



 **CRUISE PLANNERS®**  
YOUR CRUISE & VACATION EXPERTS

**FRANCHISE  
DISCLOSURE  
DOCUMENT**



**888.582.2150**

**CruisePlannersFranchise.com**

3111 N. UNIVERSITY DRIVE, SUITE 800  
CORAL SPRINGS, FL 33065

## FRANCHISE DISCLOSURE DOCUMENT



CP Franchising, LLC  
a Delaware limited liability company  
3111 N. University Drive, Suite 800  
Coral Springs, Florida 33065  
(954) 344-8060  
[franchising@cruiseplanners.com](mailto:franchising@cruiseplanners.com)  
[www.cruiseplanners.com](http://www.cruiseplanners.com)

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

The total investment necessary to begin operations of a **CRUISE PLANNERS®** Business ranges from \$1,945 to \$20,465. These totals include \$695 to \$12,165 that must be paid to the franchisor or its 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, 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, (954) 344-8060, [franchising@cruiseplanners.com](mailto:franchising@cruiseplanners.com).

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

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

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

Issuance Date: April 18, 2024

## How to Use This Franchise Disclosure Document

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

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

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Florida. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Florida than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise or loss of your investment.
3. **Sales Performance Requirement.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

## MICHIGAN NOTICE

**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:**

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assents to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
  - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
  - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
  - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to sell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

**The fact that there is a notice of this offer 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 the Michigan Department of Attorney General, Consumer Protection Division, 670 Law Building, Lansing, MI 48913, (517) 373-7117

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

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**ITEM 1.**  
**THE FRANCHISOR AND ANY PARENTS, 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 do business under the name **CRUISE PLANNERS®**. 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 of the owners must agree to be jointly and severally bound by the Franchise Agreement.

**Franchisor**

We are a Delaware limited liability company formed on July 25, 2005. Our principal business address is 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, (954) 344-8060. Our agent or agents for service of process are set out in Exhibit G. We have owned and operated one **CRUISE PLANNERS®** business of the type being franchised, in Coral Springs, Florida, since July 2005. We began offering **CRUISE PLANNERS®** franchises in July 2005. We have not offered franchises in any other line of business, and we do not engage in any other business activity.

**Franchisor's Parents, Predecessors and Affiliates**

Our parent, Cruise Planners Holdings, Inc. ("Holdings"), is a Florida corporation formed on December 28, 1998. Holdings was named CP Franchising, Inc. until August 8, 2005, was named MLM Franchising, Inc. from August 8, 2005 to March 13, 2013, and assumed its current name on March 13, 2013 as the result of a merger with MLM Planners, Inc. (previously named CP, Inc.). Holdings is headquartered at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, (954) 344-8060. Holdings does not offer franchises in this or any other line of business, does not provide products or services to **CRUISE PLANNERS®** franchisees, does not guarantee our performance under the Franchise Agreement, and does not operate a business of the type being franchised.

We have no predecessors required to be disclosed in this Item.

Our affiliate, CP Cares, Inc. ("CP Cares"), is a Florida not-for-profit corporation formed on December 16, 2015. CP Cares is headquartered at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, (954) 344-8060. CP Cares raises funds for charitable causes, and sells promotional and branded merchandise to **CRUISE PLANNERS®** franchisees. All proceeds from the sale of the promotional and branded merchandise are donated to charitable causes. CP Cares does not offer franchises in this or any other line of business, and does not offer any other products or services to **CRUISE PLANNERS®** franchisees.

We have no other affiliates required to be disclosed in this Item.

**CRUISE PLANNERS® System**

We sell franchises for the operation of **CRUISE PLANNERS®** Businesses. Franchised **CRUISE PLANNERS®** Businesses have been operating since about December 1994. **CRUISE PLANNERS®** Businesses are individually owned and operated travel advisor businesses, conducted according to our current franchise agreement (the "**Franchise Agreement**"), a copy of which is attached to this disclosure document as Exhibit A. We manage the **CRUISE PLANNERS®** network of franchisees. We operate one **CRUISE PLANNERS®** business primarily as a way to test new technology.

## **Competition**

There is a lot of competition in the travel business. Local independent businesses compete with our franchisees, as well as local, regional, national and international chains. The services our franchisees sell are well recognized by consumers and widely available from other sources. The market for our franchisees' services is well developed. The services are sold to individuals, as well as to businesses in the form of corporate group bookings. Selling is not seasonal, because many Travel Suppliers operate all year in various parts of the world, except that selling is seasonal for certain destinations that have seasons, where warmer seasons are generally busier. The travel business, as well as your individual business, may be affected by restrictions related to acts of God and other extraordinary circumstances, such as pandemics.

## **Regulations**

In some states, such as California, Florida, Hawaii, Iowa, and Washington, you may be required to comply with "Seller of Travel" registration laws which may require you to pay a fee and register or become licensed under the state's laws. In addition, other states may have regulations applicable to travel advisors and agencies requiring refunds and certain disclosures to consumers. Other than laws, rules and regulations that govern travel advisors and agencies, and businesses generally, we are not aware of any other specific regulations governing the sale of travel services. If you move to a different state during the term of your franchise, you must comply with the new state's registration or licensing requirements.

In addition to laws relating to the sale of travel, you may also be required to comply with certain federal ecommerce laws, including the TCPA and CAN-SPAM regulations. The TCPA is the Telephone Consumer Protection Act, and it regulates all marketing calls and text messages made to mobile and/or residential phones. The CAN-SPAM Act is the Controlling the Assault of Non-Solicited Pornography and Marketing Act. It regulates commercial emails, establishes requirements for commercial messages, and provides recipients the ability to opt-out of receiving emails. Some states, such as New York and California, have their own data security and privacy laws which regulate the handling of consumer personal information and require certain disclosures as well as cyber security protections. Data protection laws may vary from state to state, and may require different forms of compliance.

## **ITEM 2. BUSINESS EXPERIENCE**

### **Principal Owner, President and Chief Executive Officer: Michelle Fee**

Michelle Fee has been our Principal Owner and President since July 2005, and our Chief Executive Officer since November 2006.

### **Chief Operations Officer: Theresa Scalzitti**

Theresa Scalzitti has been our Chief Operations Officer since February 2023. From February 2020 to January 2023, Ms. Scalzitti was our Chief Sales Officer. From February 2016 to February 2020, she was our Vice President of Sales and Marketing.

### **Chief Information Officer: Brian Shultz**

Brian Shultz has been our Chief Information Officer since June 2015. Mr. Shultz was our Vice President of Information Technology from October 2011 to June 2015, and our Senior Director of Information Technology from October 2009 to October 2011.

**Chief Strategy Officer: Scott Koepf**

Scott Koepf has been our Chief Strategy Officer since February 2023. Mr. Koepf was our Vice President of Strategic Development since March 2018 to January 2023.

**Director of Franchise Development: Dan Hicks**

Dan Hicks has been our Director of Franchise Development since February 2023. He was one of our Franchise Development Managers and our Vice President of Franchise Development from May 2015 to January 2023.

**Associate Vice President of Finance: Nikki Hetzel**

Nikki Hetzel has been our Associate Vice President of Finance since January 2022. Ms. Hetzel was Senior Director of Accounting and Finance from December 2019 to December 2021, and our Controller from July 2018 to December 2021.

**Senior Franchise Development Manager: Katja Rosado**

Katja Rosado has been our Senior Franchise Development Manager since October 2021. Ms. Rosado was our Senior Franchise Operations Manager from February 2020 to September 2021. Ms. Rosado was our Manager of Franchise Development from October 2017 to February 2020.

**Franchise Development Manager: Mark Junette**

Mark Junette has been our Franchise Development Manager since May 2022. From January 2021 to April 2022, Mr. Junette served as a fulltime caregiver to his mother. From January 2014 to December 2020, Mr. Junette was National Sales Director with Scenic Cruises and Tours based in Boston, Massachusetts, and held executive positions with The Travel Corporation and Collette Vacations.

**ITEM 3.  
LITIGATION**

**Pending Matters**

None

**Concluded Matters**

CP Franchising, LLC d/b/a Cruise Planners v. Allison Elliott, Case No. 19-cv-62911-XXXX, U.S. District Court Southern District of Florida. On November 22, 2019, CP Franchising, LLC (“CP”) filed a complaint against Allison Elliott (“Defendant”), a terminated franchisee, alleging trademark infringement under the Lanham Act (15 U.S.C. §1051 et seq.), breach of contract, and defamation. The complaint seeks injunctive relief, damages in an unspecified amount, attorneys’ fees, and costs. On January 1, 2020, Defendant then filed a counterclaim against CP, alleging breach of contract, misrepresentation, violation of the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. §501.201 et seq.), and fraud (“Counterclaim”). The Counterclaim sought damages in an unspecified amount. On June 5, 2020, the Court granted CP’s motion to dismiss the Counterclaim. On September 16, 2020, the Court denied Defendant’s motion to file an amended Counterclaim. On November 6, 2020, CP obtained a default judgment on its claims against Defendant, for trademark infringement, breach of contract and defamation. At the Court’s request, on November 20, 2020 and January 19, 2021, CP submitted documentation of its costs and attorneys’ fees to aid in the Court’s determination of CP’s damages. CP also requested the Court to enjoin Defendant from engaging in any further defamatory actions, and to order Defendant to immediately remove

any defamatory communications still existing on social media. On November 30, 2021, the Court issued a Final Default Judgment in favor of CP which enjoins the Defendant from posting defamatory statements about CP on social media and disseminating defamatory statements about CP to state, federal and local agencies, public forums, or prospective or current franchisees and customers. The Final Default Judgment also awarded CP damages totaling \$56,740.

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 existed to allege that Respondents violated the registration and disclosure provisions of the Maryland Franchise Law in relation to the offer and sale of franchises in Maryland. In responding to the inquiry, Respondents disclosed that CP Franchising, LLC had 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 in which 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 CP Franchising, LLC's pending application to register its franchise offering in Maryland; and offer rescission to the franchisee in Maryland who was sold an unregistered franchise.

Other than these 2 actions, 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 disclosure document) will, on signing the Franchise Agreement, pay us a one-time, lump sum, nonrefundable franchise fee. All franchise fees are payable and fully earned by us when you sign the Franchise Agreement. 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 suppliers and such other information as we deem relevant). We determine your experience level in our sole discretion.

<b>Initial Franchise Fee</b>	<b>Category</b>	<b>Definition of Category</b>
\$10,995	New Travel Advisor	No previous travel advisor experience.
\$6,995	Some Experience in Travel Industry ("SETI")	Applicant is currently or has recently been working for or with an Approved Travel Entity and has advanced knowledge and experience in the travel industry that we deem satisfactory and appropriate.
\$3,995	Retail Experience in Travel Industry ("RET")	Applicant has a current International Air and Travel Agent Network ("IATAN") card or a Cruise Line International Association ("CLIA") certification, and has direct recent retail travel sales experience within the previous 18 months that we deem satisfactory and appropriate.

<b>Initial Franchise Fee</b>	<b>Category</b>	<b>Definition of Category</b>
\$695	Seasoned Travel Advisor	Applicant has a current IATAN card or a CLIA certification, and has had at least \$100,000 of Departed Commissionable Sales during the previous 12 months or at least \$5,000 in earned commissions during the last calendar year, and other qualifications we deem suitable for a Travel Advisor with a high level of current experience.

The Initial Franchise Fee is uniform, except as described below.

From time to time, we may offer reductions in the Initial Franchise Fee based on performance, special promotions, or other criteria. Also, we may vary the amount of an Initial Franchise Fee based on the qualifications, experience level and other resources available to a particular franchisee. In 2023, the amounts paid to us ranged from \$0 to \$10,995.

We currently participate in the IFA's VetFran program. Currently, we offer a discount of \$4,000 for New Travel Advisors who are qualified U.S. military veterans or first responders such as police officers and firefighters. From time to time, we may increase the amount of the discount.

### **E&O Insurance Fee**

You must purchase errors and omissions ("E&O") insurance through us at the then-current annual fee (currently \$180 per person per year). E&O Insurance covers liability to customers for any mistakes you might make when booking travel for them. The Initial Franchise Fee covers the first year's nonrefundable annual fee for E&O insurance for 1 person in your franchise. On signing the Franchise Agreement, you must purchase E&O insurance for any additional person in your franchise, including any co-owner of the franchise. As such, the estimated E&O costs may range from \$0 (if you do not have any Associates or co-owners) to \$180 (if you have one Associate or co-owner); however, this is not a maximum and you must pay \$180 per year for each of your additional co-owners or Associates (if any).

### **Annual Access Fee**

You must pay us an annual access fee for each person we require you to register as a co-owner or Associate. This fee is currently \$85 per person per year and is nonrefundable. During the term of the Franchise Agreement, we waive the annual access fee for one person in your franchise. On signing the Franchise Agreement, you must pay us the first annual access fee for any additional person, including any co-owner of the franchise. As such, the estimated initial annual access fee may range from \$0 (if you do not have any Associates or co-owners) to \$85 (if you have one Associate or co-owner); however, this is not a maximum and you must pay \$85 for each of your additional co-owners or Associates (if any).

The annual access fee offsets some of our costs associated with providing access to marketing, training, business development, suppliers, business tools, and other resources; creating and maintaining separate login names and passwords for franchisees and their Associates on our proprietary web-based CRM software, our intranet, and related systems (e.g., learning systems, extranet, etc.); and providing ongoing support to franchisees.

### **Initial Training Program Fee**

The Initial Franchise Fee covers one person's attendance at the Initial Training Program (which is an in-person training program). For each Associate or additional co-owner who attends the Initial Training Program, you must pay us a training fee of \$695. In addition, an Associate Virtual Training Program, which

can be completed via our online training software, is available to an Associate as part of a \$249 associate registration fee. As such, the estimated training fee may range from \$0 (if you do not have any Associates or co-owners) to \$695 (if you have one Associate or co-owner); however, this is not a maximum and you must pay \$695 for each of your additional co-owners or Associates (if any).

These fees are nonrefundable and uniform, except as described below. We reserve the right to vary the amount of the training fees depending upon the qualifications, experience level, and other resources available to the franchisee.

If you are a New Travel Advisor or a SETI, we provide one hotel room for your use during the Initial Training Program, at no charge to you, except as described below. You must pay for any additional hotel rooms. If you do not attend the Initial Training Program within the first 2 training cycles after the effective date of the Franchise Agreement, we may charge you the cost difference for the one hotel room that we provide, if the hotel room rate has increased.

If you are a RET or a Seasoned Travel Advisor, you must pay for all of your hotel rooms during the Initial Training Program.

**ITEM 6.  
OTHER FEES**

(1) Type of Fee <sup>1</sup>	(2) Amount	(3) Due Date	(4) Remarks
Royalty <sup>2</sup>	1.5% - 3% of Gross Commissionable Fares <sup>3</sup> depending on the commission rates paid by Travel Suppliers <sup>4</sup>	We deduct royalty fees and other amounts due us from the commissions we receive from Travel Suppliers. <sup>3</sup>	From time to time, we offer sales incentive programs which may lower your royalty fees to as low as 0% if you achieve certain sales volume levels.
Annual Maintenance <sup>5</sup>	\$0 to \$2,000 per year <sup>4</sup> – amount varies depending on your experience level, your Departed Commissionable Revenue <sup>2</sup> and the number of years you have been a franchisee	On the anniversary of your franchise; the 3rd year annual maintenance fee is due upon renewal.	Amount varies based on Departed Commissionable Revenue.
Annual E&O Insurance Fee <sup>6</sup>	\$180 annually per person for you, any co-owner, and each Associate	On the anniversary of your franchise	The first year's E&O insurance fee for 1 person in your franchise is included in the Initial Franchise Fee.
Administrative Service Fee	\$70 per month	Monthly	This is for continuing support and access to various support resources.
Transfers <sup>7</sup>	Currently \$695 - \$7,500	Payable when the transfer takes place	Transfer fee varies based on sales volume of franchise and other criteria
Returned Check	\$50 per check	When you make good on the returned check which you must do within 7 days of the notice of default	

(1) Type of Fee <sup>1</sup>	(2) Amount	(3) Due Date	(4) Remarks
Franchise Changes (Relocation, legal entity, business telephone number)	Currently \$195	When we approve your relocation or change in owner's legal entity and when you change your business telephone number	One-time waiver for changes within 90 days of Commencement of Operations
Administrative Fee to Add an Associate	Currently \$75 one-time charge for each person you add as an Associate.	As incurred	Only charged if you add additional Associate(s)
Background Check for an Additional Owner or Associate	\$50 one-time charge for each additional owner or Associate	As incurred	We conduct a background check on you, your owners, and your Associates. One background check is done at our expense. The fee is only charged if you have more than one owner or add additional Associate(s)
Associate and Other Training Fees	\$100 to \$695 <sup>8</sup>	Prior to training	
Training Cancellation	\$249-\$695	As incurred	
Additional Marketing Services	Will vary depending on purchases.	As incurred	You have the option to purchase our magazines, customized marketing pieces and assets, promotional materials, and social media management services <sup>9</sup>
Indemnification	Will vary under circumstances <sup>10</sup>	As incurred	
Costs and Attorneys' Fees	Will vary under circumstances <sup>11</sup>	As incurred	
Annual Access <sup>12</sup>	Currently \$85 per person per year (fee for 1 person waived)	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	\$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.	First domain name is free.

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. To account for inflation and rising costs, we may increase certain fees, such as the Annual Access Fee and the Administrative Service Fee, from time to time, but no more than once in any 3-consecutive-calendar-year period and by no more than 15% per increase.

2. "**Gross Commissionable Fare**" means the total fare for a reservation sold by, at, from, through or arising out of your **CRUISE PLANNERS®** Business as quoted by a Travel Supplier before deducting commissions, markups, discounts, refunds, adjustments, credits, and allowances, and less any non-commissionable amounts such as federal or municipal sales taxes, use taxes or service taxes collected from customers and paid to the appropriate taxing authority. We will net the Royalty Fee and any other amounts due to us and remit the remainder of the commissions earned from your Departed Commissionable Revenue 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 a 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 12th 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 13th 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. If a Travel Supplier does not provide an itemized breakdown of the commissions applicable to each portion of a bundled travel package and the commissionable revenue for each item bundled, we reserve the right to charge you a 3% royalty based on the total gross amount quoted by a Travel Supplier and paid by the customer, instead of Departed Commissionable Revenue. We reserve the right to change the way in which commissions are calculated at any time and without prior written notice to you.

3. **"Departed Commissionable Revenue"** means the total Gross Commissionable Fares for Travel Products and Services that have departed and for which we have received commissions from Travel Suppliers. Discounts you give to customers will reduce Departed Commissionable Revenue.

4. The royalty percentage varies based on the commission rates paid by Travel Suppliers (or markup charged by you), as follows: (a) on commission rates (or markups) of 6% or more, royalties are 3% of the Gross Commissionable Fare; (b) on commission rates of less than 6%, royalties are 1.5% of the Gross Commissionable Fare; (c) if you do not book travel using the CRUISE PLANNERS® CRM system, no commission will be recognized or paid; (d) if a Travel Supplier does not provide an itemized breakdown of the commissionable fare applicable to each portion of a travel package or each item of a bundled travel package, we reserve the right to charge you a 3% royalty based on the total gross amount quoted by a Travel Supplier and paid by the customer, instead of Departed Commissionable Revenue; and (e) if the booking is non-commissionable and you charge a markup, we reserve the right to charge you a 20% to 30% royalty on the total markup amount.

5. The annual maintenance fee is calculated as follows:

New Travel Advisors, RET, and SETI	Departed Commissionable Revenue		
	Under \$15K	\$15K or more	
Fiscal Years 1 – 3 and all subsequent renewals	\$500	No Charge	
Seasoned Travel Advisors	Departed Commissionable Revenue		
	Under \$75K	\$75K - \$100K	Over \$100K
Fiscal Years 1 – 2	\$2,000	\$1,000	No Charge
	Under \$15K	\$15K or more	
Fiscal Year 3 and all subsequent renewals	\$500	No Charge	



The first “Fiscal Year,” as defined in the Franchise Agreement, ends on the last day of the 12th month after the Commencement of Operations. Each subsequent Fiscal Year runs for the next 12-month period thereafter. “Departed Commissionable Revenue” means commissions you derive from departed travel sales and excluding sales for which the departure date has not passed as of the end of the Fiscal Year.

6. We use this fee to reimburse ourselves for the policy premiums we pay the insurer for E&O insurance coverage and our administrative costs.

7. We charge a transfer fee that is reasonable to cover our technology and administrative costs associated with a transfer, including the approval and training of the transferee. We determine the amount of the transfer fee, currently from \$695 to \$7,500, on a case-by-case basis. The fee can be as low as \$695 if the transferee has extensive travel agency experience.

8. For an Associate, the fee to attend the Initial Training Program is \$695. This fee does not cover hotel accommodations or airfare. In addition, an Associate Virtual Training Program, which can be completed via our online training software, is available to an Associate for a \$249 associate registration fee. The fee to re-take the Initial Training Program is \$695. These fees do not cover hotel accommodations or airfare. These fees are subject to change on written notice from us.

9. Some marketing services, such as social media management, and marketing and promotional materials, are supplied by third parties and not us.

10. You must reimburse us if we are held liable for claims arising from your operation of your 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 must 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.

12. The annual access fee offsets some of our costs associated with providing access to marketing, training, business development, suppliers, business tools, and other resources; creating and maintaining separate login names and passwords for franchisees and their Associates on our proprietary web-based CRM software, our intranet, and related systems (e.g., learning systems, extranet, etc.); and providing ongoing support to franchisees.

**ITEM 7.  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

<b>Type of Expenditure</b>	<b>Amount (Low - High)</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Initial Franchise Fee <sup>1</sup>	\$695 - \$10,995	Lump sum	When you sign the Franchise Agreement	Us
Office Equipment, Furniture and Fixtures <sup>2</sup>	\$50 - \$2,200	As agreed	As agreed	Third Parties
Start-Up Marketing	\$500 - \$1,500	As agreed	Prior to opening	Third Parties

Administrative Service Fee – 3 Months <sup>3</sup>	\$0 - \$210	As incurred	Monthly	Us
Professional Fees <sup>4</sup>	\$100 - \$500	As agreed	As agreed	Third Parties
E&O Insurance	\$0 - \$180	Lump sum	When you sign the Franchise Agreement	Us
Annual Access Fee <sup>5</sup>	\$0 - \$85	Lump sum	When you sign the Franchise Agreement	Us
Initial Training Program Fees <sup>6</sup>	\$0 - \$695	Lump sum	When you attend the initial training	Us
Initial Training Program Expenses <sup>7</sup>	\$100 - \$450	As incurred	As incurred	Third Parties
Licenses and Permits <sup>8</sup>	\$150 - \$650	Lump sum on application	Prior to opening	Third Parties
Miscellaneous Opening Costs <sup>9</sup>	\$100 - \$500	Lump sum	As incurred	Third Parties
Additional Funds – 3 Months <sup>10, 11, 12</sup>	\$250 - \$2,500	Terms vary	As incurred	Third Parties
<b>TOTAL<sup>14</sup></b>	<b>\$1,945- \$20,465</b>			

### Explanatory Notes:

1. Amounts payable to us are nonrefundable. 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 first year's E&O insurance fee for 1 person in your franchise is included in the Initial Franchise Fee. (See Item 5).

2. If you do not already have these items, the office equipment you will need to purchase includes a phone system, a computer system (\$0 to \$1,700, as indicated in Item 11), and a paper shredder. You may also need to purchase typical office furniture such as a desk and a chair, if you do not already have them. The low end assumes you already have most of the equipment and furniture necessary to conduct your business, whereas the high end assumes you need to purchase most of these items. Typically, a new franchisee already owns many of these items.

3. After you commence operations, this monthly fee offsets a portion of our expenses for the support that we provide to you, which includes without limitation, business coaching, marketing support, business management programs and tools such as our CRM system, website management, and social media marketing. The monthly fee is \$70.

4. 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 depending on the rates charged by the professionals you choose.

5. This estimate assumes at the low end that you do not have any Associates or co-owners, and at the high end that you have one Associate or co-owner.

6. This estimate assumes at the low end that you do not have any Associates or co-owners, and at the high end that you have one Associate or co-owner who will attend the Initial Training Program. There is no charge for one owner to attend the Initial Training Program. There is a \$695 fee for each Associate or co-owner who attends the Initial Training Program. In addition, an Associate Virtual Training

Program, which can be completed via our online training software, is available to an Associate for a \$249 associate registration fee.

7. This estimate assumes at the low end that you do not have any Associates or co-owners, and at the high end that you have one Associate or co-owner who will attend the Initial Training Program when you start with us. If you are a New Travel Advisor or a SETI, we will provide you with one hotel room during the Initial Training Program, at no charge to you, except as described below. You must pay for any additional hotel rooms. If you do not attend the Initial Training Program within the first 2 training cycles after the effective date of the Franchise Agreement, we may charge you the cost difference for the one hotel room that we provide if the hotel room rate has increased. If you are a RET or a Seasoned Travel Advisor, you must pay for all your hotel rooms during the Initial Training Program.

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. In some states, you may be required to comply with "Seller of Travel" laws which may require you to pay a fee and register or become licensed under that state's laws.

9. This estimate includes other deposits, utility costs, banks/credit card companies, leased equipment suppliers, 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 enough additional funds available to cover one year's living expenses. The amount will vary 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. 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 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.

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

### **Purchases from Us**

You must obtain E&O insurance through us. See Items 5 and 6. In 2023, franchisees paid us \$813,712 in E&O insurance fees. That amount was included in our 2023 total revenue of \$60,335,900 as reflected on our audited financial statement, and was about 1.4% of our 2023 total revenue.

Except for E&O insurance, in 2023, franchisees purchased no equipment or supplies from us or our affiliates.

## **Approved Suppliers**

We have the right to designate approved suppliers for products and services for your 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. We may be the only approved supplier of certain products and services that we designate. We may also limit the number of approved suppliers with whom you may deal, and/or refuse any requests for the approval of alternative suppliers for any reason, including that we have already designated an exclusive source (which might be an affiliate), or a limited number of exclusive sources (which might be affiliates). We currently have no procedures for granting or revoking the approval of alternate suppliers.

Cruises and other Travel Products will be purchased by your customers and not by you directly. You acknowledge and agree that there may be Travel Suppliers for which we will not take bookings, for any reason we deem appropriate. Any bookings with Travel Suppliers will be at your own risk and selected through your own due diligence as to financial stability and ability to provide the services contracted.

We do not provide material benefits to you; i.e., special renewal privileges or additional franchises, based on your purchase of products or services or use of our designated or approved suppliers. There are no required or approved suppliers in which any of our officers owns an interest.

## **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 through updates to our operating manuals, changes to our business management software or other communications. Currently, required purchases according to our specifications and standards represent about 3% to 20% of the total cost to establish your **CRUISE PLANNERS®** Business and about 11% to 24% of the total cost to operate one.

## **Changes to Suppliers**

Other suppliers 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 suppliers.

## **Revenue We Receive from Travel Suppliers**

Neither we nor our affiliates receive revenue based on your required purchases from suppliers. We may receive revenue based on your customers' purchases from Travel Suppliers, as described below. We sometimes negotiate purchase arrangements with Travel Suppliers to enable our franchisees to offer special promotions to customers; sometimes we book large numbers of cabins in advance of customer purchases. But we do not negotiate purchasing arrangements for franchisee purchases; only for travel customers. When cruise bookings from your customers alone qualify you for bonuses or tour conductors being issued by the

cruise line, you will receive the benefit of such bonuses or tour conductors. However, we retain all bonuses or tour conductors paid by the cruise line where your efforts alone did not result in the issuance of the bonus or tour conductor. We will also retain overrides, bonuses, overages, and ad allowances from Travel Suppliers when we arrange for collective bookings from all customers (regardless of the advisor) to attain certain volume levels set by Travel Suppliers. If we qualify for this bonus, it typically constitutes 1% of the fares. From time to time, Travel Suppliers pay us incentives of 1-2% of sales, if we and our franchisees meet certain volume targets on customer bookings for certain travel offerings or on an annual or seasonal basis. We use some of those funds to market the travel products and services offered by those Travel Suppliers.

### **Insurance and Government Fees**

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 insurance carriers' charges and terms of payment, and your history. Currently, we only require you to carry E&O insurance providing up to \$1,000,000 of coverage per claim, which you must purchase from us. This E&O insurance currently costs \$180 per person annually. Other than for this E&O insurance, we do not currently specify policy amounts, terms, or coverage for any 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.

You must also check with your state and local government authorities to determine what fees, if any, are required to operate your business. You must pay those fees at your own expense.

### **Computer Hardware and Software**

We require you to have access to computer hardware and software 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 software we currently require. We estimate that these items may cost \$0 to \$1,700 to open your **CRUISE PLANNERS®** Business (0% to 9% of your estimated initial investment).

### **Miscellaneous**

There are no purchasing or distribution cooperatives currently.

In the future, we may negotiate agreements with approved suppliers, and we may receive consideration from them. We may limit the number of approved suppliers with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason for alternative suppliers, including those we have already designated an exclusive source (which might be us or an affiliate) for particular item or service or if we believe that doing so is in the best interests of the **CRUISE PLANNERS®** system.

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

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

	<b>Obligation</b>	<b>Section in Agreement</b>	<b>Disclosure Document Item</b>
a.	Site selection and acquisition/lease	Not applicable	11
b.	Pre-opening purchases/leases	1, 3	8
c.	Site development and other pre-opening requirements	Not applicable	11
d.	Initial and ongoing training	2	11
e.	Opening	2.3	11
f.	Fees	Preamble, 1.4, 1.6, 2.1, 2.2, 2.4, 3.8, 3.13, 5.1, 7.4, 8, 12.1, 12.2, Addendum 3 (Restricted Domain Names Agreement)	5, 6, 7
g.	Compliance with standards and policies/operating and training materials	3, 4, 5, 6, 10	11
h.	Trademarks and proprietary information	6, 9	11, 13, 14
i.	Restrictions on products/services offered	4	16
j.	Warranty and customer service requirements	3	Not applicable
k.	Territorial development and sales quotas	1.2, 8.6	12
l.	Ongoing product/service purchases	2.3, 5.1	8
m.	Maintenance, appearance, and remodeling requirements	Not applicable	Not applicable
n.	Insurance	5	5, 6, 7, 8
o.	Advertising	3.2, 3.3, 7.6, 9	11
p.	Indemnification	10	13
q.	Owner's participation/management/staffing	2, 3.1, 3.6, 3.7	15
r.	Records/reports	3.2, 3.8, 3.9, 3.10, 3.12, 10, 11.1	Not applicable
s.	Inspections/audits	3.12	Not applicable
t.	Transfer	12	17
u.	Renewal	1.4	17
v.	Post-termination obligations	11.3	14, 17
w.	Non-competition covenants	7	17
x.	Dispute resolution	14.4	17
y.	Other (Owner Joinder)	14.1	1, 15

**ITEM 10.  
FINANCING**

Neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease, or obligation of yours, or has any practice or intent to sell, assign or discount to a third party all or part of any financing arrangement of yours.

**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. Provide you access to our operations and training materials. (FA 2.2)
2. We make training available to you for 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 as part of our annual programs. (FA 2.2)
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 6.2) Within 5 working days of any termination of the Franchise Agreement, you must return to us, at your expense, our operating and training materials.
3. 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 7.7)
4. Provide online access to our CRM system to you and your Associates for bookings and other services. (FA 3.8)
5. Fulfill and account for all Travel Products and Services booked 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 Products and Services booked 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 Travel Products and Services booked at other than published prices and terms, or that have been discontinued by 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 3.10)
6. Collect commissions from Travel Suppliers on all bookings and deduct the royalty fee from such commissions. The commissions (after the royalty fee deductions) are sent to you after they are received and processed at the Home Office and your clients have departed on their trips. (FA 3.9, 3.11, 8.5) All commissions received and held by us for at least 6 months are considered forfeited by you if, during that time, you do not record those bookings in our CRM system.

**Advertising**

We do not administer or require you to contribute to an advertising or marketing fund, do not have an advertising council, and do not require you to participate in or contribute to any local or regional advertising cooperatives.

All of your advertising not provided by us must be approved by us in writing in advance. Also, all of your marketing and advertising materials must include our current and future trademarks, service marks and trade names as the only marks in the materials, including print advertising, direct mail, internet web sites, radio, and television. You may advertise on the internet, including on social media, only in compliance with the Franchise Agreement.

You must obtain, maintain, present and/or display, as local law requires, your "seller of travel" registration numbers on all print advertising, marketing, websites, and other visible marketing mediums. You also must comply with all "seller of travel" laws and regulations, including any refund, pre-registration and renewal disclosure requirements, applicable to the sale of travel services in your locality or to any other locality where you operate.

If you reside in an area where we have other franchisees that are actively promoting and marketing their business, we may restrict you from marketing and promoting in certain marketing channels. Actively promoting and marketing means engaging in regular and ongoing monthly advertising and marketing activities.

### **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. Specifically, we require you and each of your owners and Associates to use the following:

- PC or Mac, preferably a laptop (for training)
- Windows 10 / Mac OSX (or more recent)
- Microsoft Office 365 /Office for Mac 365
- Adobe Acrobat Reader
- A laser or inkjet printer with color cartridge
- Reputable paid antivirus program (McAfee, Kaspersky, Avast, etc.)
- Anti-Malware program like Malwarebytes
- High-speed internet access with a minimum of 5 mbps.

You and each of your owners and Associates must have a software productivity suite (e.g., Microsoft Office, Open Office, Mac Productivity Products, or other equivalent software package) in order to manage the daily operation of your business. The CRM system you will use to collect customer and Travel Products and Services booking information is proprietary to us. We do not charge you a separate fee for your access to and use of it. You will use your PC and our CRM system to track customers and to track Travel Products and Services bookings. So long as you possess the form of computer hardware set forth above and in the Franchise Agreement and it remains functional and compatible with our CRM, you have no obligation to upgrade and update the computer system. You will also likely make general business use of the computer and business management software. We do not have independent access to your computer system. Rather, some 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 \$1,700, depending on whether or not you already have a computer, software, and a printer. 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.

### **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

The estimated time between the signing of the Franchise Agreement and the opening of a **CRUISE PLANNERS®** franchise is 2 to 8 weeks. Variables affecting that time period include your ability to obtain financing, availability for training, time needed to purchase or install computer equipment, software, or internet services, etc. The Commencement of Operations of your **CRUISE PLANNERS®** franchise is deemed to be the 1st day of the second full month after the effective date of the Franchise Agreement. If you do not timely begin operations, we may terminate your franchise, and will not refund any portion of your money.

## Training

### TRAINING PROGRAM

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Orientation	2.0	0	Online
Introduction to the Industry	3.0	0	Hotel or conference center near our headquarters in Coral Springs, Florida*
Product Knowledge	2.0	0	Hotel or conference center near our headquarters in Coral Springs
Operations, Reservations and Accounting	6.0	0	Hotel or conference center near our headquarters in Coral Springs
Supplier Trade Shows	2.0	0	Hotel or conference center near our headquarters in Coral Springs
Supplier Specific Training	5.5	0	Hotel or conference center near our headquarters in Coral Springs
Sales	4.0	0	Hotel or conference center near our headquarters in Coral Springs
Marketing	3.0	0	Hotel or conference center near our headquarters in Coral Springs
Technology and Website Program	8.0	0	Hotel or conference center near our headquarters in Coral Springs
Land Tours	2.5	0	Hotel or conference center near our headquarters in Coral Springs
Groups	2.0	0	Hotel or conference center near our headquarters in Coral Springs
Cruise Ship Inspection	4.0	0	Cruise Ship Visitation
Post STAR U Coaching, Training, and Webinars	10.0	0	Online or by phone
<b>Total</b>	<b>54</b>	<b>0</b>	

\* The hotel or conference center generally is in Fort Lauderdale, Florida.

The persons conducting our training are as follows:

<b>EXPERIENCE</b>				
<b>Name</b>	<b>Position with Us</b>	<b>In Field</b>	<b>With Us</b>	<b>Subject being Taught</b>
Lionel Dedos	Partnership Programs Manager	35	8	Travel Insurance
Ana Parodi	VP Sales & Business Development	33	2	Product Knowledge
Brian Shultz	Chief Information Officer	14	14	Technology and Web Program
Debbi Dunn	Senior Events Manager	49	14	Operations
Diana Riel	Director of Operations	36	13	Operations and reservations
Laura Blanco	Director, Destination Sales	24	14	Product Knowledge, Sales
Michael Heim	Strategic Development Manager	13	8	Product Knowledge
Michelle Fee	Chief Executive Officer	43	30	Marketing, Sales
Nikki Hetzel	AVP Finance	15	6	Operations and Accounting
Phill Guerra	VP Technology	14	14	Reservations and Technology, Operations, Marketing
Scott Koepf	Chief Strategy Officer	41	6	Introduction to Industry Sales, Marketing, Operations
Teresa LeClair	Director, Creative	31	17	Social Media
Theresa Scalzitti	Chief Operations Officer	29	8	Groups and Sales

The Initial Training Program also includes product training from Travel Suppliers. 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 materials used in training include workbooks, and reference and other materials, including PowerPoint presentations and handouts.

We typically conduct the Initial Training Program every other month. You must complete our mandatory Initial Training Program on or before the 2<sup>nd</sup> training session offered by us following the effective date of the Franchise Agreement. The fee to re-take the Initial Training Program is \$695. These fees are subject to change upon written notice from us. Failure to timely complete our mandatory Initial Training Program may lead to termination.

At least one owner must attend the Initial Training Program. We do not limit the number of people we will train for you, except that the number is limited to the number of Associates the franchise is allowed. If you are a New Travel Advisor or a SETI, we will provide you with one hotel room during the Initial Training Program, at no charge to you, except as described below. You must pay for any additional hotel rooms. If you do not attend the Initial Training Program within the first 2 training cycles after the effective date of the Franchise Agreement, we may charge you the cost difference for the one hotel room that we provide, if the hotel room rate has increased. If you are a RET or a Seasoned Travel Advisor, you must pay for all your hotel rooms during the Initial Training Program.

Except as stated in the preceding paragraph, you are responsible for all travel, lodging, transportation, meal, wages, and all other expenses incurred by you, your co-owner(s) and/or your Associates in connection with the Initial Training Program.

The Initial Franchise Fee covers one person's attendance at the Initial Training Program. For each Associate or additional co-owner who attends the Initial Training Program, you must pay us a training fee of \$695. In addition, an Associate Virtual Training Program, which can be completed via our online training software, is available to an Associate as part of a \$249 associate registration fee. These fees are subject to change on written notice from us.

In addition to the Initial Training Program requirement, we may, in our reasonable discretion, require you, your co-owners, or Associates to complete additional training or seminars and you must pay us such additional training or seminar fees we reasonably require. You are responsible for all travel, lodging, transportation, meal, wages, and all other expenses incurred by you, your co-owner(s), or your Associates to attend any additional training.

### **Operating Manuals, and Other Operating and Training Materials**

We will permit you to view the operating manuals, and other operating and training materials, in our facility before you sign the Franchise Agreement and purchase the business. Within 5 working days after any termination of the Franchise Agreement, you must return to us, at your expense, the operating and training materials.

### **ITEM 12. TERRITORY**

You are granted the right to operate a **CRUISE PLANNERS®** Business at your home or an office. You are not granted any territory rights or any minimum 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.

There is no limitation regarding customers to whom you may sell goods and services; however, if you reside in an area where we have other franchisees that are actively promoting and marketing their business, we may restrict you from marketing and promoting in certain marketing channels. Actively promoting and marketing means engaging in regular and ongoing 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.





We currently do not operate or franchise and do not have any plans to operate or franchise businesses under different trademarks

You may only relocate your **CRUISE PLANNERS®** Business with our approval. We will approve a relocation if you are in good standing under the Franchise Agreement.

**ITEM 13.  
TRADEMARKS**

Registrations

We have registered the following trademarks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date
	2,609,111	August 20, 2002
	5,240,674	July 11, 2017
	5,240,685	July 11, 2017
Cruisitude	4,873,683	December 22, 2015
	5,903,262	November 5, 2019
Cruise Planners	5,948,160	December 31, 2019

We have filed, and intend to continue to file, all required renewal applications and affidavits for these trademarks.

You must use our current and future trademarks, service marks and trade names as the only mark in all marketing and advertising including 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, graphic depiction, or foreign language translation 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.

You 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, and agree to use any additional or substituted Marks as we may designate. If we require you to add, modify, substitute or discontinue any Mark, you will be required to bear the costs and expenses associated with any such changes, we will not be liable to you for any expenses, losses or damages sustained by you and you will have no rights to compensation or otherwise in connection with same.

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 party to an administrative or judicial proceeding involving the trademarks if the proceeding is resolved unfavorable to you. As the owner of the trademarks, generally, we will control any administrative proceedings, or litigation involving our trademarks.

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.

We and our affiliates have not established and do not currently intend to establish any other franchises, company-owned outlets or other distribution channels under a different trademark offering the same or similar goods or services to those you will sell, but we may do so in the future.

#### **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, our CRM system and other systems developed by us, 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.

Other than the following patent, there are no patents that are material to the franchise. On October 18, 2022, we filed a utility patent application (titled “Platform for Generating a Customized Travel Itinerary,” Serial No. 17/968,256) for our Live Planner™ software program. Franchisees use the software program to engage customers in real-time virtual personal consultations and to generate customized travel itineraries for those customers. The patent application is pending.

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 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 manuals, our other operating and training materials, and any other materials that we create or approve 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 manuals and materials or otherwise make them available to any unauthorized person(s). Our operating manuals, and our other 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 always kept current. 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 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 always 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 primary contact. We may require all principal owners of the business entity to be individually and personally bound to the Franchise Agreement, including the confidentiality and non-compete provisions in the Franchise Agreement, by signing the Joinder at the end of 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.

If you are an individual, we recommend that you personally supervise the operation of your business. Whether you are an individual or a business entity, you may employ a manager to supervise the operation of your business who satisfactorily completes our Initial Training Program. The manager need not have an equity interest in your 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 Agreement (see Exhibit F), subject to state law.

**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 customers who purchase the services that **CRUISE PLANNERS®** Businesses sell, including cruise fares, airfares, tours, ground transportation arrangements, travel insurance, and all other products and services offered by cruise lines, airlines, tour operators, and other providers of travel services. 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, on reasonable prior written notice to you. 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 Travel Suppliers' restrictions and requirements.

You must operate your **CRUISE PLANNERS®** Business in strict conformity with all applicable federal, state, and local laws, ordinances, and regulations, including seller of travel regulations and data security and privacy laws. 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.

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

**THE FRANCHISE RELATIONSHIP**

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

	<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
a.	Length of the franchise term	1.3	Franchise term starts on the effective date of the Franchise Agreement (the date we sign) and continues for 3 years after the Commencement of Operations, which is deemed to be the 1 <sup>st</sup> day of the 2 <sup>nd</sup> full month following the signing of the Franchise Agreement, after which it continues on a week-to-week basis until we terminate it, unless you have chosen to renew for an additional 3-year period.
b.	Renewal or extension of the term	1.4	You may renew for additional 3-year periods.
c.	Requirements for franchisee to renew or extend	1.4	You may renew the franchise, unless you are in default of the Franchise Agreement, or either party gives 30-days' written notice in advance of its intention not to renew. Requirements: you sign our then-current franchise agreement, which may be materially different from the form attached to this disclosure document; you pay us fees you owe and renew your E&O insurance policy with us.
d.	Termination by franchisee	Not applicable	Not applicable, subject to state law
e.	Termination by franchisor without cause	Not applicable	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	1.7, 11	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	11	Fail to complete the Initial Training Program; fail to pay us, affiliate, or lender; failure to pay taxes; fail to accurately and timely submit data; or transfer control or assign ownership without consent
h.	"Cause" defined- non-curable defaults	1.7, 11	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 Departed Commissionable Revenue of at least a specified amount during any Fiscal Year; bankruptcy or appointment of a receiver, trustee, or liquidator



	<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
i.	Franchisee's obligations on termination/non-renewal	11.3	We control pending bookings upon termination for which you shall be paid as per the Franchise Agreement; you must return everything we provided to operate your franchise within 5 days of termination.
j.	Assignment of contract by franchisor	12.1	Fully transferable by us without notice.
k.	Transfer by franchisee	12	Includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition of any interest in your franchise.
l.	Franchisor approval of transfer by franchisee	12	You may not transfer without our prior written consent.
m.	Conditions for franchisor approval of transfer	12	30-day written notice; payment of transfer fee (currently \$695 to \$7,500); payment of standard training fee for additional trainees; transferee must execute then-current form of franchise agreement
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	12.5	The franchise may be transferred upon death or disability within 60 days of the death or disability subject to franchisor approval of transferee, payment of transfer fee, and mandatory training.
q.	Non-competition covenants during the term of the franchise	7	You may not have an interest in, be employed by, or otherwise be engaged, directly or indirectly, with any Competing Business, subject to state law.
r.	Non-competition covenants after the franchise is terminated or expires	7	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 Business within 50 miles of any <b>CRUISE PLANNERS®</b> Business for a period of 1 year after the termination of the Franchise Agreement, subject to state law.
s.	Modification of the Agreement	14.3	Must be in writing signed by you and us. We may unilaterally revise our operating and training materials and modify the franchise system.

	<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
t.	Integration/merger clause	14.3	The Franchise Agreement is the entire agreement between you and us. Nothing in the Franchise Agreement or any related agreement is intended to disclaim representations made in this disclosure document. Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of this disclosure document and the Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	14.4	There is no required arbitration. Mediation must occur before litigation, subject to an exception for injunctive relief.
v.	Choice of forum	14.4	State and federal courts nearest our principal place of business, currently Coral Springs, Broward County, Florida, subject to state law*
w.	Choice of law	14.4	Florida, subject to state law*

\* See the State Specific Addenda and Riders in Exhibit E.

### **ITEM 18. PUBLIC FIGURES**

We do not use any public figure to promote our franchise.

