



CRUISE PLANNERS

YOUR CRUISE & VACATION EXPERTS

**FRANCHISE
DISCLOSURE
DOCUMENT**

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CruisePlannersFranchise.com

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FRANCHISE DISCLOSURE DOCUMENT



CP Franchising, LLC
a Delaware limited liability company
3111 N. University Drive, Suite 800
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(954) 344-8060
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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 \$2,295 to \$23,465. 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, info@cruiseplannersfranchise.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read 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 for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March 29, 2023

How to Use This Franchise Disclosure Document

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

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

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. From June 2010 to May 2015, Mr. Hicks was our Director of Franchise Development.

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. From June 2017 to June 2018, Ms. Hetzel was an Assistant Controller for Consolidated Water in Coral Springs, Florida. From August 2009 to June 2017, she was a Manager for PricewaterhouseCoopers in Fort Lauderdale, Florida.

Senior Franchise Operations 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.

Initial Franchise Fee	Category	Definition of Category
\$10,995	New Travel Advisor	No previous travel advisor experience.

Initial Franchise Fee	Category	Definition of Category
\$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.
\$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 2022, 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. For each additional person who attends the Initial Training Program, you must pay us a training fee of \$695. 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).

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

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

**ITEM 6.
OTHER FEES**

(1) Type of Fee¹	(2) Amount	(3) Due Date	(4) Remarks
Royalty ²	1.5% - 3% of Gross Commissionable Fares ³ depending on the commission rates paid by Travel Suppliers ⁴	We deduct royalty fees and other amounts due us from the commissions we receive from Travel Suppliers. ³	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 ⁵	\$0 to \$2,000 per year ⁴ – amount varies depending on your experience level, your Departed Commissionable Revenue ² and the number of years you have been a franchisee	On the anniversary of your franchise; the 3rd year annual maintenance fee is due upon renewal.	Amount varies based on Departed Commissionable Revenue.
Annual E&O Insurance Fee ⁶	\$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.

(1) Type of Fee¹	(2) Amount	(3) Due Date	(4) Remarks
Transfers ⁷	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	
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 Supplemental Training Fees	\$100 to \$695 ⁸	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 ⁹
Indemnification	Will vary under circumstances ¹⁰	As incurred	
Costs and Attorneys' Fees	Will vary under circumstances ¹¹	As incurred	
Annual Access ¹²	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. In the event that 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; and (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, or if the booking is non-commissionable and you charge a markup, 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.

5. The annual maintenance fee is calculated as follows:

Fiscal Year	Experience Designation	Departed Commissionable Revenue		
		Under \$15K	\$15K or more	
1+	New Travel Advisors, RET, and SETI	\$500	No Charge	
Fiscal Year	Experience Designation	Departed Commissionable Revenue		
		Under \$75K	\$75K - \$100K	Over \$100K
1+	Seasoned Travel Advisors	\$2,000	\$1,000	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 in-person Initial Training Program is \$695. This fee does not cover hotel accommodations or airfare. Our Associate Virtual Training Program is available to an Associate for \$249, and can be completed via our online training software. These fees are subject to change on written notice from us. The fee to re-take the in-person Initial Training Program is \$495 for the entire program or \$100 per day. These fees do not cover hotel accommodations or airfare. These fees are subject to change upon 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 have to 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 have to obtain an injunction against you. We cannot estimate what these amounts will be as they vary due to numerous factors including the types of claims and defenses, the nature of the defenses, the length and complexity of the case, the fees charged by attorneys and experts, the venue of the dispute, and any associated costs and expenses.

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

Type of Expenditure	Amount (Low - High)	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ¹	\$695 - \$10,995	Lump sum	When you sign the Franchise Agreement	Us
Rent – 3 Months ²	\$0 - \$3,000	As agreed	As agreed	Landlord
Office Equipment, Furniture and Fixtures ³	\$400 - \$2,200	As agreed	As agreed	Third Parties
Start-Up Marketing	\$500 - \$1,500	As agreed	Prior to opening	Third Parties

Type of Expenditure	Amount (Low - High)	Method of Payment	When Due	To Whom Payment is to be Made
Administrative Service Fee – 3 Months ⁴	\$0 - \$210	As incurred	Monthly	Us
Professional Fees ⁵	\$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 ⁶	\$0 - \$85	Lump sum	When you sign the Franchise Agreement	Us
Initial Training Program Fees ⁷	\$0 - \$695	Lump sum	When you attend the initial training	Us
Initial Training Program Expenses ⁸	\$100 - \$450	As incurred	As incurred	Third Parties
Licenses and Permits ⁹	\$150 - \$650	Lump sum on application	Prior to opening	Third Parties
Miscellaneous Opening Costs ¹⁰	\$100 - \$500	Lump sum	As incurred	Third Parties
Additional Funds – 3 Months ^{11, 12, 13}	\$250 - \$2,500	Terms vary	As incurred	Third Parties
TOTAL¹⁴	\$2,295- \$23,465			

Explanatory Notes:

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

3. 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.

4. 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.

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

6. This estimate assumes 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.

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. There is no charge for one owner to attend the Initial Training Program. There is a \$695 charge for each Associate or co-owner who attends the Initial Training Program. An Associate may attend the Initial Training Program, or may complete our online Associate Virtual Training Program for \$249.

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

9. 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.

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

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

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

13. 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.

14. 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 2022, franchisees paid us \$719,035 in E&O insurance fees. That amount was included in our total revenue of \$43,273,051, as reflected on our audited financial statement, and was about 1.66% of our total revenue.

Except for E&O insurance, in 2022, 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 particular 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 carrier's 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 at this time.

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.

	Obligation	Section in Agreement	Disclosure Document Item
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

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation	2.0	0	Online
Introduction to the Industry	2.0	0	Hotel or conference center near our headquarters in Coral Springs, Florida*
Product Knowledge	1.0	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	6.0	0	On cruise ships

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Post STAR U Coaching, Training, and Webinars	10.0	0	Online or by phone
Total	54.0	0	

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

The persons conducting our training are as follows:

Name	Position with Us	Experience		Subject being Taught
		In Field	With Us	
Alina Moyer	Special Programs Manager	35	7	Travel Insurance
Ana Parodi	VP Sales & Business Development	32	1	Product Knowledge
Brian Shultz	Chief Information Officer	13	13	Technology and Web Program
Debbi Dunn	Senior Events Manager	48	13	Operations
Diana Riel	Director of Operations	35	12	Operations and reservations
Gabriel Fernandez	Groups & CP Vacation Manager	24	1	Groups
Laura Blanco	Director, Destination Sales	23	13	Product Knowledge, Sales
Michael Heim	Strategic Development Manager	12	7	Product Knowledge
Michelle Fee	Chief Executive Officer	38	27	Marketing, Sales
Nikki Hetzel	AVP Finance	14	5	Operations and Accounting
Phill Guerra	VP Technology	13	13	Reservations and Technology, Operations, Marketing
Scott Koepf	Chief Strategy Officer	40	5	Introduction to Industry Sales, Marketing, Operations
Teresa LeClair	Director, Creative	30	16	N/A
Theresa Scalzitti	Chief Operations Officer	26	7	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, 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 2nd training session offered by us following the

effective date of the Franchise Agreement. The fee to re-take the Initial Training Program is \$495 for the entire program or \$100 per day. 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, a SETI or a RET, 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 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 additional person who attends the Initial Training Program, you must pay us a training fee of \$695. In addition, our Associate Virtual Training Program is available to an Associate for \$249, and can be completed via our online training software. 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 actually known to us which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights.

You must treat the operating 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 kept current at all times. In the event of any disputes as to the contents of the operating and training materials, the terms of the master copy maintained by us at our home office or via our Intranet will be controlling.

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

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

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

You must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement and continuously exert your best efforts to promote and enhance your **CRUISE PLANNERS®** Business for the full term of the Franchise Agreement. We generally offer **CRUISE**

PLANNERS® franchises only to individuals. If you are or become a business entity, we may limit the number of owners and/or require that the business entity designate a 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.

	Provision	Section in Franchise Agreement	Summary
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 st day of the 2 nd 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

	Provision	Section in Franchise Agreement	Summary
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
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 CRUISE PLANNERS® Business for a period of 1 year after the termination of the Franchise Agreement, subject to state law.

	Provision	Section in Franchise Agreement	Summary
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.
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 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 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	3113	2654	-459
	2021	2654	2655	+1
	2022	2655	2594	-61
Company-Owned	2020	1	1	0
	2021	1	1	0
	2022	1	1	0
Total Outlets	2020	3114	2655	-459
	2021	2655	2656	+1
	2022	2656	2595	-61

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2020 to 2022

State	Year	Number of Transfers
Florida	2020	2
	2021	0
	2022	0
Indiana	2020	0
	2021	0
	2022	1
New York	2020	1
	2021	0
	2022	0
South Carolina	2020	0
	2021	0
	2022	1
Texas	2020	0
	2021	0
	2022	1
Washington	2020	2
	2021	0
	2022	0
Total	2020	5
	2021	0
	2022	3

**Table No. 3
Status of Franchised Outlets For Years 2020 to 2022**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama*	2020	33	4	8	0	0	0	29
	2021	29	3	1	2	0	0	29
	2022	29	3	2	2	0	0	28
Alaska	2020	2	2	0	0	0	0	4
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	1	2
Arizona	2020	75	9	18	1	0	1	64
	2021	64	12	6	4	0	2	64
	2022	64	10	9	4	0	2	59
Arkansas	2020	13	1	1	0	0	1	12
	2021	12	5	1	0	0	0	16
	2022	16	1	0	0	0	1	16
California	2020	271	24	64	4	0	6	221
	2021	221	31	8	16	0	9	219
	2022	219	18	15	8	0	6	208
Colorado	2020	92	6	18	1	0	6	73
	2021	73	11	4	3	0	3	74
	2022	74	8	12	2	0	2	66
Connecticut*	2020	32	2	5	1	0	1	27
	2021	28	1	1	1	0	2	25
	2022	25	1	0	4	0	0	22
Delaware	2020	14	2	5	0	0	0	11
	2021	11	1	0	0	0	0	12
	2022	12	1	2	0	0	0	11
Dist. of Columbia	2020	1	0	1	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Florida*	2020	706	54	142	9	0	3	606
	2021	605	61	37	27	0	5	597
	2022	597	85	49	19	0	9	605
Georgia	2020	140	8	25	4	0	4	115
	2021	115	20	5	3	0	2	125
	2022	125	17	6	4	0	3	129
Hawaii	2020	9	0	2	0	0	0	7
	2021	7	0	1	3	0	0	3
	2022	3	2	0	0	0	0	5

