91708	909-597-9299
Elizabeth	Schaub	4250 Boston Avenue	Redding	CA	96001	530-246-4434
Dean	Stanton	16940 Edgewater Ln	Huntington Beach	CA	92649	714-642-5798
Russ	Cornelius	5000 N Harbor Dr, Ste 215	San Diego	CA	92106	909-224-0726
Sue	Pierce	700 Calle Monserrat	San Clemente	CA	92672	949-492-8867
Tom	Cody	1311 South Hills Dr	Chula Vista	CA	91915	619-482-2169
Mike	Miller	12652 Funtridge Street	Victorville	CA	92392	760-953-5582
Lauren	Kelling	3216 Sun Valley Ave	Walnut Creek	CA	94597	925-588-3601
Jack	Chinyere	2220 Shamrock Drive	Campbell	CA	95008	209-485-2820
Olga	Heckman	7299 W Frost Dr	Littleton	CO	80128	720-981-2545
Josie	O'Neil	26997 E Otero Pl	Aurora	CO	80016	702-686-9152
Lorraine	Whittemore	130 Peckham Lane	Danielson	CT	06239	860-779-6531
Taylor	Billington	602 Poinciana Drive	Ft Lauderdale	FL	33301	954-527-3032
Mary	Bowlsbey	1313 Ridge St	Naples	FL	34103	239-963-9009
Brian	Carew	13024 - 124th Ave	Largo	FL	33774	727-804-8499
Charles	McCaffrey	6257 Erice St	Venice	FL	34293	941-366-5839
Myrna	Reyes	4625 SW 117 Ave	Miami	FL	33175	305-559-0234
Stephanie	Sebom	1706 North Park Road	Hollywood	FL	33021	754-816-5379
Leonard	Shabsels	10681 London St	Cooper City	FL	33026	954-437-9978
Steve	Vazul	8344 SE 180th Avenue Rd	Ocklawaha	FL	32179	352-499-0059
Victor	Vega	650 Ocean Drive Apt 11E	Key Biscayne	FL	33149	305-361-6880
Carol	Matulonis	5502 Deer Run Dr	Ft Pierce	FL	34951	772-461-2800
Eli	Castanon	4097 NW 114th Avenue	Coral Springs	FL	33365	954-293-7209
Kristin	Garcia	521 NE 11 Ave	Pompano Beach	FL	33060	954-263-4565
Ana	Michael	8575 SW 127 St	Miami	FL	33156	786-303-9956
Sandra	Fontaine	7630 SW 163 Place	Miami	FL	33193	305-226-8550
Cynthia	Jackson	14 Jerome Rd	Fairburn	GA	30213	770-722-6036
Bernard	Harris	4682 Stonewall Tell Road	Atlanta	GA	30349	404-247-1168
Louis	Kraml	789 N Von Elm	Blackfoot	ID	83221	206-406-3939
Scott	Kelley	705 Park Ave	Lake Villa	IL	60046	847-245-8758
Shaina	Coleman	2250 Benefit St	New Orleans	LA	70122	504-638-7624