### **ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

We do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Michelle Fee at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, [legal@cruiseplanners.com](mailto:legal@cruiseplanners.com) or (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 2021 to 2023**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2021	2654	2655	+1
	2022	2655	2594	-61
	2023	2594	2796	+202
Company-Owned	2021	1	1	0
	2022	1	1	0
	2023	1	1	0
<b>Total Outlets</b>	<b>2021</b>	<b>2655</b>	<b>2656</b>	<b>+1</b>
	<b>2022</b>	<b>2656</b>	<b>2595</b>	<b>-61</b>
	<b>2023</b>	<b>2595</b>	<b>2797</b>	<b>+202</b>

**Table No. 2  
Transfers of Outlets from Franchisees to New Owners  
(other than the Franchisor)  
For Years 2021 to 2023**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Colorado	2021	0
	2022	0
	2023	1
Indiana	2021	0
	2022	1
	2023	0
Maine	2021	0
	2022	0
	2023	1
South Carolina	2021	0
	2022	1
	2023	0
Texas	2021	0
	2022	1
	2023	0
Utah	2021	0
	2022	0
	2023	1
<b>Total</b>	<b>2021</b>	<b>0</b>
	<b>2022</b>	<b>3</b>
	<b>2023</b>	<b>3</b>

**Table No. 3  
Status of Franchised Outlets For Years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of the Year
Alabama	2021	29	3	1	2	0	0	29
	2022	29	3	2	2	0	0	28
	2023	28	12	1	0	0	0	39
Alaska	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	1	2
	2023	2	2	0	0	0	0	4
Arizona	2021	64	12	6	4	0	2	64
	2022	64	10	9	4	0	2	59
	2023	59	16	2	1	0	1	71
Arkansas	2021	12	5	1	0	0	0	16
	2022	16	1	0	0	0	1	16
	2023	16	2	0	0	0	0	18
California	2021	221	31	8	16	0	9	219
	2022	219	18	15	8	0	6	208
	2023	208	34	15	13	0	3	211
Colorado	2021	73	11	4	3	0	3	74
	2022	74	8	12	2	0	2	66
	2023	66	14	10	0	0	1	69
Connecticut	2021	28	1	1	1	0	2	25
	2022	25	1	0	4	0	0	22
	2023	22	1	0	0	0	1	22
Delaware	2021	11	1	0	0	0	0	12
	2022	12	1	2	0	0	0	11
	2023	11	0	0	0	0	0	11
Dist. of Columbia	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	2	0	0	0	0	4
Florida	2021	605	61	37	27	0	5	597
	2022	597	85	49	19	0	9	605
	2023	605	111	29	13	0	7	667
Georgia	2021	115	20	5	3	0	2	125
	2022	125	17	6	4	0	3	129
	2023	129	22	8	5	0	1	137
Hawaii	2021	7	0	1	3	0	0	3
	2022	3	2	0	0	0	0	5
	2023	5	2	0	0	0	0	7

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of the Year
Idaho	2021	11	1	1	1	0	1	9
	2022	9	4	1	0	0	0	12
	2023	12	4	1	0	0	0	15
Illinois	2021	63	2	3	2	0	1	59
	2022	59	6	7	4	0	2	52
	2023	52	10	3	1	0	1	57
Indiana	2021	38	7	3	0	0	1	41
	2022	41	1	3	1	0	0	38
	2023	38	7	6	0	0	0	39
Iowa	2021	5	2	1	0	0	0	6
	2022	6	2	0	0	0	1	7
	2023	7	5	1	1	0	0	10
Kansas	2021	11	4	1	0	0	0	14
	2022	14	1	2	1	0	1	11
	2023	11	0	0	0	0	1	10
Kentucky	2021	20	1	2	1	0	0	18
	2022	18	2	3	0	0	0	17
	2023	17	1	0	2	0	0	16
Louisiana	2021	25	6	1	2	0	1	27
	2022	27	3	1	3	0	0	26
	2023	26	0	1	0	0	0	25
Maine	2021	4	1	0	0	0	0	5
	2022	5	0	0	1	0	0	4
	2023	4	0	1	0	0	1	2
Maryland	2021	51	4	4	4	0	0	47
	2022	47	5	4	3	0	1	44
	2023	44	8	1	3	0	1	47
Massachusetts	2021	36	5	2	2	0	0	37
	2022	37	3	6	0	0	0	34
	2023	34	8	1	0	0	2	39
Michigan	2021	42	6	2	3	0	0	43
	2022	43	5	2	2	0	0	44
	2023	44	4	2	1	0	1	44
Minnesota	2021	22	5	0	1	0	0	26
	2022	26	6	2	0	0	0	30
	2023	30	5	2	2	0	1	30
Mississippi	2021	9	0	1	0	0	0	8
	2022	8	0	2	1	0	0	5
	2023	5	4	0	0	0	0	9

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of the Year
Missouri	2021	35	8	5	3	0	1	34
	2022	34	10	6	0	0	0	38
	2023	38	11	0	3	0	1	45
Montana	2021	4	1	0	1	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	4	1	0	0	1	6
Nebraska	2021	10	2	0	2	0	1	9
	2022	9	0	1	0	0	1	7
	2023	7	2	1	0	0	0	8
Nevada	2021	30	9	2	3	0	2	32
	2022	32	2	1	1	0	3	29
	2023	29	6	2	0	0	2	31
New Hampshire	2021	15	3	0	1	0	0	17
	2022	17	0	1	0	0	0	16
	2023	16	0	2	0	0	1	13
New Jersey	2021	99	12	7	3	0	4	97
	2022	97	8	8	2	0	2	93
	2023	93	15	4	3	0	1	100
New Mexico	2021	5	0	0	1	0	1	3
	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
New York	2021	128	11	8	5	0	3	123
	2022	123	13	10	2	0	4	120
	2023	120	10	3	3	0	1	123
North Carolina	2021	82	8	9	4	0	5	72
	2022	72	9	5	2	0	6	68
	2023	68	20	3	1	0	2	82
North Dakota	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Ohio	2021	49	6	3	2	0	0	50
	2022	50	4	3	2	0	0	49
	2023	49	12	4	1	0	0	56
Oklahoma	2021	11	2	1	1	0	0	11
	2022	11	3	0	0	0	0	14
	2023	14	6	1	1	0	0	18
Oregon	2021	21	3	2	2	0	0	20
	2022	20	3	2	0	0	2	19
	2023	19	2	2	1	0	0	18

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of the Year
Pennsylvania	2021	76	10	2	3	0	3	78
	2022	78	7	3	4	0	3	75
	2023	75	8	6	1	0	2	74
Rhode Island	2021	6	0	0	0	0	0	6
	2022	6	2	2	1	0	0	5
	2023	5	0	0	0	0	0	5
South Carolina	2021	50	11	2	2	0	0	57
	2022	57	4	1	3	0	1	56
	2023	56	12	2	0	0	0	66
South Dakota	2021	3	0	1	0	0	0	2
	2022	2	3	0	0	0	3	2
	2023	2	0	0	0	0	0	2
Tennessee	2021	37	9	3	4	0	0	39
	2022	39	7	2	0	0	1	43
	2023	43	7	1	1	0	1	47
Texas	2021	312	32	12	17	0	6	309
	2022	309	27	30	9	0	7	290
	2023	290	39	14	8	0	4	303
Utah	2021	26	4	3	0	0	1	26
	2022	26	1	4	0	0	0	23
	2023	23	2	2	0	0	4	19
Vermont	2021	2	0	1	0	0	0	1
	2022	1	0	1	0	0	0	0
	2023	0	1	0	0	0	0	1
Virginia	2021	85	7	3	1	0	0	88
	2022	88	16	9	2	0	1	92
	2023	92	10	9	2	0	2	89
Washington	2021	37	3	1	3	0	0	36
	2022	36	6	2	1	0	2	37
	2023	37	7	2	0	0	0	42
West Virginia	2021	5	3	1	0	0	0	7
	2022	7	1	0	0	0	1	7
	2023	7	0	1	0	0	0	6
Wisconsin	2021	18	4	0	0	0	0	22
	2022	22	3	2	1	0	0	22
	2023	22	8	1	0	0	0	29
Wyoming	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	1	2
	2023	2	2	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations For Other Reasons	Outlets at End of the Year
Total	2021	2654	339	151	133	0	54	2655
	2022	2655	316	221	89	0	67	2594
	2023	2594	458	145	67	0	44	2796

Note 1: "Ceased Operations for Other Reasons" includes only franchisees who moved their *CRUISE PLANNERS*® businesses to other states.

**Table No. 4**  
**Status of Company-Owned Outlets**  
**For Years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Total	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

**Table No. 5**  
**Projected Openings as of December 31, 2023**

State	Franchise Agreements Signed But Outlets Not Opened (As of December 31, 2023)	Projected New Franchised Outlets in the Next Fiscal Year (In 2024)	Projected New Company-Owned Outlets in the Next Fiscal Year (In 2024)
Alabama	0	3	0
Alaska	0	0	0
Arizona	1	12	0
Arkansas	1	1	0
California	1	20	0
Colorado	0	4	0
Connecticut	0	5	0
Delaware	0	1	0
District of Columbia	0	0	0
Florida	6	65	0
Georgia	0	14	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	11	0
Indiana	0	4	0
Iowa	0	3	0
Kansas	0	1	0
Kentucky	0	2	0
Louisiana	0	3	0



State	Franchise Agreements Signed But Outlets Not Opened (As of December 31, 2023)	Projected New Franchised Outlets in the Next Fiscal Year (In 2024)	Projected New Company-Owned Outlets in the Next Fiscal Year (In 2024)
Maine	0	2	0
Maryland	1	1	0
Massachusetts	0	4	0
Michigan	0	6	0
Mississippi	0	2	0
Minnesota	1	0	0
Missouri	0	6	0
Montana	0	1	0
Nebraska	0	1	0
Nevada	0	2	0
New Hampshire	0	2	0
New Jersey	2	5	0
New Mexico	0	1	0
New York	1	15	0
North Carolina	0	8	0
North Dakota	0	1	0
Ohio	0	4	0
Oklahoma	0	3	0
Oregon	0	3	0
Pennsylvania	1	12	0
Rhode Island	0	0	0
South Carolina	0	9	0
South Dakota	0	0	0
Tennessee	0	6	0
Texas	1	30	0
Utah	0	3	0
Virginia	0	6	0
Washington	0	4	0
West Virginia	0	0	0
Wisconsin	0	6	0
<b>Total</b>	<b>16</b>	<b>292</b>	<b>0</b>

The names, cities, states, and business telephone numbers of franchisees in our franchise system as of December 31, 2023 are listed on Exhibit C. Because our franchise system is home and internet based, to protect our franchisees' privacy, we do not include their home addresses.

The names, cities, states and business telephone numbers (or, if unknown, the last known home telephone numbers) of franchisees who left our franchise system through transfer in 2023; who had **CRUISE PLANNERS®** franchises terminated, not renewed or reacquired by us in 2023; who otherwise voluntarily or involuntarily ceased operating under their franchise agreements in 2023; or who had not communicated with us within 10 weeks of the issuance date of this disclosure document, 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 our 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 franchisees within our franchise system.

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

**ITEM 21.  
FINANCIAL STATEMENTS**

Our audited financial statement for the fiscal years ended December 31, 2023, December 31, 2022, and December 31, 2021 are attached to this disclosure document as Exhibit B.

Our fiscal year ends December 31.

**ITEM 22.  
CONTRACTS**

The Franchise Agreement is attached as Exhibit A.

Our current form of Confidentiality Agreement is attached as Exhibit F.

**ITEM 23.  
RECEIPTS**

The Receipts are attached to this disclosure document as Exhibit I, and are the last 2 pages of this disclosure document.

**EXHIBIT A**  
**FRANCHISE AGREEMENT**



# Franchise Agreement

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STATE SPECIFIC RIDERS, IF APPLICABLE (SEE EXHIBIT E OF DISCLOSURE DOCUMENT)

Addendum 1	REWARDS PROGRAM ADDENDUM
Addendum 2	VETERANS PROGRAM ADDENDUM
Addendum 3	RESTRICTED DOMAIN NAMES AGREEMENT

This Franchise Agreement ("**Agreement**") is made and entered into by and between: CP Franchising, LLC, (hereinafter "**we**," "**us**," "**our**," or "**Franchisor**"), a Delaware limited liability company, whose principal place of business is 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065; and the person(s) and/or entity signing below as Franchisee (hereinafter "**you**," "**your**," or "**Franchisee**"), as of the date both of us have signed this Agreement ("**Effective Date**").

**Initial Agreement**

**Renewal Agreement**

**Initial Franchise Fee/Travel Advisor Experience Designation:**

	<b>Initial Franchise Fee</b>	<b>Experience Designation</b>
<input type="checkbox"/>	\$10,995	New Travel Advisor
<input type="checkbox"/>	\$6,995	Some Experience in Travel Industry ("SETI")
<input type="checkbox"/>	\$3,995	Retail Experience in Travel Industry ("RET")
<input type="checkbox"/>	\$695	Seasoned Travel Advisor

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. GRANT OF FRANCHISE; INITIAL TERM AND RENEWAL.**

**1.1 Grant of Franchise.** We have developed a proprietary system for the operation of a travel agency business that sells Travel Products and Services under the **CRUISE PLANNERS®** service mark and trade name (a "**CRUISE PLANNERS®** Business"). Subject to the provisions of this Agreement, we hereby grant to you the non-exclusive right (Franchise") to operate a **CRUISE PLANNERS®** Business from the location you and we agree to, and to use our current and future trademarks, service marks and trade names we designate (the "Marks") and the **CRUISE PLANNERS®** System Standards during the Term (as defined below).

**1.2 No Territory Rights.** You 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.

**1.3 Duration of Franchise.** The term of the Franchise ("Term") starts on the Effective Date and continues until the date 3 years after the Commencement of Operations, after which the Term will continue on a week-to-week basis until we terminate it, unless you have chosen to renew the Franchise for an additional 3-year period in accordance with Section 1.4. However, we may terminate this Agreement earlier in accordance with Section 11 below.

**1.4 Terms for Renewal of Franchise.** You may renew the Franchise for additional, consecutive 3-year periods if, before the date 3 years after the Commencement of Operations, or the date 3 years after the date of the first renewal and each subsequent renewal: (a) you are not in default of any of your obligations under your then-current franchise agreement; (b) neither you nor we have given written notice of an intention not to renew at least 30 days prior to the date for renewal; (c) you and we execute our then-current franchise agreement, which may contain materially different terms from those set forth herein ("Renewal Franchise Agreement"); (d) you pay us all outstanding fees (including, without limitation, the Year 3 annual maintenance fee); and (e) you renew your E&O insurance policy with us, which requires payment of the then-current fee we charge for it. If you do not comply with your obligations herein, we reserve the right to withhold commissions until such time as you comply. Regardless of the date you or we sign the Renewal Franchise Agreement, it will be deemed effective as of the day immediately after the last day of effectiveness of the previous franchise agreement. If is not renewed, the Franchise will continue on a week-to-week basis until we have given you written notice of termination in accordance with Section 11.1.



**1.5 Form of Franchise Agreement.** At the time for any renewal, if we are not offering new franchises, are in the process of revising, amending or renewing our then-current form of franchise agreement or franchise disclosure document, or are not lawfully able to offer you our then-current form of franchise agreement, we may, in our discretion, (i) offer to renew the Franchise on the same terms set forth in this Agreement for a renewal term determined in accordance with Section 1.4, or (ii) offer to extend the Term on a week-to-week basis for as long as we deem necessary or appropriate so that we may lawfully offer you our then-current form of franchise agreement.

**1.6 Certification (if applicable).** You agree that your experience meets the definition in the chart below of the Travel Advisor experience designation assigned in the table above Section 1. You agree to provide us with such supporting documents, as we deem necessary to verify your designated experience level and as provided in the chart below:

<b>Initial Franchise Fee</b>	<b>Category</b>	<b>Definition of Category</b>
\$10,995	New Travel Advisor	No previous travel advisor experience.
\$6,995	Some Experience in Travel Industry (“SETI”)	Applicant is currently or has recently been working for or with an Approved Travel Entity which indicates advanced knowledge and experience in the travel industry that we deem satisfactory and appropriate.
\$3,995	Retail Experience in Travel Industry (“RET”)	Applicant has a current International Air and Travel Agent Network (“IATAN”) card or a Cruise Line International Association (“CLIA”) certification and has direct recent retail travel sales experience within the previous 18 months that we deem satisfactory and appropriate.
\$695	Seasoned Travel Advisor	Applicant has a current IATAN card or a CLIA certification and has had at least \$100,000 of Departed Commissionable Sales during the previous 12 months or at least \$5,000 in earned commissions during the last calendar year, and other qualifications we deem suitable for a Travel Advisor with a high level of current experience.

**1.7 Representation and Warranty by You.** You represent and warrant to us 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 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 Agreement and seek reimbursement for damages as allowed under the terms of the Agreement.

**2. TRAINING AND COMMENCEMENT OF OPERATIONS.**

**2.1 Mandatory Initial Training.** At least one of your owners must register for, attend, and complete our 6-day in-person mandatory initial training program which will be conducted at a training site in or near Fort Lauderdale, Florida and complete our required online orientation modules (“Initial Training Program”). We may limit the number of Associates that may attend the in-person Initial Training Program with you. You are responsible for all travel, lodging, transportation, some meals, wage, and all other expenses incurred by you, your co-owner(s), or your Associates to attend the in-person Initial Training Program. Notwithstanding the foregoing, lodging is included for New Travel Advisor and SETI experience designations. We may at our sole and absolute discretion charge you a \$249 fee if you reschedule your in-person Initial Training Program with 2 weeks or more prior notice, or \$695 if you provide no notice or less than 2 weeks' notice. The fee to re-take the Initial Training Program is \$695. You agree to timely complete Initial Training Program no later than the 2nd in-person Initial Training Program session offered by us following the Effective Date. An Associate Virtual Training Program, which can be completed via our online training software, is available to an Associate as part of a \$249 associate registration fee. These fees are subject to change on written notice from us.

**2.2 Additional Training.** In addition to the Initial Training Program requirement, we may, in our reasonable discretion, require you, your co-owners, or Associates to complete additional training or seminars and you must pay us such additional training or seminar fees we reasonably require. You are responsible for all travel, lodging, transportation, meal, wages, and all other expenses incurred by you, your co-owner(s), or your Associates to attend any additional training. For other persons you wish us to train for you, you must pay our then-current training charges as well as any out-of-pocket expenses. Your Associate(s) must complete any additional training required by us. You are and will always remain, the sole legal authority over your Associates during all training programs, including during the Initial Training Program and thereafter, and you will be solely responsible for all decisions and actions related to your Associates at all times.

**2.3 Commencement of Operations.** The commencement of operations of your **CRUISE PLANNERS®** Business shall be deemed to be the first day of the second full month after the Effective Date ("Commencement of Operations"). Upon the Commencement of Operations, you shall be deemed to be able to acquire and service **CRUISE PLANNERS®** Accounts pursuant to the **CRUISE PLANNERS®** system standards. Accounts include any individual customers or groups of customers who purchase travel products and services through your **CRUISE PLANNERS®** Business, including, without limitation, cruises, tours, lodging, car rentals, airline tickets, vacation packages, ground transportation arrangements, travel insurance, and all other products and services ("Travel Products and Services") offered by cruise lines, airlines, tour operators, and other providers of travel services ("Travel Supplier(s)"). You agree to sell all Travel Products and Services purchased by your Accounts through your **CRUISE PLANNERS®** Business.

**2.4 Have a Dedicated Business Telephone Number.** You agree to have a dedicated telephone number for your **CRUISE PLANNERS®** Business on or before the Commencement of Operations. If you change your dedicated business telephone number, we will charge you a fee (currently \$195) for a change if it occurs 91 or more days after the Commencement of Operations, and for each additional change that occurs thereafter.

### **3. OPERATIONAL STANDARDS AND REQUIREMENTS.**

**3.1 System Standards.** You agree to personally operate your **CRUISE PLANNERS®** Business and to require each of your Associates to abide by this Agreement and the **CRUISE PLANNERS®** System Standards, which system standards are set forth in our operating manuals, and in our other operating and training materials made available to you, which we may change, update, and delete at our discretion and from time to time (the "System Standards"). An "Associate" is any employee or independent contractor Associated with your **CRUISE PLANNERS®** Business with access to our proprietary systems. Each Associate must be registered in our Associate Program. *Updates to the System Standards may be communicated to you by any means we deem appropriate including, without limitation, postings on our intranet site. The electronic media versions of our operating manuals, and our other operating and training materials, supersede any printed versions. You must check for updates daily.* No change in the System Standards will materially change your or our obligations under this Agreement. Any material change in your or our obligations under this Agreement requires a written amendment to this Agreement signed by you and by us. The System Standards as set forth in our operating manuals, and in our other operating and training materials, constitute provisions of this Agreement as if fully set forth herein.

**3.2 Comply with Laws.** You agree to comply with all laws, rules, and regulations applicable to the operation of the **CRUISE PLANNERS®** Business, including, without limitation, all labor and employment laws, and the Federal Trade Commission Act (15 U.S.C. § 41-58). You will comply and/or assist us in our compliance efforts, as applicable, with 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>), 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. You also represent that by operating a **CRUISE PLANNERS®** Business, you are not violating any contractual obligations of yours, your affiliates, or your Associates; this

includes, but is not limited to, any covenants not to compete and non-solicitation agreements. By your execution of this Agreement, you agree that we will have the right to perform criminal and credit background checks on you, your owners, and your Associates during the Term, using such outside agencies as we may select in our discretion, to verify your compliance with applicable laws.

**3.3 Compliance with Seller of Travel Regulations and Registration Requirements.** You agree to obtain, maintain, 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 all "seller of travel" laws and regulations, including, without limitation, any refund, pre-registration and renewal disclosure requirements, applicable to the sale of travel services in your locality or in any other locality where you operate.

If you move to a different state during the Term, you may need to sign a new Franchise Agreement with us, and you may need to comply with the new state's registration and/or licensing requirements. It is your responsibility to determine the laws and regulations applicable to your **CRUISE PLANNERS®** Business.

**3.4 Data and Privacy.** You agree, as applicable, to comply with, and/or to assist us in our compliance efforts regarding, all state and federal data and privacy laws, including, without limitation: PCI Data Security Standards; the EU General Data Protection Regulation (GDPR); the California Consumer Protection Act of 2018 (CCPA); and any other data-related or privacy-related laws, regulations, rules, orders or standards that become effective after the execution of this Agreement. All client and reservation data (the "Data") entered into any of our systems, including, without limitation, our CRM system, CPMAXX, and MyTrips, is owned jointly by you and us. No other party will be deemed to have ownership rights to this Data unless agreed to otherwise by you and us in writing.

**3.5 Compliance with Travel Supplier Policies and Requirements.** You agree to strictly comply and/or assist us in our compliance efforts, as applicable, with all Travel Supplier restrictions and requirements, including, without limitation, booking and reservation guidelines; cancellation, penalty, sales activity (including, without limitation, regional restrictions), and other requirements to adequately advise your customers of applicable terms and conditions of a Travel Supplier; requirements to assist Travel Suppliers in responding to and resolving charge back disputes; and discounts or rebates on Travel Products and Services.

**3.6 Operate Competently, Professionally and Ethically.** You agree to conduct your operations competently, professionally, ethically, in good faith, and pursuant to the terms of this Agreement and our System Standards set forth in our operating and training materials. You further agree to cooperate fully with us and our personnel with respect to the operation of your CRUISE PLANNERS® Business in compliance with our System Standards and as otherwise communicated by us to you in writing. Our interpretation of the System Standards shall control in all cases. You shall conduct your operations and present yourself to your Accounts and the public in a professional, trustworthy, ethical, honest, helpful, courteous, non-discriminatory, and cheerful manner at all times, including, without limitation, on FAM trips and at Seminars at Sea. Your obligations under this clause also extend to any social media usage related to the operation of your CRUISE PLANNERS® Business. Any social media posts made on behalf of your CRUISE PLANNERS® Business should be free from obscene, indecent, profane, vulgar, and/or discriminatory content.

**3.7 Duty to Maintain Service of Bookings and Accounts.** You agree to ensure your communications are monitored and answered by a co-owner or qualified Associate (or other person approved by us) when you expect to be unable to continually operate your franchise; i.e., when you expect to be away from your **CRUISE PLANNERS®** Business for more than 7 consecutive days. However, should you have more than one owner involved in the day to day operations or if you have one or more Associates, you are required to designate a primary contact for all communications with us. If you fail to, or if you are unable to, service your bookings and Accounts and we service your bookings or Accounts during your absence or unavailability, in our sole and absolute discretion, we may keep a portion of or all the commission due on such bookings and offset such amounts against any amounts payable by us to you.

**3.8 Technology Requirements.** You, all co-owners and your Associates must obtain the rights to access our intellectual property from us (or you must obtain it for them from us), and you and your co-owners and Associates must sign and agree to our then-current confidentiality agreement, and all terms and conditions related to the use of our database, business management tools, intranet, and other technology made available to you and them in connection with the operation of your **CRUISE PLANNERS®** Business, including, without limitation, our privacy policies which may be amended from time to time. You must have an operating telephone, a computer system compatible with our proprietary CRM (customer relationship management) system, web-based software, Microsoft Outlook and a software productivity suite (e.g., Microsoft Office, Open Office, Mac Productivity Products, or other equivalent software package), high speed or equivalent internet access and an email account in order to conduct the daily operation of your **CRUISE PLANNERS®** Business. On or before the Commencement of Operations, you must obtain a domain name for your **CRUISE PLANNERS®** website that is approved by us. Any domain name selected by you must not infringe upon the intellectual property rights of any third party, and you agree to hold us harmless and/or indemnify us from any liability resulting from your use of any infringing domain name. If you change your domain name or request additional domains for your **CRUISE PLANNERS®** website, we may charge you a reasonable fee not to exceed \$75 and an additional \$20 per year for hosting if a domain name is re-directed. Pursuant to the attached Restricted Domain Names Agreement (Addendum 3), we reserve the exclusive right to any domain name which includes our proprietary trademarks, and you agree to transfer ownership to us of any such domain name immediately upon request.

**3.9 Commission Collection.** We have the exclusive right to collect commissions, overrides, tour conductor credits, and other payments arising from your sales from Travel Suppliers and other suppliers on your behalf and remit them to you as provided in this Agreement and our System Standards. You have no right to collect or otherwise receive such payments directly from a Travel Supplier or other supplier. We shall remit such commissions in such manner and at such times as provided by our System Standards. You shall not in any manner, directly or indirectly, interfere with our attempts to make such collections and shall immediately remit to us the full amount of any commissions remitted directly to you.

**3.10 Reservations.** You agree to promptly, honestly and accurately record in our designated proprietary system and as specified by our System Standards, each, every and all new bookings/reservations made upon receipt of deposit and all changes or cancellations made to existing bookings/reservations. Customer documents from Travel Suppliers 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 Agreement, a "departure" is the date the customer's travel arrangement commences, for example, the date that a booked cruise leaves the port; a booked air carrier leaves the airport; or the date that a hotel stay begins as applicable to the specific travel reservations. We remit commissions we receive from Travel Suppliers to you, less any payments due to us, based on your accurate recording of reservations in our proprietary system. Commissions received on your bookings that are not recorded in our system as required hereunder will not be remitted to you. You agree to enter the travel fares in our system at gross amounts, and not net amounts.

You shall book all travel directly with Travel Suppliers or through our proprietary bookings systems using the instructions set forth by each supplier or instructions provided by us in our operating manuals, operating and training materials, intranet, guidelines, or other means of communication. You shall use our telephone number and/or IATA number as the agent code for such bookings. You shall not directly accept any electronic payments, cash payments or 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. You agree to work directly with Travel Suppliers to address and resolve underpayments or lack of commission payments for you from them.

You will 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. All travel reservations are subject to our acceptance. Travel reservations may be canceled by you or your Accounts at any time, as long as the terms of cancellation indemnify us against all loss.

**3.11 Remittance.** You shall establish and maintain during the Term a valid bank account for your **CRUISE PLANNERS®** Business only and all payments to you shall be made via direct deposit and or electronic funds transfer to such bank account. We will net the Royalties and any other amounts due to us from the commissions we collect on behalf of you from your Departed Commissionable Revenue and send you the remainder of the commissions earned so long as the following conditions are met: (i) the reservation is accurately recorded in our system pursuant to our System Standards; (ii) the reservation has departed and has not been cancelled; and (iii) we are in receipt of the commission payment in full from a Travel Supplier. Royalties are due and payable upon departure of the reservation or upon our receipt of the commission from a Travel Supplier, whichever comes first, and payments will be remitted to you on: (a) the 15<sup>th</sup> day of the month for commissions meeting all 3 of these requirements (reservation recorded, booking departed, and payment received) between the 1<sup>st</sup> and 12<sup>th</sup> day of the same month; and (b) on the 1<sup>st</sup> day of the subsequent month for commissions meeting all 3 of these requirements (reservation recorded, booking departed, and payment received) between the 13<sup>th</sup> and last day of the month. You will forfeit any commissions paid to us for reservations that you failed to accurately record in our system, pursuant to our System Standards, within 6 months after the departure of each such reservation.

**3.12 Access to Your Books and Records.** You agree to permit us and our designated agents access to your **CRUISE PLANNERS®** Business' books and records from time to time for audit purposes, in the manner and form we reasonably require, following 72 hours advance written notice from us to you.

**3.13 Address and Phone Number Changes.** You shall give us 30-days advance written notice of any change of your address or other contact information or as soon as reasonably possible. We have the absolute right to approve or deny any relocation of your **CRUISE PLANNERS®** Business and have the right to impose any reasonable restrictions on such relocation. You agree to pay us a change fee (currently \$195) for each time you relocate or change your designated business telephone number. You will be entitled to a one-time waiver of this change fee if you change your address or phone number within 90 days of after the Commencement of Operations. As with all amounts you owe us, we may setoff this fee against amounts we owe you. The address you provide must be a physical United States address. A P.O. box address is not permitted.

**3.14 Travel Suppliers.** You acknowledge and agree that there may be Travel Suppliers for which we will not take bookings, for any reason we deem appropriate. Any bookings with Travel Suppliers shall be at your own risk and selected through your own due diligence as to financial stability and ability to provide the services contracted. Revenue derived from any Travel Supplier is subject to royalty and other fees under the terms of this 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. We will receive commissions from Travel Suppliers based on travel sales, and may receive compensation from Travel Suppliers based on sales to other franchisees. You shall not submit a W-9 or related form to any Travel Supplier.

#### **4. APPROVED PRODUCTS AND SPECIFICATIONS.**

**4.1 Approved Travel Products and Services.** You agree to offer and sell all approved Travel Products and Services exclusively through your **CRUISE PLANNERS®** Business. In addition, you agree to only sell the travel insurance that we designate from the approved insurer(s) that we designate from time to time.

**4.2 Approved Suppliers.** We may be the only approved supplier of certain products and services that we designate from time to time. We may also limit the number of approved suppliers with whom you may deal, and/or refuse any requests for the approval of alternative suppliers for any reason, including, without limitation, that we have already designated an exclusive source (which might be an affiliate), or a limited number of exclusive sources (which might be affiliates).

**4.3 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 in our materials and such training and other communications that we provide from time to time.

## 5. INSURANCE.

**5.1 Insurance.** You agree to purchase Errors & Omissions ("E&O") insurance from us in the amounts we require and pay the required fee for each of your owners, agents, sub-agents, sales Associates, and others who will interact with Travel Suppliers and/or your customers each year during the Term. Upon signing this Agreement, and on the anniversary of the Commencement of Operations, you shall pay us the then-current E&O insurance fee we require to be added to or remain on our E&O insurance policy. We recommend that you maintain business liability insurance and other customary business-related insurance for the operation of your **CRUISE PLANNERS®** Business. Should you obtain business liability insurance or other business-related insurance, we recommend that you add us as an additional insured.

## 6. CONFIDENTIAL INFORMATION.

**6.1 Acknowledge Confidential Information.** 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 operating manuals, other operating and training materials, 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 never, during and after the Term, divulge or use any Confidential Information for the benefit of any other persons, partnership, proprietorship, association, corporation, or entity. Your use of our Confidential Information is limited solely to the operation of your **CRUISE PLANNERS®** Business under this Agreement. You may divulge Confidential Information only to your employees, agents or independent contractors who need access to it, and only to the extent necessary, to operate the **CRUISE PLANNERS®** Business. You agree to exercise the highest degree of diligence in safeguarding our Confidential Information during and after the Term. We may require any of your owners, or any Associate you employ or engage, to sign our then-standard form of Confidentiality Agreement, which may vary by state based on applicable state law. It is expressly agreed that the ownership 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;
- 3) will not make unauthorized copies of any portion of the Confidential Information disclosed in any form including, without limitation: 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, without limitation, restrictions on disclosure to the employees and the use of confidentiality agreements that we may prescribe for persons having access to Confidential Information, which agreements may vary by state based on applicable state law.

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. Your confidentiality obligations under this Section 6 shall survive the transfer of the Franchise or termination of this Agreement.

**6.2 Operating Manuals, and Other Operating and Training Materials.** During the Term, you will be provided or have access to our operating manuals, and other 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 these 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 **CRUISE PLANNERS®** Business remain our proprietary property, may contain trade secrets, and are protected by our copyrights in same, irrespective of whether we record these materials with the Copyright Office. You may not share our proprietary materials with third parties, including, without limitation, our marketing, training and operating materials.

**6.3 Confidentiality, Non-Disclosure and/or Non-Competition Agreement.** We may require any of your owners, or any Associate you employ or engage, to sign a Confidentiality, Non-Disclosure and/or Non-Competition Agreement, which may vary by state based on applicable state law.

## **7. COVENANTS NOT TO COMPETE AND NOT TO SOLICIT.**

**7.1 Definitions.** For purposes of this Section 7:

- i) "**Competitive Business**" means a business: that offers or sells franchises or licenses businesses that purchase or sell Travel Products and Services; that creates and/or develops a host agency, or a network of independent contractors, independent businesses, or agents, who purchase or sell Travel Products and Services; or that offers, sells, promotes or markets Travel Products and Services.
- ii) "**Directly or indirectly**" includes, but is not limited to, all persons (natural or otherwise) under a franchisee's control or influence, including a person's spouse, children, parents, brothers, sisters, other relatives, friends, trustees, agents, or Associates.
- iii) "**You**" means an individual franchisee, or for a business entity franchisee, all persons having any legal or beneficial ownership interest in the business entity

**7.2 Competitive Restrictions.** During the Term, you agree to offer and sell Travel Products and Services only through us and not, directly or indirectly, by, through or for the benefit of anyone else. Then, for a period of 1 year following the date you transfer all of your rights and interests in this Agreement, or the date of termination of this Agreement for any reason, you agree not, directly or indirectly, as a proprietor, partner, investor, lender, shareholder, director, officer, member, manager, employee, principal, agent, representative, advisor, franchisor, franchisee, consultant or otherwise, to that purchase or sell Travel Products and Services:

- a) engage, directly or indirectly, in any Competitive Business, 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) 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; and/or
- c) solicit, divert, take away, or interfere with our business with Travel Suppliers, potential franchisees, customers, clients, contractors, trade or patronage of ours, or our affiliates, as same may have existed during the Term.

**7.3 Enforceability of Covenants.** The parties agree that: (1) each of the forgoing covenants shall be construed as independent of any other covenant or provision of this 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 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 7 continue to be binding if we assign this Agreement.

**7.4 Violation of Covenants.** You acknowledge, agree and consent: (A) that a violation of the terms of the covenants not to compete in this 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,

without limitation, reasonable attorneys' fees at all levels) incurred by us in connection with the enforcement of the foregoing covenants not to compete.

**7.5 Exceptions.** Notwithstanding any of the foregoing, this 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 you do not control any such company.

**7.6 Non-Solicitation.** You acknowledge and agree that the identities of our franchisees are proprietary information of ours, irrespective of the source of such information. During or after the Term, neither you, nor any of your co-owners, Associates, or affiliates, may 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.

**7.7 Honor Accounts.** You agree to honor the integrity of any Accounts acquired by us or by our other **CRUISE PLANNERS®** franchisees. You shall not intentionally or negligently solicit any Accounts that are presently being serviced by us or by any of our other **CRUISE PLANNERS®** franchisees. In certain cases, we may restrict you from marketing and promoting in certain marketing channels and venues, including, without limitation, Chambers of Commerce, networking groups, print advertising, direct mail, and the like that certain qualified franchisees are utilizing on a regular and ongoing basis as determined by us in our sole and absolute discretion.

**7.8 Solicitation of Your Accounts.** During the Term, we shall not knowingly solicit any Accounts that are presently being serviced by you except for unintentional contact or contact that we do not have a means of policing. We shall not, in any event or under any circumstances, be liable to you for any loss, injury or damage which may result from the failure of another **CRUISE PLANNERS®** franchisee to refrain from soliciting your Accounts.

**7.9 Referral of Interested Parties.** You agree to refer any persons interested in acquiring **CRUISE PLANNERS®** franchise rights to our Franchise Development Department. Subject to your compliance with any state law requiring you to register as a broker in order to receive referral bonuses, you will be eligible to receive referral bonuses from us in accordance with the then-current terms and conditions as published in our operating and training materials. If you are contacted by any person interested in acquiring **CRUISE PLANNERS®** franchise rights, you agree to cooperate reasonably with such person, and to provide truthful and accurate information to such person, but you agree not solicit such person to become a franchisee or an Associate in your business.

## **8. PAYMENTS TO US.**

**8.1 Initial Franchise Fee.** You shall pay us a nonrecurring and nonrefundable initial franchise fee in the amount indicated beside the selected category on Page 1 of this Agreement, which shall be due upon execution of this Agreement. The initial franchise fee shall be fully earned by us upon the execution of this Agreement.

**8.2 Royalty Fee.** You shall pay us royalties on all sales made by, at, from, through or arising out of your **CRUISE PLANNERS®** Business ("Royalties") based on a percentage of the Gross Commissionable Fares, depending on the commission rates paid by Travel Suppliers or the markup charged by you, as follows: (a) on commission rates (or markups) of 6% or more, Royalties are 3% of the Gross Commissionable Fare; (b) on commission rates of less than 6%, Royalties are 1.5% of the Gross Commissionable Fare; (c) if you do not book travel using the **CRUISE PLANNERS®** CRM system, no commission will be recognized or paid; (d) if a Travel Supplier does not provide an itemized breakdown of the commissionable fare applicable to each portion of a travel package or each item of a bundled travel package, we reserve the right to charge you a 3% royalty based on the total gross amount quoted by a Travel Supplier and paid by the customer, instead of Departed Commissionable Revenue; and (e) if the booking is non-commissionable and you charge a markup, we reserve the right to charge you a 20% to 30% royalty on the total markup amount. Royalties are due to us immediately upon receipt of the commission from a Travel Supplier. We deduct the Royalties owed to us from the amounts that we remit to you on or about the 1st and the 15th of the month. We may set-off all Royalties and other amounts due to us at any time prior to our remittance of the amounts that we remit to you pursuant to this Agreement.



**8.3 Definition of Gross Commissionable Fare and Departed Commissionable Revenue.** As used in this Agreement, the term "Gross Commissionable Fare" means the total fare for a reservation quoted by a Travel Supplier before deducting commissions, markups, discounts, refunds, adjustments, credits, and allowances, and less any non-commissionable amounts such as federal, state or municipal sales taxes, use taxes or service taxes collected from customers and paid to the appropriate taxing authority. The term "Departed Commissionable Revenue" means the total Gross Commissionable Fares for Travel Products and Services that have departed and which are sold by, at, from, through or arising out of your **CRUISE PLANNERS®** Business, for which commissions were earned and paid to us by a Travel Supplier. Travel Products and Services have departed once the customer's booked travel begins, e.g., cruise departure.

**8.4 Requirements.** You shall keep a valid credit card on file with us at all times during the Term, and you expressly authorize us to charge such card any and all amounts due to us when due. If you fail to pay any amount due to us, we may set off such amounts against any payments we make to you, including, without limitation, commissions earned by you and paid to us by Travel Suppliers.

**8.5 Additional Terms and Conditions.** We may increase the Annual Access Fee and the Administrative Service Fee from time to time, but no more than once in any 3-consecutive-calendar-year period and by no more than 15% per increase. During the Term and based on Travel Suppliers' policies, when by your sole efforts and sales, bonuses or tour conductors are issued by Travel Suppliers, you shall receive the benefit of the bonuses or tour conductors. **YOU MUST BE A CURRENT 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 Travel Suppliers where your efforts alone did not result in the issuance of bonuses or tour conductors. Bonuses and tour conductors received from 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 DEPARTED COMMISSIONABLE 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 Travel Suppliers on behalf of your Accounts even though you shall be ultimately responsible for working directly with Travel Suppliers to address and resolve underpayments or lack of payments for you from them. You must personally meet Travel Suppliers' requirements to be eligible.

**8.6 Annual Maintenance Fees.** You agree to pay us the Annual Maintenance Fee when due pursuant to and in the amount set forth below:

New Travel Advisors, RET, and SETI	Departed Commissionable Revenue		
	Under \$15K	\$15K or more	
Fiscal Years 1 – 3 and all subsequent renewals	\$500	No Charge	
Seasoned Travel Advisors	Departed Commissionable Revenue		
	Under \$75K	\$75K - \$100K	Over \$100K
Fiscal Years 1 – 2	\$2,000	\$1,000	No Charge
	Under \$15K	\$15K or more	
Fiscal Year 3 and all subsequent renewals	\$500	No Charge	

The first "Fiscal Year," as defined in the Franchise Agreement, ends on the last day of the 12th month after the Commencement of Operations. Each subsequent Fiscal Year runs for that same 12-month period thereafter.

“Departed Commissionable Revenue” means commissions you derive from departed travel sales and excluding sales for which the departure date has not passed as of the end of the Fiscal Year.

**8.7 Administrative Service Fee.** We will charge you, and you agree to pay us, a monthly fee (currently \$70) for the services, promotions, and support provided to you, including, without limitation, marketing, business development, coaching, and access to business management and other tools. When we provide you with support or training on telephone calls, you agree that we may record the telephone calls for quality control and related purposes.

**8.8 Annual Access Fee; One-Time Administrative Fee.** You agree to pay us an annual access fee (currently \$85) for each additional owner (if you have more than 1 owner) and each of your Associates in your **CRUISE PLANNERS®** Business, including, without limitation, any other person servicing or supporting your Accounts in any capacity. An Associate is of your independent Cruise Planners® Business with access to our proprietary systems. The annual access fee is due upon such person joining your **CRUISE PLANNERS®** Business and in advance on each anniversary of the Commencement of Operations. We may charge, and you agree to pay, a one-time administrative fee (currently \$75) to register each Associate joining your **CRUISE PLANNERS®** Business. Failure to disclose Associates and owners to us and comply with the foregoing requirements is a breach of this Agreement.

**8.9 E&O Insurance Fee.** You agree to pay an annual E&O insurance fee for each person in your franchise in the amount of \$180 per person, which is due upon such person joining your **CRUISE PLANNERS®** Business and in advance on each anniversary of the Commencement of Operations. This fee is subject to increase annually, based on increases in the premiums charged to us by our insurance carrier.

**8.10 Forfeit Commissions (if applicable).** You agree to forfeit all commissions due but not paid to you if you violate the noncompetition terms of this Agreement or abandon your franchise and fail to deliver promised goods and/or services to any Account as per your agreement with such Account. 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 **CRUISE PLANNERS®** Business. We may seek compensation from you if the revenue from any booking is less than our costs for servicing the Account under terms you have negotiated. We will terminate your access to our systems supporting your **CRUISE PLANNERS®** Business if you abandon your franchise or if this Agreement is terminated for any reason. We reserve the right to charge fees to reactivate access to our systems supporting your **CRUISE PLANNERS®** Business following a time of abandonment or termination. If you fail to continuously operate your **CRUISE PLANNERS®** Business, i.e., not being available and accessible to us and/or your Accounts during any 14 days in any 12-consecutive month period without first notifying us in writing, we will treat this as an abandonment of your franchise and we will have the right to terminate this Agreement and assume your Accounts.

**8.11 Pay Debts.** You agree to pay when due all amounts due to us, and any and all taxes, fees, fines (including, without limitation, a returned check charge of \$50 per check), chargeback penalties, and the like, lawfully owed by you to any government authority, third party supplier, 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 Agreement and your failure to cure such default within 7 days after receiving written notice from us shall give us the right to terminate this Agreement upon written notice.

## **9. TRADEMARKS.**

**9.1 Use of the Marks.** You agree 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, without limitation, print advertising, direct mail, Internet websites, social media, radio, and television, in the ways we have set forth in our operating and training materials. Social media includes, but is not limited to, any blog, YouTube, Facebook, Instagram, TikTok, Wikipedia, Yelp, professional networks like LinkedIn, live-blogging and micro-blogging tools like Twitter, virtual worlds, file, audio and video sharing sites, and other similar social networking media or tools. You must not use **CRUISE PLANNERS®** as part of the legal name of your company. You can establish a fictitious ("doing business as") **CRUISE PLANNERS®** name for your business. You must only

operate your business under the name **CRUISE PLANNERS®**. You will only use websites, 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, without limitation, our franchisees. You must not use our Marks or trade name for any other Internet, website or social media purpose whatsoever. You must comply with all our policies, standards, and procedures for use of any social media that in any way references the Marks or involves the **CRUISE PLANNERS®** Business. 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 business 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. During the Term 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, graphic depiction, or foreign language translation 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 advertise in media, including, without limitation, websites and any social media, not approved in advance in writing by us. You agree to use the Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement.

**9.2 Your Non-Ownership of the Marks.** You agree that the Marks are our exclusive property. Nothing in this Agreement will give you any right, title, or interest in or to any of the Marks except as a mere privilege and non-exclusive license, during the Term, to display and use the Marks according to the limitations set forth in this Agreement. You understand and agree that the limited license to use the Marks granted by this Agreement applies only to those Marks which we designate (and has not designated as withdrawn from use), and those Marks which we may in the future designate in writing. You agree not to represent in any manner that you have acquired any ownership or equitable rights in any of the Marks by virtue of the limited license granted under this Agreement or your use of the Marks. All uses of the Marks by you, whether as a trademark, service mark, trade name or trade style, will inure to our benefit. Following the termination of this Agreement, no monetary amount will be attributable to any goodwill associated with your use of the Marks or operation of your **CRUISE PLANNERS®** Business.

**9.3 Discontinuance of the Marks.** You 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, and agree to use any additional or substituted Marks as we may designate. You waive any claim arising from or relating to any Mark change, modification, or substitution. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any Mark addition, modification, substitution, or discontinuation. If we require you to add, modify, substitute, or discontinue any Mark, you agree to bear the costs and expenses associated with any such changes.

**9.4 Consent for Marketing Purposes.** You grant us an irrevocable license to use your name, likeness, image and/or voice for any media, advertising or promotional purpose. You acknowledge and agree that you are not entitled to receive any compensation or any monetary consideration or remuneration of any kind for our use and/or display of your name, likeness, image and/or voice in any advertising or marketing materials distributed by us, including, without limitation, printed, digital and online materials

## **10. INDEMNIFICATION.**

You agree to indemnify and hold us, our affiliates, officers, directors, owners, employees and agents ("Indemnitees"), harmless from and against any and all actions, judgments, claims, damages, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs, even if incident to appellate, post-judgment, or bankruptcy proceedings) to which Indemnitees become subject, or that they incur arising from or relating in any manner, directly or indirectly, to your ownership or operation of your **CRUISE PLANNERS®** Business, including, without limitation, credit card disputes and chargebacks, other than those claims arising directly from our misconduct or gross negligence. You acknowledge and agree that your indemnification and hold harmless obligations under this Section shall survive the termination of this Agreement.

## **11. DEFAULT AND TERMINATION.**

**11.1 Default and Termination Provisions.** We may immediately terminate this Agreement upon delivery of written notice of termination to you, and suspend our obligations—including, without limitation, all business development and coaching support, access to our technology resources and tools, —until (or if) such time as the default(s) has/have been resolved to our satisfaction, if:

11.1.1. You fail to complete Initial Training Program to our satisfaction, including, without limitation, not attending training within 2 training cycles after the Effective Date;

11.1.2. You surrender or transfer control of the operation of your **CRUISE PLANNERS®** Business without our prior written consent;

11.1.3. You (or any of your owners and/or Associates) made any material misrepresentation or omission in connection with your purchase of the **CRUISE PLANNERS®** Business;

11.1.4. 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;

11.1.5. You (or any of your owners and/or Associates) engage in any dishonest, unethical or unprofessional conduct with us or any third party, which conduct may adversely affect the reputation of us or the **CRUISE PLANNERS®** Business or the goodwill associated with the Marks;

11.1.6. You (or any of your owners and/or Associates) make an unauthorized assignment of this Agreement or of an ownership interest in you (if a business entity) or any share or ownership interest in the **CRUISE PLANNERS®** Business;

11.1.7. You (or any of your owners and/or Associates) make any unauthorized use of, or disclose, any Confidential Information;

11.1.8. You fail to make payment of any amount due to us (under this Agreement or otherwise), to any affiliate of ours, or to any lender that has financed all or part of the initial franchise fee payable under Section 8.1, and do not correct such failure within 7 days after written notice of such failure is delivered to you;

11.1.9. Subject to our discretion, you fail to achieve \$15,000 or more in Departed Commissionable Revenue during any Fiscal Year during the Term;

11.1.10. You fail to pay when due any federal or state income, service, sales or other taxes due on the operations of your **CRUISE PLANNERS®** Business unless you are, in good faith, legally contesting your liability for such taxes;

11.1.11. 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 Agreement or any other agreement with us, whether or not such failures to comply were corrected after written notice of such failure was delivered to you;

11.1.12. 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;

11.1.13. You fail to honestly, accurately and without delay record any required information or data in our systems and as required by the System Standards;

11.1.14. You fail to market your travel business using the name **CRUISE PLANNERS®** exclusively;

11.1.15. You cease operations for more than six (6) months;

11.1.16. You conceal revenue; knowingly maintain false books or records; falsify information or otherwise defraud or make false representations to us; or, knowingly submit any substantially false report to us;

11.1.17. Any other agreement between you and us is terminated due to your breach of such agreement;

11.1.18. You do not renew the Franchise in accordance with Section 1.4; or

11.1.19. Except as provided above, for which we may immediately terminate this Agreement upon delivery of written notice to you, if you (or any of your owners and/or Associates) fail to comply with any other provision of this Agreement, or any other agreement 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, we may terminate this Agreement.