Idaho	2020	12	2	3	0	0	0	11
	2021	11	1	1	1	0	1	9
	2022	9	4	1	0	0	0	12
Illinois	2020	76	3	14	1	0	1	63
	2021	63	2	3	2	0	1	59
	2022	59	6	7	4	0	2	52
Indiana	2020	44	2	8	0	0	0	38
	2021	38	7	3	0	0	1	41
	2022	41	1	3	1	0	0	38
Iowa	2020	5	0	0	0	0	0	5
	2021	5	2	1	0	0	0	6
	2022	6	2	0	0	0	1	7
Kansas	2020	14	1	4	0	0	0	11
	2021	11	4	1	0	0	0	14
	2022	14	1	2	1	0	1	11
Kentucky	2020	26	2	6	1	0	1	20
	2021	20	1	2	1	0	0	18
	2022	18	2	3	0	0	0	17
Louisiana	2020	27	2	4	0	0	0	25
	2021	25	6	1	2	0	1	27
	2022	27	3	1	3	0	0	26
Maine	2020	7	0	2	0	0	1	4
	2021	4	1	0	0	0	0	5
	2022	5	0	0	1	0	0	4
Maryland	2020	62	6	15	1	0	1	51
	2021	51	4	4	4	0	0	47
	2022	47	5	4	3	0	1	44
Massachusetts	2020	38	5	7	0	0	0	36
	2021	36	5	2	2	0	0	37
	2022	37	3	6	0	0	0	34
Michigan	2020	51	2	9	1	0	1	42
	2021	42	6	2	3	0	0	43
	2022	43	5	2	2	0	0	44
Minnesota	2020	27	0	4	0	0	1	22
	2021	22	5	0	1	0	0	26
	2022	26	6	2	0	0	0	30
Mississippi	2020	8	2	1	0	0	0	9
	2021	9	0	1	0	0	0	8
	2022	8	0	2	1	0	0	5
Missouri*	2020	42	3	9	0	0	0	36
	2021	35	8	5	3	0	1	34
	2022	34	10	6	0	0	0	38

Montana	2020	6	2	3	0	0	1	4
	2021	4	1	0	1	0	0	4
	2022	4	0	0	0	0	0	4
Nebraska	2020	9	1	0	0	0	0	10
	2021	10	2	0	2	0	1	9
	2022	9	0	1	0	0	1	7
Nevada	2020	40	2	10	0	0	2	30
	2021	30	9	2	3	0	2	32
	2022	32	2	1	1	0	3	29
New Hampshire	2020	15	3	3	0	0	0	15
	2021	15	3	0	1	0	0	17
	2022	17	0	1	0	0	0	16
New Jersey*	2020	121	6	19	3	0	5	100
	2021	99	12	7	3	0	4	97
	2022	97	8	8	2	0	2	93
New Mexico	2020	5	0	0	0	0	0	5
	2021	5	0	0	1	0	1	3
	2022	3	1	0	0	0	0	4
New York*	2020	160	8	36	3	0	2	127
	2021	128	11	8	5	0	3	123
	2022	123	13	10	2	0	4	120
North Carolina	2020	101	4	20	2	0	1	82
	2021	82	8	9	4	0	5	72
	2022	72	9	5	2	0	6	68
North Dakota	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Ohio	2020	55	4	8	0	0	2	49
	2021	49	6	3	2	0	0	50
	2022	50	4	3	2	0	0	49
Oklahoma	2020	12	4	4	1	0	0	11
	2021	11	2	1	1	0	0	11
	2022	11	3	0	0	0	0	14
Oregon	2020	24	4	6	1	0	0	21
	2021	21	3	2	2	0	0	20
	2022	20	3	2	0	0	2	19
Pennsylvania*	2020	87	9	17	1	0	3	75
	2021	76	10	2	3	0	3	78
	2022	78	7	3	4	0	3	75
Puerto Rico	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

Rhode Island	2020	5	2	1	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	2	2	1	0	0	5
South Carolina	2020	49	6	4	0	0	1	50
	2021	50	11	2	2	0	0	57
	2022	57	4	1	3	0	1	56
South Dakota	2020	3	1	1	0	0	0	3
	2021	3	0	1	0	0	0	2
	2022	2	3	0	0	0	3	2
Tennessee	2020	41	7	9	1	0	1	37
	2021	37	9	3	4	0	0	39
	2022	39	7	2	0	0	1	43
Texas	2020	343	36	61	3	0	3	312
	2021	312	32	12	17	0	6	309
	2022	309	27	30	9	0	7	290
Utah	2020	28	3	4	0	0	1	26
	2021	26	4	3	0	0	1	26
	2022	26	1	4	0	0	0	23
Vermont	2020	2	0	0	0	0	0	2
	2021	2	0	1	0	0	0	1
	2022	1	0	1	0	0	0	0
Virginia*	2020	100	7	20	1	0	2	84
	2021	85	7	3	1	0	0	88
	2022	88	16	9	2	0	1	92
Washington	2020	45	1	8	1	0	0	37
	2021	37	3	1	3	0	0	36
	2022	36	6	2	1	0	2	37
West Virginia	2020	9	0	4	0	0	0	5
	2021	5	3	1	0	0	0	7
	2022	7	1	0	0	0	1	7
Wisconsin	2020	22	3	6	1	0	0	18
	2021	18	4	0	0	0	0	22
	2022	22	3	2	1	0	0	22
Wyoming	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	1	2
Total	2020	3113	255	619	42	0	53 ¹	2654
	2021	2654	339	151	133	0	54 ¹	2655
	2022	2655	316	221	89	0	67 ¹	2594

*For Alabama, Florida, Missouri and New Jersey in 2020, the outlet counts for "Outlets Opened" and "Outlets At End of the Year" have been reduced by one outlet. For Connecticut, New York, Pennsylvania and Virginia in 2020, the outlet counts for "Outlets Opened" and "Outlets At End of the Year" have been increased by one outlet. These adjustments relate to franchisees who moved their CRUISE PLANNERS® businesses to other states.

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 2020 to 2022**

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	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Total	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1

**Table No. 5
Projected Openings as of December 31, 2022**

State	Franchise Agreements Signed But Outlets Not Opened (As of December 31, 2022)	Projected New Franchised Outlets in the Next Fiscal Year (In 2023)	Projected New Company-Owned Outlets in the Next Fiscal Year (In 2023)
Alabama	1	11	0
Alaska	0	1	0
Arizona	0	5	0
Arkansas	0	1	0
California	5	29	0
Colorado	2	6	0
Connecticut	1	5	0
Delaware	0	2	0
District of Columbia	0	3	0
Florida	9	74	0
Georgia	7	16	0
Hawaii	0	1	0
Idaho	0	1	0
Illinois	1	12	0
Indiana	1	3	0
Iowa	0	2	0
Kansas	0	0	0
Kentucky	1	3	0
Louisiana	0	7	0
Maine	0	0	0
Maryland	2	9	0
Massachusetts	1	2	0
Michigan	0	9	0
Mississippi	0	1	0
Minnesota	1	1	0
Missouri	0	5	0
Montana	1	0	0
Nebraska	0	2	0
Nevada	1	4	0

State	Franchise Agreements Signed But Outlets Not Opened (As of December 31, 2022)	Projected New Franchised Outlets in the Next Fiscal Year (In 2023)	Projected New Company-Owned Outlets in the Next Fiscal Year (In 2023)
New Hampshire	0	0	0
New Jersey	0	12	0
New Mexico	0	1	0
New York	0	13	0
North Carolina	3	15	0
Ohio	2	5	0
Oklahoma	0	0	0
Oregon	0	2	0
Pennsylvania	0	10	0
Rhode Island	0	0	0
South Carolina	1	7	0
South Dakota	0	1	0
Tennessee	3	9	0
Texas	5	34	0
Utah	0	3	0
Virginia	2	9	0
Washington	0	5	0
West Virginia	0	3	0
Wisconsin	1	2	0
Total	51	346	0

The names, cities, states and business telephone numbers of franchisees in our franchise system as of December 31, 2022 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 2022; who had **CRUISE PLANNERS®** franchises terminated, not renewed or reacquired by us in 2022; who otherwise voluntarily or involuntarily ceased operating under their Franchise Agreements in 2022; 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, 2022, December 31, 2021 and December 31, 2020 are attached to this disclosure document as Exhibit B.

Our fiscal year ends December 31.

**ITEM 22.
CONTRACTS**

Our 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:

	Initial Franchise Fee	Experience Designation
<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:

Initial Franchise Fee	Category	Definition of Category
\$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, meal (unless included in the training program), wage, and all other expenses incurred by you, your co-owner(s) or your Associates to attend the in-person Initial Training Program. 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. 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.

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; cancelation, 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 an infringing domain name. 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 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 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 (b) on the 1st day of the subsequent month for commissions meeting all 3 of these requirements (reservation recorded, booking departed, and payment received) between the 13th 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, that 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; and (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, or if the booking is non-commissionable and you charge a markup, 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. 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:

Fiscal Year	Experience Designation	Departed Commissionable Revenue		
		Under \$15K	\$15K or more	
1+	New Travel Advisors, RET, and SETI	\$500	No Charge	
Fiscal Year	Experience Designation	Departed Commissionable Revenue		
		Under \$75K	\$75K - \$100K	Over \$100K
1+	Seasoned Travel Advisors	\$2,000	\$1,000	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've 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, 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 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 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>FRANCHISEE:</p> <p>_____</p> <p>{Name of Business Entity if Applicable}</p> <p>_____</p> <p>Signature</p> <p>Print Name: _____</p> <p>Title (if applicable): _____</p> <p>Franchisee Address:</p> <p>_____</p> <p>_____</p> <p>Email: _____</p> <p>Phone Number: _____</p> <p>Dated: _____</p>	<p>FRANCHISOR:</p> <p>CP Franchising, LLC</p> <p>a Delaware limited liability company</p> <p>_____</p> <p>Signature</p> <p>Michelle Fee</p> <p>Chief Executive Officer</p> <p>Dated: _____</p> <p>(EFFECTIVE DATE)</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:

Cruise Planners Rewards Program	
Departed Commissionable Revenue	Cash Reward
\$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 _____, 2023.