First Name	Last Name	Address	City	State	Zip	Phone
Tom	Hansen	23 N Main Street, Apt # 2	West Boylston	MA	01583	774-261-8292
Jason	Hooks	6739 Killdeer Court	Frederick	MD	21703	301-698-4983
Alison	Vannoy	1705 Westminster Way	Annapolis	MD	21401	410-562-4394
Mary Anne	Mooradian	41465 Challendon Way	Leonardtwn	MD	20650	720-841-7861
Kim	Schmitz	549 Quail Ridge Dr	Traverse City	MI	49686	231-632-4158
Cynthia	Gonzalez	6570 Hickory St NE	Fridley	MN	55432	763-221-4892
Tameka	Bryant	1651 SW Longview Road	Lee's Summit	MO	64081	816-922-0985
Joey	Jewell	4 Linda Street	Thomasville	NC	27360	336-476-4723
Heather	Williams	5225 Hedgerow Ln	Wilmington	NC	28409	561-254-1413
Doug	Ferreira	9 1/2 Kingbury St, Unit B	Derry	NH	03038	603-490-9622
Sue	Chan	11 Annmar Drive	Matawan	NJ	07747	732-685-3471
Mike	Galassini	84 Locker St	Beachwood	NJ	08722	732-244-1951
Himanshu	Parmar	1050 King Georges Post Rd	Fords	NJ	08863	732-738-4247
Pat	Shouldice	260 Burr St Ext	Barneget	NJ	08005	732-604-6516
Clyde	Snead	404 Ernest Dr	Hillsborough	NJ	08844	908-369-7059
Marc	Abady	62 San Anita Dr	Trinton Falls	NJ	07753	732-614-3229
Lawrence	Archuleta	Driftwood Ln #9, HC 74 Box 16B	Pecos	NM	87552	505-757-3030
John	Poon	7488 Santo Domingo Ave	Las Vegas	NV	89178	702-823-5991
Deanna	Birney	12 Duesenberg Drive	East Norwich	NY	11732	516-513-2736
Deborah	Fong	269 8 Street, Apt 1L	Brooklyn	NY	11215	718-826-6230
Marlene	Niles-Brown	239-33 148th Road	Rosedale	NY	11422	718-712-3781
Ted	Storto	142 Holiday Hbr	Canandaiqua	NY	14424	315-331-8888
Starr	Wlodarski	26479 Pin Oak Ct	Perrysburg	OH	43551	419-872-0064
Michelle	Hophan	293 Hemlock Ct, POBox 490	Lyons	OR	97358	536-508-1348
Salvatrice	Pitruzzella	318 N Broad St	Allentown	PA	18104	724-984-3626
Paul	Straker	1890 Addison Ave	West Mifflin	PA	15122	412-466-0289
Michael	Fisher	8246 Wesley Woods Cir	Cordova	TN	38018	901-355-0691
Chris	Herrod	5305 Flagstone Dr	Antioch	TN	37013	615-641-6949
Ellen	Kennedy	5532 Malachi Circle	Knoxville	TN	37918	865-922-1787
Alyce	Hartley	1846 Patricia Drive	Clarksville	TN	37040	931-933-0930
Chandra	Advanti	1616 Fair Oaks Dr	Westlake	TX	76262	817-991-3846
Chris	Endrai	2838 Rolling Fog Dr	Friendswood	TX	77546	713-703-1420
Elizabeth	Guthrie	2820 Bellamy Circle	Cedar Park	TX	78613	512-528-5141
Rick	McKenzie	7931 Sumac Ridge	San Antonio	TX	78250	210-420-8905
Sandrea	Moore	200 Sunny Crest Dr	Murphy	TX	75094	214-774-2880
Angi	Richey	18210 Steele Point Dr	Crosby	TX	77532	713-702-8199
Sharon	Snyder	12200 Columbia Springs Way	Bristow	VA	20136	571-248-0223
Andre	Xavier	1934 Asheville Dr	Charlottesville	VA	22911	434-270-2346
Michelle	Malliet	2029 Pershing Rd	New London	WI	54961	920-538-5825

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, 2013 or who have not communicated with us within 10 weeks of February 22, 2014. The list does not include those franchisees who transferred from one state to another during 2013.