**11.2 Termination Notice Required by Law.** If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be deemed amended to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

**11.3 Post-Termination Obligations.** You shall complete all bookings in progress prior to the time of termination of this Agreement, or we will control all pending bookings upon the termination of this Agreement. You will not be compensated for pending bookings that we must complete because of or after the termination of this 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 of this Agreement, you must return to us, at your expense, anything we gave to you for the operation of your **CRUISE PLANNERS®** Business, irrespective of whether it is proprietary to us. Upon termination of this Agreement, you must immediately cease using any of our Marks and cease and desist from representing yourself to the public as a **CRUISE PLANNERS®** franchisee or associating yourself with any of our Marks, including, without limitation, cancelling any social media pages or any other use of our Marks on the web, in print, or in any other media. We have the right to withhold payments to you under the terms of this Agreement until you comply with this provision. You must take all necessary action to cancel any assumed name or equivalent registration which contains the Mark "**CRUISE PLANNERS®**" or any other Mark, or any variant, within 15 days following termination of this Agreement. If you fail or refuse to do so, we may, in your name, on your behalf and at your expense, execute all documents necessary to cause discontinuance of your use of the name "**CRUISE PLANNERS®**", or any related name used under this Agreement. You irrevocably appoint us as your attorney-in-fact to do so.

**11.4 Cumulative Remedies.** Your and our 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.

## **12. TRANSFER.**

**12.1 Conditions for Transferring to a Third Party.** We may freely transfer our rights and obligations under this Agreement. Your rights under this Agreement are transferable by you, subject to the conditions in this Section 12.1 and Section 12.2, but only if you give us reasonable written notice of not less than 30 days of the proposed transfer and the proposed transferee(s). In addition, we have the right to: (a) approve or disapprove the proposed transferee; (b) charge a reasonable transfer fee (currently \$695 to \$7,500, based on factors such as the experience of the transferee and the complexity of the transfer) to cover our costs associated with documenting the transfer, approving your transferee and training one transferee; (c) charge our standard fee for training additional

transferees; and (d) require the transferee to sign our then-current form of Franchise Agreement. Any proposed transfer is also subject to the transferee(s) successfully completing our Initial Training Program.

**12.2 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, membership interests or partnership interests) and you sign the Joinder at the end of this Agreement. All other owners are subject to our approval, and we reserve the right to require any new owner to complete our Initial Training Program. There are no charges for such transfer made within 90 days of the Commencement of Operations. After this 90-day grace period, you will pay us an administrative fee (currently \$195). As with all amounts you owe us, we may setoff this fee against amounts we owe you. You must remain on the franchise as an owner for a period of at least 1 year after a new owner is added. Should you decide to transfer away your entire interest in the franchise before the 1-year period is over, we reserve the right to treat this as a transfer to a third party and charge the appropriate transfer fee as described in Section 12.1. 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 agree to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of your obligations under this Agreement by signing the Joinder at the end of 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).

**12.3 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:

- a) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest of a business entity;
- b) merger or consolidation or issuance of additional securities or other forms of ownership interest;
- c) any sale of a security convertible to an ownership interest;
- d) transfer of an interest in you or your owners, this Agreement, the **CRUISE PLANNERS®** Business or substantially all of its assets, including, without limitation, in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law;
- e) if you or one of your owners dies, or a transfer of an interest in you, this Agreement, the **CRUISE PLANNERS®** Business or substantially all of its assets, by will, declaration of or transfer in trust, or under the laws of intestate succession; or
- f) 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.

**12.4 No Encumbrance.** You will have no right to pledge, encumber, hypothecate, or otherwise give a security interest in this Agreement, the franchise, the **CRUISE PLANNERS®** Business in any manner to any third-party person or entity without our prior written permission, which we may withhold for any reason.

**12.5 Death or Disability.** If you (if Franchisee is an individual) or any individual who holds an ownership interest in Franchisee (if Franchisee is an entity) dies or becomes disabled, such individual (or their heir legal representative) must, within sixty (60) days of the date of death or disability, transfer their interest in the Franchise to another owner of Franchisee or a third party, in accordance with our transfer requirements above, which requirements shall include the provision by the transferee of all information requested by us and the execution by the transferee of an assumption agreement, in form and substance satisfactory to us, under which the transferee assumes all of the transferor's obligations under this Agreement. The terms "Disabled" or "Disability" means the inability of an individual, as a result of any cause, to perform his or her obligations under the Agreement for a continued period of more than ninety (90) consecutive days or for a period of more than ninety (90) days in any one hundred and eighty (180) day period. If we are not notified within sixty (60) days of the death or disability of an intention to transfer ownership interest in the Franchise, then after ninety (90) days from the date of death or disability, at our option, the Franchise will revert back to us, including, without limitation, all pending commissions, and/or will be subject to termination.

### **13. NOTICE; USE OF ELECTRONIC MAIL.**

**13.1 Requirements Regarding Notice.** 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 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 email address we customarily use to communicate with you. Email notices relating to this Agreement from you must also be sent to the email address for our General Counsel.

**13.2 Use of Electronic Mail.** You acknowledge and agree that exchanging information with us by email is efficient and desirable for day-to-day communications, and that we and you may use email for such communications. You authorize the transmission of emails by us and our employees, suppliers, and affiliates ("Official Senders") to you during the Term. You further agree that: (a) Official Senders are authorized to send emails 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 emails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive emails 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 emails from Official Senders during the Term.

### **14. MISCELLANEOUS.**

**14.1 Joint and Several Liability; Joinder.** If Franchisee consists of more than one owner, all such persons are jointly and severally liable for Franchisee's liabilities and obligations under this Agreement. Each of Franchisee's legal and beneficial owners shall sign the Joinder at the end of this Agreement, whereby each of such owners agrees, among other things, that he or she is bound by all the terms of this Agreement as if he or she were Franchisee hereunder, and agrees that he or she is jointly and severally liable with the other owners and Franchisee for all of Franchisee's obligations under this Agreement. The parties are executing and delivering this Agreement on the Effective Date.

**14.2 Guarantee.** THE UNDERSIGNED INDIVIDUALS, REGARDLESS OF ANY CAPACITY CLAIMED IN THE FRANCHISEE COMPANY, INDIVIDUALLY, JOINTLY AND SEVERALLY GUARANTEE PERFORMANCE AND PAYMENT UNDER THE TERMS OF THIS AGREEMENT.

**14.3 Entire Agreement.** This Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between you and us, and supersede any and all prior negotiations, understandings, representations, and agreements, except the representations made to you in our Franchise Disclosure Document (including its exhibits and any updates or amendments).

**14.4 No Authority to Contract.** Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name; and we

shall in no event assume liability for, or be deemed liable hereunder as a result of any such action; nor shall we be liable by any reason of any act or omission of yours in the operation of the **CRUISE PLANNERS®** Business, or for any claim or judgment arising therefrom against you or us.

**14.5 Choice of Law; Forum for Disputes; Mandatory Mediation; Attorneys' Fees and Costs.**

Except as required by applicable law, this Agreement shall be governed by the laws of the State of Florida without reference to choice of law or choice of forum rules, and the state and federal courts nearest to 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. Except for actions for temporary, preliminary, or permanent injunctive relief, and/or actions to collect past due fees, that we initiate against you, the parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be promptly submitted to JAMS, or its successor, for mediation. If the parties fail to agree on a mediator in advance of initiating mediation proceedings, a single mediator will be appointed by JAMS pursuant to the JAMS Mediation Rules and Procedures. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Except as provided herein, at no time prior to the conclusion of the mediation proceedings shall either party initiate litigation of any claims or controversies required to be submitted to mediation pursuant to the terms of this Section 14.4. If the matter is not resolved through mediation, either party may initiate litigation subject to the terms in this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including, without limitation, impeachment, in any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the initiation date of the mediation proceedings. In the event of any litigation between you and us or relating to this Agreement, the prevailing party shall be awarded its costs and expenses thereof including, without limitation, reasonable attorneys' fees, expert witness fees costs of investigation and proof of facts, court costs and filing fees, and 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 Agreement in any judicial proceeding or appeals.

**14.6 Waiver of Class Actions.** THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SALE OF THE **CRUISE PLANNERS®** BUSINESS WILL BE CONDUCTED ON AN INDIVIDUAL, AND NOT A CLASS-WIDE, BASIS AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S LEGAL AND BENEFICIAL OWNERS, DIRECTORS, OFFICERS, MEMBERS AND SHAREHOLDERS, AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

**14.7 Waiver of Jury Trial.** All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for any claims arising out of this Agreement, whether now existing or arising in the future.

**14.8 Punitive Damages.** In no event will we be liable to you for punitive, special, consequential or exemplary damages including, without limitation, lost profits, in any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of the Franchise or non-grant of a successor franchise. In any action arising out of or relating to this Agreement, any breach or termination of this Agreement, any non-renewal of the Franchise or non-grant of a successor franchise, you shall be limited to recovering your actual damages only.

**14.9 Severability.** If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter



will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence, or clause of this Agreement is held to be indefinite, invalid, or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) unreasonable, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

**14.10 Waiver and Delay.** No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant, or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by you under this Agreement will not be, nor be construed to be, a waiver of any breach of any term, covenant, or condition of this Agreement.

**14.11 Our Withholding of Consent – Your Exclusive Remedy.** In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim, or defense. Your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

**14.12 Survival.** Any provision of this Agreement which imposes an obligation following the termination of this Agreement will survive the termination of this Agreement, and will continue to be binding upon the parties to this Agreement.

**14.13 Acceptance of Agreement.** This 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. This Agreement may only be modified in writing and signed by you and us.

**ACKNOWLEDGED, EXECUTED AND AGREED:**

<p><b>FRANCHISEE:</b></p> <p>_____ {Name of Business Entity if Applicable}</p> <p>_____ <b>Signature</b></p> <p><b>Print Name:</b> _____ <b>Title (if applicable):</b> _____</p> <p><b>Franchisee Address:</b></p> <p>_____ _____</p> <p><b>Email:</b> _____</p> <p><b>Phone Number:</b> _____</p> <p><b>Dated:</b> _____</p>	<p><b>FRANCHISOR:</b> <b>CP Franchising, LLC</b> <b>a Delaware limited liability company</b></p> <p>_____ <b>Signature</b></p> <p><b>Michelle Fee</b> <b>Chief Executive Officer</b></p> <p><b>Dated:</b> _____ <b>(EFFECTIVE DATE)</b></p>
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**Notice to Ohio Franchisee Only**

**You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.**

**JOINDER**

The parties below constitute all Franchisee's beneficial and legal owners. Each of such parties agrees that he or she is jointly and severally liable with each other and Franchisee for all Franchisee's obligations and representations under this Agreement, as modified from time to time with or without that party's consent thereto and is personally bound by all the terms thereof as if he or she were Franchisee thereunder, as well as agrees to be bound by all confidentiality and competitive restrictions in Sections 6 and 7 of the Agreement hereof.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature _____ /s/ Print Name: _____ Ownership Percentage: _____ %	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature _____ /s/ Print Name: _____ Ownership Percentage: _____ %
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**Addendum 1**



**REWARDS PROGRAM ADDENDUM**

**THIS FRANCHISE AGREEMENT ADDENDUM** (“Addendum”) amends the terms of the Franchise Agreement (“Agreement”) by and between CP Franchising, LLC (“CP”) a Delaware limited liability company (“Franchisor”), and

\_\_\_\_\_ (“Franchisee”). Franchisee has been provided the opportunity to participate in the Cruise Planners® Rewards Program for any franchise purchased at the total Initial Franchise Fee of \$6,995 or higher pursuant to the following terms and conditions:

1. Franchisee shall be entitled to a cash reward upon reaching a certain level of “Qualifying Revenue.” Qualifying Revenue means the total Gross Commissionable Fares and their associated commissions received by Home Office within the First Fiscal Year for travel sales that have departed on or before the anniversary of the Commencement of Operations. The cash reward is contingent upon (1) Franchisee’s completion of training, (2) Franchisee’s compliance with the Agreement through the First Fiscal Year, and (3) Franchisee’s full payment of the Initial Franchise Fee. Franchisee shall be entitled to the applicable cash reward indicated in the table below based on the level of Departed Commissionable Revenue attained in the First Fiscal Year:

<b>Cruise Planners Rewards Program</b>	
<b>Departed Commissionable Revenue</b>	<b>Cash Reward</b>
\$50,000 - \$99,000	\$1,000
\$100,000 - \$149,999	\$2,500
\$150,000 +	\$4,000

2. Cruise Planners® Rewards Program is based on your Departed Commissionable Revenue for your First Fiscal Year. Your Qualifying Revenue will be assessed two (2) months after the anniversary of the Commencement of Operations (“Measurement Date”). If Franchisee meets any of the above-described thresholds, the corresponding cash reward will be payable to Franchisee on the commission run following the Measurement Date.

3. Franchisee agrees to keep the terms of this Addendum strictly confidential except to Franchisee’s spouse, tax advisor, and/or attorney. Should Franchisee divulge the terms of this Amendment to any third party other than Franchisee’s spouse, tax advisor, or attorney, Franchisee agrees to pay Franchisor as liquidated damages, and not as a penalty, a sum equal to the Initial Franchise Fee paid by Franchisee.

4. All terms that are capitalized herein and not defined herein shall have the same meaning as set forth in the Agreement. The terms in this Addendum shall control over any inconsistent language in the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed the *Cruise Planners*® Rewards Program Addendum on \_\_\_\_\_, 20\_\_.

**FRANCHISEE:**

\_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Print Name*

Its: \_\_\_\_\_  
*Print title (if any)*

**FRANCHISOR:**

**CP FRANCHISING, LLC.**, a  
Delaware limited liability company

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

**Addendum 2**



**CRUISE PLANNERS® VETERANS PROGRAM ADDENDUM**

**THIS VETERANS PROGRAM ADDENDUM** (“Addendum”) amends the terms of the Franchise Agreement (“Agreement”) by and between CP FRANCHISING, LLC, a Delaware limited liability company (“Franchisor”) and {\_\_\_\_\_} (“Franchisee”). The parties desire to amend the Agreement as set forth below.

1. The Initial Franchise Fee for a New Travel Advisor will be discounted by \$4,000.
2. Franchisee acknowledges that the terms of this Addendum are not indicative of, and may not be relied upon to influence, the position Franchisor will take on any future requests to amend the terms of the Agreement. Franchisee further acknowledges that Franchisor in the future may enter into franchise agreements with Franchisee, Franchisor’s other franchisees, and/or the owners of Franchisee or Franchisor’s other franchisees, on terms and conditions different from those set forth in the Agreement and this Addendum.
3. All terms that are capitalized herein and not defined herein shall have the same meaning as set forth in the Agreement. The terms of this Addendum shall control over any inconsistent language in the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum \_\_\_\_\_, 20\_\_.

**FRANCHISOR:**

**FRANCHISEE:**

CP FRANCHISING, LLC., a Delaware limited liability company

\_\_\_\_\_

*Signature*

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

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

### Addendum 3

#### **RESTRICTED DOMAIN NAMES AGREEMENT**

**THIS RESTRICTED DOMAIN NAMES AGREEMENT** (“Agreement”) is made and entered into effective the date set forth below (“Effective Date”), by and between CP Franchising, LLC dba Cruise Planners, a limited liability company organized under the laws of the State of Delaware, U.S.A., with its principal office and place of business in Coral Springs, Florida (hereinafter referred to as "Licensor"), and the other party signing below (hereinafter referred to as "Licensee").

**WHEREAS**, Licensor and Licensee are, contemporaneously with this Agreement, entering into a franchise agreement to operate a Cruise Planners® travel advisor franchise (the “Business”) and for the use of Licensor’s trademarks (as amended and/or renewed from time to time, the “Franchise Agreement”); and

**WHEREAS**, Licensor is the owner of certain trademarks, including the word mark “Cruise Planners” registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"); and

**WHEREAS**, the parties hereto desire to set forth the terms, procedures and conditions pertaining to (i) a license for use by Licensee and prohibition of registration by Licensee of any web uniform resource locator or web domain name in any country worldwide containing the word “Cruise Planners” or “CP” (including any such web domain name using such words or trademarks or any reasonably confusing variation thereof is referred to herein as a “Restricted Domain Name”);

**NOW, THEREFORE**, it is agreed as follows:

1. During the term of the Franchise Agreement, Licensee shall not, nor shall it authorize any associate, or any affiliate, entity, or person over which it has direct or indirect control (collectively, “Affiliate”), to register any Restricted Domain Name worldwide. Any Restricted Domain Name that Licensee or any Affiliate has registered or will register after the Effective Date shall be unconditionally transferred to Licensor without compensation to Licensee or such Affiliate not later than thirty (30) days following the termination of the Franchise Agreement.
2. Licensee shall inform Licensor in writing of any Restricted Domain Name that Licensee would like to use directly in connection with the Business pursuant to the Franchise Agreement, including any Restricted Domain Name that it wishes to secure for protective reasons to direct web traffic to Licensee's primary website featuring the Cruise Planners® brand products and services. For each requested Restricted Domain Name registration, Licensee must complete, sign and provide to Licensor, in the manner required by Licensor, a Request for Registration of Restricted Domain Name using Licensor's then-current form(s), which Licensor may change from time to time without providing prior notice to Licensee. Licensor's current Request for Registration for Restricted Domain Name is attached as Exhibit 1 for illustration purposes only. If the Restricted Domain Name is registrable, and is approved by Licensor, Licensor will seek registration and will inform Licensee when registration has been secured by Licensor. Licensee shall promptly reimburse Licensor for all costs of registration and maintaining registration of such transferred or newly registered Restricted Domain Name so long as Licensee's license to use same shall remain in effect. Any Restricted Domain Name registered by Licensor at Licensee's request for protective reasons to direct web traffic to Licensee's primary website featuring the Cruise Planners® brand products and services shall not be used in any manner other to direct web traffic as indicated above (such as to display any independent content or function), without Licensor's prior written consent.
3. Licensor, as the owner of any Restricted Domain Name transferred to it by Licensee as provided above, and as the owner of any Restricted Domain Name registered by Licensor pursuant to request by Licensee as provided above, hereby grants to Licensee the exclusive right to use such Restricted Domain Name subject to the terms and conditions hereinafter set forth. As the owner of every Restricted Domain Name, Licensor shall have exclusive control over the ownership of same through confidential password or account number. Subject to the terms and conditions stated herein, so long as the license to Licensee for the Restricted Domain Name stated in this Section remains in effect, Licensee may be designated as the “Technical Contact” in the Restricted Domain Name

registration and shall have exclusive responsibility and control over content displayed for such Restricted Domain Name, except that Licensor reserves the right to modify content that is described herein. Licensor may from time to time designate additional procedures or documentation required of Licensee in order to carry into effect the terms and intent of this Agreement and Licensee shall promptly comply with such requests.

4. Promptly upon Licensor's request, Licensee agrees to conspicuously display on the home page of its website the following text: "Cruise Planners" marks are registered trademarks of Licensor and the use of same herein is undertaken pursuant to the Franchise Agreement. Licensee will promptly comply with Licensor requests for proper usage and style of Licensor's trademarks used by Licensee on such website and to place additional content on such website for the protection of Licensor's trademarks and other intellectual property.

5. Licensor may at any time terminate the license stated in paragraph 3 by written notice to Licensee, stating the effective date of termination, (i) for failure of Licensee to comply with any of the terms and conditions of this Agreement, (ii) if any representation or warranty of Licensee in this Agreement or in any Licensee Request for Registration of Restricted Domain Name is false or misleading, (iii) if Licensee (a) permits the use of any of Licensor's trademarks on or in connection with any product or service other than the Cruise Planners® brand products and services covered by the Franchise Agreement or (b) engages in any act or omission which may diminish or impair the goodwill, name or reputation of either Licensor or its trademarks in Licensor's judgment, or (iv) if Licensor determines, in its sole discretion, that Licensee's website, or any website linked to a Restricted Domain Name hereunder, contains pornographic or obscene materials; slanderous statements; material associated with other manufacturers of work wear; advertising which is inconsistent with the Licensor's brand strategy; unlawful material, including, without limitation, material that infringes the trademark, copyrights, or intellectual property rights of a third party, or any other type of material objectionable to Licensor. The license stated in paragraph 3 shall automatically terminate effective on the date of any termination of the Franchise Agreement.

6. Unless otherwise permitted under the Franchise Agreement, without the prior written consent of Licensor, Licensee shall not voluntarily or by operation of law assign or transfer this Agreement or any of Licensee's rights, duties, or interests thereunder.

7. All notices between the Licensor and Licensee shall be in writing by email, certified mail, or reputable overnight courier, addressed to Licensee or Licensor at the respective addresses set forth in the Franchise Agreement or provided by the parties from time to time, as applicable, and shall be effective upon receipt.

8. In the event Licensor or Licensee shall commence any action or proceeding against the other by reason of any breach or claimed breach of the performance of any of the terms or conditions of this Agreement, or to seek a judicial declaration of rights hereunder, the prevailing party in such action or proceeding shall be entitled to reasonable attorneys' fees to be fixed by the trial court. In any legal action or proceeding brought in which any right or obligation arising from this Agreement is an issue, the law applicable thereto shall be the law of the State of Florida, and such legal action or proceeding shall be brought only in a court of competent jurisdiction in Broward County, Florida.

9. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and no modifications or revisions thereof shall be of any force or effect unless the same are in writing and executed by the parties hereto. This Agreement supersedes any prior or contemporaneous written or oral agreement concerning the subject matter hereof. To the extent of any conflict between this Agreement, as to the subject matter hereof, and the Franchise Agreement, the terms of this Agreement shall control.

{Signatures on next page}

**Licensor:**

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

**Licensee:**

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



**Exhibit 1**

**Request for Registration of Restricted Domain Name**

TO:

Licensee hereby requests that Licensor register the following Restricted Domain Name(s): {include one or more of the following alternatives, as applicable}

“ \_\_\_\_\_ .com”

Licensee represents and warrants that the following Restricted Domain Name(s) will be used exclusively by Licensee in connection with its only website featuring Cruise Planners® brand products and services.

“ \_\_\_\_\_ .com”

Licensee represents and warrants that the Restricted Domain Name(s) will contain no content, and will be used exclusively by Licensee to direct web traffic to its website featuring Cruise Planners® brand, products, and services.

Licensee requests that the following person or entity be designated at the “Technical Contact” for such Restricted Domain Name(s):

**Confirm:**

Licensee represents and warrants to Licensor that Licensee and its Affiliates do not currently maintain registration of any other Restricted Domain Name(s). \_\_\_\_\_

This Licensee Request for Registration of Restricted Domain Name is delivered by Licensee to Licensor pursuant to and subject to that certain Restricted Domain Names Agreement between Licensee and Licensor. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Restricted Domain Names Agreement or the Franchise Agreement. \_\_\_\_\_

**Licensee:**

\_\_\_\_\_  
{Printed Name of Licensee}

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

**EXHIBIT B**  
**FINANCIAL STATEMENTS**

# **CP Franchising, LLC**

(A Limited Liability Company)

Financial Statements  
December 31, 2023

## Contents

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## Independent Auditor's Report

To the Board of Directors and Shareholders of  
CP Franchising, LLC

### ***Opinion***

We have audited the financial statements of CP Franchising, LLC, which comprise the balance sheet as of December 31, 2023, and the related statements of operations, member's equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of CP Franchising, LLC as of December 31, 2023 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of CP Franchising, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about CP Franchising, LLC's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit 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 CP Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about CP Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

*CohnReznick LLP*

Melville, New York  
April 16, 2024

**CP Franchising, LLC**  
**(A Limited Liability Company)**

**Balance Sheet**  
**December 31, 2023**

	<b>2023</b>
<hr/>	
Assets	
Current assets:	
Cash and cash equivalents	\$32,141,425
Accounts receivable, net of allowance of \$204,892	21,304,399
Other receivable	1,324,875
Other current assets	858,125
Investments	8,683,492
<b>Total current assets</b>	<b>64,312,316</b>
Furniture and equipment, net	946,450
Other assets:	
Operating ROU asset	2,005,859
Other	55,346
Due from related party	265,262
<b>Total assets</b>	<b>\$67,585,233</b>
<b>Liabilities and Member's Equity</b>	
Current liabilities:	
Accounts payable	\$19,276,104
Accrued expenses	5,288,573
Deferred revenue	5,075,057
Short-term lease liability	440,456
<b>Total current liabilities</b>	<b>30,080,190</b>
Long-term liabilities:	
Deferred revenue	2,139,629
Long-term lease liability	1,769,744
<b>Total long-term liabilities</b>	<b>3,909,373</b>
<b>Total liabilities</b>	<b>33,989,563</b>
<b>Commitments and contingencies</b>	
<b>Member's equity</b>	<b>33,595,670</b>
<b>Total liabilities and member's equity</b>	<b>\$67,585,233</b>

See notes to financial statements.

**CP Franchising, LLC**  
**(A Limited Liability Company)**

**Statement of Operations**  
**Year Ended December 31, 2023**

	2023
Revenue:	
Commissions revenues from travel sales, net	\$ 24,883,281
Franchise fees and other franchise related revenue	7,641,531
Volume-based commission revenue	14,525,290
Marketing revenue	10,145,016
Other revenue	3,140,782
<b>Total revenue</b>	<u>60,335,900</u>
Cost of revenue	10,921,526
<b>Gross profit</b>	<u>49,414,374</u>
Operating and administrative expenses	19,665,354
Depreciation and amortization	460,123
	<u>20,125,477</u>
<b>Operating income</b>	<u>29,288,897</u>
Financial income (expense):	
Interest income, net	979,935
Other income (expense), net	121,316
	<u>1,101,251</u>
<b>Net income</b>	<u>\$ 30,390,148</u>

See notes to financial statements.



**CP Franchising, LLC**  
**(A Limited Liability Company)**

**Statement of Member Equity**  
**Year Ended December 31, 2023**

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Balance, December 31, 2022	23,013,568
ASC 326 Adjustment (See Note 1)	95,764
Balance, January 1, 2023	<u>23,109,332</u>
Net Income	30,390,148
Distributions to member	<u>(19,903,810)</u>
<b>Ending balance, December 31, 2023</b>	<b><u>\$ 33,595,670</u></b>

See notes to financial statements.

**CP Franchising, LLC**  
**(A Limited Liability Company)**  
**Statement of Cash Flows**  
**Year Ended December 31, 2023**

	2023
Cash flows from operating activities:	
Net income	\$ 30,390,148
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	460,123
Amortization, deferred financing costs	2,500
Non-cash operating lease costs	2,859
Bad debt expense	(98,752)
Accrued interest on U.S. treasury bills	(24,323)
Changes in assets and liabilities:	
Accounts receivable	(4,509,753)
Other assets	214,943
Accounts payable	3,337,263
Accrued expenses	1,870,540
Deferred revenue	1,905,560
<b>Net cash provided by operating activities</b>	<u>33,551,108</u>
Cash flows from investing activities:	
Purchases of furniture and equipment, including internally developed software	(58,893)
Due from related party	(256,879)
Proceeds from related party	204,644
<b>Net cash used in investing activities</b>	<u>(111,128)</u>
Cash flows from financing activities:	
Distributions to member	(19,903,810)
Purchase of short-term investments	(8,659,169)
<b>Net cash used in financing activities</b>	<u>(28,562,979)</u>
<b>Net increase in cash</b>	4,877,001
Cash and cash equivalents:	
Beginning	<u>27,264,424</u>
Ending	<u>\$ 32,141,425</u>

See 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](http://www.cruiseplanners.com) website and sells travel agent franchises through its <http://www.cruiseplannersfranchise.com> website.

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

**Accounting estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) 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 four primary sources of revenue: commissions related to travel and ancillary services, volume-based programs, 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 and air) are recognized when the sales are made, and the service is no longer cancelable without penalty. The Company accounts for these revenues and expenses under the agent method, under which the commission earned from travel sales is recorded net in the Statements of Income. Revenues from volume-based programs, commonly referred to as override commissions, are recorded when it is determined to be realizable which occurs notification by the supplier that the incentive was achieved. Revenues from sales of franchises have two performance obligations: the intellectual property and training. The intellectual property performance obligations are recognized ratably as the Company fulfills its contractual obligations required by the franchise agreement over the estimated useful life of the contract by type for a maximum period of 6.6 years. The training performance obligations are recognized upon fulfillment of the obligations to the franchisee related to the initial training requirements. The Company receives cooperative advertising revenue from various contracts and agreements it has with its travel suppliers. Most of the revenue included within other revenue is derived from packaged vacations in which the Company accounts for these revenues upon fulfillment of the obligation which is normally when the tour occurs. For the year ended December 31, 2023, approximately \$1,313,000 was recognized over time for franchise fees.

**Cash and cash equivalents:** The Company classifies all highly liquid investments purchased with original maturity of three months or less to be cash equivalents. Cash equivalents consists primarily of held-to-maturity debt securities, of approximately \$989,700, that are expected to mature within 90 days after year-end.

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents. Cash and cash equivalents consists primarily of cash on deposit and held-to-maturity debt securities that are readily convertible into cash and purchased with maturities of three months or less. The Company maintains its cash at one financial institution which, at times, may exceed federally insured amounts. The Company has not experienced any losses in such accounts. Total amount of cash in excess of federally insured limits in the amount of approximately \$16,021,796.

**Accounts receivable:** Accounts receivables are primarily comprised of receivables from travel suppliers for commissions earned on travel, advertising reimbursements, and other receivables. Expected credit losses are not measured for groups of financial assets whose historical credit loss information adjusted for current conditions and reasonable forecasts results in an expectation that nonpayment of the amortized cost basis is at or near zero.

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

Management believes that the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for receivables held at December 31, 2023 because the composition of the receivables at that date is consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its customers and its lending practices have not changed significantly over time). The Company has tracked historical loss information for its receivables from franchisees and others and compiled historical credit loss percentages for different aging categories (current through 90 days past due and more than 90 days past due). Based on the historical information, the Company has reserved 2.2% for invoices currently due and 1-90 days past due, and 100% of invoices more than 90 days past due. Management developed this estimate based on its knowledge of past experiences. As a result, management applied the applicable updated credit loss rates to determine the expected credit loss estimate for each aging category. Accordingly, the allowance for expected credit losses related to accounts receivable at December 31, 2023 totaled \$204,892.

The Company's allowance for expected credit losses represents its estimate of expected credit losses related to commissions earned, advertising reimbursements, and other receivables. To estimate its allowance for doubtful accounts, the Company leverages information on historical losses and current conditions, and reasonable and supportable forecasts of future conditions.

**Property 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	10
Computer equipment	3-5
Furniture and fixtures	7

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.

**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 intangible assets and other long-lived assets:** 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 years ended December 31, 2023.

**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 (IRC). 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.

U.S. GAAP requires management to evaluate tax positions taken by the Company and recognize a tax liability if the Company has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. 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.

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

**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. Commissions payable of \$18,972,548 and \$15,203,921 are included within accounts payable on the accompanying balance sheets as of December 31, 2023 and January 1, 2023, respectively.

**Advertising:** Advertising costs are expensed as incurred. Advertising expense amounted to \$3,271,848 for the years ended December 31, 2023.

**Deferred revenue:** The Company has three primary sources of deferred revenue: commissions related to travel and ancillary services, franchise sales, ancillary services and advertising. Deferred commissions revenue related to travel will be deferred when money is received until 75 days prior to travel when the trip is no longer cancelable without significant penalty. Deferred Franchise fees are deferred until the performance obligations are met. The Company recognizes initial franchisee revenue using two performance obligations, 1) intellectual property; and 2) initial franchise training. The intellectual property performance obligation is recognized ratably as the Company fulfills its contractual obligations required by the franchise agreement over the life of the contract. The life of the contract was determined by a lifing study by franchise type. The training performance obligation is recognized upon fulfillment of the obligations to the franchisee related to the initial training requirements. Deferred revenue from other franchise ancillary fees and advertising are in deferred revenue until services are provided. Deferred revenue as of December 31, 2023 and January 1, 2023 was \$7,214,686 (\$5,075,057 short-term and \$2,139,629 long-term) and \$5,309,126 (\$3,508,894 short-term and \$1,800,232 long-term), respectively.

**Operating Lease:** The Company accounts for its leases under ASC *Topic 842 Leases*. The Company has one lease for the office space that is disclosed in the accompanying Balance sheet as Operating right-of-use ("ROU") assets, and short-term and long-term lease liabilities. The determination if an arrangement is a lease is made at the lease's commencement date. Under ASC 842, a contract is (or contains) a lease if it provides the right for the lessee to control the use of the asset for a period in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all the economic benefits from the use of the asset and the right to direct the use of the asset. The Company only performs a reassessment if terms of the contract changes.

The Company determines an appropriate discount rate to apply when determining the present value of the remaining lease payments for purposes of measuring or remeasuring lease liabilities. As the rate implicit in the lease is generally not readily determinable, the Company has elected to use risk-free rates as the discount rate for all its leases. The Company uses rates on U.S. government securities for periods comparable with lease terms as risk-free rates.

**Investments in held-to-maturity securities:** The Company classifies its debt securities as "held-to-maturity" and are recorded at amortized cost. Losses attributable to credit losses are recorded as an allowance for available for sale credit losses. Losses attributable to other factors are charged to other comprehensive income.

**Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)****Adoption of New Accounting Standards:**

On January 1, 2023, the Company adopted Accounting Standards Update No. 2016-13 Measurement of Credit Losses on Financial Instruments, and its related amendments (collectively, Topic 326). The Company recognized a cumulative effect of adopting Topic 326 of \$95,765 member's equity as of the adoption date. The new standard changes the impairment model for financial assets measured at amortized cost, including trade receivables, receivables from franchisees, and credit card receivables, from an incurred loss model to a current and expected loss model. Under the current and expected credit loss (CECL) model, entities recognize credit losses expected to be incurred over the entire contractual term of the instrument rather than delaying recognition of credit losses until it is probable that a loss has been incurred. In accordance with Topic 326, the Company evaluates certain criteria, including aging and historical write-offs, the current economic condition of specific customers and future economic conditions to determine the appropriate allowance for credit losses. As a result of the adoption of Topic 326, the Company recorded the following adjustments as of January 1, 2023:

	January 1, 2023, As Reported Under ASC 326	December 31, 2022, Pre-ASC 326 Adoption	Impact of ASC 326 Adoption
Financial assets carried at amortized cost:			
Commission and other receivables	\$ 15,195,914	\$ 15,195,914	\$ -
Receivables from franchisees	214,702	214,702	-
Allowance for credit losses of receivables from franchisees	(169,130)	(169,130)	-
COOP Receivables	1,056,771	1,056,771	-
Allowance for COOP Receivables	-	(95,765)	95,765
Accounts receivable, net	<u>\$ 16,298,257</u>	<u>\$ 16,202,492</u>	<u>\$ 95,765</u>

**Note 2. Accounts Receivable**

Accounts receivable consisted of the following as of December 31, 2023:

	2023
Commissions receivable	\$ 13,341,273
Override receivable	6,685,695
Advertising reimbursements	1,033,470
Other	448,853
Total accounts receivable	<u>21,509,291</u>
Less allowance for credit losses	<u>(204,892)</u>
Accounts receivable, net	<u><u>\$ 21,304,399</u></u>

Net revenues for the year ended December 31, 2023, include sales to a major customer, who accounts for more than 11% of revenue (excluding Franchise fee and other franchise related revenue). The receivables due from this customer were approximately 14% of total accounts receivable as of December 31, 2023.

**Note 3. Property and equipment**

Property and equipment as of December 31, 2023, consisted of the following:

	<u>2023</u>
Internally developed and purchased software	\$ 2,154,952
Leasehold improvements	930,348
Computer and equipment	658,501
Furniture and fixtures	<u>611,861</u>
	4,355,662
Less accumulated depreciation	<u>3,409,212</u>
	946,450
Software under development	-
	<u>\$ 946,450</u>

Depreciation expense for the year ended December 31, 2023, amounted to \$460,123.

**Note 4. Held-to-maturity debt securities**

	<u>2023</u>
Held-to-maturity debt securities at cost	\$ 8,659,169
Amortization	<u>24,323</u>
	\$ 8,683,492

Held-to-maturity debt securities are carried in the financial statements at amortized cost. Amortization of \$24,323 is included in interest income in the accompanying income statement. The held-to-maturity debt securities are comprised of U.S. Treasury bills which mature in 2024.

**Note 5. Line of Credit**

Effective September 19, 2022, the Company renewed the revolving line of credit for an additional three year term for borrowings up to a maximum of \$3,000,000. Borrowings bear interest at Prime Rate minus 1.00% (7.5% as of December 31, 2023). Under the terms of the line of credit agreement, the Company is required to maintain various financial and other covenants. The line of credit is collateralized by substantially all of the assets of the Company. The Company is in compliance with financial covenants for the loan. There were no outstanding borrowings on the line of credit as of December 31, 2023.

**Note 6. Commitments, Contingencies and Other Matters**

**Litigation:** The Company is subject to various legal proceedings and claims, which arise in the ordinary course of its business. Any litigation is vigorously defended by the Company and, in the opinion of management, based on consultation with external legal counsel, any potential outcome of such litigation would not materially affect the Company's financial position or results of operations.

**Lease:** The Company leases their corporate headquarters under an operating lease with a specific expiration date. All contracts that implicitly or explicitly involve property, plant and equipment are evaluated to determine whether they are or contain a lease. Rental payments on the lease provide for fixed minimum payments that increase over the lease term at predetermined amounts.

**Note 6. Commitments, Contingencies and Other Matters (Continued)**

At lease commencement, the Company recognizes a lease liability, which is measured at the present value of future lease payments, and a corresponding right-of-use asset equal to the lease liability, adjusted for any prepaid lease costs, initial direct costs and lease incentives. The Company has elected and applies the practical expedient available to lessees to combine non-lease components with their related lease components and account for them as a single combined lease component for all its leases. The Company remeasures lease liabilities and related right-of-use assets whenever there is a change to the lease term and/or there is a change in the amount of future lease payments, but only when such changes do not qualify to be accounted for as a separate contract.

The Company determines an appropriate discount rate to apply when determining the present value of the remaining lease payments for purposes of measuring or remeasuring lease liabilities. As the rate implicit in the lease is generally not readily determinable, the Company has elected to use risk-free rates as the discount rate for all its leases. The Company uses rates on US government securities for periods comparable with lease terms as risk-free rates.

For accounting purposes, the Company's leases commence on the earlier of (i) the date upon which the Company obtains control of the underlying asset and (ii) the contractual effective date of a lease. Lease commencement for most of the Company's leases coincides with the contractual effective date. The Company's leases generally have minimum base terms with renewal options or fixed terms with early termination options. Such renewal and early termination options are exercisable at the option of the Company and, when exercised, usually provide for rental payments during the extension period at then current market rates or at pre-determined rental amounts. Unless the Company determines that it is reasonably certain that the term of a lease will be extended, such as through the exercise of a renewal option or non-exercise of an early termination option, the term of a lease begins at lease commencement and spans for the duration of the minimum non-cancellable contractual term. When the exercise of a renewal option or non-exercise of an early termination option is reasonably certain, the lease term is measured as ending at the end of the renewal period or on the date an early termination may be exercised.

As of December 31, 2023, the weighted-average remaining lease term of the Company's operating leases is 4.9 years and the weighted-average discount rate for operating leases is 1.55%.

Lease Expense:	2023
Operating lease Expense	<u>\$ 430,487</u>
	2023
Cash Paid for amounts included in the measurement of Lease liabilities:	<u>\$ 427,628</u>



**Note 6. Commitments, Contingencies and Other Matters (Continued)**

Aggregate future minimum annual rental payments required under the lease agreements as of December 31, 2023, are as follows:

Years ending December 31:	
2024	440,456
2025	453,670
2026	467,280
2027	481,299
2028	453,293
Total lease payments	<u>\$ 2,295,998</u>
Less: interest	<u>(85,798)</u>
Present value of lease liabilities	<u>\$ 2,210,200</u>
Less: current portion of lease liability	<u>(440,456)</u>
Noncurrent portion of total lease liability	<u>\$ 1,769,744</u>

**Note 7. 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 IRC. The Company's contributions vest 20% after one year and are fully vested after five years. During 2023, the Company matched the employee contribution 50% of up to 6%. The Company recognized contribution expense during the year ended December 31, 2023 of \$139,981.

**Note 8. Related Party Transactions**

The Company has an unsecured receivable from an entity under common ownership which totaled \$265,262 as of December 31, 2023 that is due on demand with no specific repayment terms.

**Note 9. Employee Retention Credit**

ERC (Employee retention credit) provides eligible employers a refundable tax credit against the employer's share of social security taxes. During 2021 the United States government passed additional provisions that extended and expanded the qualified wage caps on these credits through December 31, 2021. The ERC is equal to 70% of qualified wages paid to employees during calendar 2021 for a maximum credit per employee of \$7,000 per quarter. During the year ended December 31, 2021, the Company claimed ERCs of approximately \$1.8 million related to qualified credits from Q1 through Q3 2021. The remaining amount of \$1.3 million not received as of December 31, 2023 is expected to be settled and is recorded within other receivable on our consolidated balance sheet.

**Note 10. Subsequent Events**

Management has assessed subsequent events through April 16, 2024, the date on which the financial statements were available to be issued.

# **CP Franchising, LLC**

(A Limited Liability Company)

Financial Statements

December 31, 2022

## Contents

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Shareholders of  
CP Franchising, LLC

### *Opinion*

We have audited the financial statements of CP Franchising, LLC, which comprise the balance sheets as of December 31, 2022, 2021, and 2020, and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of CP Franchising, LLC as of December 31, 2022, 2021, and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of CP Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about CP Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 CP Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about CP Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

***Adoption of New Accounting Standard***

As discussed in Note 6 to the financial statements, the Company changed its method of accounting for leases due to the adoption of ASU No. 2016-02, Leases (Topic 842), as amended, effective January 1, 2022, using the modified retrospective method.

*Marcum LLP*  
Fort Lauderdale, FL  
March 27, 2023

**CP Franchising, LLC**  
**(A Limited Liability Company)**

**Balance Sheets**  
**December 31, 2022, 2021 and 2020**

	2022	2021	2020
<b>Assets</b>			
Current assets:			
Cash	\$27,264,424	\$16,569,907	\$10,246,615
Accounts receivable	16,202,492	10,168,279	2,460,994
Other receivable	1,324,875	1,324,875	-
Other current assets	1,073,067	1,182,900	940,557
<b>Total current assets</b>	<b>45,864,858</b>	29,245,961	13,648,166
Furniture and equipment, net	1,354,992	1,644,034	1,910,113
Other assets:			
Operating ROU asset	2,190,837	-	-
Intangible assets	-	575,854	1,151,734
Goodwill	-	158,410	316,810
Other	57,847	51,180	53,830
Due from related party	205,715	213,033	63,008
	<b>\$49,674,249</b>	\$31,888,472	\$17,143,661
<b>Liabilities and Member's Equity</b>			
Current liabilities:			
Accounts payable	\$15,938,841	\$12,070,593	\$3,684,459
Accrued expenses	3,020,396	1,132,265	784,031
Deferred revenue	3,508,894	4,731,603	3,235,465
Notes payable	-	1,736,012	1,902,800
Due to related party	-	-	26,785
Short-term lease liability	427,628	-	-
<b>Total current liabilities</b>	<b>22,895,759</b>	19,670,473	9,633,540
Long-term liabilities:			
Deferred revenue	1,800,232	1,339,653	2,492,677
Long-term lease liability	1,964,691	-	-
<b>Total long-term liabilities</b>	<b>3,764,923</b>	1,339,653	2,492,677
<b>Total liabilities</b>	<b>26,660,682</b>	21,010,126	12,126,217
<b>Commitments and contingencies</b>			
<b>Member's equity</b>	<b>23,013,567</b>	10,878,346	5,017,444
	<b>\$49,674,249</b>	\$31,888,472	\$17,143,661

See notes to financial statements.

**CP Franchising, LLC**  
**(A Limited Liability Company)**

**Statements of Operations**  
**Years Ended December 31, 2022, 2021 and**  
**2020**

	2022	2021	2020
Revenue:			
Commissions revenues from travel sales, net	\$ 19,114,756	\$ 7,687,161	\$ 5,541,650
Franchise fee and other franchise related revenue	5,614,324	5,321,257	5,242,986
Volume-based commission revenue	10,035,705	2,230,281	1,394,252
Marketing revenue	8,155,328	4,806,369	2,958,386
Other revenue	1,361,955	29,022	406,701
<b>Total revenue</b>	<b>44,282,068</b>	<b>20,074,090</b>	<b>15,543,975</b>
Cost of revenue	7,894,127	4,063,232	3,572,375
<b>Gross profit</b>	<b>36,387,941</b>	<b>16,010,858</b>	<b>11,971,600</b>
Operating and administrative expenses	14,643,452	11,240,676	12,245,573
Depreciation and amortization	1,317,467	1,306,916	1,424,078
	<b>15,960,919</b>	<b>12,547,592</b>	<b>13,669,651</b>
<b>Operating income (loss)</b>	<b>20,427,022</b>	<b>3,463,266</b>	<b>(1,698,051)</b>
Financial income (expense):			
Interest income, net	46,326	12,434	86,688
Other income (expense), net	7,786,352	3,865,202	7,213
	<b>7,832,678</b>	<b>3,877,636</b>	<b>93,901</b>
<b>Net income (loss)</b>	<b>\$ 28,259,700</b>	<b>\$ 7,340,902</b>	<b>\$ (1,604,150)</b>

See notes to financial statements.

**CP Franchising, LLC**  
**(A Limited Liability Company)**

**Statements of Member Equity**  
**Years Ended December 31, 2022, 2021 and 2020**

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Ending balance, December 31, 2019	\$ 6,621,594
Net Loss	(1,604,150)
Distributions to member	-
Ending balance, December 31, 2020	5,017,444
Net Income	7,340,902
Distributions to member	(1,480,000)
Ending balance, December 31, 2021	10,878,346
Net Income	28,259,700
Distributions to member	(16,124,479)
<b>Ending balance, December 31, 2022</b>	<b>\$ 23,013,567</b>

See notes to financial statements.