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 _____, 2023.

FRANCHISOR:

CP FRANCHISING, LLC., a Delaware limited liability company

By: _____
Its: _____

FRANCHISEE:

Signature

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, 2022

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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
Assets			
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
Total current assets	45,864,858	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
	\$49,674,249	\$31,888,472	\$17,143,661
Liabilities and Member's Equity			
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	-	-
Total current liabilities	22,895,759	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	-	-
Total long-term liabilities	3,764,923	1,339,653	2,492,677
Total liabilities	26,660,682	21,010,126	12,126,217
Commitments and contingencies			
Member's equity	23,013,567	10,878,346	5,017,444
	\$49,674,249	\$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
Total revenue	44,282,068	20,074,090	15,543,975
Cost of revenue	7,894,127	4,063,232	3,572,375
Gross profit	36,387,941	16,010,858	11,971,600
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
	15,960,919	12,547,592	13,669,651
Operating income (loss)	20,427,022	3,463,266	(1,698,051)
Financial income (expense):			
Interest income, net	46,326	12,434	86,688
Other income (expense), net	7,786,352	3,865,202	7,213
	7,832,678	3,877,636	93,901
Net income (loss)	\$ 28,259,700	\$ 7,340,902	\$ (1,604,150)

See notes to financial statements.

CP Franchising, LLC
(A Limited Liability Company)

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

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)
Ending balance, December 31, 2022	\$ 23,013,567

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)	-	-
Net cash provided by (used in) operating activities	27,127,748	6,557,962	(854,419)
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	-	-
Net cash provided by (used in) investing activities	(308,752)	(463,897)	(303,858)
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
Net cash provided by (used in) financing activities	(16,124,479)	229,227	1,730,385
Net increase (decrease) in cash	10,694,517	6,323,292	572,108
Cash:			
Beginning	16,569,907	10,246,615	9,674,507
Ending	\$ 27,264,424	\$ 16,569,907	\$ 10,246,615
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

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

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

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

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

Accounting estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (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
	18,022,239	11,916,060	3,817,953
Less allowance for doubtful accounts	(1,819,747)	(1,747,781)	(1,356,959)
	\$ 16,202,492	\$ 10,168,279	\$ 2,460,994

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 4th, 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, 2022)

Primary Contact	City	State	Work Phone
Hill, Jason	Trussville	Alabama	205-821-7891
Berke, Tracy	Birmingham	Alabama	205-968-1087
Williams, Tamara	Huntsville	Alabama	256-690-8928
Dooley, Dafney	Birmingham	Alabama	205-517-7070
Clemons, Debbie B	Moody	Alabama	256-836-4700
Carlson, Shawn	Birmingham	Alabama	205-719-6710
Chambers, Kris	Bremen	Alabama	256-287-9333
Henry, Dana	Athens	Alabama	256-777-6362
Banks, Isaiah	Madison	Alabama	678-799-2318
Harnage, Kathy	Cullman	Alabama	205-386-3006
Wilbanks, Kim	Hoover	Alabama	404-252-1008
Sharp, Kristi	Phenix City	Alabama	515-210-9190
Lee, Jeremy	Dothan	Alabama	334-803-0413
Winchester, Clarissa	Trussville	Alabama	205-873-8621
Patel, Mikil	Birmingham	Alabama	205-719-9575
Adams, Lucy	Birmingham	Alabama	205-538-1141
Webb, Natasha	Cullman	Alabama	256-980-3389
Chavez, Ariel	Mobile	Alabama	251-610-4048
Krigel, Phil	Madison	Alabama	256-325-1301
Giffin, Janie	Birmingham	Alabama	205-623-5600
Hyatt, Susan	Birmingham	Alabama	205-434-1326
Jones, Verna	Theodore	Alabama	251-293-4992
Davis, Stacy	Decatur	Alabama	256-530-0990
Klahn, Tammy	Foley	Alabama	507-317-6883
Dodson, Timothy	Meridianville	Alabama	305-918-2619
Chappell, Dale	Montgomery	Alabama	334-530-2999
Schnabel, Bill	Union Grove	Alabama	425-387-0548
Cline, Dawn	Trussville	Alabama	704-909-7739
Hackney, Gretchen	Anchorage	Alaska	907-330-7764
Despain, Mary	Anchorage	Alaska	901-213-7352
Bowers-Gillispie, Krista	Buckeye	Arizona	602-831-7282
Darro, Angela	Glendale	Arizona	623-518-3511
Cunkelman, Allen (Wade)	Sun Lakes	Arizona	480-883-1722
Wolfus, Larry	Scottsdale	Arizona	480-809-3799
Gautreau, Anne	Buckeye	Arizona	941-993-4184
Kleefisch, Anne	Phoenix	Arizona	972-964-3446
Creeger, April	Scottsdale	Arizona	623-322-1550
Cline, Boni	Tucson	Arizona	520-743-9873
Brahms, Helen	Surprise	Arizona	818-528-8300

Mckay, Joshua	Tucson	Arizona	520-345-0757
Ricks, Carol	Gilbert	Arizona	480-256-2969
Hoffman, Cathy	San Tan Valley	Arizona	239-433-0000
Myers, Chaise	Goodyear	Arizona	480-764-7043
Watson, Chris	Queen Creek	Arizona	605-920-8682
Silman, Christopher	Sahuarita	Arizona	520-404-7787
Reid, Clay	Prescott	Arizona	928-329-7550
Gross, Pat	Oro Valley	Arizona	520-303-3007
Plonkey, Dawn	Goodyear	Arizona	602-687-7652
Tower, Debbie	Goodyear	Arizona	605-877-3451
Macdonald, Debra	Flagstaff	Arizona	928-686-7397
Monsen, Donna	Tucson	Arizona	520-578-3804
Haugen, Dyan	Scottsdale	Arizona	480-585-9955
Woody, Darren	Queen Creek	Arizona	480-570-6886
Vinyard, Andrea	Phoenix	Arizona	480-442-0752
Luebe, Janis	Chino Valley	Arizona	928-636-0184
Morris, Richard	Gilbert	Arizona	602-626-3740
Richardson, Hollis	Scottsdale	Arizona	480-447-9977
Wentzel Jr, Karl	Mesa	Arizona	480-897-9610
Barnhart, Kayla	Gilbert	Arizona	480-939-5784
Rose, Kirke	Phoenix	Arizona	602-904-9205
Dada, Leila	Chandler	Arizona	480-656-6796
Elmore, Leroy	Wittmann	Arizona	505-401-5699
Beach, Leslie	Florence	Arizona	480-516-7593
Kohl, Lisa	Gilbert	Arizona	480-710-1144
Strong, Lori	Mesa	Arizona	941-662-7955
Schmitt, Marjorie	Scottsdale	Arizona	707-246-9752
Shafiqullah, Melissa	Tucson	Arizona	520-288-8688
Coleman-Meltzer, Randi	Prescott Valley	Arizona	928-515-0022
Mitchell, Sue	Florence	Arizona	480-396-8084
Rodrigues, Dave	Phoenix	Arizona	480-696-7743
Miksovsky, Robert	Glendale	Arizona	623-777-4677
Karlin, Rosemary	Scottsdale	Arizona	602-535-0028
Fritz, Sherri	Tucson	Arizona	520-405-3491
Misciagna, James	Tucson	Arizona	520-730-1962
Powers, Vicki	Anthem	Arizona	480-656-5648
Pierce, Susan	Prescott	Arizona	949-498-0664
Rios, Susana	Goodyear	Arizona	850-714-3093
Gallaway, Suzanne	Phoenix	Arizona	623-363-3604
Watson, Tawnya	Phoenix	Arizona	480-868-7232
De Vilbiss, Michael	Phoenix	Arizona	602-481-3820
Thomas, Amanda	Scottsdale	Arizona	602-692-6669
Keane, Thomas	Peoria	Arizona	623-251-5611
Wolfe, Rosa	Sierra Vista	Arizona	520-226-1072

Smith, Cheri	Avondale	Arizona	623-435-4488
Alberico, Coleen	Prescott Valley	Arizona	928-499-4983
Moore, Charles	Queen Creek	Arizona	480-790-2822
Carson, Vera	Buckeye	Arizona	480-261-1220
Waldrop, John	Avondale	Arizona	602-616-7266
Jackson, Jim	Queen Creek	Arizona	480-534-7297
Garcia, Charlene	North Little Rock	Arkansas	407-986-4484
Record, Claire	Greenwood	Arkansas	361-230-2237
Thomas, Dennis	Hot Springs	Arkansas	501- 984-3184
Wright, Deborah	Bentonville	Arkansas	479-696-2022
Boyce, Dexter	Washington	Arkansas	870-200-1469
Fudge, Jeff	Quitman	Arkansas	501-589-2249
Ebey, Jason E.	Springdale	Arkansas	318-317-1177
Gestring, Stacy	Jonesboro	Arkansas	870-351-4557
Cunningham, Patrick	Hot Springs Village	Arkansas	501-204-4805
Erwin, Helen	Rogers	Arkansas	479-399-7912
Brewer, Kelly	Lowell	Arkansas	479-790-1222
Kirkbride, Kristopher	Fort Smith	Arkansas	620-687-0110
Wood, Mary	Rogers	Arkansas	479-254-8472
Tuberville, Elizabeth	Camden	Arkansas	870-201-9161
Johnson, Sean	Sherwood	Arkansas	501-838-8747
Jackson, Terry	Springdale	Arkansas	479-419-9696
Benter, Ginger	San Clemente	California	949-207-3344
Gray, Lisa	Indio	California	760-342-8551
Yee, James	Burbank	California	818-979-9166
Williams, Sherri	Clovis	California	559-515-6569
Soler-My, Alexandre	Seal Beach	California	562-523-9591
Rodrick, Alison	Dixon	California	707-685-8080
Starcher, Alpha	Long Beach	California	202-250-3634
Franko, Melanie	Manhattan Beach	California	310-546-0077
Lee, Joseph	San Francisco	California	415-769-7710
Embry, Angela	Manhattan Beach	California	310-340-8820
Wick, Annette	Lancaster	California	661-771-9425
Winston, Antionette	Riverside	California	951-468-0601
Mecaro, Antoinette	Escondido	California	760-294-8551
Kumar, Rajneel	Hayward	California	510-989-2059
Bartolome, Arlene	Rodeo	California	510-799-1283
Johnson, Arkaimie	Vacaville	California	888-344-3550
Velasquez, Verna	Valencia	California	661-454-9934
Miller, Bonnie	Carmichael	California	916-402-1832
Campos, Brenda	San Carlos	California	650-486-1964
Edmunds, Brenda	Santa Clarita	California	661-259-2300
Cruz, Brian	Chula Vista	California	619-373-8030
Alben, Christina	Stevenson Ranch	California	661-310-4323