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

List of Franchisees Who Have Left the System

Franchise Name	Address	City	State	Zip	Phone
Pamela Bournique	1506 Mockingbird Loop	Thatcher	AZ	85552	317-844-5239
Travel By Destination	9626 E Osage Ave.	Mesa	AZ	85212	480-382-3320
Claudia Augustson	2409 Calle Monte Carlo	San Clemente	CA	92672	949-366-0384
Janelle Ortiz	145 Cesta Street	Napa	CA	94559	707-367-0219
Amore Cruise Planners	80479 Camino San Mateo	Indio	CA	92203	760-772-2373
Garrett Boyd	2001 Bunkhouse Court	Placerville	CA	95667	530-295-8225
Shauna Hoffman	22475 Guadilamar Dr	Santa Clarita	CA	91350	661-297-3208
Manzoni Cruises	30981 River Rd	Soledad	CA	93960	831-776-2340
Lenora Karabas	5456 Loganberry	Oceanside	CA	92057	760-941-9060
Dave Patton	10327 Crosscreek Terrace	San Diego	CA	92131	858-368-9348
Vacation Paradise Cruises	13 Altimira	Trabuco Canyon	CA	92679	949-232-9190
Awesome Holidays	226 Grand Ave	Monrovia	CA	91016	626-617-1489
Catherine Louise	1500 7th St, Capitol Towers 2L	Sacramento	CA	95814	916-532-5762
Chatfield Cruise and Travel LLC	10262 Spread Eagle Mtn	Littleton	CO	80127	303-948-2273
Eric Peterson	1894 S Madison St	Denver	CO	80210	303-495-5717
Barbra McGraw	2303 Owens Ave, Unit 103	Fort Collins	CO	80528	970-568-8044
Paul Eichhorn and James Lewis	4114 S Liverpool Way	Aurora	CO	80013	303-356-2787
Richard Gardella	33 Crossroads Lane	Glastonbury	CT	06033	860-882-3681
Dianne Davis	362 Porta Rosa Circle	St. Augustine	FL	32092	904-940-9573
Diana Farr	1130 Gulfstream Lane	Key Largo	FL	33037	305-522-6672
Nancy Levinsohn	7856Trieste Place	Delray Beach	FL	33446	561-495-8346
Your Cruise Agents	2395 Hammock View Drive	Winter Garden	FL	34787	904-322-7691
Sharon & Matt Scott	220 Park Shores Circle, Apt. C	Vero Beach	FL	32963	772-226-5170
Helene Waisblat, ECC	4018 NW 72 Avenue	Coral Springs	FL	33065	954-755-9929
Cruise Arrangers-Soccer@Sea	378 Northlake Blvd #274	North Palm Beach	FL	33408	561-249-9083
JOY FEDERIGO	5951 Wellesley Park Dr, #7023	Boca Raton	FL	33433	561-750-5455
Winning Destinations	Joanne Shultz, 11224 NW 65 Ct	Parkland	FL	33076	954-227-0820
Captivating GetAways LLC	1701 The Greens Way # 716	Jacksonville Beach	FL	32250	904-239-5722
Natasha Mcgrath	2496 Hassonite St	Kissimmee	FL	34744	407-574-6714
Carlos A. Perez	14130 Leaning Pine	Miami Lakes	FL	33014	305-215-7264
Sana Elwishahi	17000 North Bay Road, Unit 1715	Sunny Isles Beach	FL	33160	408-905-1518
Teresa LeClair	8919 Rockridge Glen Cove	Boynton Beach	FL	33473	954-531-4343
Michael Koenigsberg	1844 N.Nob Hill Rd #617	Plantation	FL	33322	954-572-6500
Barbara Von Pagel	1353 Edgewater Ct	Lutz	FL	33559	813-435-1967
Alberto Toruno	PTY 3898, 2789 NW 82nd Ave, Doral	Miami	FL	33122	786-507-8322
tlctravelandcruise	328 SE 17th Pl	Cape Coral	FL	33990	239-673-7046
Sonia Desrois	2780 NE 183rd St, Apt 1402	Aventura	FL	33160	305-496-2101
Southern Breeze Cruises & Adventu	4232 Thomas Wood Lane	Winter Haven	FL	33880	863-293-6699
Cruise & Tour Vacations	444 Brickell Ave. Suite # 51-295	Miami	FL	33131	305-908-1757
olinda guilarte	2485 W 4th Ct	Hialeah	FL	33010	305-456-1968
Bella Sol Travel, llc	8026 Airport Grade	Perry	FL	32348	954-278-3911
Bruce Reichert	297 Sabal Lake Dr	Naples	FL	34104	239-6013-5998
crumaxtravel.com	6171 SW 110 Ave	Miami	FL	33173	305-279-5445
Majestic Journeys, LLC	125 Thompson Circle	Tallahassee	FL	32312	850-329-0989
Heather Comer	20120 Seagrove St #2403	Estero	FL	33928	000-000-0000
Angie Hodsdon	24 Hawks Branch Lane	White	GA	30184	770-324-7512
Tim Kangas, Franchise Owner, MC	15 Sedgewick Court	Sharpsburg	GA	30277	770-463-5618
Melisa Caudle	101 George Byrom Road	Newnan	GA	30263	912-222-7808
Callihan Travel	1335 Great River Parkway	Lawrenceville	GA	30045	770-339-6005
Patricia Turunen	60 Courtyard Drive	Newnan	GA	30265	808-227-8141
21st Century Cruises & Tours	890 Foxworth Blvd, Apt # 116	Lombard	IL	60148	630-748-1331
Chuck Corrigan	1310 W. Rosedale	Chicago	IL	60066	773-546-8803
Cindy Shine	2411 Williamstown Ct	Naperville	IL	60564	630-291-0320
Sanders Global Travel	430 East 162nd Street # 158	South Holland	IL	60473	708-221-6359
Tom's Cruises	7308 Sycamore Run Drive	Indianapolis	IN	46237	317-403-1606
JH Travel by Design	2910 Saddle Club Road	Greenwood	IN	46143	317-530-2357
Casey Constable	2417 Buckingham Square, Apt 322	Urbandale	IA	50322	954-344-8060
Extravagant Escapes Travel	1890 Star Shoot Pkwy, Ste 170-105	Lexington	KY	40509	859-699-9656
Dinah Pecquet	1233 Aurora Ave	Metairie	LA	70005	504-831-4796