**CP Franchising, LLC**  
**(A Limited Liability Company)**  
**Statements of Cash Flows**  
**Years Ended December 31, 2022, 2021 and 2020**

	2022	2021	2020
Cash flows from operating activities:			
Net income (loss)	\$ 28,259,700	\$ 7,340,902	\$ (1,604,150)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation	590,515	579,950	697,111
Loss on disposal of furniture and equipment	14,596	-	-
Amortization, intangibles and goodwill	734,264	734,280	734,280
Amortization, deferred financing costs	883	3,015	3,015
Amortization, operating ROU asset	310,314	-	-
Bad debt expense	(18,498)	(78,454)	240,928
PPP Loan forgiveness	(1,736,012)	(1,902,800)	-
Changes in assets and liabilities:			
(Increase) Decrease in:			
Accounts receivable	(6,015,715)	(7,628,831)	9,327,624
Other receivable	-	(1,324,875)	-
Other assets	102,283	(242,708)	361,002
Increase (Decrease) in:			
Accounts payable	3,868,249	8,386,134	(7,412,172)
Accrued expenses	2,084,429	348,235	(1,628,373)
Deferred revenue	(762,130)	343,114	(1,573,684)
Short-term lease liability	(305,130)	-	-
<b>Net cash provided by (used in) operating activities</b>	<b>27,127,748</b>	<b>6,557,962</b>	<b>(854,419)</b>
Cash flows from investing activities:			
Purchases of furniture and equipment, including internally developed software	(316,070)	(313,872)	(257,752)
Due from related party	(303,676)	(150,025)	(46,106)
Proceeds from related party	310,994	-	-
<b>Net cash provided by (used in) investing activities</b>	<b>(308,752)</b>	<b>(463,897)</b>	<b>(303,858)</b>
Cash flows from financing activities:			
Distributions to member	(16,124,479)	(1,480,000)	-
Due to related party	-	(26,785)	(172,415)
Notes Payable	-	1,736,012	1,902,800
<b>Net cash provided by (used in) financing activities</b>	<b>(16,124,479)</b>	<b>229,227</b>	<b>1,730,385</b>
<b>Net increase (decrease) in cash</b>	<b>10,694,517</b>	<b>6,323,292</b>	<b>572,108</b>
Cash:			
Beginning	16,569,907	10,246,615	9,674,507
Ending	<b>\$ 27,264,424</b>	<b>\$ 16,569,907</b>	<b>\$ 10,246,615</b>
Supplemental disclosure of cash flow information:			
Operating ROU asset and Lease liability	2,697,449	-	-
See notes to financial statements.			

**CP Franchising, LLC  
(A Limited Liability Company)**

**Notes to Financial Statements**

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

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

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

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

**Accounting estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) 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 four primary sources of revenue: commissions related to travel and ancillary services, volume-based programs, 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 and air) are recognized when the sales are made, and the service is no longer cancelable without penalty. The Company accounts for these revenues and expenses under the agent method, under which the commission earned from travel sales is recorded net in the Statements of Income. Revenues from volume-based programs, commonly referred to as override commissions, are recorded at the time the benchmarks for payments are met upon confirmation from third party suppliers. Revenues from sales of franchises have two performance obligations: the intellectual property and training. The intellectual property performance obligations are recognized ratably as the Company fulfills its contractual obligations required by the franchise agreement over the life of the contract by type for a maximum period of 6.6 years. The training performance obligations are recognized upon fulfillment of the obligations to the franchisee related to the initial training requirements. The Company receives cooperative advertising revenue from various contracts and agreements it has with its travel suppliers. Most of the revenue included within other revenue is derived from packaged vacations in which the Company accounts for these revenues upon fulfillment of the obligation.

**Cash:** The Company maintains substantially all its cash at one financial institution which, at times, may exceed federally insured amounts. The Company has not experienced any losses in such accounts.

**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.

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

**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	10
Computer equipment	3-5
Furniture and fixtures	7

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:** Goodwill represents the excess of the purchase price over the value assigned to identifiable assets acquired and liabilities assumed. The Company amortizes goodwill on a straight-line basis over ten years. Amortization expense amounted to \$158,410, \$158,400 and \$158,400 for the years ended December 31, 2022, 2021 and 2020, respectively.

**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, intangible assets and other long-lived assets:** The Company is required to assess goodwill 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 years ended December 31, 2022, 2021 and 2020.

**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 (IRC). 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.

U.S. GAAP requires management to evaluate tax positions taken by the Company and recognize a tax liability if the Company has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. 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.

**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. Commissions payable of \$15,203,921, \$11,697,499 and \$3,139,406 are included within accounts payable on the accompanying balance sheets as of December 31, 2022, 2021 and 2020, respectively.

**Advertising:** Advertising costs are expensed as incurred. Advertising expense amounted to \$2,533,280, \$1,015,585 and \$955,521 for the years ended December 31, 2022, 2021 and 2020, respectively.

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

**Deferred revenue:** The Company has three primary sources of deferred revenue: commissions related to travel and ancillary services, franchise sales and ancillary services and advertising. Deferred commissions revenue related to travel will be deferred when money is received for any travel date that departs after 75 days from the period. Deferred Franchise fees are deferred until the performance obligations are met. The Company recognizes initial franchisee revenue using two performance obligations, 1) intellectual property; and 2) initial franchise training. The intellectual property performance obligation is recognized ratably as the Company fulfills its contractual obligations required by the franchise agreement over the life of the contract. The life of the contract was determined by a lifing study by franchise type. The training performance obligation is recognized upon fulfillment of the obligations to the franchisee related to the initial training requirements. Deferred revenue from other franchise ancillary fees and advertising are in deferred revenue until services are provided. Deferred revenue as of December 31, 2022, 2021, and 2020 was \$5,309,126 (\$3,508,894 short-term and \$1,800,232 long-term), \$6,071,256 (\$4,731,603 short-term and \$1,339,653 long-term) and \$5,699,192 (\$3,206,515 short-term and \$2,492,677 long-term).

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

**Operating Lease:** The Company has adopted the new standard ASU 2016-02, *Leases (Topic 842)*, effective January 1, 2022 using the modified retrospective method. The Company has one lease for the office space that is disclosed in the Balance sheet as Operating right-of-use ("ROU") assets, and short-term and long-term lease liabilities. The determination if an arrangement is a lease is made at the lease's commencement date. Under ASC 842, a contract is (or contains) a lease if provides the right for the lessee to control the use of the asset for a period in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all the economic benefits from the use of the asset and the right to direct the use of the asset. The Company only performs a reassessment if terms of the contract changes.

ROU assets represent our right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of the lease payments over the lease term. In determining the discount for the lease, Management has decided to use the incremental borrowing rate available at commencement date of the lease to determine the net present value of the lease payments. Lease expense for lease payments is recognized on a straight-line basis over the lease term. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise the option.

**Note 2. Accounts Receivable**

Accounts receivable consisted of the following as of December 31, 2022, 2021 and 2020:

	2022	2021	2020
Commissions receivable	\$ 11,535,633	\$ 9,510,516	\$ 2,616,576
Override receivable	4,941,627	559,437	129,729
Advertising reimbursements	1,056,749	1,429,386	449,343
Other	488,230	416,721	622,305
	<u>18,022,239</u>	<u>11,916,060</u>	<u>3,817,953</u>
Less allowance for doubtful accounts	(1,819,747)	(1,747,781)	(1,356,959)
	<u>\$ 16,202,492</u>	<u>\$ 10,168,279</u>	<u>\$ 2,460,994</u>

**Note 2. Accounts Receivable (Continued)**

Net revenues for the years ended December 31, 2022, 2021 and 2020, include sales to a major customer, who accounts for more than 10% of revenue (excluding Franchise fee and other franchise related revenue), of approximately \$5,254,000, \$1,242,000 and \$1,091,000, respectively. The receivables due from this customer were approximately \$2,565,000, \$1,267,000 and \$294,000 as of December 31, 2022, 2021 and 2020.

**Note 3. Furniture and Equipment**

Furniture and equipment as of December 31, 2022, 2021 and 2020, consisted of the following:

	2022	2021	2020
Internally developed and purchased software	\$ 2,095,352	\$ 1,840,362	\$ 1,604,736
Leasehold improvements	930,348	930,348	930,348
Computer and equipment	658,501	607,971	578,133
Furniture and fixtures	611,861	607,698	601,076
	<u>4,296,062</u>	<u>3,986,379</u>	<u>3,714,293</u>
Less accumulated depreciation	2,941,776	2,398,197	1,818,247
	<u>1,354,286</u>	<u>1,588,182</u>	<u>1,896,046</u>
Software under development	706	55,852	14,067
	<u>\$ 1,354,992</u>	<u>\$ 1,644,034</u>	<u>\$ 1,910,113</u>

Depreciation expense for the years ended December 31, 2022, 2021 and 2020 amounted to \$583,203, \$572,636 and \$689,798, respectively.

**Note 4. Intangible Assets and Goodwill**

Intangible assets and goodwill as of December 31, 2022, 2021 and 2020, and the related amortization expense for the years ended December 31, 2022, 2021 and 2020, are as follows:

	2022	2021	2020
Franchise relationships	\$ 4,137,000	\$ 4,137,000	\$ 4,137,000
Trademarks	1,969,000	1,969,000	1,969,000
Cruise line relationships	687,000	687,000	687,000
Non-compete agreements	216,000	216,000	216,000
	<u>7,009,000</u>	<u>7,009,000</u>	<u>7,009,000</u>
Less accumulated amortization	7,009,000	6,433,146	5,857,266
	<u>\$ -</u>	<u>\$ 575,854</u>	<u>\$ 1,151,734</u>
Goodwill	\$ 2,112,011	\$ 2,112,011	\$ 2,112,011
Less accumulated amortization	2,112,011	1,953,601	1,795,201
	<u>\$ -</u>	<u>\$ 158,410</u>	<u>\$ 316,810</u>
Amortization expense	<u>\$ 734,264</u>	<u>\$ 734,280</u>	<u>\$ 734,280</u>

#### Note 5. Line of Credit

Effective September 19, 2022, the Company renewed the revolving line of credit for an additional three year term for borrowings up to a maximum of \$3,000,000. Borrowings bear interest at Prime Rate minus 1.00% (6.5%, 2.25% and 2.25% as of December 31, 2022, 2021 and 2020). Under the terms of the line of credit agreement, the Company is required to maintain various financial and other covenants. The line of credit is collateralized by substantially all of the assets of the Company. The Company is in compliance with financial covenants for the loan. There were no outstanding borrowings on the line of credit as of December 31, 2022, 2021 and 2020.

#### Note 6. Other Income

On April 22, 2020, the Company entered into a Paycheck Protection Program ("PPP") promissory note for total proceeds of \$1,902,800, with a financial institution in relation to the enacted CARES ACT administered by the U.S. Small Business Administration. In accordance with the requirements of the CARES Act, the Company has used the proceeds of the note for payroll. The loan was forgiven on March 30, 2021.

On February 25, 2021, the Company entered into an additional Paycheck Protection Program ("PPP") promissory note for total proceeds of \$1,736,012. The loan was forgiven on January 24, 2022.

On September 6, 2022, the Company received life insurance proceeds for the total amount of \$6,015,057 in which CP Franchising was the beneficiary on the policies.

#### Note 7. Commitments, Contingencies and Other Matters

**Litigation:** The Company is subject to various legal proceedings and claims, which arise in the ordinary course of its business. Any litigation is vigorously defended by the Company and, in the opinion of management, based on consultation with external legal counsel, any potential outcome of such litigation would not materially affect the Company's financial position or results of operations.

**Lease:** The Company has adopted the new standard ASU 2016-02, *Leases (Topic 842)*, effective January 1, 2022 using the modified retrospective method. Management has determined to have only one operating lease for the corporate office. Lease expense for operating lease is recognized on a straight-line basis over the lease term. Our lease includes a fixed cost for base rent and a variable cost 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 monthly. We excluded the common area maintenance cost from our calculation for the right-of-us asset under ASC 842.

In determining the discount for the lease, Management has decided to use the incremental borrowing rate available at commencement date of the lease to determine the net present value of the lease payments. Our incremental borrowing rate was 4.30% which was estimated based on our line of credit at the commencement date of the lease. Assets and liabilities are recognized at the commencement date based on the present value of remaining lease payments over the lease term using our incremental borrowing rate. The weighted average remaining lease term is 5.92 years and the weighted average discount rate is 4.30%.

	2022	2021	2020
Lease Expense:			
Operating lease Expense	\$ 426,959	\$ 421,841	\$ 421,841
Variable lease Expense	340,791	295,495	292,912
	<u>\$ 767,750</u>	<u>\$ 717,336</u>	<u>\$ 714,753</u>

	2022	2021	2020
Cash Paid for amounts included in the measurement of Lease liabilities:			
Operating cash outflows from operating leases	\$ 415,172	\$ 403,080	\$ 391,340

**Note 7. Commitments, Contingencies and Other Matters (Continued)**

Aggregate future minimum annual rental payments required under the lease agreements as of December 31, 2022, are as follows:

Years ending December 31:	
2023	\$ 391,014
2024	439,358
2025	452,539
2026	466,115
2027	480,098
2028	494,501
Total lease payments	\$ 2,723,625
Less: interest	(331,306)
Present value of lease liabilities	<u>\$ 2,392,319</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 IRC. The Company's contributions vest 20% after one year and are fully vested after five years. During 2022, 2021 and 2020 the Company matched the employee contribution 50% of up to 6%. Due to COVID the Company suspended the 401(k) match on May 1, 2020 to June 4<sup>th</sup>, 2021. The Company recognized contribution expense during the years ended December 31, 2022, 2021 and 2020, of \$121,109, \$63,244 and \$24,851, respectively.

**Note 9. Related Party Transactions**

The Company has an unsecured payable to entities under common ownership of \$0, \$0 and \$26,785 as of December 31, 2022, 2021, and 2020 respectively, that is due on demand with no specific repayment terms. The Company has an unsecured receivable from an entity under common ownership which totaled \$205,715, \$213,033 and \$63,008 as of December 31, 2022, 2021, and 2020 respectively, that is due on demand with no specific repayment terms.

**Note 10. Employee Retention Credit**

ERC (Employee retention credit) provides eligible employers a refundable tax credit against the employer's share of social security taxes. During 2021 the United States government passed additional provisions that extended and expanded the qualified wage caps on these credits through December 31, 2021. The ERC is equal to 70% of qualified wages paid to employees during calendar 2021 for a maximum credit per employee of \$7,000 per quarter. During the year ended December 31, 2021, the Company claimed ERCs of approximately \$1.8 million related to qualified credits from Q1 through Q3 2021. This amount is reported as Other income on our Statement of Operations. The remaining amount of \$1.3 million not received as of December 31, 2022 is expected to be settled and is recorded within other receivable on our consolidated balance sheet.

**Note 11. Subsequent Events**

Management has assessed subsequent events through March 27, 2023, the date on which the financial statements were available to be issued.

**EXHIBIT C**  
**FRANCHISEES**  
**(As of December 31, 2023)**



<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Alford, Rod	Alabaster	Alabama	636-590-6019
Winchester, Clarissa	Alabaster	Alabama	205-873-8621
Henry, Dana	Athens	Alabama	256-777-6362
Berke, Tracy	Birmingham	Alabama	205-907-1700
Dooley, Dafney	Birmingham	Alabama	205-517-7070
Carlson, Shawn	Birmingham	Alabama	205-719-6710
Patel, Mikil	Birmingham	Alabama	205-719-9575
Adams, Lucy	Birmingham	Alabama	205-538-1141
Giffin, Janie	Birmingham	Alabama	205-623-5600
Hyatt, Susan	Birmingham	Alabama	205-434-1326
Chambers, Kris	Bremen	Alabama	256-287-9333
Woods, Rose	Chelsea	Alabama	205-962-3996
Harnage, Kathy	Cullman	Alabama	205-386-3006
Webb, Natasha	Cullman	Alabama	256-980-3389
Davis, Stacy	Decatur	Alabama	256-530-0990
Lee, Jeremy	Dothan	Alabama	334-803-0413
Parsons, Jessica	Fairhope	Alabama	678-576-1618
Klahn, Tammy	Foley	Alabama	507-317-6883
Wilbanks, Kim	Hoover	Alabama	404-252-1008
Phillips, Kristi	Hoover	Alabama	205-566-1469
Williams, Tamara	Huntsville	Alabama	256-603-8012
Carter, William	Huntsville	Alabama	256-690-8676
Banks, Isaiah	Madison	Alabama	678-799-2318
Jordan, Philip	Madison	Alabama	938-900-4043
Krigel, Phil	Madison	Alabama	256-325-1301
Mcfall, Jaime	Madison	Alabama	256-500-6515
Dodson, Timothy	Meridianville	Alabama	305-918-2619
Chavez, Ariel	Mobile	Alabama	251-610-4048
Chappell, Dale	Montgomery	Alabama	334-530-2999
Clemons, Debbie B	Moody	Alabama	256-836-4700
Morese, Vicki	Moulton	Alabama	256-905-5346
Goodwin, Sherry	Muscle Shoals	Alabama	256-648-7316
Sharp, Kristi	Phenix City	Alabama	515-210-9190
Jordan, Teresa	Phenix City	Alabama	334-787-1211
Jones, Verna	Theodore	Alabama	251-293-4992
Hill, Jason	Trussville	Alabama	205-821-7891
Cline, Dawn	Trussville	Alabama	704-909-7739
Schnabel, Bill	Union Grove	Alabama	425-387-0548
Goll, Jamie	Wetumpka	Alabama	334-399-2573
Hackney, Gretchen	Anchorage	Alaska	907-330-7764

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Despain, Mary	Anchorage	Alaska	901-213-7352
Hatcher, Rebeka	Anchorage	Alaska	907-268-1959
Mcknight, Mitchell	North Pole	Alaska	907-888-6364
Powers, Vicki	Anthem	Arizona	480-656-5648
Smith, Cheri	Avondale	Arizona	623-435-4488
Waldrop, John	Avondale	Arizona	602-616-7266
Bowers-Gillispie, Krista	Buckeye	Arizona	602-831-7282
Gautreau, Anne	Buckeye	Arizona	941-993-4184
Carson, Vera	Buckeye	Arizona	480-261-1220
Cooler, Candace	Bullhead City	Arizona	928-542-2395
Dada, Leila	Chandler	Arizona	480-656-6796
Hollomon, Lori	Eloy	Arizona	210-306-4242
Ross, Sharon	Eloy	Arizona	520-660-2570
Macdonald, Debra	Flagstaff	Arizona	928-686-7397
Beach, Leslie	Florence	Arizona	480-516-7593
Mitchell, Sue	Florence	Arizona	480-396-8084
Elsberry, Irene	Gilbert	Arizona	480-939-5200
Morris, Richard	Gilbert	Arizona	602-626-3740
Barnhart, Kayla	Gilbert	Arizona	480-939-5784
Kohl, Lisa	Gilbert	Arizona	480-710-1144
Holbrook, Mark	Gilbert	Arizona	480-999-2600
Darro, Angela	Glendale	Arizona	623-518-3511
Miksovsky, Robert	Glendale	Arizona	623-777-4677
Myers, Chaise	Goodyear	Arizona	480-764-7043
Plonkey, Dawn	Goodyear	Arizona	602-687-7652
Tower, Debbie	Goodyear	Arizona	605-877-3451
Rios, Susana	Goodyear	Arizona	855-698-7285
Hines, Andrea	Lake Havasu City	Arizona	928-889-1350
Ricks, Carol	Mesa	Arizona	480-256-2969
Wentzel Jr, Karl	Mesa	Arizona	480-897-9610
Strong, Lori	Mesa	Arizona	941-662-7955
Gross, Pat	Oro Valley	Arizona	520-303-3007
Watanabe, Matthew	Payson	Arizona	928-445-6712
Russell, Scott	Payson	Arizona	928-951-3420
Keane, Thomas	Peoria	Arizona	623-251-5611
Kleefisch, Anne	Phoenix	Arizona	972-964-3446
Austin, Megan	Phoenix	Arizona	623-250-2256
Vinyard, Andrea	Phoenix	Arizona	480-442-0752
Rose, Kirke	Phoenix	Arizona	602-904-9205
Rodrigues, Dave	Phoenix	Arizona	480-696-7743
Gallaway, Suzanne	Phoenix	Arizona	623-363-3604

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Watson, Tawnya	Phoenix	Arizona	480-868-7232
De Vilbiss, Michael	Phoenix	Arizona	602-583-4557
Klayman, Gary	Pima	Arizona	602-290-8897
Reid, Clay	Prescott	Arizona	928-329-7550
Pierce, Susan	Prescott	Arizona	949-498-0664
Coleman-Meltzer, Randi	Prescott Valley	Arizona	928-515-0022
Watson, Chris	Queen Creek	Arizona	605-920-8682
Woody, Darren	Queen Creek	Arizona	480-570-6886
Moore, Charles	Queen Creek	Arizona	480-790-2822
Jackson, Jim	Queen Creek	Arizona	480-534-7297
Silver, Katherine	Rio Verde	Arizona	602-830-5775
Silman, Christopher	Sahuarita	Arizona	520-404-7787
Hoffman, Cathy	San Tan Valley	Arizona	239-433-0000
Wolfus, Larry	Scottsdale	Arizona	480-809-3799
Creeger, April	Scottsdale	Arizona	602-402-3897
Haugen, Dyan	Scottsdale	Arizona	480-585-9955
Richardson, Hollis	Scottsdale	Arizona	480-447-9977
Schmitt, Marjorie	Scottsdale	Arizona	707-246-9752
Karlin, Rosemary	Scottsdale	Arizona	602-535-0028
Thomas, Amanda	Scottsdale	Arizona	602-692-6669
Wolfe, Rosa	Sierra Vista	Arizona	520-226-1072
Cunkelman, Allen (Wade)	Sun Lakes	Arizona	480-883-1722
Rose, Louis	Surprise	Arizona	480-297-4964
Brahms, Helen	Surprise	Arizona	818-528-8300
Carr, Shawwna	Surprise	Arizona	928-275-3331
Swick, Elizabeth	Tolleson	Arizona	602-613-1102
Monsen, Donna	Tucson	Arizona	520-578-3804
Shafiqullah, Melissa	Tucson	Arizona	520-288-8688
Papreck, Rossana	Tucson	Arizona	520-704-2021
Fritz, Sherri	Tucson	Arizona	520-405-3491
Misciagna, James	Tucson	Arizona	520-730-1962
Wilson, Susan	Tucson	Arizona	520-314-0214
Elmore, Leroy	Wittmann	Arizona	505-401-5699
Wright, Deborah	Bentonville	Arkansas	479-696-2022
Tuberville, Elizabeth	Camden	Arkansas	870-201-9161
Thomas, Mary	Cave Springs	Arkansas	479-844-4043
Kirkbride, Kristopher	Fort Smith	Arkansas	620-687-0110
Record, Claire	Greenwood	Arkansas	361-230-2237
Thomas, Dennis	Hot Springs	Arkansas	501- 984-3184
Cunningham, Patrick	Hot Springs Village	Arkansas	501-204-4805
Gestring, Stacy	Jonesboro	Arkansas	870-351-4557

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Dean, Natalie	Little Rock	Arkansas	501-944-6899
Brewer, Kelly	Lowell	Arkansas	479-790-1222
Garcia, Charlene	North Little Rock	Arkansas	407-986-4484
Fudge, Jeff	Quitman	Arkansas	501-589-2249
Ebey, Jason E.	Rogers	Arkansas	318-317-1177
Erwin, Helen	Rogers	Arkansas	479-399-7912
Wood, Mary	Rogers	Arkansas	479-254-8472
Johnson, Sean	Sherwood	Arkansas	501-838-8747
Jackson, Terry	Springdale	Arkansas	479-419-9696
Boyce, Dexter	Washington	Arkansas	870-200-1469
Mccready, Mark	Aliso Viejo	California	949-662-3650
Holguin, Davina	Altadena	California	626-205-3804
Hendrix, Danielle	Apple Valley	California	760-780-8392
Peters, Melinda	Azusa	California	626-815-5909
Mcmurren, Lindsey	Bakersfield	California	661-344-1015
Doherty, Tai	Beaumont	California	925-964-6132
Forsberg, Paula	Bridgeport	California	760-932-1033
Yee, James	Burbank	California	818-979-9166
Murphy, Scott	Calabasas	California	805-946-0240
Shambaugh, Gloria	Calimesa	California	909-748-5288
Benter, Ginger	Canyon Lake	California	949-207-3344
Miller, Bonnie	Carmichael	California	916-402-1832
Goodlin, Don	Cathedral City	California	760-459-2321
Martin Radtke, Melita	Cathedral City	California	760-565-3898
Schweitzer, Nickie	Chatsworth	California	818-350-3447
Fedail, Frank	Chino	California	909-696-6141
Cruz, Brian	Chula Vista	California	619-373-8030
Teruel, Cynthia	Chula Vista	California	619-371-3900
Schultz, Larissa	Chula Vista	California	562-665-1904
Burns, Roxana	Chula Vista	California	619-869-8697
Ferman, Veronica	Chula Vista	California	619-565-4962
Algas, Jessica	Clayton	California	925-285-2117
Williams, Sherri	Clovis	California	559-515-6569
Smith, Teri	Coronado	California	619-762-1864
Stanton, Dean	Costa Mesa	California	714-656-2888
Sandoval, Melissa	Coto De Caza	California	949-289-4115
Royston, Michelle	Culver City	California	424-541-9000
Figuroa, Jerry	Cupertino	California	408-823-3807
Yu, Charlie	Danville	California	925-954-6888
Entwisle, Jessica	Danville	California	925-286-0811
Dacanay, Shirley	Danville	California	925-553-4800

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Dacosta, Ge	Danville	California	925-999-5661
Sellers, Todd	Desert Hot Springs	California	760-600-5118
Reyes, Merlita	Diamond Bar	California	909-618-6718
Bellinghausen, Kimberly	Discovery Bay	California	925-400-6552
Rodrick, Alison	Dixon	California	707-685-8080
Gamber, Paul	Duarte	California	626-873-8050
Brennen, Amanda	Eastvale	California	888-762-9112
Castaneda, Georgina	El Centro	California	760-996-8594
Bryant, Trina	Elk Grove	California	916-525-0552
Mecaro, Antoinette	Escondido	California	760-294-8551
Reece, Becky	Eureka	California	707-407-3808
Singh, Rekha	Fairfield	California	925-334-7885
Fermi, Steven	Fairfield	California	707-365-1888
Kortlever, Russell	Fallbrook	California	760-468-5902
Lichtman, Gloryvette	Folsom	California	916-985-2900
Nichols, Jeanette	Fontana	California	909-317-4089
Todd, Stacey	Foothill Ranch	California	949-353-7472
Aumaier, Susan	Fountain Valley	California	714-987-1434
Strough, Dale	Fremont	California	5303178679
Leddicotte, George	Fresno	California	559-354-0429
Peng, Tammy	Fullerton	California	714-656-5434
Fasheh, Suzan	Glendale	California	818-210-3400
Buttry, Nathan	Glendora	California	626-227-3176
Nicoloudis, Nick	Gold River	California	916-638-7429
Gibson, Nicola	Guerneville	California	707-666-1314
Sterman, Ann	Healdsburg	California	707-431-1370
Wallace, Eva	Hemet	California	951-484-3188
Siasoco, Louella	Hercules	California	510-230-3340
Cortado, Rolando	Hercules	California	510-948-8797
Axelrod, Peter	Huntington Beach	California	949-537-4387
Solomon, Stephanie	Huntington Beach	California	949-506-7430
Derkas, Tom	Huntington Beach	California	714-922-8668
Gray, Lisa	Indio	California	760-342-8551
Ingle, Mellanie	Indio	California	714-585-2797
De Paul, Paul	Irvine	California	949-715-7600
Wang, Megan	La Crescenta	California	818-369-9053
Solis, Diego	La Mesa	California	619-797-6678
Farrell, Leslie	La Mesa	California	619-388-9521
Kubisak, Debra	Laguna Beach	California	949-494-0100
Lowry, Susan	Laguna Hills	California	949-768-5200
Shaughnessey, Kerry	Laguna Hills	California	949-212-6487

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Swift, Caroline	Laguna Niguel	California	949-363-0430
Wick, Annette	Lancaster	California	661-771-9425
Figueroa, Eduardo	Lancaster	California	760-625-3678
Jackson, Kimyata	Lancaster	California	818-510-6516
Joseph, Christopher	Lathrop	California	510-474-9927
Patel, Chirag	Livermore	California	510-371-9124
Guevara, Jenny	Livermore	California	925-724-0200
Starcher, Alpha	Long Beach	California	202-250-3634
Mcconnehea, Elisa	Long Beach	California	562-225-7623
Finn, Lisa	Long Beach	California	562-548-0341
Arunachalam, Nandini	Los Altos	California	408-712-2053
Bullied, Jeffrey	Los Angeles	California	307-221-1923
Lasseter, Kelly	Los Angeles	California	323-356-2335
Torres, Sarah	Los Angeles	California	323-934-3869
Lanaro, Irma	Los Angeles	California	909-241-9080
Calvert, Greg	Los Gatos	California	669-221-3737
Franko, Melanie	Manhattan Beach	California	310-546-0077
Scott, Richard	Manteca	California	209-888-0646
Isaac, Ellonora	Menifee	California	951-404-7733
Young, Lashandrea	Menifee	California	951-888-3027
Armstrong, Jennifer	Moorpark	California	805-905-1469
Chang, Sungchian	Morgan Hill	California	408-827-1041
Paterson, Myrtle	Mountain View	California	650-336-8427
Roozee, William	Murrieta	California	626-644-6411
Challgren, Thor	Newbury Park	California	805-499-8784
Howe, Janet	Newhall	California	661-655-4111
Moskow, Eileen	Newport Beach	California	949-444-3527
Bennani, Rita	Newport Coast	California	949-519-0050
Conn, Sonja	Newport Coast	California	949-933-0911
Cantoria, Robert C	Norco	California	909-569-2270
Crossland, John	Oakland	California	925-393-8108
Grande, Maria	Oakley	California	925-420-3867
Cereola, Joseph	Oceanside	California	760-699-0118
Oliver, Dan	Oceanside	California	760-493-3443
Melanphy, Sheila	Oceanside	California	619-202-4824
Gellor, Edwin	Ontario	California	909-395-8801
Wilson, Debbie	Orange	California	657-438-6886
Pooler, Karen	Orange	California	714-659-5120
Bitzer, Patrick	Orange	California	714-245-0400
Han, Jason	Orange	California	714-389-4013
Burmeister, J. Douglas	Palm Springs	California	760-408-4003

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Jenkins, Sherry	Palmdale	California	818-334-8157
Hebert, Christopher	Pasadena	California	626-381-9189
Meyer, Charles	Petaluma	California	707-775-5451
Giri, Ram	Pinole	California	510-334-2131
Bedoni, Joseph	Pioneer	California	760-835-2505
Critzer, Brenda	Pismo Beach	California	805-556-7003
Constantino, Marphil	Pittsburg	California	925-526-5537
Dwyer, Sharon	Pleasanton	California	925-200-0801
Cudmore, Edward	Rancho Cordova	California	916-215-6667
Cleveland, Ella	Rancho Cucamonga	California	323-285-1151
Heagle, Richard	Rancho Mirage	California	949-466-9365
Fields, James	Reseda	California	818-600-4423
Johnson, Amanda	Riverside	California	951-344-9575
Almgren, Jeffrey	Riverside	California	951-836-1303
Person, Keith	Riverside	California	951-468-0601
Johnson, Mark	Rocklin	California	916-790-5301
Okazaki, Terri	Rocklin	California	916-960-6661
Bartolome, Arlene	Rodeo	California	510-799-1283
Caron, Carrie	Roseville	California	408-513-4486
Smith, Deborah	Roseville	California	916-836-3024
Wang, Jane	Rowland Heights	California	626-986-4533
Drouin, Hunt	Sacramento	California	916-761-0026
Ragland, Jacie	Sacramento	California	916-752-9299
Waldorf, Katherine	Sacramento	California	916-399-3104
Leo, Charles	Sacramento	California	916-418-4450
Nolasco, Estela	San Bruno	California	650-867-1422
Campos, Brenda	San Carlos	California	650-486-1964
Cuthbert, George	San Clemente	California	949-238-7807
Thakkar, Atul	San Diego	California	619-780-8323
Cortez, Daneila	San Diego	California	619-227-5713
Fowlie, Dave	San Diego	California	619-339-1798
Myer, Julianna	San Diego	California	619-703-9139
Wigdel, James	San Diego	California	619-450-3609
Mcquade, Justine	San Diego	California	858-800-3699
Ma, Kathy	San Diego	California	858-571-3560
Stewart, Bradford	San Diego	California	619-888-9930
Bernstein, Linda	San Diego	California	858-673-0802
Martindale, Adam	San Diego	California	619-879-3601
Sassi, Ralph	San Diego	California	858-353-6000
Okazaki, Suzanne	San Diego	California	619-517-9910
Rutan, Susan	San Diego	California	858-361-4436

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Orlowski, Timothy	San Diego	California	619-889-7784
Redd, Ervin	San Diego	California	858-215-0050
Redwood Travel Partners	San Francisco	California	415-231-7411
Che, William	San Francisco	California	415-448-7316
Dolatre, Edna	San Jose	California	510-363-2262
Major, Noelle	San Jose	California	408-831-1123
Livian, Shannon	San Jose	California	408-622-0422
Lola, Susan	San Jose	California	408-966-8633
Graham, Julieann	San Leandro	California	925-829-7245
Kaye-Eddie, Emily	San Marcos	California	760-809-4866
Moore, Melody	San Pablo	California	510-298-8247
Kostka, Michelle	San Pedro	California	310-548-0608
Faal, Polene	San Pedro	California	424-262-6361
Mcdonald, Lori	San Ramon	California	925-786-0201
Baptiste, Debora	San Ysidro	California	619-769-3132
Myers, Elizabeth	Santa Ana	California	949-251-0276
Slifirski, Elizabeth	Santa Barbara	California	201-230-9428
Stewart, Rachel	Santa Clara	California	408-659-2044
Baltar, Wilma	Santa Clara	California	408-520-4396
Edmunds, Brenda	Santa Clarita	California	661-259-2300
Sugathadasa, Sharmila	Santa Clarita	California	818-538-5050
Resos, Dianne	Santa Clarita	California	661-438-5221
Froemming, Kate	Santa Clarita	California	661-666-0421
Razon, Robert	Santa Clarita	California	818-600-1377
Jardine, Theresa	Santa Clarita	California	925-331-8447
Adams, Chuck	Santa Cruz	California	831-475-5131
Gaynor, Lisa	Santa Monica	California	310-452-5325
Hohil, Stephan	Santa Monica	California	424-353-7321
Shuping, Carol	Santa Rosa	California	707-800-3214
Wright, Thomas	Santee	California	619-465-6091
Alben, Christina	Stevenson Ranch	California	661-310-4323
Quick, Helene	Stevenson Ranch	California	818-272-8598
French, Larry	Stockton	California	209-910-9174
Westendorff, Carlos	Sun Valley	California	805-791-3711
Ghazarian, Juliette	Sunland	California	818-940-4357
Wang, Jean	Sunnyvale	California	408-568-8802
Caldeira, Lois	Sunnyvale	California	408-480-6922
Ullal, Satish	Sunnyvale	California	650-669-7083
Panesar, Ritu	Sunnyvale	California	408-663-0955
Alstrup, Danelle	Temecula	California	951-699-8821
Jones, Jeannine	Temescal Valley	California	562-650-8803



<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Heinonen, Harry	Torrance	California	424-475-0080
Tisherman, Natalie	Torrance	California	310-697-9305
Tiskos, Chad	Valencia	California	661-388-9849
Asercion, Matthew	Van Nuys	California	818-624-9718
Koger, Deanna	Ventura	California	805-673-1890
Hunt, Timi	Ventura	California	805-836-5583
Procter, Gerald	Victorville	California	760-221-7472
Miller, Maryjean	Victorville	California	760-995-3866
Wilkins, Ken	Visalia	California	805-709-4396
Lavender, Jeffrey	Vista	California	310-774-7611
Mcgrath, Carol	Watsonville	California	831-539-8399
Blackstone, Jeanne	West Hills	California	818-588-5553
Fuentes, Eric	West Hollywood	California	213-700-0218
Evans, Stephen	Winchester	California	951-223-3921
Price, Klaus	Woodland Hills	California	818-936-2200
Huntley, Jana	Woodland Hills	California	310-916-6130
Fritz, Stephanie	Arvada	Colorado	720-295-2959
Miller, James	Arvada	Colorado	720-463-3231
Henningsen, Patrice	Arvada	Colorado	720-445-1049
Schultz, Samantha	Arvada	Colorado	980-999-0414
Cohan, Ana	Aurora	Colorado	720-975-8310
Truong, Jason	Aurora	Colorado	714-868-7788
O'Neill, Josie	Aurora	Colorado	303-400-6653
Jahner, Lori	Aurora	Colorado	720-207-9490
Schoenberger, Teresa	Aurora	Colorado	970-343-4030
Cole, Stephanie	Bailey	Colorado	303-918-4490
Bruner, Bill	Bailey	Colorado	720-463-1023
Hammond, Denise	Brighton	Colorado	303-659-5599
Grimes, Micah	Brighton	Colorado	720-205-9815
Paulson, Diana	Calhan	Colorado	719-331-9234
Goluskin, Maria	Castle Pines	Colorado	303-601-8583
Boman, Becky	Castle Rock	Colorado	720-572-4600
Moore, Emma	Castle Rock	Colorado	770-378-1207
Ranger, Brianna	Castle Rock	Colorado	720-333-6636
Burton, Tina	Centennial	Colorado	720-940-9781
Torres-Wisotzke, Myra	Centennial	Colorado	720-979-4410
Musita, Andrew	Centennial	Colorado	720-591-8431
Christman, Bill	Colorado Springs	Colorado	719-445-8698
Esterle, Christina	Colorado Springs	Colorado	719-344-2823
Collins, Timothy	Colorado Springs	Colorado	719-265-4672
Van Note, Andrea	Colorado Springs	Colorado	732-996-9820

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Hughart, Jeremy	Colorado Springs	Colorado	719-453-2430
Weston, Kameron	Colorado Springs	Colorado	719-309-2323
Healy, Suzanne	Colorado Springs	Colorado	719-726-3942
Daigle, Sherrie	Colorado Springs	Colorado	907-575-3705
Reid, Steven	Colorado Springs	Colorado	434-242-7458
Goertz, Jennifer	Commerce City	Colorado	303-521-1751
Wernz, Lea Anne	Cripple Creek	Colorado	719-419-5550
Nesbit, Brian	Davidson	Colorado	678-883-0421
Steverson, Anna-Maria	Denver	Colorado	303-835-7105
Chandler, Derek	Denver	Colorado	303-386-3099
Henderson, Don	Denver	Colorado	303-994-5105
Parvin, Brett	Denver	Colorado	303-809-9111
Austin, Steven	Denver	Colorado	720-722-6898
Lorenz, Iveria	Denver	Colorado	907-351-3060
Dillard, Dean	Eaton	Colorado	970-454-2226
Sudduth, Ken	Eaton	Colorado	970-301-1201
Brandt, Nancy	Elizabeth	Colorado	720-388-4471
Wright, Linda	Erie	Colorado	424-262-0330
Owens, Helena	Erie	Colorado	303-801-9992
Kumro, Cassondra	Fruita	Colorado	970-587-3611
Matson, Tammy	Ft Collins	Colorado	970-407-8134
Sakata-Schultze, Janice	Golden	Colorado	303-209-3028
Donahue, Shelly	Grand Junction	Colorado	303-697-5646
Trent, Thomas	Greenwood Village	Colorado	720-572-8214
Bacani, Jennifer	Gunnison	Colorado	970-964-3233
Gallegos, Rachel	Highland Ranch	Colorado	720-772-6768
Battles, Laura	Highlands Ranch	Colorado	303-872-8431
St. George, Lynnette	Highlands Ranch	Colorado	720-794-5553
Lazo, Jeffrey	Highlands Ranch	Colorado	808-491-8615
Gonzalez, Teresa	Highlands Ranch	Colorado	303-484-1323
Johnson, Clifford	Johnstown	Colorado	970-578-9779
Minnella, Heather Violet	Lakewood	Colorado	720-515-7253
Meeter, Carole	Laporte	Colorado	970-732-0801
Godown, Jeffrey	Larkspur	Colorado	303-325-3567
Carpenito, Candi	Littleton	Colorado	720-399-1718
Francavilla, David	Littleton	Colorado	720-999-5216
Sullivan Mohr, Katherine	Littleton	Colorado	720-722-0462
Deslauriers, Sandra	Littleton	Colorado	720-520-6293
Banbury, Bowen	Littleton	Colorado	720-767-8000
Pratt, Coral	Parker	Colorado	719-302-3939
Cardona, Erin	Parker	Colorado	860-729-1817

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Wilt, Kimberly	Parker	Colorado	720-446-8353
Keller, Benjamin	Thornton	Colorado	720-524-6836
Kaufman, Barbara	Wiggins	Colorado	970-483-7277
Dedad, Virginia	Beacon Falls	Connecticut	203-402-0632
Kriwitsky, Amy	Bristol	Connecticut	860-519-0860
Whittemore, Lorraine	Danielson	Connecticut	860-230-1506
Bafumo, Christina	East Granby	Connecticut	860-573-3199
Gerard, Claudia	Easton	Connecticut	203-722-3900
Gould, Laura	Enfield	Connecticut	860-880-7123
Simmons, Samuel	Kensington	Connecticut	860-670-9610
Petrowsky, Jill	Manchester	Connecticut	860-808-7484
Gupta, Subhash	Meriden	Connecticut	203-886-9460
Anthonypillai, Jesuraj	New Britain	Connecticut	914-451-8430
Madigan, Richard	Norwalk	Connecticut	203-347-3197
Bokoff, Marc	Norwich	Connecticut	844-768-2799
Honore, Peggy	Ridgefield	Connecticut	203-403-4053
Gillespie, Matthew	Stamford	Connecticut	203-433-2436
Krieger-Slen, Miriam	Tolland	Connecticut	860-776-0189
Georges, Carmen	Waterbury	Connecticut	203-998-8138
Bennett, Lashaya	Waterbury	Connecticut	860-357-8628
Weisberg, Jill	Waterford	Connecticut	860-808-4758
Dehaas, Fay	West Hartford	Connecticut	860-206-8244
Martin, Lisa	West Hartford	Connecticut	860-929-0708
Chu, Shumei	West Simsbury	Connecticut	860-808-6675
Marsh, Leslie	Woodbridge	Connecticut	203-387-7245
Martin, Marquis	Claymont	Delaware	267-966-5131
Stern, Linda	Felton	Delaware	732-547-1509
Husbands, Cindy	Lewes	Delaware	302-381-9249
Macfie, Barbara	Lewes	Delaware	302-858-1996
Austin, Susan	Milford	Delaware	302-725-5442
Maupai, Nancy	Millville	Delaware	732-829-0071
Lowry, Lisa	Newark	Delaware	302-985-6403
Casagrande, Ester	Newark	Delaware	302-444-0232
Gockley, Todd	Newark	Delaware	302-510-2583
Thompson, Terri	Selbyville	Delaware	410-935-3011
Alexander, Tryphaena	Wilmington	Delaware	302-295-2154
Young Greven, Rebecca	Bolling Afb	District of Columbia	813-943-9092
Lilyea, Joann	Washington	District of Columbia	202-730-3877
Aponte, Luis	Washington	District of Columbia	202-439-5023
Higgins Iii, William	Washington	District of Columbia	202-280-2054
Geery, Michelle	Altamonte Springs	Florida	407-349-8400

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Tyo, Lesia	Apollo Beach	Florida	813-938-1673
Beckford, Renee	Apollo Beach	Florida	813-489-4113
Miller, Cindi	Apollo Beach	Florida	813-644-2113
Faison, Shana	Apollo Beach	Florida	813-489-0803
Heeke, Jodi	Apopka	Florida	352-508-1313
Watkins, Kimberly	Atlantic Beach	Florida	904-233-7791
Rategan, Jacqueline	Ave Maria	Florida	239-986-1643
Singer Blumberg, Andrea	Aventura	Florida	305-517-3200
Mizell-Missoudan, Beverly	Aventura	Florida	305-615-1800
Schatzberg, Jean	Aventura	Florida	786-347-1600
Koodallur, Suma	Aventura	Florida	856-776-6774
Ross, Carol	Aventura	Florida	305-438-6064
Carroll, Elizabeth	Bartow	Florida	863-657-8111
Guerra, Marleny	Bartow	Florida	954-369-4549
Sandoval, Carlos	Boca Raton	Florida	561-419-6406
Kryczynski, Karl	Boca Raton	Florida	561-955-0071
Sherin, Robin	Boca Raton	Florida	561-208-5201
Dedomenico, Angela	Boca Raton	Florida	561-893-9605
Rich, Eleanore	Boca Raton	Florida	954-675-8711
Mirra, David	Boca Raton	Florida	347-535-2810
Witt, Diane	Boca Raton	Florida	516-809-7279
Siegel, Doris	Boca Raton	Florida	561-750-2253
Lackstein, Neil	Boca Raton	Florida	561-877-8503
Appell, Lawrence	Boca Raton	Florida	941-677-8840
Diperna, Nico	Boca Raton	Florida	954-461-6705
Cramer, Randy	Boca Raton	Florida	561-843-7177
Moore, Tanya	Boca Raton	Florida	972-865-7738
Beck, Nelly	Boca Raton	Florida	718-575-0017
Mason, Ray	Boca Raton	Florida	561-391-8601
Calderon, Rose	Boca Raton	Florida	561-715-6099
Coggins, Sheryl	Boca Raton	Florida	561-344-5662
Zeledon, Joaquin	Boca Raton	Florida	561-807-7466
Conner, Darcy	Bokeelia	Florida	954-530-2494
Chaitin, Michael	Boynton Beach	Florida	561-915-3334
Stieff, Richard	Boynton Beach	Florida	561-903-7984
Zweig, Bob	Boynton Beach	Florida	954-438-0080
Cohen, Carol	Boynton Beach	Florida	561-706-8737
Pacheco, Janet	Boynton Beach	Florida	305-731-2404
Curran, Kathy	Boynton Beach	Florida	561-806-5101
Lefkof, Keith	Boynton Beach	Florida	561-327-4494
Podradchik, Paula	Boynton Beach	Florida	561-498-5461

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Mcnaair, Ronnie	Boynton Beach	Florida	561-504-8372
Borron, Lee	Boynton Beach	Florida	561-900-5926
Conway, Anna	Bradenton	Florida	941-870-0691
Guerin, Lori	Bradenton	Florida	941-778-9141
Schmidt, Brian	Bradenton	Florida	941-242-1030
Mccaffrey, Charles	Bradenton	Florida	941-493-5020
Pohl, Kathleen	Brandon	Florida	813-767-0094
Hoskins, Melissa	Brooksville	Florida	727-338-3253
Ruck, Rosann	Brooksville	Florida	352-247-0580
Edwards, Tanika	Cantonment	Florida	850-679-3023
Ludwig, David	Cape Canaveral	Florida	610-310-2527
Gustafson, James	Cape Coral	Florida	941-218-0527
Burton, Gerald	Cape Coral	Florida	239-699-3181
Lothen, Lynda	Cape Coral	Florida	239-558-5190
Maurillo, Patricia	Cape Coral	Florida	239-462-7772
Peterson, Pete	Cape Coral	Florida	703-999-9299
Garcia, Eric	Casselberry	Florida	(407)574-8368
Mickna, Linda	Clearwater	Florida	727-475-9151
Rennard, Don	Clearwater	Florida	727-265-3371
Keane, Deborah	Clearwater	Florida	727-286-2355
Carew, Kimberly	Clearwater	Florida	727-515-7876
Thomas, Staci	Clearwater	Florida	727-488-3812
Tucker, Veronica	Clearwater	Florida	727-478-2954
Salzberg, Steven	Clearwater Beach	Florida	727-266-2740
Sanchez, Felix	Clermont	Florida	352-936-8888
Rhodes, Carla	Clermont	Florida	407-202-9843
Coffel, Bonnie	Clermont	Florida	407-409-4007
Espada, Sasha	Clermont	Florida	407-614-8574
Johnston, Robert	Cocoa	Florida	317-201-3997
Tiffany, Nicole	Cocoa Beach	Florida	321-333-5505
Cognetti, Abby Renee	Cocoa Beach	Florida	813-283-8800
Knight, Linda	Cocoa Beach	Florida	407-493-8860
Guptill, Walter	Cocoa Beach	Florida	954-449-6096
Swartz, John	Coconut Creek	Florida	954-532-8385
Sivek, Alan	Coconut Creek	Florida	954-292-3450
Davison, Jamie	Coconut Creek	Florida	954-724-7383
Hantman, Neil	Coconut Creek	Florida	954-420-9133
Shabsels, Len	Cooper City	Florida	954-391-7535
Gomez, Stephanie	Cooper City	Florida	954-399-7565
Lopez, Erica	Coral Gables	Florida	786-409-4470
Bailey, Camille	Coral Gables	Florida	305-915-3353