Westendorff, Carlos	Sun Valley	California	805-791-3711
Mcgrath, Carol	Watsonville	California	831-539-8399
Shuping, Carol	Santa Rosa	California	707-800-3214
Swift, Caroline	Laguna Niguel	California	949-363-0430
Caron, Carrie	Roseville	California	408-513-4486
Sugathadasa, Sharmila	Santa Clarita	California	818-538-5050
Meyer, Charles	Petaluma	California	707-775-5451
Chauvel, Eve	Corona Del Mar	California	949-244-6122
Patel, Chirag	Livermore	California	510-371-9124
Hebert, Christopher	Pasadena	California	626-381-9189
Joseph, Christopher	Lathrop	California	510-474-9927
Adams, Chuck	Santa Cruz	California	831-475-5131
Griffin, Michael	Winchester	California	951-595-8995
Kostka, Michelle	San Pedro	California	310-548-0608
Thakkar, Atul	San Diego	California	619-780-8323
Quick, Helene	Stevenson Ranch	California	818-272-8598
Teruel, Cynthia	Chula Vista	California	619-371-3900
Strough, Dale	Fremont	California	5303178679
Alstrup, Danelle	Temecula	California	951-699-8821
Fowlie, Dave	San Diego	California	619-339-1798
Critzer, Brenda	Pismo Beach	California	805-556-7003
Koger, Deanna	Ventura	California	805-673-1890
Baptiste, Debora	San Ysidro	California	619-769-3132
Smith, Deborah	Roseville	California	916-836-3024
Kubisak, Debra	Laguna Beach	California	949-494-0100
Doherty, Tai	Pleasanton	California	925-964-6132
Resos, Dianne	Santa Clarita	California	661-438-5221
Solis, Diego	La Mesa	California	619-797-6678
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Wang, Megan	La Crescenta	California	818-369-9053
Entwisle, Jessica	Danville	California	925-286-0811
Dolatre, Edna	Fremont	California	510-363-2262
Cudmore, Edward	Rancho Cordova	California	916-215-6667
Gellor, Edwin	Ontario	California	909-395-8801
Moskow, Eileen	Newport Beach	California	949-444-3527
Mcconnehea, Elisa	Long Beach	California	562-225-7623
Royston, Michelle	Culver City	California	424-541-9000
Myers, Elizabeth	Santa Ana	California	949-251-0276
Cleveland, Ella	Rancho Dominguez	California	323-285-1151
Isaac, Ellonora	Menifee	California	951-404-7733
Kaye-Eddie, Emily	San Marcos	California	760-809-4866
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Figueroa, Eduardo	Lancaster	California	760-625-3678
Brennen, Amanda	Eastvale	California	888-762-9112

Myer, Julianna	San Diego	California	619-703-9139
Fedail, Frank	Chino	California	909-696-6141
Gamber, Paul	Duarte	California	626-873-8050
Leddicotte, George	Fresno	California	559-354-0429
Cuthbert, George	San Clemente	California	949-238-7807
Procter, Gerald	Victorville	California	760-221-7472
Slifirski, Elizabeth	Santa Barbara	California	201-230-9428
Vafae, Vahid	San Diego	California	858-388-7878
Shambaugh, Gloria	Calimesa	California	909-748-5288
Lichtman, Gloryvette	Folsom	California	916-985-2900
Goodlin, Don	Cathedral City	California	760-459-2321
Heinonen, Harry	Torrance	California	424-475-0080
Davila, Hazel	Oxnard	California	310-752-3884
Drouin, Hunt	Sacramento	California	916-761-0026
Ragland, Jacie	Sacramento	California	916-752-9299
Fields, James	Reseda	California	818-600-4423
Howe, Janet	Newhall	California	661-655-4111
Wang, Jean	Sunnyvale	California	408-568-8802
Nichols, Jeanette	Fontana	California	909-317-4089
Blackstone, Jeanne	West Hills	California	818-588-5553
Jones, Jeannine	Temescal Valley	California	562-650-8803
Lavender, Jeffrey	Vista	California	310-774-7611
Cereola, Joseph	Oceanside	California	760-699-0118
Guevara, Jenny	Livermore	California	925-724-0200
Armstrong, Jennifer	Moorpark	California	805-905-1469
Figueroa, Jerry	Cupertino	California	408-823-3807
Algas, Jessica	Clayton	California	925-285-2117
Rajaratnam, Jessica	Piedmont	California	510-350-7951
Martinez, Jimmey	Plumas Lake	California	916-782-2828
Stave, John	Healdsburg	California	707-483-1690
Crossland, John	Oakland	California	925-393-8108
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Bedoni, Joseph	Pioneer	California	760-835-2505
Schultz, Larissa	Mammoth Lakes	California	562-665-1904
Graham, Julieann	San Leandro	California	925-829-7245
Ghazarian, Juliette	Sunland	California	818-940-4357
Mcquade, Justine	San Diego	California	858-800-3699
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Waldorf, Katherine	Sacramento	California	916-399-3104
Ma, Kathy	San Diego	California	858-571-3560
Lasseeter, Kelly	Los Angeles	California	323-356-2335
Wilkins, Ken	Visalia	California	805-709-4396
Bellinghausen, Kimberly	Discovery Bay	California	925-400-6552

Jackson, Kimyata	Lancaster	California	818-510-6516
Price, Klaus	Woodland Hills	California	818-936-2200
Solomon, Stephanie	Huntington Beach	California	949-506-7430
Kuhn, Brandon	San Juan Capistrano	California	949-366-9610
French, Larry	Stockton	California	209-910-9174
Young, Lashandrea	Menifee	California	951-888-3027
Gamayon, Leah	Hollister	California	831-673-3913
Stewart, Bradford	San Diego	California	619-888-9930
Aumaier, Susan	Fountain Valley	California	714-987-1434
Bernstein, Linda	San Diego	California	858-673-0802
Mcmurren, Lindsey	Bakersfield	California	661-344-1015
Gaynor, Lisa	Santa Monica	California	310-452-5325
Finn, Lisa	Long Beach	California	562-548-0341
Sewell, Lisa	Pacific Palisades	California	310-266-0859
Kennedy, Lisa	Folsom	California	916-496-8665
Caldeira, Lois	Sunnyvale	California	408-408-6922
Mcdonald, Lori	San Ramon	California	925-786-0201
Siasoco, Louella	Hercules	California	510-230-3340
Leo, Charles	Sacramento	California	916-418-4450
Sandoval, Melissa	Coto De Caza	California	949-289-4115
Grande, Maria	Oakley	California	925-420-3867
Saucedo, Mario	Bakersfield	California	661-735-4460
Constantino, Marphil	Pittsburg	California	925-526-5537
Martindale, Adam	San Diego	California	619-879-3601
Miller, Maryjean	Victorville	California	760-995-3866
Asercion, Matthew	Van Nuys	California	818-624-9718
Peters, Melinda	Azusa	California	626-815-5909
Moore, Melody	San Pablo	California	510-298-8247
Reyes, Merlita	Diamond Bar	California	909-618-6718
Kim, Michael	Corona	California	714-319-6189
Tisherman, Natalie	Torrance	California	310-697-9305
Nicoloudis, Nick	Gold River	California	916-638-7429
Gibson, Nicola	Guerneville	California	707-666-1314
Major, Noelle	San Jose	California	408-831-1123
Bitzer, Patrick	Orange	California	714-245-0400
De Paul, Paul	Irvine	California	949-715-7600
Forsberg, Paula	Bridgeport	California	760-932-1033
Morse, Paula	Winchester	California	951-526-2828
Faal, Polene	San Pedro	California	424-262-6361
Cantoria, Robert C	Norco	California	909-569-2270
Stewart, Rachel	Santa Clara	California	408-659-2044
Sassi, Ralph	San Diego	California	858-353-6000
Nichols, Randall	Santa Ana	California	657-235-8559
Mccready, Mark	Aliso Viejo	California	949-662-3650

Reece, Becky	Eureka	California	707-407-3808
Redwood Travel Partners, LLC	San Francisco	California	415-231-7411
Singh, Rekha	Fairfield	California	925-334-7885
Holguin, Davina	Altadena	California	626-205-3804
Heagle, Richard	Rancho Mirage	California	949-466-9365
Bennani, Rita	Newport Coast	California	949-519-0050
Razon, Robert	Santa Clarita	California	818-600-1377
Torres, Robert	Truckee	California	530-562-5449
Otega, Roland	Hawthorne	California	310-256-5364
Cortado, Rolando	Hercules	California	510-948-8797
Burns, Roxana	Chula Vista	California	619-869-8697
Kortlever, Russell	Fallbrook	California	760-468-5902
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Sterman, Ann	Healdsburg	California	707-431-1370
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Livian, Shannon	San Jose	California	408-622-0422
Dwyer, Sharon	Pleasanton	California	925-200-0801
Melanphy, Sheila	San Diego	California	619-202-4824
Wang, Jane	Rowland Heights	California	626-986-4533
Martin Radtke, Melita	Cathedral City	California	760-565-3898
Okazaki, Suzanne	San Diego	California	619-393-8688
Conn, Sonja	Newport Coast	California	949-933-0911
Todd, Stacey	Foothill Ranch	California	949-353-7472
Evans, Stephen	Winchester	California	951-223-3921
Fermi, Steven	Fairfield	California	707-365-1888
Chang, Sungchian	Morgan Hill	California	408-827-1041
Lowry, Susan	Laguna Hills	California	949-768-5200
Rutan, Susan	San Diego	California	858-361-4436
Lola, Susan	San Jose	California	408-966-8633
Peng, Tammy	Fullerton	California	714-656-5434
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Giri, Ram	Pinole	California	510-334-2131
Jardine, Theresa	Santa Clarita	California	925-331-8447
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Panesar, Ritu	Sunnyvale	California	408-663-0955
Dacanay, Shirley	Danville	California	925-553-4800
Bryant, Trina	Elk Grove	California	916-525-0552
Colby, Tyler	Richmond	California	925-218-4746
Lanaro, Irma	Los Angeles	California	909-241-9080
Ferman, Veronica	Chula Vista	California	619-565-4962
Walls, Shonnieka	Lakewood	California	562-380-1688