Franchise Name	Address	City	State	Zip	Phone
Wesley Carter	125 Portland Ave #27	Old Orchard Beach	ME	04064	207-934-2088
Gene Roberts	504 St Martins Lane	Severna Park	MD	21146	443-630-9006
Bill Sargent	10 Roosevelt Ave	South Hamilton	MA	01982-1827	978-468-8027
Rod Lopez	210 S Maple St	Sturgis	MI	49091	269-659-0051
Julie Kerr	611 White Pine Dr	Cadillac	MI	49601	231-468-2729
Cecilia Sarmiento	31408 Harper Ave #249	St. Clair Shores	MI	48082	586-461-2373
NorthWind Travel, Inc.	2160 Aberdeen NE	Grand Rapids	MI	49505	616-447-8443
Paul Hoekstra	5121 Yuma Ln N	Plymouth	MN	55446	630-701-8170
Katy Bagdon	1606 5th Ave SE	Rochester	MN	55904	734-258-8624
Anita Keo	10149 Bridgewater Ct	Woodbury	MN	55129	651-342-3498
Leona Greeves	6685 Telegraph Rd. Ste. A	St. Louis	MO	63129	314-846-2500
Christine Coble	2397 S Farm Road 115	Springfield	MO	65802	417-865-1991
Toni Svaleson	PO Box 223, 119 Cranson	Elliston	MT	59728	406-437-2942
Barbara Arendt	PO Box 23023	Lincoln	NE	68542	402-475-7447
Terry W. Bowler	154 W Perkins Ave, PO Box 842	Overton	NV	89040	702-397-8800
Don Giorgione	1818 Russet Drive	Cherry Hill	NJ	08003	856-685-7329
Cruise and Travel Central	6 Spoganz Avenue	Carteret	NJ	07008	732-889-4780
Linda Tancs	649 Route 206, #9-216	Hillsborough	NJ	08844	908-428-4224
Amir Labib	486 Pine Hill Rd	Leonia	NJ	07605	201-543-3482
Susan McCann	58 Atlantic St	Metuchen	NJ	08840	610-398-6287
Bob Foster	5400 Montgomery NE # 509-B	Albuquerque	NM	87109	954-344-8060
Michael Cochrane	60 Churchview Lane	Pittsford	NY	14534	585-285-4136
Geary Cruise and Travel	798 W Washington St	Geneva	NY	14456	585-261-1057
Cruise Planners: Tony Accardi	150 Jerusalem Ave	Massapequa	NY	11758	516-986-4748
Manuel Jimenez	286 South Street, Apt 10d	New York	NY	10002	646-201-9236
Elizabeth Eastman	412 West 147 St	New York	NY	10031	770-209-4483
DMH Travel LLC.	136 Trotter Ridge Dr	Mooresville	NC	28117	704-746-3665
Lena Hennessey	2324 Narawood Street	Raleigh	NC	27614	919-229-4553
R & J TRAVEL	2119 Danville Drive	Cincinnati	OH	45233	513-941-0043
Pamela Hartman	2228 Orchard Road	Ottawa Hills	OH	43606	419-754-7034
Great Family Cruises	16 Pitkin Drive	Hudson	OH	44236	330-315-2828
Jannine Howard	767 Rockhill Avenue	Kettering	OH	45429	937-619-9438
Vicki Rich	6956 East Broad St., #301	Columbus	OH	43213	614-610-1408
Stephen Glantz	1719 Stone Creek Ln	Twinsburg	OH	44087	440-799-0149
Lezlie Lane	401 Willow Creek Drive	Tuttle	OK	73089	405-314-4414
Stacie and Derek Cruises	PO Box 141, 15998 Rabbit Hill Ln	Powell Butte	OR	97753	541-323-6364
Tammi Olund	18369 Longfellow Ave	Lake Oswego	OR	97035	503-406-1030
CISCO Travel	11918 SE Division Street	Portland	OR	97266	503-935-9146
Cathy Steinberg	910 Bowman Avenue	Wynnewood	PA	19096	610-585-4795
Sajjad Siddiqui	214 N Broad St	Lansdale	PA	19446	267-263-1004
Travel Cruises PLUS	399 Gates Rd	Hershey	PA	17033	717-298-6040
The Cruise Travel Site	402 34th Ave North	North Myrtle Beach	SC	29582	843-427-7448
Mark Harper	5037 Timberhill Drive	Nashville	TN	37211	615-833-8683
Alma Worley Cruises	1579 Shadwick Cemetery Rd.	Hixson	TN	37343	423-847-6580
Majestic Bay Travel Agency, LLC	308 RC Barrett Road	Kingsport	TN	37660-8240	423-348-8785
Exotic Travel Dealz, LLC	3001 McCarthy Street	Irving	TX	75062	337-404-3780
Barbara Stansfield	PO Box 131118	The Woodlands	TX	77393	480-225-8202
Sandra Bakkethun	1306 Feather Crest Dr	Krum	TX	76248	940-398-4200
Dustin Odom	306 Jackson Rd.	Kilgore	TX	75662	512-851-0656
Ken Peek	9921 Tara Oaks Cr	Waco	TX	76712	254-399-8956
Kevin Morris	406 Sunrise Canyon Dr	Universal City	TX	78148	210-265-5893
Laura West	1716 W Fox Bay Drive, H-202	Heber City	UT	84032	435-640-9654
Lynn Swogger	9602 Nuthatch Dr	Fairfax Station	VA	22039	703-690-5811
Vacations Now	9435 Lorton Market St, Ste #262	Lorton	VA	22079	703-436-1600
Carl Absher	3825 Catawba Road,	Blackburg	VA	24060	540-961-0150
Super Nova Travels	1601 Spring Gate Dr. #1407	McLean	VA	22102	240-441-7028
ON 3 TRAVEL	9743 Lees Mill Rd	Warrenton	VA	20186	540-351-1629
Lisa Harvey	16432 Oakridge Ct SE	Yelm	WA	98597	360-960-8079
Rob Sargent	8549 135th Ave SE	Newcastle	WA	98059	425-941-3134
Dennis Jenks	6609 Raymond Rd	Madison	WI	53711-3905	608-807-1761