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Jones, Jenny	Coral Gables	Florida	786-452-9160
Lobracco, Patricia	Coral Springs	Florida	954-283-9213
Baez, Sonia	Coral Springs	Florida	561-918-0018
Stevens, Lisa	Coral Springs	Florida	954-798-5301
Mayerhofer, Myles	Coral Springs	Florida	954-347-1477
Reed, Denise	Coral Springs	Florida	954-955-7705
Kessler, Andrea	Coral Springs	Florida	954-715-7155
Popick, Andy	Coral Springs	Florida	954-227-2844
Torres, Dilsia	Coral Springs	Florida	754-227-1958
Abad, Helena	Coral Springs	Florida	954-255-1021
Loonam, Melissa	Coral Springs	Florida	954-324-3440
Buchner, Sara	Coral Springs	Florida	954-346-6777
Taylor, Valerie	Coral Springs	Florida	954-756-5484
Link, Marylu	Dania Beach	Florida	954-444-2043
Magee, Dianna	Davenport	Florida	407-408-2139
Rodriguez, Linda	Davenport	Florida	781-502-2322
Pena, Nick	Davenport	Florida	786-534-7699
Holt, Luiz	Davenport	Florida	863-438-2425
Urquidi, Jennifer	Davie	Florida	786-490-7968
De La Horra, Laura	Davie	Florida	786-554-1258
Richards, Cyndi	Davie	Florida	954-765-9850
Azanza, Maria Cedeno	Davie	Florida	954-997-0997
Rajaratnam, Jessica	Daytona Beach	Florida	510-350-7951
Burroughs, Bibi	Daytona Beach	Florida	954-665-1320
Galkin, Candice	Daytona Beach	Florida	281-685-7325
Ford, Gina	Daytona Beach	Florida	954-464-3935
Thiry, Vivian	Daytona Beach	Florida	386-795-9132
Wilder, Joel	Daytona Beach	Florida	386-774-5740
Petty, Donna	Debary	Florida	386-668-9562
Berry, Robert	Debary	Florida	407-864-1700
Arzon, Carmen	Deland	Florida	386-848-5008
Camous, Rosario	Deland	Florida	719-439-7524
Caldwell, Teresa	Deland	Florida	386-624-4425
Dimaio, Amy	Delray Beach	Florida	561-960-9800
Van Geijn, Maria	Delray Beach	Florida	561-560-2235
Sesto, Maria	Delray Beach	Florida	561-789-1316
Jacobson, Barbara	Delray Beach	Florida	561 278 3311
Gaines, Elisse	Delray Beach	Florida	813-302-1922
Yono, Najla	Delray Beach	Florida	561-362-7770
Freeman, Kimberly	Delray Beach	Florida	214-534-7378
Korn, Lynn	Delray Beach	Florida	561-819-0680

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Hodes, Richard	Delray Beach	Florida	561-637-4300
Paris, Araceli	Delray Beach	Florida	561-563-8636
Santiago, Emma	Deltona	Florida	386-785-3576
Beyer, Julie	Destin	Florida	704-587-3311
Hernandez, Rosa Elena	Doral	Florida	954-399-3669
Tesone, Rafael	Doral	Florida	786-899-0997
Bravo, Pedro	Doral	Florida	786-792-1109
Miller, Dianna	Dunnellon	Florida	352-322-1820
Hoffman, Matthew	East Palatka	Florida	386-530-2773
Verschueren, Ted	Edgewater	Florida	951-491-9752
Giglio, Jeffrey	Englewood	Florida	941-662-0630
Fulton, Kimberly	Estero	Florida	239-366-7496
Ackler, Valerie	Eustis	Florida	407-964-1234
Sanchez, Tracy	Eustis	Florida	352-805-5860
Brown, Huclit	Fern Park	Florida	407-718-5342
Matthews, Amy	Fernandina Beach	Florida	904-583-2153
Grady, Peter	Fort Lauderdale	Florida	954-900-9962
Hollembach, Tom	Fort Lauderdale	Florida	754-223-2468
Fowler, James	Fort Lauderdale	Florida	954-654-7170
Cury, Ana Paula	Fort Lauderdale	Florida	954-237-1717
Boozer, Carlos	Fort Lauderdale	Florida	754-266-0736
Wozniak, Diane	Fort Lauderdale	Florida	954-249-4285
Valenti, Nicole	Fort Lauderdale	Florida	954-500-8222
Lavine, Sheryl	Fort Lauderdale	Florida	954-734-0385
Cherskov, Richard	Fort Lauderdale	Florida	954-324-7564
Ferruccio, Victoria	Fort Lauderdale	Florida	786-835-2388
Fee, Sean	Fort Lauderdale	Florida	954-302-2000
Osinski, Julie	Fort Lauderdale	Florida	305-282-3498
Vosdoganes, Andrea	Fort Lauderdale	Florida	954-860-8377
Muckle, Daryck	Fort Myers	Florida	239-837-8376
Correia, Paul	Fort Myers	Florida	508-403-8044
Mcmillan, Brian	Fort Myers	Florida	239-826-0460
Burkett, Sheila	Fort Myers	Florida	630-373-0936
Johnson, Lynnita	Fort Pierce	Florida	772-971-9199
Matulonis, Carol	Fort Pierce	Florida	772-461-2800
Baber, Teresa	Fort Pierce	Florida	973-626-8729
Padgett, Amy	Fruitland Park	Florida	352-435-7567
Nathan, Kelley	Ft Lauderdale	Florida	954-900-8845
Muter, Marilyn	Ft Lauderdale	Florida	954-351-7070
Stotsky, Joanne	Ft Lauderdale	Florida	954-557-8108
Sawyer, Kimberly	Ft Lauderdale	Florida	954-289-4584

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Haas, Betty	Ft Myers	Florida	914-456-5207
Erwin, Christine	Ft. Lauderdale	Florida	954-533-5333
Legrow, Therese	Gainesville	Florida	352-226-7656
Sphar, Darla	Gainesville	Florida	352-514-2512
Maniram-Bissoon, Merlynda	Greenacres	Florida	561-506-3366
Ashford, Lila	Greenacres	Florida	954-641-8589
Moyer, Michael	Greenacres	Florida	410-441-0644
Sides, Benjamin	Gulf Breeze	Florida	850-262-8525
Davis, Theresa	Gulfport	Florida	813-501-7335
Harris, Allison	Hallandale	Florida	480-582-1452
Fuller, Andrea	Hallandale	Florida	305-202-2250
Paulat, Mary Anne	Hallandale Beach	Florida	724-882-9934
Veliz, Belkis	Hallandale Beach	Florida	305-827-0406
Pence, Brenda	Hastings	Florida	904-417-0176
Fisk, Mark	Hialeah	Florida	786-333-7171
Feria, Arianne	Hialeah	Florida	786-294-0155
Ryder, Martin	Hillsboro Beach	Florida	954-790-8800
Chajet, Nancy	Hillsboro Beach	Florida	703-408-3300
Sherman, Amy	Hobe Sound	Florida	772-288-3929
Morgenthaler, John	Hobe Sound	Florida	772-777-1448
Fisher, Michael	Holly Hill	Florida	901-355-0691
Santiago, Michelle	Holly Hill	Florida	678-977-9233
Pellecer, Gloria	Hollywood	Florida	954-344-8060
Maguire, Claire	Hollywood	Florida	570-209-7191
Senderoff, Dr. Gari	Hollywood	Florida	954-367-7450
Woog, Nathalie	Hollywood	Florida	954-691-0580
Paudel, Ramesh	Hollywood	Florida	980-272-8335
Orange, Stacey	Hollywood	Florida	954-417-8818
Hunt, Laura	Holt	Florida	850-776-8255
Ginebra, Barbara	Homestead	Florida	786-504-3078
Rodriguez, Lyla	Homestead	Florida	786-227-3747
Fowler, Michele	Homosassa	Florida	352-350-1595
Durand Schnackel, Miki	Hudson	Florida	727-856-9100
Haley, Jacqueline	Hudson	Florida	704-886-6668
Devine, Deborah	Hypoluxo	Florida	973-983-7647
Miller, Patricia Fee	Indian Harbour Beach	Florida	321-773-3346
Campbell, Andrea	Indian Shores	Florida	813-949-1000
Rieser, Lori	Inverness	Florida	352-419-7863
Miller, Lydia	Jacksonville	Florida	904-415-5726
Miller, Angela	Jacksonville	Florida	850-992-2605
Rodgers, Francisco	Jacksonville	Florida	954-344-8060



PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Pugh, Hinda	Jacksonville	Florida	904-570-9507
Davis, Careta	Jacksonville	Florida	904-410-0636
Dale, Stephanie	Jacksonville	Florida	904-372-0429
Robinson, Cecilia	Jacksonville	Florida	904-697-7499
Foley, Corinne	Jacksonville	Florida	904-501-8968
Magnus, Cindy	Jacksonville	Florida	904-806-2067
Williams, Danette	Jacksonville	Florida	904-933-1899
Keel, Sandra	Jacksonville	Florida	904-374-1896
Piacentino, Janice	Jacksonville	Florida	904-383-8484
Vansant, Kenneth	Jacksonville	Florida	904-349-1396
Norris, Jeff	Jacksonville	Florida	904-687-0555
Osgood, Lori	Jacksonville	Florida	904-482-3996
West, Priscilla	Jacksonville	Florida	904-361-8475
Lucero, Samantha	Jacksonville	Florida	904-655-1606
Salameh, Sari	Jacksonville	Florida	904-404-1000
Amatangelo, John	Jacksonville	Florida	904-503-1836
O'Hara, Thomas	Jacksonville	Florida	904-880-2724
Dreher, Tracy	Jacksonville	Florida	904-563-6220
Suresh, Vara	Jacksonville	Florida	904-874-2288
Burian, Kimberly	Jacksonville Beach	Florida	904-947-8785(TRVL)
Blankenship, Frances	Jensen Beach	Florida	954-530-0025
Burr, Elizabeth	Jupiter	Florida	561-385-3895
Tarajano, Jose	Key Biscayne	Florida	305-361-8581
Vega, Victor	Key Biscayne	Florida	305-361-6880
Bourne, Maria	Key Largo	Florida	305-205-3865
Doornbos, Barbara	Kissimmee	Florida	407-781-5300
Palmer, Ishmael	Kissimmee	Florida	727-314-5054
Mcdonnell, Jackie	Kissimmee	Florida	407-870-2789
Fletcher, Leslie	Kissimmee	Florida	407-342-6506
Harris, Norman	Kissimmee, Fl	Florida	863-212-5978
Parker, Keith	Lady Lake	Florida	407-798-7787
Hogue-Pua, Brian	Lake City	Florida	386-220-8700
Von Minden, Maureen	Lake Helen	Florida	386-270-8701
Davis, Joanne	Lake Mary	Florida	954-346-7519
Austin, Roger	Lake Suzy	Florida	941-456-7487
Williams, Tina	Lake Wales	Florida	321-327-4693
Silverman, Bob	Lake Worth	Florida	561-968-1760
Gonzalez, Jose A.	Lake Worth	Florida	561-214-4514
Newell Parsons, Stephanie	Lake Worth	Florida	561-412-4954
Allen, Michelle	Lake Worth	Florida	561-470-5134
Soto, Roger	Lake Worth	Florida	561-774-3500

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Conti, Elizabeth	Lake Worth	Florida	561-440-3704
Butler, Lori	Lakeland	Florida	863-485-7050
Thompson, Ruthelise	Lakeland	Florida	863-660-6434
Burt, David	Lakeland	Florida	863-777-0281
Brown, Monica	Lakewood Ranch	Florida	941-227-2789
Olen, Ursula	Lakewood Ranch	Florida	954-900-2365
Lyon, Patricia	Lakewood Ranch	Florida	941-907-0345
Alvarez, Yohousis	Land O Lakes	Florida	813-279-8864
Mcghee, Rebecca	Land O Lakes	Florida	813-255-4612
Meister, Debra	Land O Lakes	Florida	727-269-6908
Besinger, Sandy	Land O Lakes	Florida	813-777-9272
Ross, Carol	Land O Lakes	Florida	813-546-6429
Hux, Acc, Deborah	Land O Lakes	Florida	410-925-3750
Clark, Nancy	Land O Lakes	Florida	813-527-6574
Elliott, Barbara	Land O Lakes	Florida	813-553-1313
Townsley, Sharyn	Land O Lakes	Florida	954-232-0987
Neeson, Jessica	Land O' Lakes	Florida	720-277-1755
Higgins, Susan	Land O Lakes, Fl	Florida	813-893-7775
Bernard, Bertine	Lantana	Florida	561-623-0972
Grasso, Fabian	Lantana	Florida	725-777-3435
Traino, Thomas	Lantana	Florida	561-533-6598
Jones, Carolyn	Largo	Florida	727-265-1914
Carte, Dwayne	Largo	Florida	727-533-5797
Saltarelli, Enrico	Largo	Florida	727-290-4998
Brown, Susan	Largo	Florida	727-303-9050
Fann, Lorraine	Lauderdale By The Sea	Florida	954-324-8783
Aliseo, Julie	Lauderdale By The Sea	Florida	954-899-8818
Chatar, Lisa	Lauderhill	Florida	954-205-9936
Papanier, Thomas	Lecanto	Florida	352-999-4995
Marrero, Yobany	Leesburg	Florida	305-517-3866
Schramm, Renee	Lithia	Florida	813-566-2592
Scott, Jennifer	Lithia	Florida	813-696-1499
Meadows, Andrew	Longwood	Florida	321-999-7272
Hosier, Joyce	Longwood	Florida	407-332-7245
Pinnock, Celecia	Loxahatchee	Florida	561-876-7840
Hudson, Christie	Loxahatchee	Florida	561-557-9387
Delosreyes, Denise	Lutz	Florida	813-312-5513
Gentile, Anna Maria	Lutz	Florida	914-325-9399
Pfost, Stacey	Maitland	Florida	407-619-5145
Hall, Evan	Malabar	Florida	321-394-8131
Cooper, Angela	Marathon	Florida	336-882-1076

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Govind, Rethesh	Margate	Florida	954-297-8069
Vega, Carlos	Margate	Florida	954-279-7938
Nelmes, Karen	Mc Alpin	Florida	386-963-1077
Rodgers, Raymond	Melbourne	Florida	689-262-6006
Rasmussen, Linda	Melbourne	Florida	321-241-0711
Johnson, Dianna Elaine	Melbourne	Florida	321-504-1552
Mooradian, Chris	Melbourne	Florida	720-841-7861
Wilson, Jennifer E.	Melbourne Beach	Florida	321-837-3429
Kief, Justin	Merritt Island	Florida	323-397-2731
Smith, Debbie	Merritt Island	Florida	321-338-2953
Goodwin, Michael	Merritt Island	Florida	678-444-6557
Echavarria, Iris	Miami	Florida	305-548-0811
Duarte, Martha	Miami	Florida	786-893-5811
Vargas, Patricia	Miami	Florida	863-535-0515
Blary, David	Miami	Florida	786-220-2344
Katz, Robin	Miami	Florida	305-234-8683
Jacobellis, Nelia	Miami	Florida	786-472-0791
Chauvin, Kadira	Miami	Florida	305-306-3843
Merlo, Marie	Miami	Florida	305-714-2207
Rangel, Marisol	Miami	Florida	305-233-2977
De Mena, Carlos	Miami	Florida	305-649-7066
Aguirre, Michael	Miami	Florida	305-450-7004
Rios, Maria Sol	Miami	Florida	305-433-5526
Castro, Maria	Miami	Florida	786-250-5933
Sanford, Staci	Miami	Florida	305-238-6678
William, Stephen	Miami	Florida	786-877-1160
Torres, Thais	Miami	Florida	305-710-7645
Fernandez, Maria	Miami	Florida	407-777-9963
Funk, David	Miami	Florida	305-407-9399
Portal, Daniel	Miami	Florida	305-712-7178
Atseva, Violeta	Miami	Florida	786-339-4776
Exius, Kayla	Miami	Florida	305-992-8614
Ramos, Xiomara	Miami	Florida	305-554-7909
Paris, Robert	Miami Beach	Florida	786-643-5559
Greenfield, Allison	Miami Beach	Florida	786-842-7847
Lindsay, Candy	Miami Beach	Florida	305-600-3093
Paul, Dedra	Miami Gardens	Florida	305-796-1291
Pulgaron, Elizabeth	Miami Springs	Florida	786-766-1202
Okotcha, Victor	Middleburg	Florida	317-772-9520
George, Mark	Minneola	Florida	352-978-6052
Reimschiissel, Tynelle	Minneola	Florida	407-612-1185

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Albuerne, Leslie	Miramar	Florida	305-987-7520
Delancy, Yvette	Miramar	Florida	561-497-7634
Parent, Paolo	Miramar	Florida	305-676-2784
Trewick, Tracy	Miramar	Florida	954-317-0626
Velazquez, Alicia	Miramar	Florida	754-999-0093
Cartagena, Guillermo	Miramar	Florida	954-372-7600
Rusconi, Natasha	Miramar	Florida	9544537310
Gutierrez, Claudia	Miramar	Florida	954-505-4912
Sanchez, Joan	Miramar	Florida	954-498-6158
Tillman Assad, Missy	Miramar Beach	Florida	423-930-3859
Grabman, Kimberly	Mount Dora	Florida	407-710-1942
Shelley, Jim	Mount Dora	Florida	407-222-8142
Ben-Nissan, Veronica	N Miami Beach	Florida	954-903-1669
Lucia, Tanya	Naples	Florida	239-631-1138
Lebron, Yolanda	Naples	Florida	954-344-8060
Baez, Marisol	Naples	Florida	239-594-9539
Pitkin, Heather	Naples	Florida	239-331-7113
Hoffman, Lisa	Naples	Florida	239-298-6616
Kennedy, Lorraine	Naples	Florida	239-287-8354
Rasmussen, Peter	Naples	Florida	435-580-2784
Plana, Alex	Naples	Florida	954-453-7973
George, Rodney	Naples	Florida	239-777-9862
Haskell, Julie	Neptune Beach	Florida	917-601-5535
Stahl, Matthew	New Port Richey	Florida	727-877-0402
Poynter, Paulette	New Port Richey	Florida	727-307-8497
Harris, Valida	New Port Richey	Florida	727-277-0989
Budzian, Catheryne	New Port Richey	Florida	727-877-0212
Rae, Elizabeth	New Smyrna Beach	Florida	386-402-6164
Peterson, Kathryn	New Smyrna Beach	Florida	321-266-3715
Kutner, Brandon	Newberry	Florida	352-541-2221
Gielow, Suzanne	North Fort Myers	Florida	239-922-4917
Hodge, Gail	North Fort Myers	Florida	239-202-0460
Floyd, Vianne	North Fort Myers	Florida	313-333-1116
Singh, Karen	North Lauderdale	Florida	954-913-1107
Gallina, Gabriella	North Palm Beach	Florida	561-822-6019
Mitchell, Mary	North Port	Florida	800-775-6788
Daly, Melissa	Oakland	Florida	407-801-1508
Hemstock, Polly	Oakland Park	Florida	954-702-0040
Meyer, Robert	Ocala	Florida	847-934-6144
Collins, Linda	Ocean Breeze	Florida	772-284-4534
Mirabella, Carla	Odessa	Florida	813-786-2658

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Rodriguez, Susan	Odessa	Florida	813-926-1566
Carrasquillo, Roberto	Oldsmar	Florida	727-554-5656
Butler, Jennifer	Oldsmar	Florida	813-333-6685
Mcdonough, Jacqueline	Orange Park	Florida	904-375-0673
Franks, Clarence Michael	Orange Park	Florida	904-215-7100
Sosa Pares, Alfredo	Orlando	Florida	407-734-3413
Petion, Farah	Orlando	Florida	407-850-8263
Schofield II, Joseph	Orlando	Florida	909-660-3604
Delgado, Jose	Orlando	Florida	689-272-8544
Jones, Nakeeya	Orlando	Florida	813-830-2332
Baptiste, Louise	Orlando	Florida	407-440-3187
Damon, Michael	Orlando	Florida	954-344-8060
Johnson, Desiree	Orlando	Florida	407-789-3525
Gonzalez, Ilka	Orlando	Florida	786-801-4338
Brian, Megan	Orlando	Florida	407-453-0699
Matos, Adriana	Orlando	Florida	954-946-4333
Kirsch, Allison	Orlando	Florida	407-837-6488
Ramsey, Brittany	Orlando	Florida	407-488-2487
Benison, Amy	Orlando	Florida	321-754-0995
Adams, Dionne	Orlando	Florida	4075410524
Egido, Awilda	Orlando	Florida	407-785-5905
Boggs, Fran	Orlando	Florida	407-277-9974
Poulin, Renee	Orlando	Florida	407-502-6620
Page, Jeff	Orlando	Florida	407-353-0120
Bourne, Karl	Orlando	Florida	407-495-5343
Huber, Kimberly	Orlando	Florida	407-900-3145
Peters, Kathleen	Orlando	Florida	407-951-8485
Roberts, Jennifer	Orlando	Florida	215-313-6920
Terp, Marilee	Orlando	Florida	321-251-4777
Allensworth, Dana	Orlando	Florida	407-370-7090
Mayi, Jose	Orlando	Florida	407-341-9555
Santos-Klys, Omayra	Orlando	Florida	321-804-4128
Rodriguez, Ovet	Orlando	Florida	321-437-6431
Rollins, Mark	Orlando	Florida	407-720-2705
Acevedo, Rose	Orlando	Florida	954-344-8060
Luster, Emily	Orlando	Florida	321-430-8822
Benzon, Vincent	Orlando	Florida	407-745-0888
Scott, Susan	Orlando	Florida	615-830-5952
Marchand, Stephen	Ormond Beach	Florida	386-317-0370
Belyea, Celeste	Ormond Beach	Florida	386-852-1921
Blouin Jr, Henry	Ormond Beach	Florida	386-310-8527

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Labita, Amy	Oviedo	Florida	407-450-1398
Bruckert, Matthew	Oviedo	Florida	407-326-2700
Willis, Laurie	Palm Bay	Florida	321-693-7356
Lawson, Joann	Palm Bay	Florida	321-334-9884
Potts, Marlene	Palm Bay	Florida	321-890-7410
Ball, Elisa	Palm Bay	Florida	386-492-6660
Matelski, Robert	Palm Bay	Florida	678-634-1170
Robinson, Glenwood	Palm Bay	Florida	321-312-6793
Mcgarraugh, Kelli	Palm Beach Gardens	Florida	615-567-3909
Nieto, Blanca	Palm Beach Gdns	Florida	561-307-7025
Leibowitz, Carolyn	Palm City	Florida	772-600-7409
Kranchick, Ralph	Palm City	Florida	561-596-8655
Marin, De	Palm Coast	Florida	832-691-1043
Shevchenko, Inna	Palm Coast	Florida	386-848-4884
Caprio, John	Palm Coast	Florida	386-302-0533
Cunningham, Margaret	Palm Coast	Florida	386-986-1999
Henriksen, Jennifer	Palm Harbor	Florida	727-314-1968
Walker, Kisten	Palm Springs	Florida	561-389-9642
Lawson, Charlotte	Palmetto	Florida	941-723-3330
Perlin, Acc, Sheldon	Palmetto	Florida	941-729-0113
Somm, Christopher	Panama City	Florida	850-832-5373
Elliot, James	Panama City	Florida	704-307-5867
Stewart, Beth	Panama City Beach	Florida	850-588-8671
Bloom, Stacy	Parkland	Florida	561-446-0076
Polsinelli, Toni	Parkland	Florida	954-281-8519
Isaacs, Elaine	Parkland	Florida	954-753-8308
Breitman, Mindy	Parkland	Florida	954-778-5478
Kruszewski, Joviana	Parkland	Florida	954-591-1558
Fee, Mark A.	Parkland	Florida	954-789-6333
Zand, Bryan	Parkland	Florida	954-592-9449
Leclerc, Darren	Parrish	Florida	941-274-1403
Sugden, Carl	Parrish	Florida	936-337-4477
Bart, Sheila	Pembroke Pines	Florida	754-900-8083
Manning, John	Pembroke Pines	Florida	305-829-2009
Williams, Clarona	Pembroke Pines	Florida	954-880-1188
Higuera, Jaime	Pembroke Pines	Florida	954-653-8002
Cortez, Clara	Pembroke Pines	Florida	786-390-5449
Manuel, Karen	Pembroke Pines	Florida	954-637-3722
Ortiz, Maritzel	Pembroke Pines	Florida	954-362-7973
Dobles, Albert	Pembroke Pines	Florida	954-812-4645
Perez, Rosie	Pembroke Pines	Florida	954-278-8777

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Dulude, Ellie	Pembroke Pines	Florida	954-438-8100
Brotherton, Barbara	Pensacola	Florida	321-205-4560
Harvey, Chaunty	Pensacola	Florida	850-588-4658
Mitchell, Vonetta Renee	Pensacola	Florida	850-466-5276
Graves, Gaetana Mary	Pensacola	Florida	850-456-7676
Gracia, Jean	Pensacola	Florida	850-466-2080
Socherman, Sharon	Pinecrest	Florida	305-255-1552
Chamberlain, Louanne	Plantation	Florida	954-451-0811
Ashby, Robert	Plantation	Florida	754-888-4225
Sweet, Francine	Plantation	Florida	954-945-1010
Williams, Ellen	Plantation	Florida	954-687-1777
Camp, Charlene	Plantation	Florida	954-903-1678
Schwartz, Roberta	Plantation	Florida	954-533-5898
Steele, Patti	Plantation	Florida	954-651-2020
Curbelo, Theresa	Plantation	Florida	954-369-2863
Heywood, Melanie	Plantation	Florida	732-784-7372
Hetzel, Brandon	Plantation	Florida	754-300-8485
Rojas, Monique	Pompano Beach	Florida	754-702-7474
Symanski, Randy	Pompano Beach	Florida	954-853-5238
Varela, Betty	Pompano Beach	Florida	407-931-6490
Fischler, Bruce	Pompano Beach	Florida	786-778-2122
Garcia, Kristin	Pompano Beach	Florida	954-344-8060
Miranda, Tina	Pompano Beach	Florida	954-840-6880
Simon, Suzanne	Ponte Vedra	Florida	850-460-1171
Le Boeuf, Harry	Ponte Vedra	Florida	850-306-3194
Mirmina, Francis Emile	Ponte Vedra Beach	Florida	904-747-0900
Unger, Kathy	Ponte Vedra Beach	Florida	904-402-9094
Flannery, Dorothy	Ponte Vedra Beach	Florida	305-361-6772
Carmichael, Robin	Port Charlotte	Florida	941-259-1711
Norris, Cindy	Port Orange	Florida	386-298-8338
Thurston, Autumn	Port Orange	Florida	386-256-7252
Pierce, Julie	Port Orange	Florida	904-909-1733
Overcash, Stacey	Port Orange	Florida	386-316-3791
Boivin, Kim	Port Orange	Florida	817-567-3422
Cservak, Pamela	Port Richey	Florida	727-331-3992
Sanders-Dailey, Alisa	Port St Lucie	Florida	561-818-5182
Carpenter, Debra	Port St Lucie	Florida	772-879-3221
Morn, John	Port St Lucie	Florida	772-999-6344
Williams-Snead, Donna	Port St Lucie	Florida	908-681-4039
Backus, Michele	Port St Lucie	Florida	772-380-5916
Wolf, Miriam	Port St Lucie	Florida	866-606-8249

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Berla, Caryn	Port St. Lucie	Florida	609-750-0807
Wegner, Debbie	Port St. Lucie	Florida	772-905-3338
Olson, Elizabeth	Port St. Lucie	Florida	772-529-0050
Fioravante, Karen Ann	Port St. Lucie	Florida	954-473-4860
Black, Mary Kay	Port St. Lucie	Florida	772-265-2560
Roy, Stacie	Port St. Lucie	Florida	772-243-8446
Idahosa, Finolia	Punta Gorda	Florida	954-344-8060
Lang, Julie	Punta Gorda	Florida	941-280-5115
Raffone, Veronica	Punta Gorda	Florida	239-887-5321
Leybovich, Sherry	Riverview	Florida	813-657-0844
Molina, Mildred	Riverview	Florida	813-704-0426
Keenan, Michelle	Riverview	Florida	352-750-6970
Pollack, Samantha	Riverview	Florida	813-415-7619
Mereness, Shari	Riverview	Florida	813-363-0255
Anderson, Michael	Rockledge	Florida	801-664-9935
Soell, Cindy	Rockledge	Florida	828-400-6394
Syverson, Julie	Rockledge	Florida	321-978-5805
Carey, Lisa	Rotonda West	Florida	770-670-6702
Henesy, Lourdes	Rotonda West	Florida	941-681-2013
Torres, Orben	Ruskin	Florida	813-892-5655
Husselman, Kelley	Ruskin	Florida	813-820-0813
O'Donnell, Anita	Saint Augustine	Florida	904-342-0740
Buser, Diana	Saint Augustine	Florida	954-314-7580
Perez-Menendez, Emily	Saint Cloud	Florida	407-984-6144
Bradley, Richard	Saint Cloud	Florida	407-593-2619
Moreno, Gustavo	Saint Johns	Florida	786-838-0500
Kassem, Iris	Saint Johns	Florida	954-507-6287
Fischer, Laura	Sanford	Florida	704-254-1077
Harris, Christina	Sanford	Florida	407-371-5228
Bonade, Dennis	Sanford	Florida	407-330-0995
Golubock, Mark D	Sanford	Florida	407-977-0210
Dennis, Orrick	Sanford	Florida	321-333-5572
Johnston, Shane	Santa Rosa Beach	Florida	850-786-3450
Fortin, Gayle	Sarasota	Florida	941-313-3111
Reyneke, Leonard	Sarasota	Florida	941-404-4773
Cahill, Kristin	Sarasota	Florida	484-341-3131
Bales, Dawn	Sarasota	Florida	215-284-7786
Greene, Linda	Sarasota	Florida	845-507-2872
Sims, Malgorzata	Sarasota	Florida	9412181108
Lydecker, Edward	Sarasota	Florida	941-786-2789
Bruch, Steven	Satellite Beach	Florida	231-873-3183



<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Casamento, Mary	Satellite Beach	Florida	407-610-2279
Racaniello, Steven	Sebastian	Florida	772-269-2206
Luzniak, Heather	Sebastian	Florida	516-597-0913
Elliott, Vernon	Seffner	Florida	813-445-8300
Dahlin, Kurt	Seminole	Florida	310-424-5591
Jones, Crystal	Sorrento	Florida	3527293101
Shear, Julie	Southwest Ranches	Florida	954-451-3862
Howard, Cindi	Spring Hill	Florida	863-327-2197
Depotter, Stephen	Spring Hill	Florida	352-686-5914
Cotto, Dennis	Spring Hill	Florida	352-610-9696
Tellini, Pete	Spring Hill	Florida	352-515-0012
Kachnycz, Amour	St Augustine	Florida	904-342-2727
Harbidge, Michelle	St Augustine	Florida	904-441-9064
Gonzalez, Miriam	St Augustine	Florida	954-263-6322
Bernal, Elizabeth	St Cloud	Florida	407-255-1010
Crici, Rick	St Johns	Florida	904-478-0097
Bogle, Valerie	St Petersburg	Florida	727-496-4965
Rendina, Lorelee	St Petersburg	Florida	412-691-0222
Letts, William Joseph	St Petersburg	Florida	727-498-8964
Austin, Jim	St Petersburg	Florida	727-498-5559
Rodriguez, Liza	St. Augustine	Florida	904-345-4462
Smith, Christina	St. Augustine	Florida	904-522-3952
Orndorff, Jeffrey A.	St. Augustine	Florida	904-701-4499
Kaminski, Wendy	St. Augustine	Florida	954-300-4150
Doerr, Homer	St. Petersburg	Florida	727-486-3665
Carlston, Wendy	St. Petersburg	Florida	727-542-3255
O'Neal, Linda	St. Petersburg	Florida	727-343-5650
Berardi, Cynthia	Stuart	Florida	203-258-1930
Collins, Marjorie	Stuart	Florida	772-333-1624
Ralicki, David	Stuart	Florida	772-323-1097
Grant, Cynthia	Summerland Key	Florida	305-395-8514
Mangione, Mary	Sun City Center	Florida	813-551-1700
Ross, Maria Georgina	Sunny Isles Beach	Florida	786-930-4600
Ellis, Oscar	Sunrise	Florida	954-633-8003
Da Silva, Herminia	Sunrise	Florida	954-669-5464
Jackson, Sherlyn	Sunrise	Florida	754-269-0004
Granados, Michael	Sunrise	Florida	407-900-3728
Ledford, Kimberly	Tallahassee	Florida	850-378-7118
Sastoque-Bilbro, Lucy	Tallahassee	Florida	850-739-9290
Epoyun, Babatunde	Tamarac	Florida	754-457-7934
Beckles, Idita	Tamarac	Florida	561-501-0964

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Galvan, Crystal	Tamarac	Florida	954-213-2877
Strockbine Iii, Richard	Tamarac	Florida	954-344-8060
March, Brittney Armstrong	Tamarac	Florida	954-414-5772
Montanez, Henry	Tamarac	Florida	305-922-8666
Dietrich, Barbara	Tampa	Florida	813-760-7092
Reagor, Michael	Tampa	Florida	813-763-7794
Mauger, Olivia	Tampa	Florida	813-407-3929
Calderon, Eduardo	Tampa	Florida	813-491-4269
Schmidt, Joel	Tampa	Florida	813-851-0226
Johnson, Deborah	Tampa	Florida	813-579-0009
Niederlova, Alena	Tampa	Florida	813-971-3796
Wall, Danette	Tampa	Florida	813-591-1454
Roether, Robin	Tampa	Florida	813-784-8646
Fernandes, Deirdre	Tampa	Florida	813-808-1125
Albanese, Joseph	Tampa	Florida	813-407-7263
Hernandez, Mabel	Tampa	Florida	813-587-0017
Palogruto, Carmen	Tampa	Florida	813-373-5942
Harris, Sabine	Tampa	Florida	813-546-0751
Zader, Diane	Tampa	Florida	813-599-3190
Edwards, Beth	Tampa	Florida	813-333-1970
Ruiz, Lidia	Tavernier	Florida	787-504-2186
Mcrae, Daniel	Temple Terrace	Florida	954-344-8060
Carpenter, Gail	Temple Terrace	Florida	813-391-3548
Blalock, Diana	The Villages	Florida	352-751-1012
Suminski, Jim	The Villages	Florida	970-355-5551
Austin, Karen	The Villages	Florida	352-658-6200
Sikora, Vernon	The Villages	Florida	219-390-2443
Greene, Raymond	The Villages	Florida	727-252-8144
Rounds, Sabra	The Villages	Florida	352-309-7722
Selvag, Chantal	The Villages	Florida	954-608-1838
Sinardi, Janice	Thonotosassa	Florida	813-985-8939
Johnson, Maxine	Titusville	Florida	321-383-0958
Spotorno, Anthony	Titusville	Florida	321-420-1766
Bruno, Louis	Trinity	Florida	727-376-9007
Sells, Dick	Trinity	Florida	727-647-4400
Kuettel, Vera	Trinity	Florida	727-376-6006
Konitzer, Kendra	Valrico	Florida	813-343-3727
Messing, Lisa	Valrico	Florida	813-643-2333
Sturdon, Elizabeth	Valrico	Florida	813-675-9145
Irovando, Julie	Valrico	Florida	813-643-2543
Purdy, Romaine	Venice	Florida	941-497-1518

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Kolanko, Linda	Venice	Florida	940-453-8904
Rozier, Donald	Vero Beach	Florida	772-925-1906
Del Toro, Theresa	Vero Beach	Florida	772-492-9708
Douglas, Lewis	Vero Beach	Florida	772-217-8218
Schlitt, Heather	Vero Beach	Florida	772-268-9208
Russell, Mason	Vero Beach	Florida	772-226-7560
Livingston, Cheryl	Vero Beach	Florida	772-492-3794
Shipley, Valerie	Vero Beach	Florida	772-925-0067
Goldblatt, Jill	Viera	Florida	954-745-9344
Glaze, Cynthia	Weeki Wachee	Florida	352-597-9924
Frink, Betty	Wellington	Florida	561-236-2688
Marrow, Lisha	West Palm Beach	Florida	267-568-2260
Dorsey, Valerie	West Palm Beach	Florida	561-383-7774
Hamilton, John	West Palm Beach	Florida	954-641-8567
Jewula-Rossi, Jolanta	West Palm Beach	Florida	561-412-5848
Novello, Nicholas	West Palm Beach	Florida	561-337-1550
Rendon, Stacey	West Palm Beach	Florida	561-797-5742
Gorriceta, Juram	West Palm Beach	Florida	561-352-8003
Mason, Dominique	West Palm Beach	Florida	561-467-4582
Wright, Timothy	West Palm Beach	Florida	561-377-2774
Tusen, Erika	West Palm Beach	Florida	754-217-6788
Lostumbo, Tony	Weston	Florida	954 384-7245
Jacob, Shine	Weston	Florida	754-269-8390
Phromvipha, Marcella	Weston	Florida	954-393-4681
Bryant, Kathie	Wildwood	Florida	352-399-6010
Odom, Theresa	Wildwood	Florida	352-668-3139
Johnson, Calvin	Wimauma	Florida	914-667-1712
Maloney, Mary	Wimauma	Florida	252-292-1934
Seitz, Theresa	Windermere	Florida	407-602-7762
Ferguson, Alison	Windermere	Florida	407-258-9000
Case, Brad	Windermere	Florida	407-876-3108
Watson, Deana	Windermere	Florida	407-347-7303
Louth-Ciaccio, Francesca	Windermere	Florida	407-341-7318
Simpson, Tamara	Windermere	Florida	863-333-5045
Miller, Sylvette	Winter Garden	Florida	407-573-2350
Nichols, Kyle	Winter Garden	Florida	407-584-8058
Young, Jennifer	Winter Garden	Florida	772-643-3534
Mitchell, Rajinder	Winter Garden	Florida	407-782-7341
Sarmento, Cicero	Winter Garden	Florida	407-395-2011
Blair, Catherine	Winter Garden	Florida	407-739-1641
Linck, Holliday	Winter Haven	Florida	863-600-4912

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Bradley, Katina	Winter Haven	Florida	305-306-8140
Charlot, Adniel	Winter Haven	Florida	754-216-1773
Hilson, Linda	Winter Haven	Florida	863-326-1000
Jenkinson, Kimberly	Winter Haven	Florida	941-548-2450
Mcmanama, Selena	Winter Park	Florida	321-375-5805
Bluhm, Marybeth	Winter Park	Florida	407-310-6805
Bukoski, Michael	Winter Park	Florida	407-697-6259
Thompson, Valerie	Winter Park	Florida	407-853-4777
Ripley, John	Winter Springs	Florida	321-236-0300
Cahill, Linda	Zephyrhills	Florida	954-721-8463
Seliski-Talbott, Jennifer	Acworth	Georgia	770-800-7370
Whitesell, Judy	Alpharetta	Georgia	770-904-9774
Yuan, Xiaoqin	Alpharetta	Georgia	678-313-7385
Goode, Donna	Alpharetta	Georgia	770-777-5937
Ross, Heather	Alpharetta	Georgia	251-706-7090
Ray, Keith	Alpharetta	Georgia	404-645-7253
Tsistinas, Meagan	Alpharetta	Georgia	470-965-6062
Johnson, Amanda	Alpharetta	Georgia	678-446-0299
Dalrymple, Kimberly	Alpharetta	Georgia	470-567-0006
Smalley, Barbara	Athens	Georgia	706-613-7237
Woolstrum, Carla	Atlanta	Georgia	470-514-5278
Salet, Philip	Atlanta	Georgia	404-547-1157
Stroud, Holly	Atlanta	Georgia	404-410-0009
White, Murrell	Atlanta	Georgia	770-820-7534
Hammond, Michael	Atlanta	Georgia	470-889-3669
Simon, Rachele	Atlanta	Georgia	404-942-8888
Moore, Alice	Atlanta	Georgia	404-330-8713
Grant, Tia	Atlanta	Georgia	678-799-7707
Derozario, Doreen	Atlanta	Georgia	470-685-2555
Estroff, Judith	Augusta	Georgia	706-339-8618
Johnson, Sharon	Augusta	Georgia	706-790-1718
Randall, Tony	Ball Ground	Georgia	678-454-4444
Allman, Katie	Big Canoe	Georgia	352-362-6119
Long, Angeletha	Bonaire	Georgia	478-334-0177
Mclear, Jacqueline	Bonaire	Georgia	478-442-0616
Bryant, Kelly	Braselton	Georgia	727-239-4471
Winsted, Wendell	Buford	Georgia	470-350-3821
Walker, Alicia	Buford	Georgia	470-755-1826
Waters, Kaitlin	Canton	Georgia	404-777-9611
Spano, Danielle	Canton	Georgia	352-440-3264
Cohen, Phebe	Canton	Georgia	610-357-6526

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Stroud, Michael	Canton	Georgia	423-472-7155
Morgan, Audra	Canton	Georgia	386-322-2162
Sevin, Susan	Canton	Georgia	770-704-1991
Bullard, Stacy	Canton	Georgia	470-641-3230
Pennington, Jennifer	Canton	Georgia	470-523-8687
Hunter, Michael	Cedartown	Georgia	678-901-0993
Wang, Hsu Chih	Chamblee	Georgia	404-855-0678
Kydd, Rosemarie	Conyers	Georgia	770-545-9623
Jaros, Jennifer	Conyers	Georgia	678-235-5797
Roebuck, Phyllis	Conyers	Georgia	470-998-1651
Bias, Lena	Covington	Georgia	470-853-1049
Eisner, Katherine	Cumming	Georgia	404-550-9422
Macdonald, Mark	Cumming	Georgia	470-239-6941
Jones, Gary	Cumming	Georgia	770-844-0710
Reed, Jenny	Cumming	Georgia	678-947-5115
Sims, Jerome	Cumming	Georgia	770-639-7566
Wann, Peter	Cumming	Georgia	720-505-4392
Steinfeld, Brian	Dacula	Georgia	706-836-6118
Brown, Keisha	Dacula	Georgia	770-945-1011
Mendy, Robert	Dacula	Georgia	954-344-8060
Shirley, Michelle	Dallas	Georgia	470-632-8771
Benson, Michael	Dalton	Georgia	706-229-9260
Distin, Marley	Decatur	Georgia	678-929-8700
Dembo, Pamela	Decatur	Georgia	404.682.2996
Smith, Sylvia	Douglasville	Georgia	678-785-7353
Mudd, Natalie	Douglasville	Georgia	478-919-5689
Flink, Kevin	Dunwoody	Georgia	954-263-2691
Little, Winford	Eatonton	Georgia	706-473-1010
Garrison, Catherine	Evans	Georgia	706-915-6026
Seals, Johnny	Evans	Georgia	706-723-9517
Poynter, Manuel	Fairburn	Georgia	502-269-8113
Haralson, Amy	Fayetteville	Georgia	678-562-5565
Best, Yvette	Fayetteville	Georgia	770-742-8711
Sharpe, Mone	Fayetteville	Georgia	678-974-3267
Hadaway, Michelle	Flowery Branch	Georgia	470-310-1975
Gelman, Michael	Flowery Branch	Georgia	770-965-7441
Nelson, Kevin	Flowery Branch	Georgia	678-828-9777
Beasley, Rebecca	Fortson	Georgia	706-321-8464
Simons, Laronda	Garden City	Georgia	786-676-0499
Flowers, Keith	Glennville	Georgia	912-216-5060
Lamm, Cathy	Greensboro	Georgia	706-473-6864

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Mason, Daryl	Griffin	Georgia	678-572-4341
Dougherty, Georganne	Griffin	Georgia	770-228-9473
Wiechert, Alana	Grovetown	Georgia	762-250-8747
Williams, Michael	Hampton	Georgia	678-778-1927
Green, Crystal	Hampton	Georgia	470-569-9282
Levin, Kimberly	Hawkinsville	Georgia	478-636-2096
Rybnikar, Carolyn	Johns Creek	Georgia	470-246-5774
Cully, Maureen	Johns Creek	Georgia	770-765-1905
Hager, Virginia	John's Creek	Georgia	432-897-4991
Duffy, Wendy	Kennesaw	Georgia	678-563-1409
Cunningham, Sharon	Lafayette	Georgia	706-638-2669
Ferren, Suzanne	Lakemont	Georgia	904-228-0931
Mclean, Kathryn	Lawrenceville	Georgia	770-545-8333
Greenstein, Kathy	Lawrenceville	Georgia	770-789-6918
Boghani, Gulzar	Lawrenceville	Georgia	404-626-5418
Goode, Patrick	Lawrenceville	Georgia	770-595-8881
Agard, Pamela	Lilburn	Georgia	678-772-6121
Harrison, Nathan	Locust Grove	Georgia	770-914-9355
Thompson, Iris	Loganville	Georgia	678-898-4073
Callaway, Cayce	Lookout Mountain	Georgia	404-618-4477
Peavy, Gayle	Macon	Georgia	478-746-9527
Cole, Renee	Macon	Georgia	478-254-1670
Bost, Adam	Marietta	Georgia	770-870-1705
Clure Fulton, Wendi	Marietta	Georgia	678-229-2417
Kurtze, Arielle	Marietta	Georgia	925-967-7556
Gatewood, Ashley	Marietta	Georgia	770-502-6321
Hollender, Julie	Marietta	Georgia	954-952-2433
Lacy, Jenna	Marietta	Georgia	470-954-7220
Spottsville, Tamarra	Marietta	Georgia	404-487-6049
Gill-Shearwood, Lois	Mcdonough	Georgia	470-507-4843
Padin, Noemi	Midland	Georgia	706-610-8024
Goff, Mary	Millwood	Georgia	912-419-1293
Hart, Stephen	Milton	Georgia	770-558-4767
Beasley, Benjamin	Newnan	Georgia	678-438-2402
Peguero, Juan	Newnan	Georgia	404-537-6552
Dunnavant, James	Newnan	Georgia	770-253-3206
Durovic, Lynette	Newnan	Georgia	770-253-3364
Clements, Taylor	Newnan	Georgia	770-655-6558
Haslett, Rich	Norcross	Georgia	404-990-0101
Linman, Jeremy	Peachtree Corners	Georgia	404-475-2580
Williams, Mujinga	Pooler	Georgia	912-643-5199