Castaneda, Georgina	El Centro	California	442-236-1922
Redd, Ervin	San Diego	California	858-215-0050
Han, Jason	Orange	California	714-389-4013
Shaughnessey, Kerry	Laguna Hills	California	949-450-1410
Figuroa, William	Moorpark	California	805-552-4223
Che, William	San Francisco	California	415-448-7316
Roozee, William	Murrieta	California	626-644-6411
Huntley, Jana	Woodland Hills	California	310-916-6130
Dacosta, Ge	Danville	California	925-999-5661
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Brandt, Nancy	Elizabeth	Colorado	720-388-4471
Esterle, Christina	Colorado Springs	Colorado	719-344-2823
Steverson, Anna-Maria	Denver	Colorado	303-835-7105
Lombardo, Mike	Morrison	Colorado	720-226-9333
Devries, Anne	Colorado Springs	Colorado	719-344-5257
Kaufman, Barbara	Wiggins	Colorado	970-483-7277
Johnson, Clifford	Johnstown	Colorado	970-578-9779
Nesbit, Brian	Aurora	Colorado	678-883-0421
Burton, Tina	Centennial	Colorado	303-725-8743
Carpenito, Candi	Littleton	Colorado	720-399-1718
Meeter, Carole	Laporte	Colorado	970-732-0801
Collins, Timothy	Colorado Springs	Colorado	719-265-4672
Chilcote, Coral	Parker	Colorado	719-302-3939
Dillard, Dean	Eaton	Colorado	970-454-2226
Hammond, Denise	Brighton	Colorado	303-659-5599
Wright, Linda	Erie	Colorado	424-262-0330
Chandler, Derek	Denver	Colorado	303-386-3099
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Boman, Becky	Castle Rock	Colorado	720-572-4600
Henderson, Don	Denver	Colorado	303-994-5105
Gilchrist, Elizabeth	Centennial	Colorado	303-305-3768
Cardona, Erin	Parker	Colorado	860-729-1817
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Moore, Lynn	Castle Rock	Colorado	727-803-9177
Wernz, Lea Anne	Cripple Creek	Colorado	719-419-5550
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Sakata-Schultze, Janice	Golden	Colorado	303-209-3028
Parvin, Brett	Denver	Colorado	303-809-9111
Matson, Tammy	Ft Collins	Colorado	970-407-8134
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Weston, Kameron	Colorado Springs	Colorado	719-309-2323
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Grimes, Micah	Brighton	Colorado	720-205-9815
Goluskin, Maria	Castle Pines	Colorado	303-601-8583
Miller, James	Arvada	Colorado	720-463-3231
Cole, Stephanie	Bailey	Colorado	303-918-4490
Lazo, Jeffrey	Highlands Ranch	Colorado	808-491-8615
Henningsen, Patrice	Arvada	Colorado	720-445-1049
Schultz, Samantha	Arvada	Colorado	980-999-0414
Gallegos, Rachel	Highland Ranch	Colorado	720-772-6768
Deslauriers, Sandra	Littleton	Colorado	720-520-6293
Keller, Benjamin	Thornton	Colorado	720-524-6836
Daigle, Sherrie	Colorado Springs	Colorado	907-575-3705
Reid, Steven	Colorado Springs	Colorado	434-242-7458
Gallman, Ronnie	Castle Rock	Colorado	720-449-4127
Gonzalez, Teresa	Highlands Ranch	Colorado	303-484-1323
Schoenberger, Teresa	Aurora	Colorado	970-343-4030
Owens, Helena	Erie	Colorado	303-801-9992
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Banbury, Bowen	Littleton	Colorado	720-767-8000
Pendley, Vernie	Colorado Springs	Colorado	719-357-6923
Larsen, Shawna	Centennial	Colorado	720-689-5188
Austin, Steven	Denver	Colorado	720-722-6898
Bruner, Bill	Bailey	Colorado	720-463-1023
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Lorenz, Iveria	Denver	Colorado	907-351-3060
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Honore, Peggy	Ridgefield	Connecticut	203-403-4053

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Gillespie, Matthew	Stamford	Connecticut	203-433-2436
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Martin, Marquis	Claymont	Delaware	267-996-5131
Husbands, Cindy	Millsboro	Delaware	302-381-9249
Casagrande, Ester	Newark	Delaware	302-444-0232
Macfie, Barbara	Lewes	Delaware	302-858-1996
Alexander, Tryphaena	Wilmington	Delaware	302-295-2154
Stern, Linda	Felton	Delaware	732-547-1509
Austin, Susan	Milford	Delaware	302-725-5442
Maupai, Nancy	Millville	Delaware	732-829-0071
Gockley, Todd	Newark	Delaware	302-510-2583
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Higgins III, William	Washington	District of Columbia	202-280-2054
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Fisher, Michael	Holly Hill	Florida	901-355-0691
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Selvag, Chantal	The Villages	Florida	954-608-1838
Irovando, Julie	Valrico	Florida	813-643-2543
Rodgers, Francisco	Jacksonville	Florida	954-344-8060
Meehan, Scott	Seminole	Florida	727-776-0045
Carey, Lisa	Port Charlotte	Florida	770-670-6702
Gonzalez, Ilka	Orlando	Florida	786-801-4338
Mickna, Linda	Clearwater	Florida	727-954-4412
Mitchell, Mary	North Port	Florida	800-775-6788
Rasmussen, Linda	Indialantic	Florida	321-241-0711
Polsinelli, Toni	Parkland	Florida	954-281-8519
Smith, Christina	St. Augustine	Florida	904-522-3952
Cognetti, Abby Renee	Cocoa Beach	Florida	813-283-8800
Carmichael, Robin	Port Charlotte	Florida	941-259-1711
Brian, Megan	Orlando	Florida	407-453-0699
Hollembaek, Tom	Fort Lauderdale	Florida	754-223-2468
Matos, Adriana	Orlando	Florida	954-946-4333
Kief, Justin	Merritt Island	Florida	323-397-2731
Hemstock, Polly	Oakland Park	Florida	954-702-0040

Seitz, Theresa	Windermere	Florida	407-602-7762
Johnson, Deborah	Tampa	Florida	813-579-0009
Fowler, James	Fort Lauderdale	Florida	954-654-7170
Charlot, Adniel	Winter Haven	Florida	754-216-1773
Sivek, Alan	Coconut Creek	Florida	954-292-3450
Niederlova, Alena	Tampa	Florida	813-971-3796
Locke, Alexander	Holly Hill	Florida	386-682-2259
Alexander, Khary	Miami	Florida	954-344-8060
Tew, Alicia	Riverview	Florida	813-760-0821
Ferguson, Alison	Windermere	Florida	407-258-9000
O'Donnell, Anita	Saint Augustine	Florida	904-342-0740
Novotny, Alice	Ormond Beach	Florida	386-313-1151
Hilson, Linda	Winter Haven	Florida	863-326-1000
Stieff, Richard	Boynton Beach	Florida	561-903-7984
Wegner, Debbie	Port St. Lucie	Florida	954-789-7645
Hogue-Pua, Brian	Lake City	Florida	386-220-8700
Ishairzay, Sunil	Miami Beach	Florida	305-800-3866
Gentile, Anna Maria	Lutz	Florida	914-325-9399
Matthews, Amy	Fernandina Beach	Florida	904-583-2153
Sherman, Amy	Hobe Sound	Florida	772-288-3929
Kessler, Andrea	Coral Springs	Florida	954-715-7155
Singer Blumberg, Andrea	Aventura	Florida	305-517-3200
Campbell, Andrea	Indian Shores	Florida	813-949-1000
Fann, Lorraine	Lauderdale By The Sea	Florida	954-324-8783
Besinger, Sandy	Land O Lakes	Florida	813-777-9272
Dedomenico, Angela	Boca Raton	Florida	561-893-9605
Kirsch, Allison	Orlando	Florida	407-837-6488
Shirley, Raenell	New Port Richey	Florida	727-998-1400
Silverman, Bob	Lake Worth	Florida	561-968-1760
Rategan, Jacqueline	Ave Maria	Florida	239-986-1643
Baez, Marisol	Naples	Florida	239-594-9539
Brotherton, Barbara	Pensacola	Florida	321-205-4560
Jacobson, Barbara	Delray Beach	Florida	561 278 3311
Doornbos, Barbara	Kissimmee	Florida	407-781-5300
Matulonis, Carol	Fort Pierce	Florida	772-461-2800
Veliz, Belkis	Pembroke Pines	Florida	305-827-0406
Mirmina, Francis Emile	Ponte Vedra Beach	Florida	904-747-0900
Paris, Robert	Miami Beach	Florida	786-643-5559
Bernard, Bertine	Lantana	Florida	561-623-0972
Pugh, Hinda	Jacksonville	Florida	904-570-9507
Doerr, Homer	St. Petersburg	Florida	727-486-3665
Pohl, Kathleen	Brandon	Florida	813-767-0094
Stewart, Beth	Panama City Beach	Florida	850-588-8671
Haas, Betty	Fort Myers	Florida	914-456-5207