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 BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.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 McDonough
Mary Joanne McDonough, 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 attested, 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

Stephany L. Brant
Stephany L. Brant, Assistant Vice President

Certified Copy Void Without Hanover Watermark

Q5805

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1/6/11



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
 Citibank Insurance Company of America | 943 West Grand River Avenue, Newark, NJ 07102

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.....	1,617,492,298
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

} ss:

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 law governs 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 laws of Illinois 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.

**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)

(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. Schwabner

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 place within the United States, or, if the following line be 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 set 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 acts, to execute and acknowledge for and on its behalf any and all bonds, recognitions, contracts of indemnity, writings of claim 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.

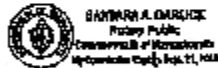


THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA
Robert Thomas
Robert Thomas, Vice President

Joe Rosenkranz
Joe Rosenkranz, 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 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. Gaillet
Barbara A. Gaillet, Notary Public
My Commission Expires September 21, 2014

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 certificates 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 signed, 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 16th day of October 2012.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA
J. Michael Roth
J. Michael Roth, 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, subs. 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 Branstrom
Joe Branstrom, 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 100% owned, privately held insurance company. The Hanover Insurance Group is a 100% owned, privately held insurance company.

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)	\$ 9,411,700
Bonds and Stocks	2,542,915,019
Other Admitted Assets	838,004,419
Total Admitted Assets	<u>4,007,990,291</u>
LIABILITIES, CAPITAL AND SURPLUS	
Reserve for Unearned Premiums	\$ 763,513,526
Reserve for Loss and Loss Expenses	1,877,692,293
Reserve for Taxes	0
Funds Held Under Reinsurance Agreements	5,279,372
Reserve for all other Liabilities	173,157,143
Capital Stock - \$1.00 per share	\$ 5,000,000
Net Surplus	<u>1,438,093,310</u>
Policyholders' Surplus	<u>1,438,093,310</u>
Total Liabilities, Capital and Surplus	<u>4,007,990,291</u>

COMMONWEALTH OF MASSACHUSETTS
 COUNTY OF MIDDLESEX

John R. Lusk, Cash 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. LUSK
 Cash Treasurer

QB\138180.00002\10083294.16
 3/16/11

**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 Loockerman 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 Business Oversight <i>Los Angeles</i> 320 West 4 th 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 th 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	Department of Labor & Regulation 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 th Floor Madison, Wisconsin 53703 (608) 266-2801	Administrator, Division of Securities Department of Financial Institutions 345 W. Washington Ave., 4 th 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 17, 2014

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 17, 2014. 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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- E State Specific Riders and Addenda
- 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