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Pittman, Thaicast	Port Wentworth	Georgia	912-239-7768
Edwards, Karen	Roswell	Georgia	404-786-7768
Consoli, Michael	Roswell	Georgia	770-650-7667
Kiro, Ike	Savannah	Georgia	912-547-4837
Peyton, Nicole	Smyrna	Georgia	678-396-3569
Connelly, Debra	Snellville	Georgia	770-401-4426
Palmer, Yanick	Snellville	Georgia	404-482-0334
Clippard, Heather	Snellville	Georgia	770-325-0781
Clarke, Erica	Snellville	Georgia	706-873-0751
Hurt, Rhonda	Snellville	Georgia	678-694-1995
Lee, Monica	Social Circle	Georgia	470-701-0796
Steele, Angela	Stockbridge	Georgia	678-709-2480
Hairston, Artelida	Stone Mountain	Georgia	678-653-0231
Maclean, Debra	Suwanee	Georgia	770-205-8667
Vontimitta, Satish	Suwanee	Georgia	770-755-5960
Green, Kristina	Valdosta	Georgia	912-675-8521
Fox, Sean	Warner Robins	Georgia	478-442-4141
Helfer, Lorella	Winder	Georgia	770-283-4346
Lickman, David	Woodstock	Georgia	404-966-0185
Haigwood, Lori	Woodstock	Georgia	770-845-6411
Lamarca, Anna	Woodstock	Georgia	845-551-8512
Stokes, Jennifer	Woodstock	Georgia	203-727-7055
Zenkovich, Lori	Woodstock	Georgia	770-240-0996
Behret, Shelby	Woodstock	Georgia	470-289-8910
Jansson, Malia	Aiea	Hawaii	808-487-0942
Himeda, Debra	Ewa Beach	Hawaii	206-330-2097
Alfelor, Benjamin	Honolulu	Hawaii	808-486-1977
Wahlberg, Randall	Honolulu	Hawaii	860-234-4516
Johansen, Dawn	Kailua Kona	Hawaii	775-351-8646
Provine, Reno	Kapolei	Hawaii	562-647-8057
Thomas, Amy	Kihei	Hawaii	717-575-6919
Blackwell, Holly	Athol	Idaho	208-217-5281
Sparks, Dean	Athol	Idaho	208-699-1795
Lindsay, Cal	Boise	Idaho	208-996-3269
Bennett, Stephanie	Boise	Idaho	208-908-6175
Conboy, Mark	Boise	Idaho	949-951-5688
Bailey, Verena	Boise	Idaho	208-999-6699
Williams, Michael	Caldwell	Idaho	208-369-5999
Delaney, Leanne	Hayden	Idaho	208-704-2070
Tway, George	Island Park	Idaho	208 853 0891
Shannon, Derrick	Meridian	Idaho	208-401-0331

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Updegraff, Susan	Meridian	Idaho	208-209-6521
Heffelfinger, Kendra	Meridian	Idaho	208-353-8123
Griffin, Michael	Nampa	Idaho	208-505-8191
Clevenger, Rebecca	Nampa	Idaho	208-298-9238
Duncan, Jackie	Post Falls	Idaho	208-457-7009
Adcock, Laura	Algonquin	Illinois	224-716-9680
Vodar, Tina	Batavia	Illinois	630-781-4781
Vermeiren, Nathan	Belleville	Illinois	618-578-0446
Harrison, Terry	Belleville	Illinois	618-570-0410
Jensen, Ed	Belvidere	Illinois	815-580-4441
Ciskowski, Kelly	Bull Valley	Illinois	815-515-0205
Heine, Cory	Cary	Illinois	847-516-4391
Guerrier, Joseph	Chicago	Illinois	312-444-0434
Murawski, Kimberly	Chicago	Illinois	773-368-1957
Hall, Barbara	Chicago	Illinois	773-717-3926
Anderson, Debra	Chicago	Illinois	773-437-4644
Vargas, Franklin	Chicago	Illinois	312-767-8774
Santo, Jacquelyn	Chicago	Illinois	248-361-1871
Fletcher-Fick, Jenna	Chicago	Illinois	989-225-6101
Hill, Katherine	Chicago	Illinois	773-654-3691
O'Connell, Terri	Chicago	Illinois	708-232-8973
Young, Terry	Chicago	Illinois	954-344-8060
McDavid, Shannon	Chicago	Illinois	773-505-3581
Wipke, Christopher	Chicago	Illinois	773-680-6313
Picatto, Amelia	Collinsville	Illinois	618-530-3119
Grana, Denise	Crest Hill	Illinois	630-306-3538
Brand, Joshua	Deerfield	Illinois	847-786-2470
Fisher, Judy	Des Plaines	Illinois	773-818-6595
Nimmo, Joel	Edwardsville	Illinois	618-444-2890
Jackson, Elise	Elgin	Illinois	847-754-6143
Adorno, Frank	Elmhurst	Illinois	630-296-7447
Rossano, George	Evergreen Park	Illinois	312-671-5652
Chisu, Maria	Franklin Park	Illinois	224-442-0397
Bell, Ganges	Genoa	Illinois	815-980-8645
Harty-Allen, Regina	Glen Ellyn	Illinois	630-742-6017
Egen, Jennifer	Glenview	Illinois	847-920-4470
Day, Teresa	Lake In The Hills	Illinois	224-239-7055
Townsend, James	Lansing	Illinois	708-320-0006
Lange, Georgia	Lombard	Illinois	630-627-0668
Mueller, Joanne	Lombard	Illinois	630-337-9886
Pecoraro, Annmarie	Lombard	Illinois	630-475-9151



<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Schumann, Brandie	Marengo	Illinois	815-900-6525
Reeves, Terry	Metropolis	Illinois	270-217-0673
Conner, Sara	Montgomery	Illinois	630-740-6191
Min, Hye Ki	Mount Prospect	Illinois	224-221-5654
Filipek, Anita	Naperville	Illinois	630-355-6068
Manriquez, Dayna	Naperville	Illinois	312-900-2159
Fouts, Tiffanee	New Lenox	Illinois	815-715-9577
Williams, Zoretta	Oak Park	Illinois	630-728-7232
Hnatovic, Jeanine	Orland Park	Illinois	708-955-4077
Carroll, Kathryn	Orland Pk	Illinois	708-382-1438
Mcpheron, Nicholas	Oswego	Illinois	260-402-4933
Waller, Gerry	Park Ridge	Illinois	847-825-7761
Valencia, Stacey	Plainfield	Illinois	630-649-8650
Premas, Melissa	Port Barrington	Illinois	224-483-5752
Marcial-Hatfield, Filipinas	Rockford	Illinois	815-222-7342
Davenport, Everett	Romeoville	Illinois	815-200-4166
Miller, Yolanda	South Holland	Illinois	877-678-7324
Pohlod, Debra	Streator	Illinois	815 673-2342
Alcock, Bryan	Tinley Park	Illinois	708-933-8222
Crawley, Michael	Wheeling	Illinois	224-402-5362
Nebijinates, Kelli	Yorkville	Illinois	630-877-1932
Scott, Shannon	Alexandria	Indiana	765-705-0687
Sherrill, Patricia	Avon	Indiana	317-556-6548
Rains, Terry	Columbus	Indiana	812-657-0777
Coursen, Dixie	Fishers	Indiana	317-863-5160
Fuller, Michael	Fort Wayne	Indiana	260-622-8200
Burns, Christi	Fort Wayne	Indiana	260-338-8202
Brown, Daniel	Fort Wayne	Indiana	260-755-5624
Rickey, Pamela	Gas City	Indiana	765-609-9066
Hoover, Jennifer	Greenwood	Indiana	317-300-4521
Shoaf, Kathryn	Hobart	Indiana	219-608-2002
Harris, Ben	Indianapolis	Indiana	317-548-2003
Peaper, Carleen	Indianapolis	Indiana	317-780-0840
Pang, Lisa	Indianapolis	Indiana	317-342-4200
Klingsmith, Jennifer	Indianapolis	Indiana	317-442-3598
Kuhn, Katherine	Indianapolis	Indiana	317-749-8512
Harris, Larry	Indianapolis	Indiana	239-246-4004
Osborne, Amy	Indianapolis	Indiana	317-563-5166
Regnier, Jessica	Lake Station	Indiana	219-314-3960
Comegys, Tiffany	Laporte	Indiana	219-928-0502
Collins, Kathy	Leavenworth	Indiana	812-739-2800

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Lyons, Kim	Lebanon	Indiana	765-325-2589
Lehman, Belinda	Linton	Indiana	812-798-4493
Millhouse, Rita	Monticello	Indiana	574-965-2527
Winans, Jarold	Muncie	Indiana	317-606-3663
Burczak, Darline	Munster	Indiana	219-546-1700
Hardy, Allison	Noblesville	Indiana	317-645-6217
Flaherty, Martin	Noblesville	Indiana	317-340-8801
Laver, Mike	Plainfield	Indiana	317-838-9741
Maynard, Amanda	Portage	Indiana	219-200-1022
Davenport, Thomas	Portage	Indiana	219-706-5137
Rittenhouse, Greg	Portland	Indiana	260-202-9040
Lebo, Kari	Rochester	Indiana	574-835-4933
Dreyer, Katherine	Sellersburg	Indiana	850-375-0878
Schoengart, Kim	Sellersburg	Indiana	432-278-4731
Dismore, Stacy	Sellersburg	Indiana	502-552-6766
Britt, Bennie	Westfield	Indiana	317-399-6176
Hurst, Dian	Westfield	Indiana	317-520-1660
Stephens, Deann	Winslow	Indiana	812-789-6773
Kramer, Stephanie	Zionsville	Indiana	463-777-2215
Jirak-Brungardt, Jennifer	Council Bluffs	Iowa	712-524-0850
Welsher, Cynthia	Des Moines	Iowa	515-601-8310
Tresnak, Rick	Dysart	Iowa	319-573-7209
Barton, David	Fort Dodge	Iowa	515-349-6106
Cole, Sandra	Iowa City	Iowa	972-903-1227
Griffith, Lisa	Kellogg	Iowa	641-526-3272
Wach, Paul	Lansing	Iowa	949-281-7444
Wilson, Angela	Logan	Iowa	712-644-3703
Mcfadden, Trisha	Norwalk	Iowa	515-400-7723
Kapadia, Dipti	West Des Moines	Iowa	515-257-3627
Hoschouer, Jennifer	Hiawatha	Kansas	785-741-5661
Battle, Marlene	Leawood	Kansas	214-629-2016
Freude, Pepe	Lenexa	Kansas	913-667-4455
Thompson, Holly	Olathe	Kansas	913-209-8340
Sweeney, Richard	Olathe	Kansas	913-802-3700
Kerns, Cherity	Osage City	Kansas	785-633-6715
Esposito, Jeanette	Overland Park	Kansas	913-904-4907
Sprague Costa, Amber	Parsons	Kansas	918-510-4499
Davis, Irene	Topeka	Kansas	785-580-8127
Henry, Donna	Wakefield	Kansas	785-571-0626
Hobday, Randy	Bowling Green	Kentucky	817-945-3240
Downing, Trisha	Crestwood	Kentucky	502-529-3181

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Hoard, Mark	Crestwood	Kentucky	502-291-1796
Schneider, Jennifer	Ft Mitchell	Kentucky	859-341-5093
Kirby, Teresa	Glasgow	Kentucky	270-843-9116
Collins, Michael	Irvine	Kentucky	606-975-1720
Daisey, Brenda	La Grange	Kentucky	502-742-4505
True, Amy	Louisville	Kentucky	502-767-6902
Evans, Shay	Louisville	Kentucky	502-214-5954
Beanblossom, Brent	Louisville	Kentucky	888-469-0410
Russell, Dave	Louisville	Kentucky	502-243-0553
Gliddon, Erin	Oak Grove	Kentucky	850-246-0032
Cadwell, Kent	Paducah	Kentucky	270-217-8062
Sanders, Angela	Paducah	Kentucky	270-556-0705
Underwood, Joseph	Union	Kentucky	859-488-1837
Battaglia, Susan	Versailles	Kentucky	859-229-9583
Wagner, Angelicia	Albany	Louisiana	985-320-5840
Pitre, Kelly	Baton Rouge	Louisiana	225-255-2171
Cathey, Macqueline	Baton Rouge	Louisiana	225-300-4790
Weitz, Sandra	Baton Rouge	Louisiana	225-757-9944
Lombardo, Sandra	Bossier City	Louisiana	210-563-5180
Roques, Theresa	Chalmette	Louisiana	504-812-9601
Duplechin, Annette	Deridder	Louisiana	337-226-5650
Decou, Kristi	Lafayette	Louisiana	501-258-2177
Tolbert, Ted	Lafayette	Louisiana	954-344-8060
Sias, Tonja	Lafayette	Louisiana	337-344-7861
Wallace, Adrian	Lake Charles	Louisiana	337-515-6960
Higgins, Tina	Lake Charles	Louisiana	337-405-7650
Julian, Brian	Mandeville	Louisiana	985-727-1817
Courville, Joseph	Marksville	Louisiana	318-295-1464
Guidry, Lisa	Marrero	Louisiana	504-516-2121
Geraci, Pamela	Metairie	Louisiana	504-510-2612
Tarleton, Terry	Metairie	Louisiana	504-439-4077
Ratliff, Laurie	Monroe	Louisiana	318-737-7691
Morris, Timothy	New Orleans	Louisiana	504-418-1606
Johnson, Bobby	New Orleans	Louisiana	504-407-3019
Hamilton, Ma Theresa	Norco	Louisiana	985-882-1238
Lasalla, Darren	Slidell	Louisiana	985-259-4707
Abney, Erin	Slidell	Louisiana	985-768-1733
Williams, Eileen	Slidell	Louisiana	504-858-0830
Reed, Catherine	Zachary	Louisiana	225-286-9129
Wilson, Tammy	Brunswick	Maine	207-841-7015
Anthony, Shana	North Waterboro	Maine	207-203-9030

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Coven, Casey	Annapolis	Maryland	443-852-1330
Halstead, Linda	Annapolis	Maryland	703-323-1230
Massie, Elfreda	Baltimore	Maryland	301-221-6155
Welsh, Jocelyn	Baltimore	Maryland	443-288-1808
Watkins, Wayne	Baltimore	Maryland	410-889-1392
Davis, Carl	Bowie	Maryland	301-704-8568
Healey, Rayvonne	Bowie	Maryland	301-494-4949
Anthony, Carlisa	Capitol Heights	Maryland	240-743-6330
Singleton, Beverly	Clinton	Maryland	301-856-6933
Peterson, Danielle	Columbia	Maryland	443-351-4115
Jackson, Lakeisha	Columbia	Maryland	443-445-0074
Cutrona, Carol	Columbia	Maryland	443-500-4077
Roden, Victoria	Darlington	Maryland	972-978-0072
Donnelly, Julann	Edgewater	Maryland	410-272-7447
Cline, Barbara	Frederick	Maryland	240-575-5966
Hooks, Jason	Frederick	Maryland	301-401-0850
Malnar, Michelle	Frederick	Maryland	301-514-8443
Remesz-Guerrette, Alicia	Frederick	Maryland	734-358-2817
Session, Beverly	Ft Washington	Maryland	301-832-4486
Borrego, Beth	Germantown	Maryland	240-876-0692
Shelton, Kelli	Germantown	Maryland	301-800-0232
Butler, Leslie	Germantown	Maryland	202-256-3779
Belletiere, Paula	Glen Burnie	Maryland	410-493-6922
Dixon, Talbert	Glen Burnie	Maryland	301-259-5071
Roberts, Kim	Hagerstown	Maryland	240-347-4868
Law, Christena	Havre De Grace	Maryland	443-243-1710
Wickham Jr, William	Joppa	Maryland	410-679-1888
Sampson, Linda	Kensington	Maryland	301-946-7777
Rothwell, Perry	Lexington Park	Maryland	240-237-8211
Shah, Kamin	Lutherville Timonium	Maryland	443-353-9842
Laudin, Riza	Marriottsville	Maryland	516-897-2625
Baker, Amy	Mechanicsville	Maryland	301-884-4500
Eyre, Kelly	Mechanicsville	Maryland	301-752-9417
Williams, Sharon	Mitchellville	Maryland	202-697-3928
Schoelen, Patrick	Mount Airy	Maryland	240-394-9622
Arroyo, Dale	Olney	Maryland	301-924-6222
Cutter, Melissa	Oxon Hill	Maryland	301-404-4174
Hoskins, Carrie	Parkville	Maryland	410-207-8788
Devous, Dennis	Pasadena	Maryland	443-702-7488
Ogbuka, Anthony	Randallstown	Maryland	954-344-8060
Lescallete, Carla	Salisbury	Maryland	443-523-5793

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Moreira, Joao	Severna Park	Maryland	301-456-0999
Tasman, Sharon	Silver Spring	Maryland	301-933-8640
Brumbaugh, Angela	Upper Marlboro	Maryland	240-206-6500
Riley, Martinique	Upper Marlboro	Maryland	202-308-0232
Darrin, Nancy	Waldorf	Maryland	240-448-8085
Patel, Hetal	Woodbine	Maryland	240-875-0420
Howell, Kimberly	Amesbury	Massachusetts	978-378-5221
Thompson, Denise	Andover	Massachusetts	978-973-0296
Doonan, Christopher	Billerica	Massachusetts	617-917-9652
Carbonaro, Peter	Boxford	Massachusetts	617-981-2599
Manigat, Rosenie	Brockton	Massachusetts	508-577-4432
Lynch, Joanne	Brockton	Massachusetts	508-857-8496
Fisher, Tiffany	Chelmsford	Massachusetts	978-799-2413
Dawson, Margaret	Concord	Massachusetts	978-460-5642
Kassiotis, Bob	Danvers	Massachusetts	617-543-5792
Reilly, Brenda	East Sandwich	Massachusetts	508-524-3700
Balan, Shiela	Everett	Massachusetts	857-204-3923
Carter, Christopher	Franklin	Massachusetts	954-344-8060
Marton, Amanda	Groton	Massachusetts	978-650-1002
Ford, Linda	Hanson	Massachusetts	781-294-2240
Orzeck, Justin	Haverhill	Massachusetts	978-702-4758
Read, Allison	Hyannis	Massachusetts	978-263-7795
Bull, Nicholas	Leominster	Massachusetts	978-227-5624
Mystal, Iljois	Malden	Massachusetts	781-299-4908
Adam, Regine	Manchester-By-The-Sea	Massachusetts	978-624-0001
Gallagher, Pamela	Mashpee	Massachusetts	508-681-0677
Pena, Yassory	Methuen	Massachusetts	351-667-2473
Registre, Gislene	Middleboro	Massachusetts	508-923-9783
Hunt, Lucian	Millbury	Massachusetts	774-243-9032
Viscomi, Lilia	Newton	Massachusetts	617-340-7150
Labelle, Jason	Pittsfield	Massachusetts	413-770-4842
Ebbs, Maureen	Plymouth	Massachusetts	508-746-4242
Smith, Sarah	Quincy	Massachusetts	781-217-4279
Arhin, Brittany Newlyn	Revere	Massachusetts	617-337-3736
Cushing, Wendy	Sagamore Beach	Massachusetts	508-888-1203
Crouch, Carrie	Salisbury	Massachusetts	978-807-5976
Burke, Dawn	Salisbury	Massachusetts	857-444-8872
Elias, Chuck	South Hadley	Massachusetts	413-322-9092
Velasquez, Hermese	South Walpole	Massachusetts	617-308-0506
Rice, Carol	Sudbury	Massachusetts	978-218-2700
Thomas, Stephen	Wakefield	Massachusetts	781-587-2947

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Chambo, Chris	West Springfield	Massachusetts	413-314-4120
Witter, Terrance	West Yarmouth	Massachusetts	508-280-0657
Fumicello, Carol	Woburn	Massachusetts	781-810-4060
Hansen, Tom	Worcester	Massachusetts	774-261-8160
Kleinlein, Steven	Allen Park	Michigan	248-798-9665
Vis, Ann Marie	Ann Arbor	Michigan	248-250-9507
Reynolds, Lisa	Applegate	Michigan	586-634-1260
Akers, Jen	Battle Creek	Michigan	269-420-1624
Aprill, Bill	Berkley	Michigan	248-268-1350
Valvo, Russ	Birmingham	Michigan	248-714-8839
Silverman, Erin	Bloomfield Hills	Michigan	248-430-5670
Dunn, Julie	Brighton	Michigan	810-986-0191
Roman, Charita	Canton	Michigan	734-730-4410
Visser, Lori	Cedar Springs	Michigan	616-263-1777
Gauld, Steven	Central Lake Road	Michigan	231-544-1082
Miller, Cindy	Charlotte	Michigan	517-588-1626
Tang, Heather	Clarkston	Michigan	248-238-5594
Elston, Elizabeth	Clio	Michigan	810-399-9437
White, Sarah	Davison	Michigan	810-368-4554
Beydoun, Ghassan	Dearborn	Michigan	813-648-8888
Howell, Carol	Dearborn	Michigan	313-378-6178
Thompson, Ruby	Detroit	Michigan	248-893-7566
Soda, Francesca	Detroit	Michigan	877-867-2089
Leach, Susan	Dowagiac	Michigan	269-235-5362
Tucker, Jo-Ellyn	East Lansing	Michigan	517-455-8128
Wallace, Nick	Grand Rapids	Michigan	616-204-0812
Downs, Anthony	Harrison Township	Michigan	586-333-4101
Peters, Melanie	Holland	Michigan	616-344-6650
Linnabary, Howard	Jackson	Michigan	517-764-7400
Carlson, Susan	Kalamazoo	Michigan	269-447-2329
Barringer Jr, Donald	Lansing	Michigan	989-402-3106
Aliseo, Andrea	Livonia	Michigan	248-234-3853
Conklin, Mike	Owosso	Michigan	989-723-4975
Prout, Joshua	Port Huron	Michigan	810-388-4573
Shane, Jeffrey	Rochester Hills	Michigan	248-515-3396
Bastos, Humberto	Rochester Hills	Michigan	646-400-4670
Hodge, Marybeth	Sanford	Michigan	989-687-4097
Rogers, Michele	Shelby Twp	Michigan	586-232-4904
McMahon, Jr, John	South Lyon	Michigan	248-277-5877
Olson, Caryl	St. Joseph	Michigan	269-982-0901
Hopkins, Rhonda	Stanwood	Michigan	239-400-2520

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Mattern, Lisa	Sterling Hts	Michigan	586-822-5705
Clements, Jamie	Temperance	Michigan	734-224-0113
Schmitz, Kim	Traverse City	Michigan	231-632-4158
Malik, Ambareen	Troy	Michigan	248-561-5644
Stoughton, Jason	Vicksburg	Michigan	269-806-3614
Alliaj, Ruzha	West Bloomfield	Michigan	248-410-6154
Ely, Annette	Whitehall	Michigan	231-747-0164
Sandberg, Todd	Aitkin	Minnesota	218-821-8933
Robertson, Jolene	Aitkin	Minnesota	218-508-2535
Chukwu, Valerie	Bloomington	Minnesota	763-285-2213
Gomer, Ann	Champlin	Minnesota	612-605-8415
Leesman, Maureen	Champlin	Minnesota	612-810-8253
Judd, Amanda	Chisholm	Minnesota	970-592-5887
Anderson, Terri	Coon Rapids	Minnesota	612-801-3643
Schmidt, Lori	Cottage Grove	Minnesota	651-348-7708
Bauer, Michelle	East Bethel	Minnesota	763-220-2110
Shani-Seemann, Ayelet	Eden Prairie	Minnesota	952-681-2232
Rigby, Mark	Eden Prairie	Minnesota	952-452-8941
Gonzalez, Cynthia	Eden Prairie	Minnesota	612-314-3814
Helmer, Lisa	Grant	Minnesota	651-303-7482
Myers, Timothy James	Hastings	Minnesota	952-228-6153
Anderson, Tami	Hastings	Minnesota	651-217-8120
Leitschuh, Cheryl	Lakeville	Minnesota	763-219-2070
Venkateswaran, Ruby	Maple Grove	Minnesota	763-400-6797
Madsen, Sunita	Minneapolis	Minnesota	952-300-7007
Cline, Michael	Minneapolis	Minnesota	612-615-0013
Ickes, Daniel	North Branch	Minnesota	954-761-5971
Mihm, Christopher	North Mankato	Minnesota	507-508-2162
Campbell, Jodi	Plymouth	Minnesota	651-264-1985
Zavala, Judith	Rochester	Minnesota	507-405-0260
Hess, Lisa	Rogers	Minnesota	612-324-7447
Dupree, Moleek	Saint Paul	Minnesota	651-321-1980
Heinzen, Jennifer	Shorewood	Minnesota	952-250-3524
Erickson, Eric	Warroad	Minnesota	218-416-1166
Cunningham, Andrea	Woodbury	Minnesota	651-448-4228
Tuckner, Michael	Woodbury	Minnesota	651-245-1779
Cracauer, Heather	Woodbury	Minnesota	651-300-9722
Vereen, Ashante	Biloxi	Mississippi	228-382-3141
Walker, Brenda	Biloxi	Mississippi	228-257-3753
Hildebrand, Chris	Brandon	Mississippi	601-591-7402
Vincent, Wendi	Columbia	Mississippi	801-549-7322

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Pollar Burke, Alisha	Gulfport	Mississippi	228-731-0082
Anderson, Pamela	Madison	Mississippi	601-259-7662
Brent, Beverly	Oxford	Mississippi	662-350-0645
Lott, Jamie	Petal	Mississippi	228-265-0387
Mcguire, Canidra	Walls	Mississippi	662-420-1355
Berry, Deborah	Augusta	Missouri	636-466-2419
Daming, Ken	Augusta	Missouri	636-283-0379
Rowland, Jeanette	Ballwin	Missouri	314-387-9083
Hayes, William	Branson	Missouri	417-527-0651
Spickler, Kelly	Camdenton	Missouri	573-836-2956
Switlik, Zeta	Cameron	Missouri	816-632-2420
Sauer, Elizabeth	Chesterfield	Missouri	636-778-2469
Petty, Danielle	Chesterfield	Missouri	636-778-2446
Lockwood, William David	Chesterfield	Missouri	636-235-0040
Rivera Alvarado, Edwin	Creve Coeur	Missouri	314-578-9930
Smith, Christy	Doniphan	Missouri	573-996-2427
Lawrence, Kent	Fenton	Missouri	636-492-1146
Echols, Emmath	Florissant	Missouri	314-227-0103
Wilhelm, Michael	High Ridge	Missouri	636-671-7152
Johnson, Paula	Hollister	Missouri	830-837-3093
Powers, William	Imperial	Missouri	636-218-9882
House, Mary Kathryn	Independence	Missouri	816-796-9400
Leuthardt, Tobias	Kansas City	Missouri	913-906-8050
Miller, Jerene	Kansas City	Missouri	954-344-8060
Beane, David	Kansas City	Missouri	816-741-5745
Orth, Robert	Kansas City	Missouri	816-744-8255
Spraul, Ryan	Kansas City	Missouri	913-358-6800
Nelson, Sandra	Kansas City	Missouri	816-808-8345
Helm, Tina	Lebanon	Missouri	417-991-1750
Lindsay, Mark	Lee's Summit	Missouri	816-777-2939
Pierce, Dustin	Nixa	Missouri	417-289-8942
Robinson, Karen	Osage Beach	Missouri	573-348-2833
Fogle, Angela	Peculiar	Missouri	816-406-4923
Koester, Steven	Saint Charles	Missouri	636-720-2776
Smoot, Kimberly	Saint Louis	Missouri	314-858-6065
Schoo, Ryan	Saint Louis	Missouri	314-303-1898
Cox, Angela	Smithville	Missouri	816-682-2613
Payne, Jarrett	Springfield	Missouri	417-631-7455
Schaefer, Allie	St Charles	Missouri	636-346-3111
Brengle, John	St Charles	Missouri	636-233-1612
Manzy, Sharon	St Louis	Missouri	314-925-8163



PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Witte, Stacey	St Louis	Missouri	314-282-7245
Ortbals, Patricia	St Peters	Missouri	636-970-7447
Hardy, Marvin	St. Charles	Missouri	636-433-6620
Bandy, Micheal	St. Louis	Missouri	503-946-8479
Lewis, Neal	St. Peters	Missouri	314-685-4070
Mcleod, Gail	Town & Country	Missouri	314-786-5720
Lilley, Craig	Weldon Spring	Missouri	636-244-4557
Russell, Jason	Wentzville	Missouri	636-856-0871
Demarco, Raymond	Wentzville	Missouri	636-578-7536
Bedford, Zoe	Bigfork	Montana	406-471-7682
Wenger, Matthew	Bozeman	Montana	949-429-0770
Welnel, Shannon	Helena	Montana	406-422-4978
Lee, Deborah	Kalispell	Montana	406-885-6509
Kay, Iris	Kalispell	Montana	406-898-7584
Nelson, Marla	Kalispell	Montana	406-609-0755
Luebe, Janis	Bee	Nebraska	928-636-0184
Patel, Darsanbhai	Bellevue	Nebraska	402-714-1077
Williams, Laura	Elkhorn	Nebraska	402-334-4120
Ramig, Sherry	Lewellen	Nebraska	303-810-5216
Marr, Erin	Lincoln	Nebraska	402-875-5035
Webber, Sherry	Omaha	Nebraska	402-457-4406
Headley, Rebecca	Plattsmouth	Nebraska	402-297-2963
Sinsel, Lisa	Upland	Nebraska	308-830-2121
Howard, Anthony	Dayton	Nevada	775-241-3390
Perez, Georganna	Gardnerville	Nevada	626-787-1141
Lombardo, Rita	Henderson	Nevada	720-226-9333
Bouchard, Betty	Henderson	Nevada	702-457-2789
Armstrong, David	Henderson	Nevada	702-823-5763
Mier, Margarita	Henderson	Nevada	702-829-0377
Foresi, Robin	Henderson	Nevada	702-582-0314
Rush, Carol	Las Vegas	Nevada	702-798-7874
Romano, Mia	Las Vegas	Nevada	702-550-7886
Paul, Erin	Las Vegas	Nevada	805-535-3600
Altavas, Heinrich Chester Ramos	Las Vegas	Nevada	725-910-8117
Kriethe, Julie	Las Vegas	Nevada	702-370-2238
Askia, Malik	Las Vegas	Nevada	702-439-9232
Roque, Milagros	Las Vegas	Nevada	725-300-5277
Silva, Matthew	Las Vegas	Nevada	702-530-6282
Greenspon, Ricki	Las Vegas	Nevada	702-321-5101
March, Hahn	Las Vegas	Nevada	800-961-1748
Bliesner, Susan	Las Vegas	Nevada	702-850-0393

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Meeks, Tina	Las Vegas	Nevada	917-658-8740
Colenzo, Kim	Minden	Nevada	707-292-7312
Phoenix, Charles	North Las Vegas	Nevada	954-344-8060
Henderson, Shawn	North Las Vegas	Nevada	702-885-0222
Sweeney, Carolyne	Pahrump	Nevada	725-696-8600
Williams, Gail	Reno	Nevada	561-223-7377
Berry, Lori	Reno	Nevada	650-533-8072
Gousev, Mary	Reno	Nevada	775-332-0580
Hollingsworth, Vaughn	Reno	Nevada	775-544-6792
Rowe, Wayne	Reno	Nevada	775-501-5631
Allen, Debbie	Sparks	Nevada	775-770-4402
Boura, Jennifer	Sparks	Nevada	530-774-0114
Criddle, Carole	Sparks	Nevada	775-626-0202
Bernstein, Eric	Brookline	New Hampshire	603-732-0334
Dimaggio, Patricia	Croydon	New Hampshire	603-863-1758
Ferreira, Doug	Derry	New Hampshire	603-490-9622
St. Pierre, Joe	Derry	New Hampshire	603-421-0621
Leedberg, Ann	Hampstead	New Hampshire	603-404-1705
Modjeska, Sharon	Haverhill	New Hampshire	603-989-2026
Paladino, Lisa	Manchester	New Hampshire	978-717-1816
Visco, Barbara	Merrimack	New Hampshire	603-377-7569
Williams, Dennis	N. Hampton	New Hampshire	603-964-7447
Canavan, Denise	Nashua	New Hampshire	603-459-8238
Lacroix, Kristy	Newton	New Hampshire	603-382-3596
Edwards, David	Salem	New Hampshire	603-560-0050
Magoon, Harold	Salem	New Hampshire	603-425-3537
Meli, Gregory	Allenwood	New Jersey	848-878-3333
Case, Rob	Annandale	New Jersey	908-388-4919
Sullivan, Mary Beth	Annandale	New Jersey	908-752-4976
Kemmerer, Linda	Atlantic City	New Jersey	609-290-1199
Nguyen, Ngan	Atlantic City	New Jersey	954-344-8060
Johnson, Pamela	Atlantic Highlands	New Jersey	848-300-8117
Wild, Tracy	Avenel	New Jersey	732-423-3605
Gutchigian, Mary Ann	Beach Haven Crest	New Jersey	609-467-7979
Tietjen, Michael	Belvidere	New Jersey	908-453-4307
Verma, Nishant	Berkeley Heights	New Jersey	908-517-1107
Neske, Sande	Bloomsbury	New Jersey	908-995-7013
Tew, Alicia	Bound Brook	New Jersey	813-760-0821
Duffy, Christine	Brick	New Jersey	848-298-1431
Jones, Linda	Brick	New Jersey	732-256-1364
Tu, Jennifer	Brick	New Jersey	732-966-3302

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Cassie, Cheryl	Brick	New Jersey	732-966-6714
Pallaki, Sheila	Bridgewater	New Jersey	908-393-9815
Fresco, Cindy	Clark	New Jersey	732-381-4386
Tilton, Maria	Clarksburg	New Jersey	732-410-8962
Senus, Arlene	Cookstown	New Jersey	954-344-8060
Desai, Bhavesh	Cream Ridge	New Jersey	908-287-2835
Logue, Jerry	Delanco	New Jersey	856-255-5056
Kundan, Shavana	East Orange	New Jersey	973-803-9838
Han, Nancy	Edgewater	New Jersey	347-921-0887
Zirpola, Janet	Edison	New Jersey	732-662-3402
Gray, Dawn	Edison	New Jersey	732-742-8785
Khetarpaal, Sanjay	Englishtown	New Jersey	848-373-1642
Moriano, Frank	Fairfield	New Jersey	888-742-1499
Cianci, Lois Ann	Flanders	New Jersey	973-584-3155
Gagliardo, Diane	Flemington	New Jersey	908-905-0555
Schwartz, Catherine	Forked River	New Jersey	908-406-0693
Marino, David	Forked River	New Jersey	732-966-3422
Pollack, Monica	Franklin Lakes	New Jersey	201-485-7771
John, Brian	Freehold	New Jersey	732-993-7713
Dronne, Joy	Freehold	New Jersey	732-252-9626
Kaminsky, Shelly	Freehold	New Jersey	732-801-4151
Chiurazzi, Janet	Glen Gardner	New Jersey	732-404-1687
Macgregor, Ruth	Hainesport	New Jersey	609-914-4530
Patel, Girish	Hillsborough	New Jersey	9083975988
Gallina, Lisa	Hillsdale	New Jersey	201-694-9115
Garone, Denise	Holmdel	New Jersey	732-888-0016
Delurski, Christine	Hopatcong	New Jersey	973-222-9141
Egan, Terrence	Howell	New Jersey	718-619-5464
Grant, Qwana	Howell	New Jersey	848-444-3515
Borges, Brunilda	Iselin	New Jersey	973-517-4474
Allen, Cynthia	Layton	New Jersey	973-948-9694
Feldman, Jared	Livingston	New Jersey	973-828-8800
Waclawik, Mary Ann	Long Branch	New Jersey	732-397-3626
Robbins, Fran	Marlton	New Jersey	856-465-3172
Russo, Azenith Kaye	Martinsville	New Jersey	908-947-8887
Reyes, Angeli	Matawan	New Jersey	848-310-1910
Chan, Sue	Matawan	New Jersey	732-765-8033
Frieder, Evan	Mendham	New Jersey	908-300-9448
Kozma, Hortensia	Mendham	New Jersey	973-543-5316
Wells, Kobie	Metuchen	New Jersey	732-253-4195
Lowell, Nancy	Monroe Township	New Jersey	609-423-4802

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Mankin, Bob	Monroe Twp	New Jersey	908-421-3647
Pope, Matilde	N. Caldwell	New Jersey	973-521-9030
Arrunategui, Hans	North Caldwell	New Jersey	954-344-8060
Given, Michael	North Plainfield	New Jersey	908-769-8998
Costa, Benjamin	Nutley	New Jersey	973-798-2493
Abady, Marc	Ocean	New Jersey	732-614-3239
Mount, Michele	Old Bridge	New Jersey	201-344-6062
Roman, Ivelisse	Paramus	New Jersey	201-694-4028
Harsell, John	Pennington	New Jersey	609-439-1855
Houston, Betty	Pompton Lakes	New Jersey	973-835-8556
Cavalli, Cheryl	Robbinsville	New Jersey	609-577-4872
Willms, Randall	Rockaway	New Jersey	973-347-5900
Reynolds, Thomas	Sayreville	New Jersey	732-900-2593
Debritto, Debra	Sayreville	New Jersey	732-238-1932
Triana, Daniel	Sea Bright	New Jersey	732-998-7673
Nolin, Nancy	Sea Girt	New Jersey	808-785-1330
Moronta, Ismael	Secaucus	New Jersey	201-832-6040
Mcintyre, Michaeline	Sewell	New Jersey	856-282-1616
Hagan, Heather	Sicklerville	New Jersey	856-481-2606
Seidman, Adam	Sicklerville	New Jersey	856-209-5559
Penn, Marjorie	Sicklerville	New Jersey	856-883-8055
Roman, Rachel	South Amboy	New Jersey	732-443-0598
Fields-Marshall, Margaret	South Orange	New Jersey	973-382-2799
Molbury, Sylvia	Sparta	New Jersey	973-940-0202
Warren, Jeanette	Stewartsville	New Jersey	908-627-6667
Yoffe, Eccs, Nancy	Summit	New Jersey	864-579-3082
Walsh, Donna	Summit	New Jersey	973-339-3000
Mcphail, Lawrence	Sussex	New Jersey	732-982-7847
Hariegel, Lisa	Swedesboro	New Jersey	856-324-6413
Jones, Christin	Teaneck	New Jersey	201-836-0184
Whelan, Jill	Vineland	New Jersey	609-467-8747
Mcnaair, Jacqueline	Voorhees	New Jersey	856-408-4408
Mackey, Brian	Waldwick	New Jersey	201-857-5088
Conoval, Linda	Wanaque	New Jersey	201-315-3424
Cura, Christine	Warren	New Jersey	908-864-3836
Rooks, Talayia	Warren	New Jersey	908-300-2406
Azari, Mehrmosh	Warren	New Jersey	201-723-0092
Singhchai, Rosary	Wayne	New Jersey	7328410669
Melhorn, Lorraine	Wharton	New Jersey	973-442-2727
Semcer, Melissa	Whitehouse Station	New Jersey	908-699-0555
Malecki, Andrew	Whitehouse Station	New Jersey	908-200-1320

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Lunt, Debra	Williamstown	New Jersey	609-238-7321
Daugherty, Clark	Willingboro	New Jersey	609-556-9066
Surat, Susan	Wyckoff	New Jersey	201-485-8751
Lovell, Amy	Albuquerque	New Mexico	505-520-6454
Peake, Brad	Albuquerque	New Mexico	505-933-2563
Wright, Darin	Farmington	New Mexico	505-787-2192
Jones, Isabelle	Placitas	New Mexico	505-404-8406
Busch, Jennifer	Amherst	New York	716-939-7661
Jemmott, Ronald	Amsterdam	New York	518-290-3028
Rivalsi, Steven	Armonk	New York	914-273-3387
Dicostanzo, Michael	Astoria	New York	718-777-0418
Arluck, Andy	Atlantic Beach	New York	516-330-0573
Hill, Renee	Attica	New York	585-535-4143
Paul, Dody	Avon	New York	585-226-6558
Korte, Sheila	Babylon	New York	631-893-4232
Rodden, Eleanor	Baldwin	New York	516-524-3073
Vanderwater, Kristen	Baldwinsville	New York	315-753-0524
Lyons, Patricia J	Baldwinsville	New York	315-720-1909
Lappin, Bill	Baldwinsville	New York	315-635-8261
Davila Hernandez, Rebeca	Ballston Lake	New York	518-248-5318
Byrd, Kareem	Bay Shore	New York	631-358-3096
Giugno, Maria	Bronx	New York	954-698-4475
Stead, John	Bronx	New York	347-398-8653
Thomas, Karen	Bronx	New York	917-856-2546
Ramos, Lou	Bronx	New York	718-708-5983
Cuvilje, Michael	Bronx	New York	718-974-0786
Maurer, Ryan	Bronx	New York	929-430-4450
Lindo, Ivette	Brooklyn	New York	718-576-1275
Dash, Maurisha	Brooklyn	New York	718-709-4714
Vargas, Toni	Brooklyn	New York	718-513-8709
Jirau, Kathy	Brooklyn	New York	718-360-4741
Walls, Dalonda	Buffalo	New York	716-867-4599
Boyer, Martha	Camillus	New York	315-956-4418
Young, Reggie	Cicero	New York	315-885-8157
Wolfe, Patricia	Clifton Park	New York	518-992-5100
Robertson, Deborah	Commack	New York	631-343-3130
French, Carol	Cortland	New York	607-423-6351
King, Nicole	Croton On Hudson	New York	914-373-9804
Davidson, Bill	E. Meadow	New York	516-515-9594
Fisher, Richard	East Islip	New York	631-581-5653
Rich, Tom	East Meadow	New York	516-287-5509

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Wilson, Alissa	East Patchogue	New York	631-569-0304
Mcgeary, Debbie	East Rockaway	New York	516-602-9226
Frederique, Cleasin	Elmont	New York	516-673-7471
Guignard, Abigail	Elmont	New York	516-888-9191
Stephens, Rose Ann	Elwood	New York	516-885-4019
Fagan, Dane	Esperance	New York	518-949-4575
Rocha, Diane	Farmingdale	New York	516-293-0710
Winfield, Maryellen	Fishkill	New York	845-636-4620
Karnavat, Roshni	Forest Hills	New York	718-997-8888
Davide, Linda	Grand Island	New York	716-220-4470
Francis, Diane	Grand Island	New York	716-830-1525
Nyholm, Christine	Hauppauge	New York	631-774-9202
Rogers, Jennifer	Honeoye	New York	585-484-1630
Gonzalez, Patricia	Huntington	New York	516-620-0855
Zimmerman, Stephen	Huntington Station	New York	631-601-6459
Chester, David	Irvington	New York	914-523-4345
Parker, Kathy	Jay	New York	518-569-2967
May, Mary	Johnson City	New York	607-217-4786
Quigley, Joan	Kingston	New York	845-481-2206
Evans, Thomas	Lagrangeville	New York	845-447-2244
Perron, Amy	Lancaster	New York	716-458-0755
Farrar, Ronald	Lancaster	New York	716-475-9542
Tarlov, Gary	Levittown	New York	516-558-2630
Gargan, Keith	Levittown	New York	516-345-4575
Cornish, Mary Pat	Marcellus	New York	315-673-7310
Perdue, Julia	Massapequa	New York	516-324-5473
Smithwick, Edward	Massapequa Pk	New York	516-366-7027
Jenik, Leonard	Medford	New York	321-215-7777
Borell, Gianna	Merrick	New York	516-771-8500
Shamro, Rosa	Middletown	New York	845-809-4167
Rice-Nelson, Michele	Miller Place	New York	631-504-1806
Vatalaro, Judene	New Baltimore	New York	518-444-4722
Ryan, Laura	New City	New York	845-634-4749
Sledge, Debra	New Hyde Park	New York	516-528-3663
Kraus, Kathe	New Paltz	New York	845-489-8918
London, Kathy	New Rochelle	New York	914-649-4064
Mcgloster, Abigail	New York	New York	646-229-8549
Seechung, Porsha	New York	New York	917-274-7997
Robles, Fernview	New York	New York	917-934-3800
Underwood, Durinda	New York	New York	917-434-0260
O'Connor, John	New York	New York	212-722-7802

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Blaney, Louise	New York	New York	9177476259
Palekar, Maya	New York	New York	347-569-6298
Arlia, Angelina	New York	New York	212-595-5697
Miranda, Linda	Newburgh	New York	845-670-4700
Simulcik, Garrett	North Babylon	New York	631-274-5490
Lindner, Dan	Oceanside	New York	516-661-2674
Giarretto, Mike	Oyster Bay	New York	516-922-7873
Carson, Eileen	Pearl River	New York	845-709-9200
Welsch, Deborah	Penfield	New York	585-433-0113
Giordano, Tiffany	Penfield	New York	585-746-2383
Derousie, George	Pennellville	New York	315-676-2412
Rosen, Gail	Port Jefferson Station	New York	631-509-0502
Rolison, Lori	Poughkeepsie	New York	845-797-8722
Hogg, William	Poughkeepsie	New York	845-559-0679
Blackwood, Delrita	Queens	New York	347-894-5694
Meglynn, Christopher	Rhinebeck	New York	845-309-2429
Sugrue, Deborah	Rockaway Park	New York	917-929-4260
Viotto, Sharon	Rockville Centre	New York	516-867-7215
Livingston, Felicia	Rush	New York	585-278-7726
Biggins, Kathy	Rushville	New York	585-507-7434
Moore, William	Saratoga Springs	New York	518-886-1730
Eng, Sally	Scarsdale	New York	914-509-5278
Gioia, Janet	Schenectady	New York	518-573-6404
Kusek, John	Schenectady	New York	518-605-1249
Bzdell, Lisa	Scotia	New York	518-801-2701
Ajodhia, Donald	Searingtown	New York	917-400-4991
Stanley, Renee	Shandaken	New York	845-443-5921
Dempsey, Jessica	Smithtown	New York	631-780-6195
Sorice, Kristen	Somers	New York	914-906-8799
Douglass, Mark	South Salem	New York	914-361-4834
Stuart, Micki	St. Albans	New York	718-360-9279
White, Arlene	Staten Island	New York	718-984-1010
Christie, Kevin	Staten Island	New York	718-447-5994
Thomas, Craig	Staten Island	New York	917-781-2244
Orlowski, Karen	Staten Island	New York	718-980-4786
Medrano, Carla	Staten Island	New York	315-601-3453
Shepard, Shirley	Staten Island	New York	917-667-8922
Ohanyan, Mara	Sunnyside	New York	347-856-8849
Alex, Alosch	Tomkins Cove	New York	914-236-4461
Hayward, Ann	Valley Cottage	New York	845-268-6822
Montevecchio, Carol	Victor	New York	585-310-2220