Varela, Betty	Pompano Beach	Florida	407-931-6490
Mizell-Missoudan, Beverly	Aventura	Florida	305-615-1800
Nieto, Blanca	Palm Beach Gdns	Florida	561-307-7025
Schramm, Renee	Lithia	Florida	813-566-2592
Ackler, Valerie	Eustis	Florida	407-964-1234
Bart, Sheila	Pembroke Pines	Florida	754-900-8083
Kutner, Brandon	Newberry	Florida	352-541-2221
Wall, Danette	Tampa	Florida	813-591-1454
Johnston, Robert	Cocoa	Florida	317-201-3997
Harvey, Chauntesy	Pensacola	Florida	850-588-4658
Ben-Nissan, Veronica	N Miami Beach	Florida	954-903-1669
Lopez, Erica	Coral Gables	Florida	786-409-4470
Mazyck, Brenda	Miami	Florida	786-420-5586
Frink, Betty	Wellington	Florida	561-236-2688
Mcmillan, Brian	Fort Myers	Florida	239-826-0460
Ramsey, Brittany	Orlando	Florida	407-488-2487
Fischler, Bruce	Pompano Beach	Florida	786-778-2122
Bruno, Louis	Trinity	Florida	727-376-9007
Rhodes, Carla	Clermont	Florida	407-454-6336
Pence, Brenda	Hastings	Florida	904-417-0176
Orndorff, Jeffrey A.	St. Augustine	Florida	904-701-4499
Cury, Ana Paula	Fort Lauderdale	Florida	954-237-1717
Gaines, Elisse	Delray Beach	Florida	813-302-1922
Mcrae, Daniel	Temple Terrace	Florida	954-344-8060
Unger, Kathy	Ponte Vedra Beach	Florida	904-402-9094
Bailey, Camille	Coral Gables	Florida	305-915-3353
Galkin, Candice	Daytona Beach	Florida	281-685-7325
Davis, Careta	Jacksonville	Florida	904-410-0636
Mitchell, Vonetta Renee	Pensacola	Florida	850-466-5276
Mirabella, Carla	Odessa	Florida	813-786-2658
Boozer, Carlos	Parkland	Florida	754-266-0736
Vega, Carlos	Margate	Florida	954-279-7938
Gonzalez, Jose A.	Lake Worth	Florida	561-214-4514
Arzon, Carmen	Deland	Florida	386-848-5008
Leibowitz, Carolyn	Palm City	Florida	772-600-7409
Dale, Stephanie	Jacksonville	Florida	904-372-0429
Cardozo, Gilmi	Weston	Florida	954-594-4437
Williams, Ellen	Plantation	Florida	954-687-1777
Robinson, Cecilia	Jacksonville	Florida	904-697-7499
Miller, Sylvette	Winter Garden	Florida	407-573-2350
Pinnock, Celecia	Loxahatchee	Florida	561-429-2950
Manning, John	Pembroke Pines	Florida	305-829-2009
Lawson, Charlotte	Palmetto	Florida	941-723-3330
Dorsey, Valerie	West Palm Beach	Florida	561-383-7774

Wisniewski, Chester	Oviedo	Florida	407-542-4151
Purdy, Romaine	Venice	Florida	941-497-1518
Harris, Christina	Sanford	Florida	407-371-5228
Erwin, Christine	Ft. Lauderdale	Florida	954-533-5333
Massey, Christopher	Cantonment	Florida	850-501-2949
Soell, Cindy	Rockledge	Florida	828-400-6394
Maguire, Claire	Hollywood	Florida	570-209-7191
Williams, Clarona	Pembroke Pines	Florida	954-880-1188
Camp, Charlene	Plantation	Florida	954-903-1678
Popick, Andy	Coral Springs	Florida	954-227-2844
Perez-Menendez, Emily	Saint Cloud	Florida	407-984-6144
Hosier, Joyce	Longwood	Florida	407-332-7245
Berardi, Cynthia	Stuart	Florida	203-258-1930
Ruiz, Lidia	Punta Gorda	Florida	787-504-2186
Knight, Linda	Cocoa Beach	Florida	407-493-8860
Foley, Corinne	Jacksonville	Florida	904-501-8968
Whiting, Richard	Palm Harbor	Florida	727-324-6585
Coffel, Bonnie	Clermont	Florida	407-409-4007
Maini, Amit	Winter Garden	Florida	407-752-4600
Ford, Gina	Daytona Beach	Florida	954-464-3935
Burr, Elizabeth	Jupiter	Florida	561-385-3895
Senderoff, Dr. Gari	Hollywood	Florida	954-367-7450
Woog, Nathalie	Hollywood	Florida	954-691-0580
Lostumbo, Tony	Weston	Florida	954 384-7245
Conner, Darcy	Bokeelia	Florida	954-530-2494
Case, Brad	Windermere	Florida	407-876-3108
Da Silva, Herminia	Sunrise	Florida	954-669-5464
Shabsels, Len	Cooper City	Florida	954-391-7535
Fisk, Mark	Hialeah	Florida	786-333-7171
Rich, Eleanore	Boca Raton	Florida	954-675-8711
Zweig, Bob	Cooper City	Florida	954-438-0080
Mcdonough, Jacqueline	Orange Park	Florida	904-375-0673
Hollender, Julie	Weston	Florida	954-952-2433
Leybovich, Sherry	Riverview	Florida	813-657-0844
Olson, Elizabeth	Port St. Lucie	Florida	772-529-0050
Benison, Amy	Orlando	Florida	321-754-0995
Roether, Robin	Tampa	Florida	813-784-8646
Brown, Monica	Lakewood Ranch	Florida	941-227-2789
Jones, Crystal	Sorrento	Florida	352-729-3101
Cohen, Carol	Delray Beach	Florida	561-706-8737
Carpenter, Debra	Port St Lucie	Florida	772-879-3221
Glaze, Cynthia	Weeki Wachee	Florida	352-597-9924
Magnus, Cindy	Jacksonville	Florida	904-806-2067
Howard, Cindi	Auburndale	Florida	863-327-2197

Grant, Cynthia	Summerland Key	Florida	305-395-8514
Daly, Melissa	Oakland	Florida	407-801-1508
Williams, Danette	Jacksonville	Florida	904-933-1899
Sphar, Darla	Gainesville	Florida	352-514-2512
Leclerc, Darren	Parrish	Florida	941-274-1403
Ludwig, David	Cape Coral	Florida	610-310-2527
Mirra, David	Boca Raton	Florida	347-535-2810
Watson, Deana	Windermere	Florida	407-347-7303
Devine, Deborah	Hypoluxo	Florida	973-983-7647
Hux, Acc, Deborah	Spring Hill	Florida	410-925-3750
Smith, Debbie	Merritt Island	Florida	321-338-2953
Paul, Dedra	Miami Gardens	Florida	305-796-1291
Bonade, Dennis	Sanford	Florida	407-330-0995
Katz, Robin	Miami	Florida	305-234-8683
Carlston, Wendy	St. Petersburg	Florida	727-542-3255
Jackson, Sherlyn	Sunrise	Florida	754-269-0004
Edwards, Devaughn	Lutz	Florida	813-618-3013
Blalock, Diana	The Villages	Florida	352-751-1012
Witt, Diane	Boca Raton	Florida	516-809-7279
Wozniak, Diane	Fort Lauderdale	Florida	954-249-4285
Johnson, Dianna Elaine	Melbourne	Florida	321-504-1552
Torres, Dilsia	Coral Springs	Florida	754-227-1958
Adams, Dionne	Orlando	Florida	407-541-0524
Haskell, Julie	Neptune Beach	Florida	904-372-0056
Rennard, Don	Clearwater	Florida	727-265-3371
Marin, De	Palm Coast	Florida	832-691-1043
Gordon, Don	Santa Rosa Beach	Florida	850-588-1235
Rozier, Donald	Vero Beach	Florida	772-925-1906
Petty, Donna	Debary	Florida	386-668-9562
Siegel, Doris	Boca Raton	Florida	561-750-2253
Lackstein, Neil	Boca Raton	Florida	561-877-8503
Hernandez, Rosa Elena	Doral	Florida	954-399-3669
Bruckert, Matthew	Oviedo	Florida	407-326-2700
Pacheco, Janet	Boynton Beach	Florida	305-731-2404
Marchand, Stephen	Ormond Beach	Florida	386-317-0370
Lugo, Eric	Oviedo	Florida	407-542-4282
Del Toro, Theresa	Vero Beach	Florida	772-492-9708
Mangione, Mary	Sun City Center	Florida	813-551-1700
Tyo, Lesia	Apollo Beach	Florida	813-938-1673
Higuera, Jaime	Pembroke Pines	Florida	954-653-8002
Isaacs, Elaine	Coral Springs	Florida	954-753-8308
Carroll, Elizabeth	Bartow	Florida	863-657-8111
Kennedy, Ellen	Holiday	Florida	727-815-8051
Sides, Benjamin	Gulf Breeze	Florida	850-262-8525

Shevchenko, Inna	Palm Coast	Florida	386-848-4884
Egido, Awilda	Orlando	Florida	407-785-5905
Fernandes, Deirdre	Tampa	Florida	813-808-1125
Carte, Dwayne	Largo	Florida	727-533-5797
Grasso, Fabian	Lantana	Florida	725-777-3435
Hazlett, Glen	Crestview	Florida	614-356-3426
Jacobellis, Nelia	Miami	Florida	786-472-0791
Tarajano, Jose	Key Biscayne	Florida	305-361-8581
Crici, Rick	St Johns	Florida	904-478-0097
Abad, Helena	Coral Springs	Florida	954-255-1021
Cortez, Clara	Pembroke Pines	Florida	786-390-5449
Fortin, Gayle	Sarasota	Florida	941-313-3111
Boggs, Fran	Orlando	Florida	407-277-9974
Louth-Ciaccio, Francesca	Windermere	Florida	407-341-7318
Blankenship, Frances	Jensen Beach	Florida	954-530-0025
Trewick, Tracy	Miramar	Florida	954-317-0626
Pierce, Julie	Port Orange	Florida	904-909-1733
Douglas, Lewis	Vero Beach	Florida	772-217-8218
Gallina, Gabriella	North Palm Beach	Florida	561-822-6019
Graves, Gaetana Mary	Pensacola	Florida	850-456-7676
Hodge, Gail	North Fort Myers	Florida	239-202-0460
Carpenter, Gail	Temple Terrace	Florida	813-391-3548
Newell Parsons, Stephanie	Lake Worth	Florida	561-412-4954
Rounds, Gary	The Villages	Florida	352-309-7722
Burton, Gerald	Cape Coral	Florida	239-699-3181
Belyea, Celeste	Ormond Beach	Florida	386-852-1921
Suminski, Jim	The Villages	Florida	970-355-5551
Giglio, Jeffrey	Englewood	Florida	941-662-0630
Morn, John	Port St Lucie	Florida	772-999-6344
Chauvin, Kadira	Miami	Florida	305-306-3843
Henesy, Lourdes	Rotonda West	Florida	941-681-2013
Breitman, Mindy	Parkland	Florida	954-778-5478
Jacopetti, Renee	Orlando	Florida	407-502-6620
Yono, Najla	Delray Beach	Florida	561-362-7770
Merlo, Marie	Miami	Florida	305-714-2207
Kranchick, Ralph	Palm City	Florida	561-596-8655
Reyneke, Leonard	Sarasota	Florida	941-404-4773
Velazquez, Alicia	Miramar	Florida	754-999-0093
Greenfield, Allison	Miami Beach	Florida	786-842-7847
Cartagena, Guillermo	Miramar	Florida	954-372-7600
Moreno, Gustavo	Saint Johns	Florida	786-838-0500
Luzniak, Heather	Sebastian	Florida	516-597-0913
Heckman, Evan	Brandenton	Florida	941-730-6420
Henriksen, Jennifer	Palm Harbor	Florida	727-314-1968

Blouin Jr, Henry	Ormond Beach	Florida	386-310-8527
Schlitt, Heather	Vero Beach	Florida	772-268-9208
Brown, Huclit	Fern Park	Florida	407-718-5342
Cservak, Pamela	Port Richey	Florida	727-331-3992
Caprio, John	Palm Coast	Florida	386-302-0533
Beckles, Idita	Tamarac	Florida	561-501-0964
Kassem, Iris	Saint Johns	Florida	954-507-6287
Pitkin, Heather	Naples	Florida	239-331-7113
Schwartz, Roberta	Plantation	Florida	954-533-5898
Palmer, Ishmael	Kissimmee	Florida	727-314-5054
Bernal, Elizabeth	St Cloud	Florida	407-255-1010
Keel, Sandra	Jacksonville	Florida	904-374-1896
Depotter, Stephen	Spring Hill	Florida	352-686-5914
Appell, Lawrence	Boca Raton	Florida	941-677-8840
Mcdonnell, Jackie	Kissimmee	Florida	407-870-2789
Shelley, Jim	Mount Dora	Florida	407-222-8142
Davison, Jamie	Tamarac	Florida	954-724-7383
Piacentino, Janice	Jacksonville	Florida	904-383-8484
Sinardi, Janice	Thonotosassa	Florida	813-985-8939
Schatzberg, Jean	Aventura	Florida	786-347-1600
Page, Jeff	Orlando	Florida	407-353-0120
Urquidi, Jennifer	Davie	Florida	786-490-7968
Butler, Jennifer	Oldsmar	Florida	813-333-6685
Wilson, Jennifer E.	Melbourne Beach	Florida	321-837-3429
Jones, Jenny	Coral Gables	Florida	786-452-9160
Scott, Jennifer	Lithia	Florida	813-696-1499
Young, Jennifer	Winter Garden	Florida	772-643-3534
Neeson, Jessica	Land O' Lakes	Florida	813-563-0718
Conway, Anna	Bradenton	Florida	941-870-0691
Lawson, Joann	Palm Bay	Florida	321-334-9884
Albanese, Joseph	Tampa	Florida	813-407-7263
Hamilton, John	West Palm Beach	Florida	954-641-8567
Johnson, Calvin	Wimauma	Florida	914-667-1712
Jewula-Rossi, Jolanta	West Palm Beach	Florida	561-412-5848
Colon, Jose	Fleming Island	Florida	904-209-6587
Wincklhofer Jr, Joseph	Fort Myers	Florida	843-821-6862
Goldblatt, Jill	Viera	Florida	954-745-9344
Kruszewski, Joviana	Parkland	Florida	954-591-1558
Aliseo, Julie	Lauderdale By The Sea	Florida	954-899-8818
Syverson, Julie	Rockledge	Florida	321-978-5805
Hoskins, Melissa	Holiday	Florida	727-338-3253
Fioravante, Karen Ann	Port St. Lucie	Florida	954-473-4860
Austin, Karen	The Villages	Florida	336-491-1482
Manuel, Karen	Pembroke Pines	Florida	954-637-3722

Bourne, Karl	Orlando	Florida	407-495-5343
Bryant, Kathie	Wildwood	Florida	817-579-9699
Dow, Kathleen	N Ft. Myers	Florida	804-419-7404
Peterson, Kathryn	New Smyrna Beach	Florida	321-266-3715
Curran, Kathy	Boynton Beach	Florida	561-806-5101
Guerrero, Kathy	Hollywood	Florida	954-840-5264
Burian, Kimberly	Jacksonville Beach	Florida	904-947-8785
Keane, Deborah	Clearwater	Florida	727-286-2355
Mcgarraugh, Kelli	Palm Beach Gardens	Florida	615-567-3909
Stiefel, Kelly	Hudson	Florida	727-378-5456
Vansant, Kenneth	Jacksonville	Florida	904-349-1396
Freeman, Kimberly	Delray Beach	Florida	214-534-7378
Carew, Kimberly	Clearwater	Florida	727-515-7876
Huber, Kimberly	Orlando	Florida	407-900-3145
Jenkinson, Kimberly	Winter Haven	Florida	941-548-2450
Walker, Kisten	Palm Springs	Florida	561-389-9642
Peters, Kathleen	Orlando	Florida	407-951-8485
Harbidge, Michelle	St Augustine	Florida	904-441-9064
Valenti, Nicole	Fort Lauderdale	Florida	954-500-8222
Jacob, Shine	Weston	Florida	754-269-8390
Konitzer, Kendra	Valrico	Florida	813-343-3727
Nathan, Kelley	Ft Lauderdale	Florida	954-900-8845
Garcia, Kristin	Pompano Beach	Florida	954-344-8060
Koodallur, Suma	Aventura	Florida	856-776-6774
Dahlin, Kurt	Seminole	Florida	310-424-5591
Gardner, Kurt	Coral Springs	Florida	954-496-2425
Nichols, Kyle	Winter Garden	Florida	407-584-8058
Cahill, Kristin	Sarasota	Florida	484-341-3131
Allen, Omar	Lauderhill	Florida	954-955-8540
Ruck, Rosann	Brooksville	Florida	352-247-0580
Link, Marylu	Dania Beach	Florida	954-444-2043
Rendina, Lorelee	St Petersburg	Florida	412-691-0222
Hantman, Neil	Coconut Creek	Florida	954-420-9133
Chatar, Lisa	Lauderhill	Florida	954-205-9936
Bradley, Richard	Saint Cloud	Florida	407-593-2619
Hunt, Laura	Holt	Florida	850-776-8255
De La Horra, Laura	Davie	Florida	786-554-1258
Lefkof, Keith	Boynton Beach	Florida	561-327-4494
Simpson, Tamara	Windermere	Florida	863-333-5045
Williams-Snead, Donna	Port St Lucie	Florida	908-681-4039
Trudelle, Lesley	Jacksonville	Florida	904-479-8880
Cotto, Dennis	Spring Hill	Florida	352-610-9696
Collins, Linda	Ocean Breeze	Florida	772-284-4534
Ashford, Lila	Delray Beach	Florida	954-641-8589

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Rodriguez, Linda	Davenport	Florida	781-502-2322
Hoffman, Lisa	Naples	Florida	239-593-5235
Messing, Lisa	Valrico	Florida	813-643-2333
Sikora, Vernon	The Villages	Florida	219-390-2443
Taylor, Lloyd	Mulberry	Florida	863-943-4051
Guerin, Lori	Bradenton	Florida	941-778-9141
Rieser, Lori	Inverness	Florida	352-419-7863
Kennedy, Lorraine	Naples	Florida	239-287-8354
Austin, Jim	St Petersburg	Florida	727-498-5559
Olen, Ursula	Lakewood Ranch	Florida	954-900-2365
Salzberg, Steven	Clearwater Beach	Florida	727-266-2740
Loethen, Lynda	Cape Coral	Florida	239-558-5190
Korn, Lynn	Delray Beach	Florida	561-819-0680
Hernandez, Mabel	Tampa	Florida	813-587-0017
Lindsay, Candy	Miami Beach	Florida	305-600-3093
Diperna, Nico	Boca Raton	Florida	954-461-6705
Roberts, Jennifer	Orlando	Florida	215-313-6920
Mooradian, Chris	Melbourne	Florida	720-841-7861
Phromvipha, Marcella	Weston	Florida	954-393-4681
Okotcha, Victor	Middleburg	Florida	317-772-9520
Cramer, Randy	Boca Raton	Florida	561-843-7177
Cunningham, Margaret	Palm Coast	Florida	386-986-1999
Ross, Maria	Boca Raton	Florida	786-930-4600
Terp, Marilee	Orlando	Florida	321-251-4777
Rangel, Marisol	Miami	Florida	305-233-2977
Ortiz, Maritzel	Pembroke Pines	Florida	954-362-7973
Golubock, Mark D	Sanford	Florida	407-977-0210
Collins, Marjorie	Stuart	Florida	772-333-1624
Fee, Mark A.	Parkland	Florida	954-608-9533
Booth, Pamila	Dade City	Florida	352-206-7211
Guerra, Marleny	Bartow	Florida	954-369-4549
Ryder, Martin	Hillsboro Beach	Florida	954-790-8800
Bluhm, Marybeth	Winter Park	Florida	407-310-6805
Casamento, Mary	Satellite Beach	Florida	407-610-2279
Black, Mary Kay	Port St. Lucie	Florida	772-265-2560
Hoffman, Matthew	East Palatka	Florida	386-530-2773
Johnson, Maxine	Titusville	Florida	321-383-0958
Potts, Marlene	Palm Bay	Florida	321-890-7410
Loonam, Melissa	Coral Springs	Florida	954-324-3440
Sanchez, Tracy	Eustis	Florida	352-805-5860
De Mena, Carlos	Miami	Florida	305-649-7066
Allensworth, Dana	Orlando	Florida	407-370-7090
Granados, Michael	Sunrise	Florida	407-900-3728