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Mungkhalodom, Darren	Victor	New York	585-991-3858
Joseph, Zanette	Wappingers Falls	New York	646-894-5035
Sterner, Toni	Wayland	New York	585-213-8337
Martin, Dotti	West Babylon	New York	631-888-1009
Hicks, Harry	West Lebanon	New York	518 391 2542
Aulita, Sylvia	White Plains	New York	914-609-4313
Arleo, Thomas	White Plains	New York	914-615-9525
Tyson, Madelyn	Asheville	North Carolina	704-445-7001
Frost, Marjorie	Asheville	North Carolina	828-423-2635
Michalski, Janette	Blowing Rock	North Carolina	828-773-7144
Bell, Scott	Broadway	North Carolina	910-301-2505
Seamans, Ashley	Browns Summit	North Carolina	336-362-6051
Stephens, Angela	Carolina Beach	North Carolina	910-599-8285
Royall, Leah	Cary	North Carolina	910-231-7835
Forrest, Dominique	Cary	North Carolina	919-586-8687
Amin, Chirag	Cary	North Carolina	919-999-8171
Moore, Jodi	Cashiers	North Carolina	828-482-2525
Shah, Deborah	Chapel Hill	North Carolina	919-205-3216
Merrin, Scott	Chapel Hill	North Carolina	919-525-2363
Raia, Melanie	Charlotte	North Carolina	919-234-3984
Fowlkes, Maryann	Charlotte	North Carolina	704-996-7658
Patel, Priyank	Charlotte	North Carolina	704-315-6232
Bass, Stephanie	Charlotte	North Carolina	980-987-9037
Walter, Barbara	Charlotte	North Carolina	980-785-0850
Thompson Jr, Sequoyah	Cherokee	North Carolina	8287886190
Fults, Brian	China Grove	North Carolina	651-442-7577
Pagliocca, Michael	Clayton	North Carolina	407-877-7414
Tascione, Tony	Cornelius	North Carolina	704-896-5724
Ehrlich, Joanne	Denver	North Carolina	516-244-8958
Powell, Timothy	Denver	North Carolina	980-434-8636
Caldwell, Brenda	Durham	North Carolina	919-471-4513
Krawczyk, Savannah	Eastover	North Carolina	904-990-4282
Gordon, Marcelle	Fayetteville	North Carolina	910-491-8374
Barron-Mills, Amanda	Fayetteville	North Carolina	336-999-3411
Wiggins, Dustin	Fort Liberty	North Carolina	801-599-8157
Adams, Mary Ann	Fuquay Varina	North Carolina	919-868-7269
Bliley, Rhonda	Gastonia	North Carolina	828-310-6721
Wood, Lana	Glennville	North Carolina	828-743-0500
Mcdiarmid, Jan	Greensboro	North Carolina	336-790-8911
Brown, Chandra	Greensboro	North Carolina	434-305-6449
Maurer, Virginia	Greensboro	North Carolina	336-422-6353



PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Gibson, Caitlin	Havelock	North Carolina	252-422-1577
See, Bonnie	Hendersonville	North Carolina	828-435-2078
Turnmyre, Nicole	Hickory	North Carolina	828-270-7858
Waeschle, David	High Point	North Carolina	336-307-5302
Milligan, Tracy	Holly Springs	North Carolina	919-271-5969
Brooks, Karl	Huntersville	North Carolina	704-992-2096
Bower, Laveria	Huntersville	North Carolina	704-506-9499
Ward Anderson, Jaimee	Indian Trail	North Carolina	704.628.5180
Gyr, Tracy	Leland	North Carolina	412-269-0575
Roberts, Jeffrey	Leland	North Carolina	910-833-8250
Williams, Deborah	Matthews	North Carolina	980-408-1588
Haole, Janet	Midland	North Carolina	704-698-7981
Hathaway, Eric	Mooresville	North Carolina	704-351-6027
Finley, Dana	Mooresville	North Carolina	704-807-0646
Freeman, Mary Anne	Morganton	North Carolina	828-764-4189
Zachar, Korneliya	Morrisville	North Carolina	919-737-7537
Sparks, Amanda	Mount Airy	North Carolina	336-755-0257
Guard, Jonna	Moyock	North Carolina	757-550-1569
Corsillo, Joseph	Mt Holly	North Carolina	704-898-4542
Bruce, Judith	Murphy	North Carolina	828-837-8399
Johnson, Amoira	Nw Concord	North Carolina	980-242-0423
Overcash, Tammy	Oak Ridge	North Carolina	336-681-0241
Ormston, Alice	Pinehurst	North Carolina	910-585-4735
Flannelly, Gerard	Pinetown	North Carolina	252-582-0025
Parmley, Oliver	Pineville	North Carolina	980-207-9749
Riemer, Kimberly	Pittsboro	North Carolina	678-786-9463
Finley, Vicki	Raleigh	North Carolina	919-891-0027
Milligan, Jamie	Raleigh	North Carolina	919-629-4086
Trauschke, Janette	Raleigh	North Carolina	501-303-0000
Ford, Heather	Rockwell	North Carolina	704-239-7779
Nelson, Jaine	Saluda	North Carolina	612-802-8810
Dicola, Lina	Southport	North Carolina	540-656-2530
Driggers, Mellanie	Sparta	North Carolina	843-864-3422
Gallant, April	Statesville	North Carolina	704-508-1972
Boan, Kristin	Statesville	North Carolina	704-761-8512
Losito-Forde, Laura	Summerfield	North Carolina	336-209-6444
Taylor, Lloyd	Tabor City	North Carolina	910-653-2607
Joyce, Teri	Troutman	North Carolina	704-230-4329
Wincklhofer Jr, Joseph	Wake Forest	North Carolina	843-821-6862
Orvis, Tess	Wake Forest	North Carolina	919-649-4232
Cores, Steve	Wake Forest	North Carolina	614-329-2529

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Darling, Kyle	Washington	North Carolina	919-760-3225
Capreol, Ashley	Waxhaw	North Carolina	980-339-7831
Balassy, Tamas	Waxhaw	North Carolina	704-856-3110
Hanna, Deborah	West Jefferson	North Carolina	336-877-2635
Griffith, Patricia	Wilmington	North Carolina	910-520-2202
Francois, Lisa	Wilson	North Carolina	910-660-0960
Dean, Edward	Winston Salem	North Carolina	336-896-3013
Evans, Elizabeth	Grand Forks	North Dakota	609-784-3372
Clemens, Tammy	West Fargo	North Dakota	701-793-8892
Nixon, Beth	Brunswick	Ohio	216-402-3275
Cloud, Katherine	Canal Winchester	Ohio	614-829-3273
Luke, Angela	Carroll	Ohio	614-202-1637
Akinbi, Medinat	Cincinnati	Ohio	513-275-7397
Witte, Beth	Cincinnati	Ohio	513-831-2789
Laduke, Alan	Clarksville	Ohio	513-276-3618
Barnes, Mamawa	Columbus	Ohio	614-368-2482
Miller, Brian	Columbus	Ohio	614-799-1390
Lewis, Wendolyn	Dayton	Ohio	937-520-3502
Hutton, Billy	Dayton	Ohio	937-472-8326
Williams, Christopher	Dayton	Ohio	937-369-6443
Newkirk, Debra	Dayton	Ohio	937-312-9090
Carr, Deanna	Delaware	Ohio	516-513-2736
Lamar, Nicole	Delaware	Ohio	614-897-0395
Mcinerney, Renee	Dublin	Ohio	614-763-5455
Vogelsong, Stephanie	Dublin	Ohio	614-792-9198
Jefferson, Richard	Euclid	Ohio	216-373-6602
Mills, Jill	Granville	Ohio	740-648-2721
Todd, David	Grove City	Ohio	614-309-9600
Starcher, Brian	Hilliard	Ohio	614-551-4598
Fahling, Julia	Howard	Ohio	330-275-2144
Lopez, Paudy	Lewis Center	Ohio	614-600-5551
Kates, Rick	Liberty Twp	Ohio	513-779-0079
Hogan Jr., Ed	Lima	Ohio	567-712-2337
Norton, Douglas	Lima	Ohio	4199799175
Hollingsworth-Derose, Laura	London	Ohio	380-201-8433
Griffith, Delores	Lorain	Ohio	440-902-0938
Bailey, Tracy	Maineville	Ohio	513-334-4434
Husbands, Susan	Mansfield	Ohio	419-589-2427
Steward, Lori	Mansfield	Ohio	419-989-2525
Stratton, Sherry	Martins Ferry	Ohio	740-633-3933
Zeneri, Michael	Massillon	Ohio	330-834-9884

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Briner, Kevin	Maumee	Ohio	419-740-5840
Brooks, Judy	Maumee	Ohio	419-865-0998
Kiehnau, Karen	Medina	Ohio	330-410-5869
Juneja, Heather	Mentor	Ohio	440-463-4903
Dotzauer, Jen	Mount Orab	Ohio	513-612-0067
Beheler, Samantha	Mount Vernon	Ohio	419-540-0095
Puckett, Kerry	New Franklin	Ohio	330-310-4531
Hebert, Helen	North Olmsted	Ohio	440-522-7060
Williams, Dina	North Royalton	Ohio	440-384-0116
Grennay, Heather	Oakwood	Ohio	419-980-6783
Wlodarski, Starr	Perrysburg	Ohio	419-874-4222
Smith, Joshua	Powell	Ohio	614-401-2670
Martin, Jennifer	Sandusky	Ohio	419-796-2692
Taylor, Andre	Shaker Heights	Ohio	216-810-5343
Mull, Melody	Springboro	Ohio	513-425-9292
George, Scott	Sunbury	Ohio	614-402-2363
Bixler, Phyllis	Toledo	Ohio	567-868-0030
Haasz, Dana	Uniontown	Ohio	330-417-6695
Disanti, Maria	Uniontown	Ohio	330-907-1491
Lang, John	University Heights	Ohio	216-538-3069
Halstead, Russell	Wakeman	Ohio	567-351-6185
Smith, Nathan	Waterville	Ohio	567-318-2345
Copeland, Cheryl	Westerville	Ohio	614-500-8747
Barker, Karla	Wilmington	Ohio	937-475-9398
Anderson, David	Ada	Oklahoma	580-665-6632
Broughton, Lamarr	Broken Arrow	Oklahoma	918-442-5642
Bruno, Carl	Claremore	Oklahoma	973-835-2005
Morgan, Teresa	Claremore	Oklahoma	918-824-9514
De Jong, Rudy	Edmond	Oklahoma	405-340-1515
Kirby, Lynn	Edmond	Oklahoma	405-348-2272
Carter, Ruth	Luther	Oklahoma	206-919-1288
Smith, Aaron	Mcalester	Oklahoma	539-995-2789
Burk, Diana	Newcastle	Oklahoma	405 778 5445
Kautz, Rolanda	Norman	Oklahoma	405-404-7502
Bender, Arthur	Oklahoma City	Oklahoma	405-626-1085
Murphy, Marcie	Oklahoma City	Oklahoma	405-286-5566
Lane, Lezlie	Oklahoma City	Oklahoma	405-509-5012
Jones, Roxie	Oklahoma City	Oklahoma	405-640-2157
Lackey, Tammy	Oklahoma City	Oklahoma	434-242-1216
Mclaren, Janet	Tulsa	Oklahoma	972-231-0066
Smith, Mary	Tulsa	Oklahoma	918-805-6990

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Shannon, Lisa	Tulsa	Oklahoma	918-720-5457
Golden, Katie	Beavercreek	Oregon	971-347-4977
Mullen, Julie	Canby	Oregon	503-610-6899
Flatt, Cassandra	Condon	Oregon	541-384-2300
Flippo, Ida	Damascus	Oregon	503-658-7215
Chapman, Leah	Eugene	Oregon	541-904-5412
Morrill, William	Eugene	Oregon	541-510-7372
Thune, Debra	La Pine	Oregon	541-800-0411
Cooke, Christy	Newberg	Oregon	503-550-0000
Tricoche, Carol	Oregon City	Oregon	909-758-0926
Johnson, Cheryl	Portland	Oregon	503-705-2698
Monkewicz, Christina	Portland	Oregon	503-333-3444
Mcgee, Anne	Portland	Oregon	503-481-7411
Bozart, Rebecca	Ranier	Oregon	971-340-8660
Hussey, Debra	Stayton	Oregon	971-334-1872
Rife, Teresa	Sunriver	Oregon	541-480-2020
Nass, Kari	Tigard	Oregon	503-443-6860
Vuilleumier, Angeliq	Tigard	Oregon	971-435-7710
Moss, Jo-Ann	West Linn	Oregon	503-656-5005
Schellenbaum, James	Ardmore	Pennsylvania	310-546-9618
Mason, Glen	Beaver	Pennsylvania	724-728-5462
Cobette, Leah	Bensalem	Pennsylvania	215-431-3153
Ekvall, Robert	Bernville	Pennsylvania	843-400-3059
Weller, Aaron	Bethlehem	Pennsylvania	610-653-8031
Wilkinson, Doris	Biglerville	Pennsylvania	717-798-9419
Copus, Amy	Bridgeville	Pennsylvania	412-655-3418
Somers, Karen	Center Valley	Pennsylvania	610-349-1276
Conseal, Sheryl	Collegeville	Pennsylvania	610-287-2798
Cuchran, Paula	Danielsville	Pennsylvania	610-428-1034
Rogers, Elaine	Elverson	Pennsylvania	610-469-2241
Daley, Charlene	Essington	Pennsylvania	610-909-4795
Reynolds, John	Evans City	Pennsylvania	814-720-3955
Collins, Rhonda	Evans City	Pennsylvania	412-629-7359
Otsuka, Kinjiro	Feasterville-Trevo	Pennsylvania	267-214-5460
Bonetti Beutel, Kara	Freemansburg	Pennsylvania	845-280-0970
Baker, Leslie	Gettysburg	Pennsylvania	240-415-0978
Robb, Lisa Gillespie	Gibsonia	Pennsylvania	412-407-7165
Murphy, Amy	Glenshaw	Pennsylvania	412-223-5340
Valaika, David	Harleysville, Pa	Pennsylvania	954-344-8060
Reeves, Barbara	Harrisburg	Pennsylvania	717-418-8637
Lane, Gregory	Harrisburg	Pennsylvania	717-234-2255

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Tindale, Timothy	Harrisburg	Pennsylvania	347-654-5042
Konopka, Patrick	Harrison City	Pennsylvania	412-420-8569
Sherwood, John	Hatboro	Pennsylvania	215-431-9008
Faison, Rita	Hatboro	Pennsylvania	267-551-8300
Kauffman, David	Havertown	Pennsylvania	610-228-4709
Polovoy, Joe	Jamison	Pennsylvania	215-491-2050
Delcarlino, Stephen	Jenkintown	Pennsylvania	610-368-0908
Rummell, Anita	Johnstown	Pennsylvania	724-421-4223
Myers, Leslie	King Of Prussia	Pennsylvania	484-704-7081
Ashba, Kara	Lancaster	Pennsylvania	717-826-0670
Armstrong, Jane	Landisburg	Pennsylvania	717-789-9888
Cantillo, Leslie	Langhorne	Pennsylvania	215-497-9572
Schrack, Stephen	Langhorne	Pennsylvania	215-516-7733
Kara, Jessica	Laurys Station	Pennsylvania	484-273-2343
Trolli, Kathy	Levittown	Pennsylvania	215-943-1392
Meller, Karen	Macungie	Pennsylvania	610-421-6429
Digiorno, Keith	Mcdonald	Pennsylvania	724-492-1888
Rosa, Jen	Mckees Rocks	Pennsylvania	732-641-3500
Sherrod, Cynthia	Meadville	Pennsylvania	814-332-0007
Greenawalt Jr., Jack	Mechanicsburg	Pennsylvania	717-612-6601
Ehret, Jeff	Mertztown	Pennsylvania	610-770-6030
Svolto-Patterson, Elizabeth	Middletown	Pennsylvania	717-215-5982
Barrow, Rickricia	Milford	Pennsylvania	570-832-3855
Soi, Virender	Murrysville	Pennsylvania	412-721-0320
Willwerth, Lori	New Holland	Pennsylvania	717-682-5723
Fletcher, Heather	New Kensington	Pennsylvania	888-600-8758
Altemara, Maria	North Charleroi	Pennsylvania	724-565-1667
Bragg, Lisa	Northampton	Pennsylvania	610-730-3818
Dibiase, Carol	Orrstown	Pennsylvania	717-477-0111
Lawrence, Donald	Pennsburg	Pennsylvania	267-424-2277
Luff, Kathleen	Perkasie	Pennsylvania	267-614-6209
Ting, Billy	Phila	Pennsylvania	267-808-8624
Kurland, Paul	Philadelphia	Pennsylvania	631-218-2789
Irby, Johnna	Philadelphia	Pennsylvania	267-600-8131
King, Joann	Phoenixville	Pennsylvania	610-935-8956
Moore, Thomas A	Pittsburgh	Pennsylvania	412-447-0929
Dudish, Dara	Red Lion	Pennsylvania	717-246-0393
Dorsey, Kimberly	Rural Valley	Pennsylvania	724-783-7834
Sisson, Nancy	Sarver	Pennsylvania	402-598-1376
Petrie, Diana	Scenery Hill	Pennsylvania	720-339-5475
Sager, Judy	Sinking Spring	Pennsylvania	610-320-0233

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Minnich, Debbie	Slatington	Pennsylvania	484-934-1350
Vernon, Tom	Uniontown	Pennsylvania	724-984-3482
Pettit, Rusty	Washington	Pennsylvania	412-770-6511
Carney, Janellen	West Chester	Pennsylvania	610-399-5333
Sugg, John	West Chester	Pennsylvania	610-622-1324
Kaplan, Lawrence	West Chester	Pennsylvania	610-732-8254
Joshi, Nishigandha	West Chester	Pennsylvania	484-957-8667
Washburn, Mark	Whitehall	Pennsylvania	610-739-8480
Bogert, Nancy	Williamsport	Pennsylvania	570-323-0112
Mcauliffe, Annette	Wyomissing	Pennsylvania	610-743-5449
Weber, Marvin	Yardley	Pennsylvania	215-369-2568
Fuchs Jr., Don	Coventry	Rhode Island	401-397-5515
Diener, Barbara	Lincoln	Rhode Island	770-740-9099
Musumeci, Michael	North Kingstown	Rhode Island	401-212-0632
Farias, Natalia	Warwick	Rhode Island	401-219-4640
Valiquette Jr, David	Woonsocket	Rhode Island	401-588-9449
Miller, Kelly	Beaufort	South Carolina	843-470-5014
Hoffman, Robert	Bluffton	South Carolina	843-705-5274
Griggs, Danielle	Bluffton	South Carolina	843-310-0130
Schmidt, Paul	Bluffton	South Carolina	843-405-2071
Ramsay, Daniel	Blythewood	South Carolina	803-908-7766
Strickland, Brandy	Chapin	South Carolina	803-806-9800
Cheves, Philip	Charleston	South Carolina	843-202-2080
Simmons, Sherri	Charleston	South Carolina	276-202-3038
Mazzoni, Deidre	Clover	South Carolina	803-792-8992
Edwards-Jackson, Helen	Clover	South Carolina	980-263-9063
Woodberry, Evan	Clover	South Carolina	803-393-3239
Porterfield, Liza	Columbia	South Carolina	803-807-2424
Sebastiano, Georgia	Columbia	South Carolina	410-279-2268
Pittari, Lori	Daniel Island	South Carolina	843-806-2552
Taylor, Vincent	Duncan	South Carolina	864-387-7006
Barrows, Daniel	Eastover	South Carolina	803-451-3200
Harrison, Sheila	Florence	South Carolina	843-409-9602
Gault, Antoinette	Florence	South Carolina	843-407-6099
Velazquez, Juan	Fort Mill	South Carolina	803-280-4727
Lovelady, David	Goose Creek	South Carolina	843-442-4936
Herndon, Duane	Gray Court	South Carolina	864-274-7342
Scott, Cheryl	Greenville	South Carolina	864-417-8234
Olsen, Edward	Greenville	South Carolina	864-887-6338
Aldrich, Claire	Hardeeville	South Carolina	843-380-2116
Greene, Joan	Hilton Head Island	South Carolina	843-686-4226

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Belskis, Michelle	Hilton Head Island	South Carolina	843-603-3234
Goodboy, Sue	Hilton Head Island	South Carolina	843-681-6171
Kullenberg, Mike	Holly Hill	South Carolina	803-496-1223
Ravenel, Denise	Hollywood	South Carolina	843-889-1173
Brown, Joseph	Inman	South Carolina	864-473-1433
Jones, David	Irmo	South Carolina	803-740-1462
Morris, Holly	Lancaster	South Carolina	803-320-4641
Scarborough, Melanie	Lexington	South Carolina	803-414-5973
Novotny, Alice	Little River	South Carolina	386-313-1151
Culp, Debby	Little River	South Carolina	703-231-6825
Hill, Therin	Lugoff	South Carolina	803-265-8000
Klein, Elaine	McCormick	South Carolina	864-602-0221
Wallace, Tanesha	Mount Pleasant	South Carolina	843-888-1002
Hupka, Dennis	Mount Pleasant	South Carolina	843-800-0324
Love, Adrienne	Mt Pleasant	South Carolina	843-885-6964
Davidson, Julie	Mt Pleasant	South Carolina	843-971-6334
Reilly, Eugene	Mt. Pleasant	South Carolina	646-591-1395
Succo, Anthony	Myrtle Beach	South Carolina	843-294-1620
Green, Amberly	Myrtle Beach	South Carolina	843-608-0108
Gilbertie, Debra	Myrtle Beach	South Carolina	203-952-6897
Lodico, Dawn	Myrtle Beach	South Carolina	843-900-6332
Libassi, Jeanne	Myrtle Beach	South Carolina	732-433-1554
Bailey, Vernon	Myrtle Beach	South Carolina	843-492-6377
Valencia, Quincy	Myrtle Beach	South Carolina	605-524-5958
Giannndrea, Joanne	Myrtle Beach	South Carolina	843-855-9384
Smith, Diane	Myrtle Beach	South Carolina	843-251-4327
Fisher, Tatiana	North Charleston	South Carolina	854-429-2976
Raymond, Nancy	Okatie	South Carolina	508-769-1158
Thomas, Kay	Pendleton	South Carolina	704-451-2194
Dean, Shanda	Seneca	South Carolina	720-253-7721
Findlay, Linda	Simpsonville	South Carolina	864-404-6084
McClenan, Betty	Summerville	South Carolina	843-662-9529
Cutrell, Brandi	Summerville	South Carolina	912-308-8311
Baptista, Jennifer	Summerville	South Carolina	717-244-3741
Drucker, Dawn	Summerville	South Carolina	843-934-7725
Bogart, Michael	Summerville	South Carolina	843-695-0750
Grundy, Monica	Summerville	South Carolina	843-900-5594
Plemons, James	Sumter	South Carolina	803-287-2835
Thomas, Jr., Douglas	West Columbia	South Carolina	803-429-5386
Miller, Michelle	West Columbia	South Carolina	803-500-5015
Smarr, Angela	York	South Carolina	803-203-1311

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Vearrier, Skyler	Aberdeen	South Dakota	605-299-3085
Waufle, Noelle	Deadwood	South Dakota	307-274-4700
Berry, Tricia	Allons	Tennessee	505-280-1906
Coleman, Tamara	Antioch	Tennessee	615-988-1089
Yates, Michelle	Arlington	Tennessee	901-410-1444
Waxler, Terri	Bartlett	Tennessee	901-867-6799
Kennedy, Kathy	Blountville	Tennessee	423-323-1344
Chen, Amy	Brentwood	Tennessee	615-961-6474
Kusserow, Judy	Brentwood	Tennessee	602-793-6925
Cross, Deborah	Chattanooga	Tennessee	423-476-6300
Tribby, Todd	Chattanooga	Tennessee	423-264-4524
Browne, Danita	Clarksville	Tennessee	267-206-0241
Vyas, Amita	Collierville	Tennessee	901-550-1522
Pulido, William	Collierville	Tennessee	901-522-5436
Sanborn, Pamela	Franklin	Tennessee	931-505-2572
Bechtel, Tiffany	Franklin	Tennessee	615-614-3153
Haefele, Melissa	Gallatin	Tennessee	615-309-0114
Dillon, William	Goodlettsville	Tennessee	615-855-0218
Johnson, Laura	Goodlettsville	Tennessee	877-672-1511
Small, Kristin	Greenville	Tennessee	423-525-7287
Frank, Daniyel	Hendersonville	Tennessee	615-795-7679
Cordle, Mystic	Holladay	Tennessee	931-486-3209
Kumar, Sippy	Johnson City	Tennessee	423-930-8988
Maturino, Annie	Kingsport	Tennessee	423-239-7646
Kelly, William	Knoxville	Tennessee	865-246-7009
Lough, Karri	Knoxville	Tennessee	423-521-0990
Williams, Melodie	Knoxville	Tennessee	865-384-0135
Coots, Randy	La Vergne	Tennessee	678-597-8201
Wolfe, Lindsay	Lakeland	Tennessee	901-262-4086
Parker, Robert	Lenoir City	Tennessee	865-212-0438
Merritt, Donald	Loudon	Tennessee	315-673-9194
Henry, Rebecca	Maryville	Tennessee	865-266-9928
Moore, Earl	Memphis	Tennessee	901-578-9747
Overholt, Vince	Michie	Tennessee	731-982-4123
Jenkins, Brenda	Mount Juliet	Tennessee	615-547-3884
Callis, Laura	Murfreesboro	Tennessee	615-454-1067
Silkeutsabay, Oudomsak	Murfreesboro	Tennessee	615-767-4262
Goodman, Alyssa	Nashville	Tennessee	615-418-2455
Hubble, Kristen	Nashville	Tennessee	870-530-1230
Ryan, Terri	Rutledge	Tennessee	865-393-4506
Vanderpool, James	Sevierville	Tennessee	865-446-4454



<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Snellgrove, Leslie	Signal Mountain	Tennessee	423-580-4961
Houk, Sandra	Soddy Daisy	Tennessee	951-356-5048
Follmann, Joan	Somerville	Tennessee	901-496-7832
Sterns, Jonathan	Spring Hill	Tennessee	615-870-1962
Donnelly, Susan	Spring Hill	Tennessee	919-218-4800
Curlee, Lane	Tullahoma	Tennessee	931-588-0678
Montgomery, Anissa	White House	Tennessee	615-672-7309
Voorheis, Jennifer	Winchester	Tennessee	931-636-6882
Barton, Rhonda	Abilene	Texas	325-320-7191
Ownby, Karyn	Aledo	Texas	817-454-5357
Harrison, Heidi	Allen	Texas	214-256-4280
Healy, Kendra	Allen	Texas	945-227-7878
Whitmer, Tim	Allen	Texas	972-832-7649
Johnson, Terra	Alvarado	Texas	817-790-2727
Canamar, John	Alvin	Texas	713-298-1199
Luu, Quynh	Alvin	Texas	281-724-2422
Brown, Shadrick	Arlington	Texas	682-308-0926
Holmes, Karen	Athens	Texas	903-963-6777
Bunting, Shawna	Aubrey	Texas	918-855-9783
Nichols, Cathleen	Aubrey	Texas	214-210-9966
Moreno, Cristabel	Austin	Texas	346-818-8389
Nader, Steve	Austin	Texas	512-365-4898
Henry, Liz	Austin	Texas	512-358-4748
Wagner, Paul	Austin	Texas	512-828-6373
Lee, Melissa	Austin	Texas	916-261-4186
Booker, Myra	Austin	Texas	510-601-8197
Stewart, Pam	Austin	Texas	512-218-1063
Ali, Chathrigi	Austin	Texas	954-344-8060
Kimbell, Gaylen	Austin	Texas	512-920-9804
Panicker, Manoj	Austin	Texas	210-418-2464
Sanders, Kristopher	Baytown	Texas	281-954-1761
Sellers, Linda	Baytown	Texas	346-292-6934
Lutrick, Mark	Bedford	Texas	817-400-8020
Burt, Linda	Beeville	Texas	361-542-6704
Balady, Diane	Belton	Texas	254-831-3055
Hicks-Sneed, Shannon	Blue Mound	Texas	469-994-8561
Reeves, Amanda	Boerne	Texas	281-467-6766
Chenault, Carolyn	Boerne	Texas	830-428-3024
Cooper, Dana	Boerne	Texas	830-388-0131
Pease, Mandi	Boerne	Texas	361-449-0109
Brown, Malloy	Boerne	Texas	830-755-6400

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Gonzalez, Nora	Boerne	Texas	210-247-2227
Fay, Peter	Brenham	Texas	979-836-4085
Hope, Walter	Bridge City	Texas	409-221-3326
Ricks, Barbara	Brookeland	Texas	409-698-4439
Oehler, Sandra	Bryan	Texas	979-436-1604
Hanley, Mary	Buda	Texas	512-855-1596
Smith, Kim	Buffalo	Texas	903-907-2818
Dacpano-Hasegawa, Christina	Bulverde	Texas	830-252-0315
Hahne, Jack	Bulverde	Texas	830-344-5683
Gardner, Linda	Burleson	Texas	817-720-9667
Willis, Cody	Canton	Texas	903-368-3676
Clack, Stanley	Cedar Hill	Texas	214-597-8308
Flowers, Sabrina	Cedar Hill	Texas	469-598-3955
Hayes, Steven	Cedar Hill	Texas	469-200-3719
Lalani, Karim	Cedar Park	Texas	972-505-8470
Richardson, Kelly	Cedar Park	Texas	512-701-2902
Thakkar, Mukti	Cedar Park	Texas	512-221-1935
Carlisle, Gerald	Cibilo	Texas	706-280-7442
Stern Iii, Floyd	Cibolo	Texas	210-500-0075
Specht, Gregory	Cleburne	Texas	817-592-6050
Lewis, Rena	Colleyville	Texas	817-601-5490
Wells, Allie	Conroe	Texas	832-435-2961
Kuykendall, Jj	Conroe	Texas	281-292-7022
Heinly, Mary Ellen	Conroe	Texas	936-647-3141
Rudy, Michael	Conroe	Texas	281-836-2345
Schneider, Brett	Coppell	Texas	214-396-5855
Garcia, Elena	Corpus Christi	Texas	361-232-6326
Williamson, Natalie	Corpus Christi	Texas	303-482-2020
Richey, Angi	Crosby	Texas	713-999-8047
Rowinsky, Brenda	Crystal City	Texas	830-570-2701
Counts, Diana	Cypress	Texas	832-874-9686
Green Sr, Christopher	Cypress	Texas	832-334-5748
Moore, Jacqueline	Cypress	Texas	832-552-1719
Harris, Vinette	Cypress	Texas	281-256-8778
Clarke, David	Dallas	Texas	469-425-2753
Russell, Judith	Dallas	Texas	972-632-9678
Newberry, Christopher	Dallas	Texas	214-341-7999
Perry, Eric	Dallas	Texas	972-291-8142
Mckee, Janett	Dallas	Texas	972-596-1601
Lofton, Sharolyn Denise	Dallas	Texas	817-398-8899
Cooley, Jack	Dallas	Texas	214-520-6900

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Briggs, Lloyd	Dallas	Texas	562-286-1313
Langhenry, Nancy	Dallas	Texas	214-945-2212
Moore, Jodi	Dallas	Texas	561-352-7535
Metcalf, Terri	Dallas	Texas	469-730-6805
Wood, Debra	Dallas	Texas	214-358-0888
Schafer, Anna	Denton	Texas	214-883-5529
Garrett, Lori	Denton	Texas	940-208-0462
Harris, Sheree	Denton	Texas	972-232-2280
Smith, David	Denton	Texas	940-299-8668
Taylor, Diane	Desoto	Texas	945-240-0292
Schrock, Robert	Dickinson	Texas	209-620-6964
Morgan, Elizabeth	El Lago	Texas	832-340-0184
Richardson, Maria	El Paso	Texas	915-307-3570
Choy, Stephanie	El Paso	Texas	915-505-9323
Roman-De Leon, Nancy	Eules	Texas	561-997-4580
Bowler, Cookie	Fairview	Texas	972-618-0493
Simonson, Sheri	Farmers Branch	Texas	469-855-8558
Simpson, Cody	Fate	Texas	469-338-5490
Searcy, Denise	Flint	Texas	903-530-4547
Durant, Tammy	Flower Mound	Texas	972-691-3711
Seagren, Edel	Flower Mound	Texas	972-467-1508
Streufert, Kevin	Flower Mound	Texas	720-773-8576
Villegas, David	Flower Mound	Texas	956-433-3111
Carter, Tracy	Fort Worth	Texas	682-283-1114
Horner, Matthew	Fort Worth	Texas	817-308-0937
Labeledzki, Phil	Fort Worth	Texas	407-864-8973
Bauer, Joseph	Fort Worth	Texas	817-239-8931
Brown, Bryant	Friendswood	Texas	615-480-9590
Walley, Douglas	Friendswood	Texas	254-317-9795
Phifer, Gen	Friendswood	Texas	281-993-8909
Dienst, Jeannine	Friendswood	Texas	281-935-7139
Brunson, Toni	Frisco	Texas	214-308-9978
Walker, Stacy	Frisco	Texas	469-535-3538
Davis, Suzanne	Frisco	Texas	214-705-6121
Kerper, Debra	Frisco	Texas	951-202-2208
Prathi, Sriramy	Frisco	Texas	469-384-7874
Pernell, Deirdre	Frisco	Texas	972-900-3490
De Souza, Sonia	Frisco	Texas	469-588-0283
Gruben, Theresa	Frisco	Texas	469-888-4601
Van Speybroeck, Susanne	Ft Worth	Texas	817-928-4930
Elmer, George	Fulshear	Texas	281-346-8735

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Oliver, Terri	Fulshear	Texas	281-533-4101
Curcio, Kippie	Galveston	Texas	281-384-2912
Stokes, Kenneth	Garden Ridge	Texas	210-651-0920
Volling, Michael	Georgetown	Texas	512-819-6811
Norris, Melissa	Georgetown	Texas	512-494-5470
Markert, Patricia	Giddings	Texas	979-716-1747
Turrentine, Paul	Giddings	Texas	979-325-0453
Leach, Charles	Granbury	Texas	682-279-4527
Hayes, Mary	Grand Prairie	Texas	817-584-3202
Sowder, Cheryl	Harper	Texas	713-392-8745
Rivera, Migchael	Heath	Texas	469-210-7784
Killpack, Reese	Helotes	Texas	210-960-3865
Anderson, Jeanene	Hockley	Texas	337-210-3060
Cintron, Linda	Horseshoe Bay	Texas	210-460-9066
Villamil, Alexander	Houston	Texas	337-625-6700
Fonteno, Susan	Houston	Texas	713-461-5757
Boyer, Donna	Houston	Texas	713-239-4650
Dennen, Brad	Houston	Texas	713-726-8152
Spears, Ilene	Houston	Texas	281-640-4515
Tauzy, David	Houston	Texas	713-491-4989
Bottger, Hans Konrad	Houston	Texas	832-907-4633
Garcia, Irma	Houston	Texas	832-721-8244
Pong, Karen	Houston	Texas	713-853-7013
Kelly, Tamara	Houston	Texas	832-323-2358
Burton, Lovoice	Houston	Texas	832-436-5061
Robirds, Melissa	Houston	Texas	832-390-4968
Chin, Gene	Houston	Texas	832-377-6220
Herrin, Paige	Houston	Texas	713-553-5243
Gallardo, Rose	Houston	Texas	281-841-6930
Eakman, Marlene	Houston	Texas	832-266-1225
White, Sandy	Huffman	Texas	832-305-7825
Hennigan, Jonathan	Humble	Texas	832-410-8402
Daigle, Kelle	Humble	Texas	832-441-9998
Culton, Maymarie	Humble	Texas	832-777-6939
Scanlan, Mary	Irving	Texas	469-669-1304
Franks, Jill	Jarrell	Texas	832-482-2544
Semaan, Cynthia	Katy	Texas	832-762-7000
Dennis, Matthew	Katy	Texas	281-231-8422
Lampkin, Vanessa	Katy	Texas	281-805-1057
Ledak, George	Keller	Texas	817-337-9941
Klein, Stephanie Nicole	Keller	Texas	817-345-4822

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Green, Julie	Kennedale	Texas	682-365-2680
Nesbitt, Kathryn	Kerrville	Texas	830-308-8800
Osler, Tyrrell	Killeen	Texas	254-345-2866
Barton, Adrian	Kingsland	Texas	325-388-8080
Feierabend, Carl	Kingwood	Texas	832-771-8100
Lewis, Kumbia	Kingwood	Texas	832-862-0855
White, Latonya	Kingwood	Texas	832-268-2018
Sizemore, Judith	Krum	Texas	940-331-2354
Weeks, Peter	La Marque	Texas	210-560-1325
Schoonover, Terri	La Marque	Texas	817-360-3352
Kirsch, Denice	Lagrange	Texas	830-214-6818
Peebles, Beth	Laguna Vista	Texas	956-310-8145
Broughton, Joann	Lake Kiowa	Texas	713-906-7681
Busch, John	Lakeway	Texas	512-253-1300
Harrell, Patricia	Lakeway	Texas	512-988-9493
Harris, Steve	Lantana	Texas	940-489-4756
Holder, Kevin	Lantana	Texas	940-999-7171
Adams, Melissa	League City	Texas	346-366-3790
Lee, Sheila	League City	Texas	832-580-3776
Edge, Joshua	League City	Texas	281-967-8894
Franks, Sarah	Lewisville	Texas	972-395-4787
Kraml, Deborah	Lewisville	Texas	469-702-0027
Jacobsen, Rebecca	Little Elm	Texas	310-707-7584
Singleton, Rico	Little Elm	Texas	214-614-8170
Horne, Laura	Livingston	Texas	281-815-5689
White, Kimberly	Livingston	Texas	936-239-8346
Johnson, Mark	Livingston	Texas	936-433-6021
Braley, Jenifer	Longview	Texas	903-424-9700
Pittman, Rachel	Lubbock	Texas	772-233-1959
Valdez, Ryan	Lubbock	Texas	806-300-9327
Bailey, Emily	Lucas	Texas	972-249-5032
White, Melinda	Magnolia	Texas	281-809-4131
Mckinney, Terry S.	Magnolia	Texas	832-520-1795
Truong, Alicia	Mansfield	Texas	678-431-5351
Bettis, Lesley	Mansfield	Texas	682-300-5468
Dillard, Tonya	Mansfield	Texas	972-872-8710
Keys, Catherine	Manvel	Texas	346-688-9370
Rodriguez, Ernesto	Mcallen	Texas	956-630-9787
Christiansen, Sandy	Mckinney	Texas	214-649-6025
Fisher, Lacey	Mckinney	Texas	972-478-0130
Decker, Tina	Mckinney	Texas	469-905-0501

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Williams, Rodney	Mckinney	Texas	972-301-2750
James, Nancy	Melissa	Texas	972-838-4494
Harmon, Shane	Melissa	Texas	469-922-8365
Johanning, Jacqueline	Mico	Texas	210-632-5223
Fitzpatrick, James	Midlothian	Texas	817-779-3259
Lee, Charley	Mineola	Texas	903-483-2660
Stauffacher, Gerald	Mineola	Texas	760-305-9300
Alvarez, Gerardo	Mission	Texas	956-519-4888
Pena, Suzanne	Mission	Texas	956-778-1960
Bryant, Kutina	Missouri City	Texas	281-545-5004
Miller, Christine	Missouri City	Texas	281-778-5296
Van Zanden, Frank	Montgomery	Texas	512-815-3443
Clare, April	Montgomery	Texas	936-213-0069
Reed, Carrol	Mt Pleasant	Texas	903-204-6509
Griffin, Ruby	N Richland Hills	Texas	817-576-2497
Austin, Kelley	Navasota	Texas	936-825-7001
Osborne, James	New Braunfels	Texas	830-387-2930
Bailey, Sharlene	New Braunfels	Texas	830-481-8013
Depasquale, Donald	New Braunfels	Texas	832-727-3592
Lhotsky, Paula	New Braunfels	Texas	702-465-1617
Russell, Charles	New Braunfels	Texas	830-624-5765
Sage, John	New Braunfels	Texas	832-582-8426
Hall, Sarah	New Braunfels	Texas	830-312-1802
Wisdom, Patty	New Caney	Texas	281-572-4386
Carr, Robert	North Richland Hills	Texas	817-647-9960
Clifford, Richard	North Richland Hills	Texas	817-217-9912
Regas-Laborde, Connie	Oak Leaf	Texas	469-820-4642
Carman, April	Odessa	Texas	432-413-6109
Ellison, Michelle	Odessa	Texas	806-790-9847
Rodriguez, Maria	Palmhurst	Texas	956-789-9815
Verkilen, M. Anne-Lyse	Pasadena	Texas	713-730-3155
Vaughn, Taneah	Pearland	Texas	832-930-4519
Villarreal, Debra	Pearland	Texas	832-603-1033
Munoz, Jacob	Pearland	Texas	346-207-7288
Samford, Darcy	Pflugerville	Texas	512-202-3037
Harrison, Gigi	Pflugerville	Texas	512-212-6646
Kelso, Angela	Plano	Texas	214-433-6246
Nelson, John	Plano	Texas	210-845-9042
Park, Shanon	Plano	Texas	469-718-9008
Bracken, Carol	Plano	Texas	214-929-7076
Scott, Jeremy	Prosper	Texas	469-888-8348

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Swanson, Dinez	Richmond	Texas	832-944-6981
Slater, Kelli	Richmond	Texas	832-392-5473
Scalzitti, Peter	Richmond	Texas	713-782-8300
Lixey, Holly	Richmond	Texas	832-361-4445
Delgado, Ashley	Roanoke	Texas	817-310-9932
Ratliff, Kelly	Rosharon	Texas	832-226-7379
Karkoska, Cynthia	Round Rock	Texas	512-688-0847
Domacena, Frank	Round Rock	Texas	323-487-2835
Lampman, Gail	Saint Hedwig	Texas	210-564-7755
Boatman, Leita	San Angelo	Texas	325-234-4822
Almone, Jeffrey	San Antonio	Texas	210-787-1151
Skelton, Anita	San Antonio	Texas	210-984-3838
Dinesman, Tina	San Antonio	Texas	210-670-5305
Peterson, Kammie	San Antonio	Texas	210-215-4488
Drobny, Guy	San Antonio	Texas	512-238-1990
Ortega, Lorrie	San Antonio	Texas	210-370-7721
Booth, Pamila	San Antonio	Texas	352-206-7211
Adams, Lisa	San Antonio	Texas	210-516-1605
Bacarreza, Marisa	San Antonio	Texas	726-220-3030
Guerra, Michele	San Antonio	Texas	210-867-8817
Delorenzo, Karen	San Antonio	Texas	210-865-1831
Mcclelland, Patricia	San Antonio	Texas	210-776-4416
Tevebaugh, Sheryl	San Antonio	Texas	303-704-8028
Davila, Jeannell	San Antonio	Texas	210-729-0304
Barron, Pamela	San Antonio	Texas	210-865-9299
Robinson, Remy	San Antonio	Texas	210-803-1234
Doyle, Michael	San Antonio	Texas	210-350-7371
Patel, Sandy	San Antonio	Texas	323-413-7821
Ruelas, Daniel	San Benito	Texas	954-344-8060
Mcilhaney, Lisa	San Marcos	Texas	936-232-9952
Stilwell, Lois	San Marcos	Texas	512-769-9972
Rosentraub, Vicki	San Marcos	Texas	469-399-7449
Mckay, Lauren	Savannah	Texas	469-367-6159
Karras, David	Schertz	Texas	210-997-9027
Strom, Diana	Seguin	Texas	830-272-8035
Ainsworth, Linda	Seguin	Texas	830-360-0625
Bekisoglu, Oya	Seguin	Texas	954-309-8441
Androsky, Dawn	Southlake	Texas	202-320-3373
Miller, Amy	Spring	Texas	281-616-5116
Mcgregor, Debra	Spring	Texas	832-447-1323
Gillette, Otis	Spring	Texas	346-459-7570

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Olivas, Alice	Spring	Texas	832-217-8639
Cudd, Maryke	Spring	Texas	281-205-7290
Sewell, Julie	Spring	Texas	469-588-8830
Conrad, Deborah	Stafford	Texas	281-969-7719
Berger, Irv	Sugar Land	Texas	281-240-4682
Harris, Kimberly	Sugar Land	Texas	832-532-3287
Meriel, Ann Claire	Sugar Land	Texas	281-818-0093
Sims, Tacor	Sugar Land	Texas	346-391-7358
Schmidt, Jr, Charles	Terrell	Texas	972-800-8268
Cranford, Michael	Texarkana	Texas	903-501-4132
Gauthier, Joshua	Texarkana	Texas	430-775-3535
Rueda, Antonio	The Woodlands	Texas	832-220-8002
Shriftman, Cta, Mcc, Robin	The Woodlands	Texas	713-396-6665
Cole, Audrey	Thornton	Texas	254-203-4348
Frost, Darice	Tomball	Texas	832-381-6551
Maglothin, Michael	Tomball	Texas	713-927-4285
Malinowski, Rena	Tomball	Texas	713-553-1380
Lazenby, Roy	Tomball	Texas	281-516-7777
Bowerfind, Tracey	Trophy Club	Texas	817-490-0351
Kesterson, Terry	Trophy Club	Texas	214-897-5531
Advani, Chandra	Westlake	Texas	855-522-2229
Walters, Judy	Whitehouse	Texas	903-316-7890
Austin, Andy	Wichita Falls	Texas	940-733-2313
Biel, Katheryn	Wimberley	Texas	512-589-7006
Wardrop, Brett	Bountiful	Utah	385-259-2909
Tavano, Karen	Cedar City	Utah	760-208-8142
Clemmer, Gordon	Cedar City	Utah	435-238-7511
Law, Rebekah	Draper	Utah	404-865-1266
Vanbrocklin, Stacy	Layton	Utah	801-529-0487
Hoopes, Tonya	Midway	Utah	801-997-5904
Mcclure-Winger, Heather	Murray	Utah	801-528-9282
Hammer, Scott	Orem	Utah	801-882-6790
Olson, Kerry	Richfield	Utah	435-979-2673
Hamilton, Charles	Riverton	Utah	801-615-2957
Bolton, Toni	Roosevelt	Utah	435-655-1008
Whittaker, Scott	Saint George	Utah	801-282-3025
Neeley, Amy	Salt Lake City	Utah	801-290-1074
Stevens, Dawn	Salt Lake City	Utah	801-505-9242
Goings, Kirk	Salt Lake City	Utah	929-560-4011
Mccourt-Nussman, Leslie	South Jordan	Utah	385-498-4485
Leota, Raquel	Tooele	Utah	385-278-4737



PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Robison, Leah	West Jordan	Utah	801-989-8254
Gallien, Nicole	West Jordan	Utah	503-720-6770
Kovacevich, January	Newport	Vermont	254-721-2000
Kuhn, Kimberly	Abingdon	Virginia	276-676-0399
Tirumala, Prasad	Aldie	Virginia	571-639-8282
St. Pierre, Michael	Aldie	Virginia	954-344-8060
Nguyen, Khang	Aldie	Virginia	703-629-5299
Sicheri, Michael	Alexandria	Virginia	571-366-8523
Miranda, Sandra	Alexandria	Virginia	703-820-9038
Magalong, Sylvia	Annandale	Virginia	703-598-6297
Adedze, Pascasie	Annandale	Virginia	703-559-3626
Buttenshaw, Mandy	Arlington	Virginia	703-659-9028
Harvey, Michelle	Arlington	Virginia	703-663-0694
Klein, Lori	Ashburn	Virginia	703-932-8076
Cantwell, Merci	Ashburn	Virginia	703-726-9455
Harsell, Susan	Basye	Virginia	571-332-9330
Crosby, John	Brambleton	Virginia	703-955-9876
Boothe, L.J.	Bristol	Virginia	423-523-9870
Dugan, Sandra	Bristow	Virginia	571-445-5650
Bender, Alan	Centreville	Virginia	703-968-0235
Fisne, Pamela	Centreville	Virginia	571-430-3750
Muppala, Anoop	Chantilly	Virginia	571-408-8274
Allen, Pamela	Charlottesville	Virginia	434-422-7228
Claud, Renita	Chesapeake	Virginia	757-472-5076
Huotte, Cheryl	Chesapeake	Virginia	757-323-8201
Mayfield, Akida	Chester	Virginia	804-322-9706
Felton, Maurica	Chester	Virginia	804-504-5542
Houseman, Ian	Cross Junction	Virginia	571-465-7864
Briere, Joseph	Cumberland	Virginia	305-767-3525
Stefanik, Leslie	Fairfax	Virginia	703-688-2724
Toth, Heather	Fairfax	Virginia	402-301-9946
Anderson, Sheri	Fairfax	Virginia	202-360-7024
Anderson, Bertina	Fairfax	Virginia	703-278-8281
Forrest, Verona	Fairfax	Virginia	703-278-0479
Kaihari-Nohra, Jutta	Fairfax Station	Virginia	703-828-4280
Showalter, Jennifer	Fairfield	Virginia	540-348-3062
Palenik, Susan	Falls Church	Virginia	732-259-1654
Hanna, Nader	Gainesville	Virginia	703-398-2242
Farrar, Herbert	Glen Allen	Virginia	804-885-3558
Minnick, Monique	Goode	Virginia	540-650-5334
Freeman, Barbara	Haymarket	Virginia	703-268-8959

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Finley, Edgar	Herndon	Virginia	571-267-2255
Vannatta, Stefanie	Herndon	Virginia	703-485-1488
Mittra, Anoop	Herndon	Virginia	703-561-0404
Balmaz, Amy	King George	Virginia	540-220-5318
Faison, Deanna	King George	Virginia	540-709-1055
Himmelberger, Peter	Lake Frederick	Virginia	703-496-4125
Ploompuu, Andres	Leesburg	Virginia	571-319-7339
Sedia, Betty	Louisa	Virginia	804-323-7545
Reinhardt, Rhonda	Louisa	Virginia	954-249-0441
Tsimi, Boniface	Manassas	Virginia	571-210-4940
Dalton, Jamilah	Manassas	Virginia	703-348-8177
Rivkin, Michael	Manassas	Virginia	703-323-0568
Tate, Merenda	Mclean	Virginia	704-649-5951
Hingoro, Umbereen	Mclean	Virginia	703-448-7500
Brown, Christopher	Mechanicsville	Virginia	804-789-1672
Sullivan, Robin	Mechanicsville	Virginia	804-244-1228
Pratt, Carol	Mineral	Virginia	703-719-2802
Thomas, Gloria	N Chesterfield	Virginia	804-716-0830
Kelley, Jordan	Radford	Virginia	540-315-3242
Mayes, Jane	Remington	Virginia	540-229-1720
Cooper, Lisa	Remington	Virginia	540-422-5273
Ball, Michael	Reston	Virginia	703-828-8687
Mckinney, Patrick	Roanoke	Virginia	540-529-8174
Shifflett, Candice	Shenandoah	Virginia	540-246-3766
Rawls, John	Smithfield	Virginia	757-604-3190
Edwards, Pamela	Smithfield	Virginia	757-255-4886
Roberts, Sharon	Springfield	Virginia	703-768-2301
Morio, Dan	Springfield	Virginia	540-479-8317
Adams, Sandra	Springfield	Virginia	571-297-7676
Sawh, John	Stafford	Virginia	540-288-1999
Weber, Leslie	Stafford	Virginia	571-314-4048
Mays, Stephanie	Stafford	Virginia	703-987-5201
Guilbault, Michelle	Sterling	Virginia	703-622-8436
Wilson, Gary	Stuart	Virginia	336-770-5385
Conken, Karen	Suffolk	Virginia	757-657-9027
Johnson, Yolanda	Suffolk	Virginia	757-394-1153
Clark, Theresa	Vienna	Virginia	703-622-9907
Rosen, Heather	Vienna	Virginia	703-982-6331
Brown, William	Virginia Beach	Virginia	757-707-1233
Dial, Mike	Virginia Beach	Virginia	757-453-4246
Blackmore, Dennis	Virginia Beach	Virginia	7573434949

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHOINE</b>
Bousquet, Donna	Williamsburg	Virginia	757-880-0877
Avila, Jeanne	Williamsburg	Virginia	571-623-1669
Gdovic, Christine	Williamsburg	Virginia	757-936-1235
Kincanon, Susan	Wirtz	Virginia	540-707-9119
Swanson, Kathryn	Wise	Virginia	276-870-4637
Reed-Gray, Linda	Woodbridge	Virginia	703-220-1873
Dey Hill, Patrick	Woodbridge	Virginia	571-621-3812
Myers, Ladonna	Woodbridge	Virginia	402-699-9835
Washington, Tracy	Woodbridge	Virginia	703-590-2290
Daud, Syed	Woodbridge	Virginia	571-589-5240
Lai, Ivan	Bellevue	Washington	626-380-9328
Kurtz, Bern	Bonney Lake	Washington	425-888-1158
Lowry, Rosslynn	Bremerton	Washington	971-867-3425
Lindquist, Drucilla	Chehalis	Washington	360-748-3951
Hudson, Deborah	Chewelah	Washington	928-733-8491
Wright, Leslie	Covington	Washington	360-453-7771
Chaszar, Mosely	Covington	Washington	425-305-4205
Dempster, Nicole	Duvall	Washington	425-287-5860
Martindale, Juanita	Edmonds	Washington	206-909-2974
Hoover, James	Everett	Washington	425-279-8058
Legaspina, Annabelle	Federal Way	Washington	253-335-3798
Demarco, Esperanza	Gig Harbor	Washington	253-649-4292
Notte, Beverly	Issaquah	Washington	650-787-3845
Harshe, Prachi	Issaquah	Washington	425-818-1918
Hardy, Jennifer	Kent	Washington	253-852-4452
Sullivan, Tabitha	Kent	Washington	206-746-2395
Mallicoat, Nona	La Center	Washington	360-836-4221
Mcmurrin, David	Lake Tapps	Washington	253-862-4257
Mcdonald, Michelle	Longview	Washington	360-560-6425
Paulson, Dale	Lynnwood	Washington	425-582-2419
Gadre, Rupa	Mercer Island	Washington	206-750-6220
Goldsberry, Troylyn	Mukilteo	Washington	425-553-2000
Kinoshita, Sandra	Olympia	Washington	253-324-0509
Reynolds, Kim	Port Angeles	Washington	360-504-3574
Muncan, Igor	Port Orchard	Washington	360-599-0768
Sandlin, Marlon	Puyallup	Washington	253-466-3665
Scanlan, Kathy	Renton	Washington	206-489-4927
Harefa, Spica Mae	Renton	Washington	206-620-4307
Bennett, Brian	Seattle	Washington	206-565-8885
Strong, Joan	Seattle	Washington	971-801-8880
Yan, Rae	Sequim	Washington	425-999-9744

PRIMARY CONTACT	CITY	STATE	WORK PHOINE
Yost, Shawna	Snohomish	Washington	425-595-3320
Kling, Cynthia	Snohomish	Washington	425-224-4564
Hutton, Paul	Spokane	Washington	425-427-2583
Breining, Michelle	Spokane	Washington	253-576-8965
Craven, Rebecca	Spokane Valley	Washington	509-598-8585
Bentley Jr, Bruce	University Place	Washington	253-921-1758
Kelly, Betty	Vancouver	Washington	360-787-0933
Rhodes, Sharla	Walla Walla	Washington	509-525-8446
Nelson, Lori	Woodland	Washington	360-209-0090
Thomas-Dietz, Kimberly	Yakima	Washington	509-558-8082
Justice, Lisa	Yelm	Washington	253-988-6622
Thompson, Janet	Buckhannon	West Virginia	304-460-0326
Kay, Tracy Lisa	Charles Town	West Virginia	703-662-5844
Acord, Joseph	Kenova	West Virginia	304-908-1095
Peck, Sarah	Martinsburg	West Virginia	703-969-6138
Cuppett, William	Reedsville	West Virginia	304-980-2552
Conley, Christina Lynn	Walton	West Virginia	304-377-7985
Kallenbach-Auchampach, Nicole	Almena	Wisconsin	715-914-8707
Gutting, Matthew	Amery	Wisconsin	715-419-9890
Kimpel, Dawn	Brookfield	Wisconsin	262-230-2302
Linsmeier, Sara	Brookfield	Wisconsin	262-701-7109
Roberts, Dana	Burlington	Wisconsin	262-206-6758
Johnson, Janet	Conover	Wisconsin	715-547-6772
Behlke, Heidi	Dousman	Wisconsin	262-269-1522
Murphy, Tanya	Franklin	Wisconsin	414-306-6442
O'Brien, Jeri	Franklin	Wisconsin	262-822-5210
Weber, Nicole	Green Bay	Wisconsin	920-737-8579
Berg, Richard	Green Bay	Wisconsin	920-660-4928
Budahn, Matthew	Green Bay	Wisconsin	920-888-8810
Tyler, Pammy	Jim Falls	Wisconsin	715-579-8237
Jacob, Michael	Kenosha	Wisconsin	262-764-1651
Werbelow, Beverly	Kewaskum	Wisconsin	262-923-8441
Dillenburg, Tyler	Luxemburg	Wisconsin	715-851-3789
Turell, Michael	Madison	Wisconsin	561-679-3125
Rodriguez, Carlos	Mequon	Wisconsin	414-600-9795
Jones, Shannon	Milwaukee	Wisconsin	414-600-9178
Gillis, Rebecca	Mondovi	Wisconsin	715-396-1567
Howard, Cheryl	Mukwonago	Wisconsin	224-828-0045
Koppa, Lue Ann M	New Berlin	Wisconsin	262-880-1976
Natal, Magdalys	North Prairie	Wisconsin	414-202-9289
Woggon, Kimberly	Onalaska	Wisconsin	608-336-0044

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHONE</b>
Hardy, Julie	Ontario	Wisconsin	608-844-8484
Pyrchalla, Shawwna	Owen	Wisconsin	715-229-0169
Soto-Tocuyo, Dalilah	Pewaukee	Wisconsin	262-415-5377
Kanter, Jennifer	Racine	Wisconsin	262-344-0697
Andrews, Janelle	Waukesha	Wisconsin	414-418-8803
Fenno, Thomas	Bondurant	Wyoming	307-421-0298
Grutzner, Jon	Green Bay	Wyoming	954-344-8060
Hong, Antoinette	Jackson	Wyoming	312-379-5610
Finch, Robyn	Sundance	Wyoming	307-290-2640

**Signed but not open as of December 31, 2023**

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHONE</b>
Newport, Deborah	Chandler	Arizona	480-535-5003
Wood, Lynn	Cave Springs	Arkansas	479-506-1300
Dutt, Sanjay	San Diego	California	858-326-7210
Vandenberg, Sheryl	Fort Myers	Florida	239-222-8887
Espino, Editha	Palm Beach Gardens	Florida	561-990-1960
Straus, Barry	Saint Johns	Florida	561-654-6603
Banag, Diana	Tallahassee	Florida	813-413-1657
Macatangay, Myrna	West Park	Florida	786-571-8155
Norton, Linda	Williston	Florida	772-867-1622
Hwang, Pauline	Woodstock	Maryland	443-386-8383
Dahl, Susan	Jordan	Minnesota	952-697-9700
Mckeown, Michelle	Hillsborough	New Jersey	352-717-4103
Giannullo, John	North Brunswick	New Jersey	732-790-2516
Schwarte, Shantie	Glen Oaks	New York	646-673-5359
Sinopoli, Nicole	Blue Bell	Pennsylvania	610-680-2444
Duncan, James	Fort Worth	Texas	817-682-7751

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

## EXHIBIT D

### FRANCHISEES WHO HAVE LEFT THE SYSTEM

The following is a list of franchisees whose franchises were transferred in 2023; who had franchises terminated, not renewed, or reacquired by us in 2023; who otherwise voluntarily or involuntarily ceased operating under their Franchise Agreements in 2023; or who had not communicated with us within 10 weeks of the issuance date of this disclosure document.

The list does not include franchisees who transferred their *CRUISE PLANNERS*® Businesses from one state to another in 2023.

#### Transferred Franchises

PRIMARY CONTACT	CITY	STATE	WORK PHONE
Lynn Moore	Castle Rock	Colorado	727-803-9177
Jeanne Allen Gore	Gardiner	Maine	207-361-1611
Gary Robinson	Murray	Utah	801-317-2974

#### Terminated Franchises

PRIMARY CONTACT	CITY	STATE	WORK PHONE
Byers, Elizabeth	Enterprise	Alabama	954-344-8060
Cline, Boni	Tucson	Arizona	520-743-9873
Mckay, Joshua	Tucson	Arizona	520-660-9801
Saucedo, Mario	Bakersfield	California	661-735-4460
Chauvel, Eve	Corona Del Mar	California	949-244-6122
Herrera, Alan	Hayward	California	954-344-8060
Stave, John	Healdsburg	California	707-483-1690
Setchell, Michelle	Livermore	California	925-621-9534
Embry, Angela	Manhattan Beach	California	310-340-8820
Scarbo, Marianne	Mission Viejo	California	949-433-9374
Figueroa, William	Moorpark	California	805-552-4223
Martinez, Jimmey	Plumas Lake	California	916-782-2828
Brennan, Terrence	San Diego	California	760-895-8010
Lee, Joseph	San Francisco	California	415-769-7710
Soler-My, Alexandre	Seal Beach	California	562-523-9591
Johnson, Arkaimie	Vacaville	California	888-344-3550
Velasquez, Verna	Valencia	California	661-454-9934
Morse, Paula	Winchester	California	951-526-2828
Gallman, Ronnie	Castle Rock	Colorado	720-449-4127
Larsen, Shawna	Centennial	Colorado	720-689-5188
Gilchrist, Elizabeth	Centennial	Colorado	303-305-3768

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHONE</b>
Lee, Katrina	Colorado City	Colorado	719-429-8028
Devries, Anne	Colorado Springs	Colorado	719-344-5257
Pendley, Vernie	Colorado Springs	Colorado	719-357-6923
Harada, Jun	Colorado Springs	Colorado	719-357-8196
Kaiser, Francis	Colorado Springs	Colorado	719-434-7871
Mealy, Karen	Fort Lupton	Colorado	303-857-7838
Century, Lorell	Pueblo West	Colorado	229-359-4626
Jones, Christopher	Apopka	Florida	407-486-4252
Scheffler, Denise	Boca Raton	Florida	954-234-9555
Koolik, Marsha	Boynton Beach	Florida	305-525-9275
Heckman, Evan	Bradenton	Florida	941-730-6420
Massey, Christopher	Cantonment	Florida	850-501-2949
Antunez, Patricia	Coral Springs	Florida	954-753-5412
Gardner, Kurt	Coral Springs	Florida	954-496-2425
Hazlett, Glen	Crestview	Florida	614-356-3426
Lilly, Nancy	Daytona Beach	Florida	386-589-4431
Colon, Jose	Fleming Island	Florida	904-209-6587
Bhatnagar, Vikas	Fort Lauderdale	Florida	830-344-9768
Kennedy, Ellen	Holiday	Florida	727-815-8051
Locke, Alexander	Holly Hill	Florida	386-682-2259
Guerrero, Kathy	Hollywood	Florida	954-840-5264
Kennedy, Sheran	Homestead	Florida	305-831-4051
Korkin, Jason	Jupiter	Florida	561-705-0899
Edwards, Devaughn	Lutz	Florida	813-618-3013
Mazyck, Brenda	Miami	Florida	786-420-5586
Dow, Kathleen	N Ft. Myers	Florida	804-419-7404
Shirley, Raenell	New Port Richey	Florida	727-998-1400
Maini, Amit	Ocoee	Florida	407-752-4600
Lugo, Eric	Oviedo	Florida	407-415-5310
Whiting, Richard	Palm Harbor	Florida	727-324-6585
Jimenez, Kendelle	Plant City	Florida	813-440-4957
Mcfarlane, Horatio	Royal Palm Beach	Florida	954-270-2042
Gordon, Don	Santa Rosa Beach	Florida	850-588-1235
Meehan, Scott	Seminole	Florida	727-776-0045
Trudelle, Lesley	St. Johns	Florida	904-479-8880
Whatley-Owner, Paul	Tampa	Florida	813-343-0800
Nicholson, Robert	Atlanta	Georgia	404-334-0993
Turner, Moniqua	Atlanta	Georgia	678-646-8604

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHONE</b>
Thompson, Jason	Atlanta,	Georgia	770-212-2218
Stout, Deborah	Cumming	Georgia	678-845-6150
Hayes, Ellwood	Flowery Branch	Georgia	321-775-3312
Webster-Williams, Apphia	Mcdonough	Georgia	404-977-0308
King, Carlette	Norcross	Georgia	470.509.4311
Bailey, Scott	Suwanee	Georgia	404-477-8082
Williams, Raini	Hayden Lake	Idaho	208-762-9544
Gray, Daniel	Chicago	Illinois	312-360-1720
Henderson, Michelle	Oak Park	Illinois	954-344-8060
Brunner, Audrey	Wauconda	Illinois	847-892-9090
Piffier, Skye	Dyer	Indiana	219-939-1691
Jones, Hope	Fort Wayne	Indiana	919-423-7206
Gray, Charles	Indianapolis	Indiana	317-610-0750
Moore, Misty	Indianapolis	Indiana	765-631-9157
Nelson, Thomas	Knobs	Indiana	954-344-8060
Lingren, Christopher	Noblesville	Indiana	317-776-1733
Striegel, Brad	Eldridge	Iowa	563-223-9262
Smith, Jarek	Prairieville	Louisiana	225-726-4140
Cole Almgren, Mary	Wales	Maine	207-751-8968
Klabunde, Robert	Cumberland	Maryland	301-453-2709
Smith, Valerie	Fitchburg	Massachusetts	978-549-3049
Mojica, Karen	Grand Ledge	Michigan	517-627-9944
Washington, Tonya	Ypsilanti	Michigan	734-230-2266
Schommer, Gerry	Burnsville	Minnesota	952-997-7816
Osvold, Andre	Inver Grove Heights	Minnesota	651-269-2494
Wilshusen, Ronnie	Billings	Montana	406-229-2010
Watson, Timothy	Lincoln	Nebraska	402-310-2085
Hampton, Mark	Henderson	Nevada	702-982-1114
Schlottmann, Jessica	Las Vegas	Nevada	661-481-0757
Russ, Kathleen	Concord	New Hampshire	603-738-4404
Mccarthy, Laura	Nashua	New Hampshire	603-417-3905
Gonzalez, Alicia	Franklin Lakes	New Jersey	201-485-7769
Anderson, Chrystal	Lumberton	New Jersey	609-500-3226
Barrea, Barbara	Morris Plains	New Jersey	561-254-2702
Patel, Zankhna	Sparta	New Jersey	201-401-2118
Mcginnis, Patricia	Duanesburg	New York	518-365-7260
Collins, Laura	East Quogue	New York	631-800-3399
Mulkins, Theresa	Tivoli	New York	845-756-4194



<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHONE</b>
Darwell, Cheryl	Pinehurst	North Carolina	910-585-4735
Hollinger, Jenny	Raleigh	North Carolina	703-346-1256
Engborg, Ted	Sherrills Ford	North Carolina	828-478-1617
Montgomery, Carol	Bellbrook	Ohio	937-848-2000
Scott, Rieley	Cincinnati	Ohio	513-447-5225
Nguyen, Phuong	Mentor	Ohio	425-445-9109
Carter, Desiree	Worthington	Ohio	614-749-4322
Blank, Claudine	Chandler	Oklahoma	405-240-9616
Sanchez, Lori	Oregon City	Oregon	503-974-9333
Jeffrey, Laura	Portland	Oregon	503-773-0071
Gardner, Desiree	Allentown	Pennsylvania	484-891-0860
Rathbun, Raean	Columbia Cross Rds	Pennsylvania	570-250-2888
Dalicandro, Gina	Greensburg	Pennsylvania	724-424-8222
Hostetler, Joseph	Mount Joy	Pennsylvania	717-293-7104
Lindsay, Julie	Newville	Pennsylvania	717-226-0845
Roman, Lori	Norristown	Pennsylvania	610-908-9972
Waxelbaum, Steven	Indian Land	South Carolina	804-944-4818
Graham, Michael	Myrtle Beach	South Carolina	843-732-2582
Herman, Kimberlee	New Johnsonville	Tennessee	760-423-3514
Cleveland, Tanya	Austin	Texas	803-710-2771
Sweet, Melanie	Benbrook	Texas	817-725-7471
Vogiatzis, Christine	Corpus Christi	Texas	361-462-6484
Medina Ramirez, Veronica	Devine	Texas	210-729-9995
Iovine, Patricia	Grapevine	Texas	817-721-1754
Schmitt, Susan	Houston	Texas	281-855-2600
Oliver, Brianna	Humble	Texas	281-369-6507
Beisty, Patricia	Katy	Texas	281-616-6939
Zora, Kate	New Braunfels	Texas	512-740-1339
Killgo, Leslie	Rhome	Texas	817-542-1330
Goodstein, Heather	Richardson	Texas	469-231-2342
Powell, Peggy	San Antonio	Texas	210-896-0292
Harris, Jared	Texas City	Texas	409-996-3588
Christman, Clinton	Tyler	Texas	903-312-1829
Tejeda, Brianda	Benjamin	Utah	801-217-9955
Reid, Debra	Woodland Hills	Utah	385-292-2818
Foutz, Dennis	Alexandria	Virginia	619-886-5271
Cole, Roxanne	Centreville	Virginia	703-919-4049
Brown, Joshua	Chesapeake	Virginia	757-816-1524

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHONE</b>
Hall, Anne	Chesapeake	Virginia	757-447-2988
Kossler, Daniel	Colonial Beach	Virginia	540-993-3752
Bennett, Karen	Dulles	Virginia	703-722-0736
Pinto, Robert	Lynchburg	Virginia	434-373-7744
Broughman, Robert	Roanoke	Virginia	540-312-7573
King-Sandidge, Debra	Sterling	Virginia	202-795-3300
Staley, Pamela	Kennewick	Washington	509-521-4023
Cervantes-Patel, Lilia	Lake Stevens	Washington	425-512-8140
Lanham, Shannon	Martinsburg	West Virginia	304-839-3633
Winkowski, John	Franklin	Wisconsin	414-858-9065

### **Non-Renewed Franchises**

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHONE</b>
Alberico, Coleen	Prescott Valley	Arizona	928-499-4983
Kim, Michael	Corona	California	714-319-6189
Kennedy, Lisa	Folsom	California	916-496-8665
Otega, Roland	Hawthorne	California	310-256-5364
Kumar, Rajneel	Hayward	California	510-989-2059
Gamayon, Leah	Hollister	California	831-673-3913
Walls, Shonnicka	Lakewood	California	562-380-1688
Davila, Hazel	Oxnard	California	310-752-3884
Sewell, Lisa	Pacific Palisades	California	310-266-0859
Vafaee, Vahid	San Diego	California	858-388-7878
Kuhn, Brandon	San Juan Capistrano	California	949-366-9610
Nichols, Randall	Santa Ana	California	657-235-8559
Pierce, Terry	South San Francisco	California	209-603-7771
Torres, Robert	Truckee	California	530-562-5449
Lee, Ronald	Celebration	Florida	407-566-0127
Brown II, Roger	Hialeah	Florida	305-799-6220
Patt, Priscilla	Hollywood	Florida	954-589-1727
Stiefel, Kelly	Hudson	Florida	727-378-5456
Mcclary, Michelle	Jacksonville	Florida	904-864-2504
Allen, Omar	Lauderhill	Florida	954-955-8540
Alexander, Khary	Miami	Florida	954-344-8060
Miranda, Jasmine	Miami	Florida	305-631-2848
Ishairzay, Sunil	Miami Beach	Florida	305-800-3866
Mondesir, Chester	Orlando	Florida	407-454-9807

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHONE</b>
Wisniewski, Chester	Oviedo	Florida	407-542-4151
Makanji, Pankaj	Titusville	Florida	321-444-3344
Cardozo, Gilmi	Weston	Florida	954-594-4437
Priester, Laquonya	Augusta	Georgia	706-888-1991
Martins, Paula	Canton	Georgia	954-415-2383
Ricks, Shakea	Decatur	Georgia	404-974-9812
Zayas, Charlette	Sandy Springs	Georgia	770-863-8899
Guyette, Lucila	Savannah	Georgia	912-657-9517
Apt, Susan	Monee	Illinois	708-534-7447
Thomas-Ceasor, Christina	Bettendorf	Iowa	563-265-8317
Ballard, Heather	Lexington	Kentucky	859-382-0881
Brown, Chante	Louisville	Kentucky	502-315-9184
Snowden, Lavonda	Beltsville	Maryland	443-660-9506
Smith, Wayne	Mitchellville	Maryland	301-731-9129
Kra, Sarah	Silver Spring	Maryland	240-650-0123
Elwart, Steven	Lapeer	Michigan	810-660-7728
Stenvold, Lori	Isle	Minnesota	763-634-5005
Albert, Amy	Medina	Minnesota	612-368-9850
Corbin, Tracye	Springfield	Missouri	417-496-1124
Patrick, Dorthella	Springfield	Missouri	417-986-0344
Schocke, Renae	St. Charles	Missouri	870-491-5215
Miller, Christine	Barnegat	New Jersey	973-320-9281
Feng, Helen	East Windsor	New Jersey	317-730-7146
Sampson, Mark	Elizabeth	New Jersey	863-438-5107
Healy, Kenneth	Harrison	New York	914-291-5692
Esteves, Maria	Mahopac	New York	845-531-9376
Alonzo, Michael	Mineola	New York	516-880-2457
Morrow, Brent	Clemmons	North Carolina	336-473-1666
Hairston, Loni	Columbus	Ohio	614-263-0165
Kim, Alex	Oklahoma City	Oklahoma	405-667-7901
Roe, Sarah	La Grande	Oregon	541-982-6282
Webb, Vernon	Phoenixville	Pennsylvania	484-240-3100
Warren, Lauren	Blountville	Tennessee	423-574-1577
Veatch, Lori	Friendswood	Texas	281-747-3030
Colby, Tyler	Frisco	Texas	925-218-4746
Schneider, Patricia	Houston	Texas	832-409-5492
Funches-Thomas, Breyana	Houston	Texas	832-538-5288
Simper, Jillian	Mckinney	Texas	210-860-4958

<b>PRIMARY CONTACT</b>	<b>CITY</b>	<b>STATE</b>	<b>WORK PHONE</b>
Pinto, Marco Antonio	New Braunfels	Texas	954-344-8060
Laverock, Alex	Richmond	Texas	832-451-9833
Watson, Bill	Round Rock	Texas	512-366-5879
Mohring, Linda	Mechanicsville	Virginia	804-569-2677
Sullenberger, Christine	Virginia Beach	Virginia	757-932-7800

**Reacquired Franchises**

**None**

**\*Franchises That Otherwise Ceased Operating**

**\* None - See footnote 1 in Item 20.**

**EXHIBIT E**  
**STATE SPECIFIC ADDENDA AND RIDERS**

**CALIFORNIA STATE ADDENDUM TO  
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 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 person 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. Registration of this disclosure document does not constitute approval, recommendation, or endorsement by the California Department of Financial Protection and Innovation.
11. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at [www.dfpi.ca.gov](http://www.dfpi.ca.gov).
12. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims

under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**HAWAII STATE ADDENDUM TO  
CP FRANCHISING, LLC  
FRANCHISE DISCLOSURE DOCUMENT**

1. Item 1 is amended to add the following:

The name and address of our agent in this state authorized to receive service of process is the Hawaii Commissioner of Securities, Department of Commerce and Consumer Affairs, 335 Merchant Street, Honolulu, Hawaii 96813.

2. Item 17, Summary column for (i) is amended to add the following:

Under Hawaii law, on termination or refusal to renew the franchise, you are entitled to be compensated for the fair market value, at the time of the termination or expiration of the franchise, of your inventory, supplies, equipment and furnishings purchased from us or a supplier we designated; except that personalized materials that have no value to us need not be compensated for. If we refuse to renew the franchise for the purpose of converting your business to one we own and operate, we, in addition to the remedies described above, will compensate you for the loss of goodwill. We may deduct from the compensation reasonable costs incurred in removing, transporting, and disposing of your inventory, supplies, equipment, and furnishings under this requirement, and may offset from the compensation any moneys you owe us.

4. Item 20 is amended to add the following:

Registrations, exemptions, or notices are effective for this franchise in the states of California, Florida, Hawaii, Kentucky, Illinois, Indiana, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin.

Proposed registrations or filings for these franchises are or will be shortly on file in Maryland.

No states have refused, by order or otherwise, to register this franchise.

No states have revoked or suspended the right to offer this franchise.

There are no states in which a proposed registration of this franchise has been withdrawn.

5. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.



## HAWAII DISCLAIMER

**THESE FRANCHISES WILL BE OR HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

Registered agent in Hawaii authorized to receive service of process: Hawaii Commissioner of Securities, Department of Commerce and Consumer Affairs, 335 Merchant Street, Honolulu, Hawaii 96813.

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

1. The following is added to Item 17:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration or mediation to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

2. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE 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 3111 N. University Drive, Suite 800, 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**”).

Illinois law governs the Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Agreement may provide for arbitration or mediation to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**“US”**  
**CP FRANCHISING, LLC**

**“YOU”**

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

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

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

1. Item 17(v) of this disclosure document is amended to include the following:

The Florida venue provision will not supersede your right to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Item 17(w) is modified to state that nothing in the Franchise Agreement will reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law, and that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
3. 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.).
4. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE 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 3111 N. University Drive, Suite 800, 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. **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 Registration and Disclosure Law (“Maryland Law”).

3. **Jurisdiction.** Any litigation arising based on liability under Maryland Law may be brought by the Franchisee in Maryland.

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

5. **Notice.** The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**“US”**  
**CP FRANCHISING, LLC**

**“YOU”**

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

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

**MINNESOTA STATE ADDENDUM TO  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT**

1. 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).

2. 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, subds. 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; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. 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.

4. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE 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 3111 N. University Drive, Suite 800, 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.** Sections 1.4 and 11 of the Agreement are amended to add the following:

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

3. **Jurisdiction.** The following is added to Section 14.4:

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 9.1:

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

5. **Notice.** The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**“US”**  
**CP FRANCHISING, LLC**

**“YOU”**

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

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



**NEW YORK STATE ADDENDUM TO  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT**

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend,**" and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.
5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE RIDER TO  
CP FRANCHISING, LLC  
FRANCHISE AGREEMENT  
FOR USE IN NEW YORK**

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 3111 N. University Drive, Suite 800, 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. 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. The text of Section 7.4 after the heading is deleted in its entirety and replaced with the following:

You acknowledge, agree and consent: (A) that a violation of the terms of the covenants not to compete in this Agreement would result in immediate or irreparable injury to us for which no adequate remedy at law may be available; (B) that we may apply for 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, without limitation, reasonable attorneys' fees at all levels) incurred by us in connection with the enforcement of the foregoing covenants not to compete.

3. Section 14.3 is modified by adding the following sentence:

However, all rights enjoyed by you and your owners and any causes of action arising in your or your owners' favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force, it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. Section 14.4 is modified to include the following language:

The foregoing choice of law will not be a waiver of any right conferred on you or us by the General Business Law of the State of New York, Article 33.

5. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**“US”**  
**CP FRANCHISING, LLC**

**“YOU”**

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

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

**NORTH DAKOTA STATE ADDENDUM TO  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT**

1. The Summary column of Item 17(r) of this disclosure document is modified by adding the following sentence:

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

2. The Summary column of Item 17(u) of this disclosure document is amended by adding the following sentences:

Under the North Dakota Law, if applicable, the site of mediation must be agreeable to all parties and may not be remote from your place of business.

3. The Summary column of Item 17(v) of this disclosure document is amended to read as follows:

The North Dakota Law, if applicable, prohibits us from requiring you to consent to the jurisdiction of courts outside North Dakota, including courts in Florida.

4. The Summary column of Item 17(w) of this disclosure document is modified to read as follows:

If the North Dakota Law applies, the law of North Dakota.

5. If the North Dakota Law applies, we are prohibited from requiring you to waive trial by jury for any claims arising under the North Dakota Law.

6. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE 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 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_

(“**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. **Covenants Not to Compete.** Section 7 of the Agreement is amended to add the following sentence: "Covenants not to compete such as those referenced in this Section 7 are generally considered unenforceable in the State of North Dakota."

3. **Mediation.** Section 14.4 of the Agreement is amended to add the following sentence: "Under the North Dakota Franchise Investment Law, if applicable, the site of mediation must be agreeable to all parties and may not be remote from your place of business."

4. **Consent to Jurisdiction.** Section 14.4 of the Agreement is amended to add the following sentence: "The North Dakota Franchise Investment Law, if applicable, prohibits us from requiring you to consent to the jurisdiction of courts outside North Dakota, including courts in Florida."

5. **Governing Law.** Section 14.4 of the Agreement is amended to add the following sentence: "The North Dakota Franchise Investment Law, if applicable, requires all claims to be governed by North Dakota law and brought in courts of competent jurisdiction in North Dakota."

6. **Waiver of Trial By Jury.** Section 14.6 of the Agreement is amended to add the following sentence: "The North Dakota Franchise Investment Law, if applicable, prohibits us from requiring you to waive trial by jury for any claims arising under the North Dakota Franchise Investment Law."

7. **Waiver of Exemplary and Punitive Damages.** Section 14.7 of the Agreement is amended to add the following sentence: "The North Dakota Franchise Investment Law, if applicable, prohibits us from requiring you to waive exemplary and punitive damages for any claims arising under the North Dakota Franchise Investment Law."

8. **Agreements/Releases.** You will not be required to sign a General Release for any claim arising under the North Dakota Franchise Investment Law.

9. **Notice.** The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of

franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**“US”**  
**CP FRANCHISING, LLC**

**“YOU”**

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

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

**Applicable to Ohio Franchisee Only**

**Notice of Cancellation**

\_\_\_\_\_ (Enter date of transaction)

**You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Compliance Department, at 3111 N. University Drive, Suite 800, Coral Springs, FL 33065, or an email to the Compliance Department at [compliance@cruiseplanners.com](mailto:compliance@cruiseplanners.com), not later than midnight of \_\_\_\_\_ (enter date five business days from the date of transaction).**

**I hereby cancel this transaction.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Purchaser's Signature)**



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**Applicable to Ohio Franchisee Only**

**Notice of Cancellation**

\_\_\_\_\_ (Enter date of transaction)

**You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Compliance Department, at 3111 N. University Drive, Suite 800, Coral Springs, FL 33065, or an email to the Compliance Department at [compliance@cruiseplanners.com](mailto:compliance@cruiseplanners.com), not later than midnight of \_\_\_\_\_ (enter date five business days from the date of transaction).**

**I hereby cancel this transaction.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Purchaser's Signature)**

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**RHODE ISLAND STATE ADDENDUM TO  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT**

1. 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.

2. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE 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 3111 N. University Drive, Suite 800, 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.

3. **Notice.** The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**“US”**  
**CP FRANCHISING, LLC**

**“YOU”**

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

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

**WASHINGTON STATE ADDENDUM TO  
CP FRANCHISING, LLC  
DISCLOSURE DOCUMENT**

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

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

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

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

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

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

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

Pursuant to RCW 19.100.010(F), any person who receives financial incentives to refer franchise prospects to the franchisor may be required to register as a franchise broker under the laws of Washington State. Accordingly, any franchisee may be required to register as a broker in order to receive referral bonuses pursuant to Section 7.9 of the Franchise Agreement.

The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE RIDER TO  
CP FRANCHISING, LLC  
FRANCHISE AGREEMENT AND RELATED AGREEMENTS  
FOR USE IN WASHINGTON**

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

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

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

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

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

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

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

Pursuant to RCW 19.100.010(F), any person who receives financial incentives to refer franchise prospects to the franchisor may be required to register as a franchise broker under the laws of Washington. Accordingly, any franchisee may be required to register as a broker in order to receive referral bonuses pursuant to Section 7.9 of the Franchise Agreement.



The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**“US”**  
**CP FRANCHISING, LLC**

**“YOU”**

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

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

**STATE ADDENDUM TO CP FRANCHISING, LLC DISCLOSURE DOCUMENT  
FOR INDIANA, MICHIGAN, SOUTH DAKOTA, VIRGINIA, AND WISCONSIN**

The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE RIDER TO CP FRANCHISING, LLC FRANCHISE AGREEMENT  
FOR CALIFORNIA, HAWAII, INDIANA, MICHIGAN,  
SOUTH DAKOTA, VIRGINIA, AND WISCONSIN**

The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**“US”**  
**CP FRANCHISING, LLC**

**“YOU”**

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

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

## EXHIBIT F

### FORM OF CONFIDENTIALITY AGREEMENT

{NOTE: The following is the current form of Confidentiality Agreement that we may require any of your owners, or any Associate you employ or engage, to sign. We may, in our sole discretion, periodically modify the form of the Confidentiality Agreement.}

#### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into effective \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between CP Franchising, LLC, a Delaware limited liability company (together with all successors, affiliates, agents, and employees thereof, “CP”), \_\_\_\_\_ (“Franchisee”), and \_\_\_\_\_, (“Associate”). In connection with the services provided to Franchisee by Associate, Associate, Franchisee and CP agree that any disclosure of Confidential Information to Associate shall be upon the terms set forth below:

**1. Confidential Information.** For purposes of this Agreement, “Confidential Information” shall mean all information made available to Associate by Franchisee or CP, in connection with the operation of a Cruise Planners® travel business, including, without limitation: all financial and/or sales information; vendor, customer, franchisee, client or employee lists; personally identifiable information of clients entered into CPM maxx, the Cruise Planners® business management tool; competitive processes; market information, operating and training manuals and materials; non-public documents, lists, plans, processes, methods, designs, ideas, and inventions; information related to proprietary technology or innovations; marketing plans or campaigns, business plans or practices, general business or marketing strategies; training materials, strategies and methodologies; sales and customer data analytics; strategic analysis and work product generated from or prepared for CP; samples, prototypes, studies, non-public information disclosed or made available by CP or anyone acting on behalf of CP; and any other information relating to the business or affairs of CP. Confidential Information shall not include any disclosure of information that: (a) enters the public domain through no fault of the Recipient; (b) is known by the Recipient before it is disclosed by Cruise Planners, as shown by Recipient’s records, provided the source of such information was not known or reasonably suspected by the Recipient to be bound by a confidentiality agreement or other contractual, legal or fiduciary obligation with respect to such information; or (c) CP agrees in advance in writing does not constitute Confidential Information.

**2. Restrictions on Use of Confidential Information.** Except as expressly provided to the contrary herein, Associate shall maintain any and all Confidential Information in strict and complete confidence, and shall not, without the prior written permission of CP, publish, disclose, transfer, release, or divulge, either directly or indirectly, any such Confidential Information to any third party or use any such Confidential Information for any purpose other than a Cruise Planners® travel business or as directed by Franchisee subject to the terms and conditions of Franchisee’s obligations to Franchisor. Associate may disseminate Confidential Information only to employees of CP or third parties designated by CP, and Associate shall ensure that such individuals are made

aware of Associate's obligations under this Agreement and are bound to uphold them. When in doubt, Associate shall seek clarification from CP and abide by the determination of CP.

**3. Exclusions.** Associate's obligations under Paragraph 2 hereof shall not apply or shall cease to apply to any Confidential Information which is in the public domain or becomes so through no fault of Associate. Specific information which is not itself within any of the exceptions specified in this paragraph 3 shall not be brought within any of such exceptions simply because it is embraced by general information which is within such exceptions. The fact that information may itself come within any of the above exceptions shall not prevent its combination with other information, or its adoption or use by CP, from constituting Confidential Information.

**4. No Transfer or License.** All Confidential Information made available to Associate by CP shall be and remain the sole and exclusive property of CP; and all Confidential Information provided to Associate by Franchisee shall be and remain the sole and exclusive property of Franchisee. Neither this Agreement nor the disclosure of Confidential Information hereunder shall result in the grant to Associate of any right to or license of any intellectual property or other proprietary property of CP or Franchisee.

**5. Return of Documents and Other Tangible Material.** All Confidential Information, together with all copies thereof and any products, documents, models, notes, lists, computer programs, blue prints, plans, drawings, procedures, manuals, prototypes, correspondence, or other materials in Associate's possession which contain or embody any such Confidential Information, shall be promptly returned to CP or Franchisee upon the earlier to occur of: (a) the voluntary or involuntary separation of Associate from Franchisee's Cruise Planners® travel business; or (b) any request by CP or Franchisee. Further, upon termination of Associate's engagement, Associate shall not retain copies, notes or abstracts of any materials that contain or embody any Confidential Information. CP may notify third parties of the existence of this agreement, and shall be entitled to full injunctive relief, and any other legal remedies available for any breach.

**6. Term.** The time-period during which information shall be exchanged under this Agreement shall commence on the Effective Date and continue for three (3) calendar years after the voluntary or involuntary separation of Associate from Franchisee's Cruise Planners® travel business. The restrictions on Associate's disclosure and use of Confidential Information contained in Paragraph 2 hereof shall continue: (a) with regard to each item of Confidential Information which constitutes a trade secret under applicable law, for such time as such item shall continue to constitute a trade secret under applicable law; and (b) with regard to each item of Confidential Information, other than trade secrets, for a period of ten (10) years from the date upon which such item and any permitted copies thereof or materials containing or embodying such item have been returned to CP in accordance with paragraph 5 of this Agreement.

**7. Legally Compelled Disclosure.** In the event Associate should be required by applicable law or legal process to disclose any Confidential Information, such disclosure shall not constitute a breach of this Agreement provided Associate, prior to making any such disclosure: (a) provides CP with prompt notice of such requirement so that it may seek an appropriate protective order or other

remedy; and (b) consults with CP with respect to taking steps to resist or narrow the scope of such required disclosure.

**8. Injunctive Relief.** The parties acknowledge and agree that with respect to any actual or threatened violation of this Agreement by or through Associate, in addition to whatever remedies may be available under applicable law, CP shall be entitled to specific performance of this Agreement and to injunctive relief to prevent the disclosure or unauthorized use of any Confidential Information.

**9. Remedies; Indemnification.** CP, Franchisee and Associate each agree that its obligations set forth in this Agreement are necessary and reasonable to protect CP and its business. CP, Franchisee and Associate each expressly agree that due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate CP and/or Franchisee for any breach by Associate of its covenants and agreements set forth in the Agreement. Accordingly, CP and Associate each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to CP and/or Franchisee and that, in addition to any other remedies that may be available, in law, in equity or otherwise, CP and/or Franchisee shall be entitled (a) to obtain injunctive relief against the threatened or actual breach by Associate, without the necessity of proving actual damages, and (b) to be indemnified by Associate from any loss or harm, including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with any breach or enforcement of Associate's obligations under this Agreement or the unauthorized use or disclosure of the Confidential Information.

**10. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to the choice of law principles thereof.

**11. Effect/No Assignment.** This Agreement shall be binding upon the parties, their respective successors, and permitted assigns. Associate may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of CP.

**12. Severability.** The unenforceability or invalidity of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions or any other Agreement between Associate and CP or Associate and Franchisee, but such remaining provisions shall be construed and interpreted in such a manner as to carry out fully the intent of the parties; provided, however, that should any judicial body interpreting this Agreement deem any provision to be unreasonably broad in time, scope, or otherwise, the parties each acknowledge their intent and desire that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

**13. Entire Agreement.** This Agreement constitutes the entire agreement between CP and Associate and Associate and Franchisee relating to the Confidential Information, and supersedes any previous agreement between the parties, relating to the Confidential Information. Any modification or amendment of this Agreement must be in writing and signed by CP. This Agreement shall be binding upon Associate and his/her personal representatives and successors in interest, and shall inure to the benefit of CP and/or Franchisee, their successors, and assigns.

**FOR GOOD AND VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the undersigned Associate herein acknowledges and agrees with the foregoing.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**ACKNOWLEDGED, EXECUTED AND AGREED:**

<b>ASSOCIATE(S):</b> _____ <b>Signature(s)</b> _____ <b>Print Name(s):</b> _____ <b>Address:</b> _____ _____ <b>Email:</b> _____ <b>Phone Number:</b> _____ <b>Dated:</b> _____	<b>FRANCHISEE:</b> _____ <b>Signature</b> _____ <b>Print Name:</b> _____ <b>Dated:</b> _____ <b>CP FRANCHISING, LLC:</b> _____ <b>Signature</b> _____ <b>Print Name:</b> _____ <b>Dated:</b> _____ <b>(Effective Date)</b>
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## EXHIBIT G

### AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for enforcing franchise disclosure/registration laws; state agencies serving as our agents for service of process if we are registered under the franchise disclosure/registration laws of their states; and our agent for service of process in Delaware.

In states and territories not listed, we do not have agents for service of process under franchise disclosure/registration laws, but we may have agents for service of process for other purposes.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation 320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, CA 90013 (866) 275-2677  71 Stevenson Street, Suite 2100 San Francisco, CA 94105 (415) 972-8577	Commissioner of the Department of Financial Protection and Innovation
DELAWARE		Corporate Creations Network, Inc. 3411 Silverside Road Tatnall Building, Suite 104 Wilmington, DE 19810
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Hawaii Commissioner of Securities
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau



<b>State</b>	<b>State Agency</b>	<b>Agent for Service of Process</b>
MINNESOTA	Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 <sup>st</sup> Floor New York, NY 10005 (212) 416-8222	New York Secretary of State New York Department of State 99 Washington Avenue Albany, NY 11231 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, Fourteenth Floor, Dept 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	Director of the Division of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 <sup>th</sup> Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 <sup>st</sup> Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200	Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

**EXHIBIT H**  
**STATE EFFECTIVE DATES**

### **State Effective Dates**

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

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

<b>STATE</b>	<b>EFFECTIVE DATE</b>
California	January 1, 2024 (Exempt)
Hawaii	[_____]
Illinois	[_____] (Exempt)
Indiana	[_____] (Exempt)
Maryland	[_____] (Exempt)
Michigan	September 6, 2023
Minnesota	[_____]
New York	[_____] (Exempt)
North Dakota	[_____] (Exempt)
Rhode Island	[_____] (Exempt)
South Dakota	[_____]
Virginia	[_____] (Exempt)
Washington	[Pending]
Wisconsin	[_____]

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

**EXHIBIT I**

**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 CP Franchising, LLC ("we" or "us") offers 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, us or an affiliate in connection with the proposed franchise sale.

**Iowa** requires that we give you this disclosure document at the 1st personal meeting. **Michigan** requires that we give you this disclosure document 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first. **New York** requires that we give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the 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 identified in Exhibit G.

The name, principal business address, and telephone number of each franchise seller offering the franchise:

Name	Principal Business Address	Telephone Number
Dan Hicks	3111 N. University Drive, Suite 800 Coral Springs, Florida 33065	(954) 344-8060
Katja Rosado	3111 N. University Drive, Suite 800 Coral Springs, Florida 33065	(954) 344-8060
Mark Junette	3111 N. University Drive, Suite 800 Coral Springs, Florida 33065	(954) 344-8060

Issuance Date: April 18, 2024

I received a disclosure document dated April 18, 2024 that included the following Exhibits:

- |   |                                      |   |                                   |
|---|--------------------------------------|---|-----------------------------------|
| A | Franchise Agreement                  | F | Form of Confidentiality Agreement |
| B | Financial Statements                 | G | Agents for Service of Process     |
| C | Franchisees                          | H | State Effective Dates             |
| D | Franchisees Who Have Left The System | I | Receipts                          |
| E | State Specific Addenda and Riders    |   |                                   |

Date \_\_\_\_\_

Prospective  
Franchisee \_\_\_\_\_  
*(Signature)*

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

## RECEIPT

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| E | State Specific Addenda and Riders    |   |                                   |

Date \_\_\_\_\_

Prospective  
Franchisee \_\_\_\_\_  
(Signature)

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

*Sign and return this copy to: CP Franchising, LLC, 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, (954) 344-8060.*