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Thiry, Michael	Daytona Beach	Florida	386-795-9132
Goodwin, Michael	Merritt Island	Florida	678-444-6557
Bukoski, Michael	Winter Park	Florida	407-697-6259
Moyer, Michael	Greenacres	Florida	410-441-0644
Backus, Michele	Port St Lucie	Florida	772-380-5916
Durand Schnackel, Miki	Hudson	Florida	727-856-9100
Allen, Michelle	Lake Worth	Florida	561-470-5134
Santiago, Michelle	Holly Hill	Florida	678-977-9233
Mcclary, Michelle	Jacksonville	Florida	904-864-2504
Molina, Mildred	Riverview	Florida	813-704-0426
Miller, Dianna	Dunnellon	Florida	352-322-1820
Gonzalez, Miriam	St Augustine	Florida	954-263-6322
Keenan, Michelle	Riverview	Florida	352-750-6970
Aguirre, Michael	Miami	Florida	305-450-7004
Mondesir, Chester	Orlando	Florida	407-454-9807
Moore, Tanya	Boca Raton	Florida	972-865-7738
Heeke, Jodi	Apopka	Florida	352-508-1313
Rios, Maria Sol	Miami	Florida	305-433-5526
Muter, Marilyn / Bunny	Ft Lauderdale	Florida	954-351-7070
Buser, Diana	Saint Augustine	Florida	954-314-7580
Jones, Christopher	Apopka	Florida	407-486-4252
Novello, Nicholas	West Palm Beach	Florida	561-337-1550
Singh, Karen	North Lauderdale	Florida	954-913-1107
Clark, Nancy	Land O Lakes	Florida	813-527-6574
Chajet, Nancy	Hillsboro Beach	Florida	703-408-3300
Beck, Nelly	Boca Raton	Florida	718-575-0017
Mayi, Jose	Orlando	Florida	407-341-9555
Paudel, Ramesh	Hollywood	Florida	980-272-8335
Miranda, Jasmine	Miami	Florida	305-631-2848
Pena, Nick	Davenport	Florida	786-534-7699
Harris, Norman	Kissimmee, Fl	Florida	863-212-5978
Norris, Jeff	Jacksonville	Florida	904-687-0555
Ginebra, Barbara	Homestead	Florida	786-504-3078
Espada, Sasha	Clermont	Florida	407-614-8574
O'Neal, Linda	St. Petersburg	Florida	727-343-5650
Bales, Dawn	Sarasota	Florida	215-284-7786
Haley, Jacqueline	Hudson	Florida	704-886-6668
Stotsky, Joanne	Ft Lauderdale	Florida	954-557-8108
Osgood, Lori	Jacksonville	Florida	904-482-3996
Santos-Klys, Omayra	Orlando	Florida	321-804-4128
Watkins, Kimberly	St. Augustine	Florida	904-233-7791
Tesone, Rafael	Doral	Florida	786-899-0997
Orange, Stacey	Hollywood	Florida	954-417-8818

Dennis, Orrick	Sanford	Florida	321-333-5572
Marrero, Yobany	Leesburg	Florida	305-517-3866
Overcash, Stacey	Port Orange	Florida	386-316-3791
Rodriguez, Ovet	Orlando	Florida	321-437-6431
Rasmussen, Peter	Naples	Florida	435-580-2784
Palogruto, Carmen	Tampa	Florida	813-373-5942
Makanji, Pankaj	Titusville	Florida	321-444-3344
Gracia, Jean	Pensacola	Florida	850-466-2080
Beyer, Julie	Destin	Florida	704-587-3311
Antunez, Patricia	Coral Springs	Florida	954-753-5412
Miller, Patricia (Patty) Fee	Indian Harbour Beach	Florida	321-773-3346
Lyon, Patricia	Lakewood Ranch	Florida	941-907-0345
Maurillo, Patricia	Cape Coral	Florida	239-462-7772
Whatley-Owner, Paul	Tampa	Florida	813-343-0800
Podradchik, Paula	Boynton Beach	Florida	561-498-5461
Bravo, Pedro	Doral	Florida	786-792-1109
Lavine, Sheryl	Fort Lauderdale	Florida	954-734-0385
Castro, Maria	Miami	Florida	786-250-5933
Fowler, Michele	Homosassa	Florida	352-350-1595
Plana, Alex	Naples	Florida	954-453-7973
Jimenez, Kendelle	Plant City	Florida	813-440-4957
Berry, Robert	Debary	Florida	407-864-1700
Patt, Priscilla	Hollywood	Florida	954-589-1727
West, Priscilla	Jacksonville	Florida	904-361-8475
Richards, Cyndi	Davie	Florida	954-765-9850
Mitchell, Rajinder	Winter Garden	Florida	407-782-7341
Raffone, Veronica	Punta Gorda	Florida	239-887-5321
Ralicki, David	Stuart	Florida	772-323-1097
Mason, Ray	Boca Raton	Florida	561-391-8601
Greene, Raymond	The Villages	Florida	727-252-8144
Cherskov, Richard	Fort Lauderdale	Florida	954-324-7564
Soto, Roger	Lake Worth	Florida	561-774-3500
Austin, Roger	Lake Suzy	Florida	941-456-7487
Galvan, Crystal	Tamarac	Florida	954-213-2877
Feria, Arianne	Hialeah	Florida	786-294-0155
Calderon, Rose	Boca Raton	Florida	561-715-6099
Beckford, Renee	Apollo Beach	Florida	813-489-4113
Davis, Theresa	Gulfport	Florida	813-501-7335
Hodes, Richard	Delray Beach	Florida	561-637-4300
Ripley, John	Winter Springs	Florida	321-236-0300
Garcia, Eric	Casselberry	Florida	(407)574-8368
Sherin, Robin	Boca Raton	Florida	561-208-5201
Papreck, Rossana	Fort Myers	Florida	520-704-2021
Brown li, Roger	Hialeah	Florida	305-799-6220

Rollins, Mark	Orlando	Florida	407-720-2705
Lee, Ronald	Celebration	Florida	407-566-0127
McNair, Ronnie	Boynton Beach	Florida	561-504-8372
Camous, Rosario	Winter Springs	Florida	719-419-4662
Acevedo, Rose	Orlando	Florida	954-344-8060
Rodriguez, Susan	Odessa	Florida	813-926-1566
Buchner, Sara	Coral Springs	Florida	954-346-6777
Ferruccio, Victoria	Fort Lauderdale	Florida	786-835-2388
Dobles, Albert	Pembroke Pines	Florida	954-812-4645
Saltarelli, Enrico	Largo	Florida	727-290-4998
Lucero, Samantha	Jacksonville	Florida	904-655-1606
Pollack, Samantha	Riverview	Florida	813-415-7619
Salameh, Sari	Jacksonville	Florida	904-404-1000
Sarmiento, Cicero	Winter Garden	Florida	407-395-2011
Sawyer, Kimberly	Ft Lauderdale	Florida	954-289-4584
Thompson, Ruthelise	Lakeland	Florida	863-660-6434
Geery, Michelle	Altamonte Springs	Florida	407-349-8400
Rodriguez, Lyla	Miami	Florida	786-227-3747
Fee, Sean	Fort Lauderdale	Florida	954-302-2000
Mereness, Shari	Riverview	Florida	813-363-0255
Sells, Dick	Trinity	Florida	727-647-4400
Azanza, Maria Cedenio	Davie	Florida	954-997-0997
Wilder, Joel	DeBary	Florida	386-774-5740
Faison, Shana	Apollo Beach	Florida	813-489-0803
Miller, Cindi	Apollo Beach	Florida	813-644-2113
Socherman, Sharon	Pincrest	Florida	305-255-1552
Burkett, Sheila	Fort Myers	Florida	630-373-0936
Perlin, Acc, Sheldon	Palmetto	Florida	941-729-0113
Kennedy, Sheran	Homestead	Florida	305-831-4051
Blair, Catherine	Winter Garden	Florida	407-739-1641
Schmidt, Brian	Bradenton	Florida	941-242-1030
Sturdon, Elizabeth	Valrico	Florida	813-675-9145
Harris, Sabine	Tampa	Florida	813-546-0751
Russell, Mason	Vero Beach	Florida	772-226-7560
Rendon, Stacey	West Palm Beach	Florida	954-344-8060
Sanford, Staci	Miami	Florida	305-238-6678
Thomas, Staci	Clearwater	Florida	727-488-3812
Roy, Stacie	Port St. Lucie	Florida	772-243-8446
Koolik, Marsha	Boynton Beach	Florida	305-525-9275
Steele, Patti	Plantation	Florida	954-651-2020
Gomez, Stephanie	Cooper City	Florida	954-399-7565
William, Stephen	Miami	Florida	786-877-1160
Peterson, Pete	Cape Coral	Florida	703-999-9299
Strockbine Iii, Richard	Tamarac	Florida	954-344-8060

Boivin, Kim	Port Orange	Florida	817-567-3422
Sugden, Carl	Parrish	Florida	936-337-4477
George, Rodney	Naples	Florida	239-777-9862
Rusconi, Natasha	Miramar	Florida	954-453-7310
Luster, Emily	Orlando	Florida	321-430-8822
Holt, Luiz	Davenport	Florida	863-438-2425
Spotorno, Anthony	Titusville	Florida	321-420-1766
Borron, Lee	Boynton Beach	Florida	561-900-5926
Brown, Susan	Largo	Florida	727-303-9050
Simon, Suzanne	Ponte Vedra	Florida	850-460-1171
Amatangelo, John	Jacksonville	Florida	904-503-1836
Edwards, Tanika	Cantonment	Florida	850-679-3023
Zader, Diane	Tampa	Florida	813-599-3190
Tellini, Pete	Spring Hill	Florida	352-515-0012
Baber, Teresa	Fort Pierce	Florida	973-626-8729
Caldwell, Teresa	Deland	Florida	386-624-4425
Torres, Thais	Miami	Florida	305-710-7645
March, Brittney Armstrong	Tamarac	Florida	954-414-5772
Elliott, Barbara	Land O Lakes	Florida	813-553-1313
Harris, Allison	Hallendale	Florida	480-582-1452
Gorriceta, Juram	West Palm Beach	Florida	561-352-8003
Conti, Elizabeth	Lake Worth	Florida	561-440-3704
Korkin, Jason	Jupiter	Florida	561-705-0899
Gutierrez, Claudia	Miramar	Florida	954-505-4912
Greene, Linda	Punta Gorda	Florida	845-353-2838
Verschueren, Ted	Edgewater	Florida	951-491-9752
Odom, Theresa	Wildwood	Florida	352-668-3139
Curbelo, Theresa	Plantation	Florida	954-369-2863
O'Hara, Thomas	Jacksonville	Florida	904-880-2724
Papanier, Thomas	Lecanto	Florida	352-999-4995
Traino, Thomas	Lantana	Florida	561-533-6598
Townsley, Sharyn	Land O Lakes	Florida	954-232-0987
Williams, Tina	Palm Bay	Florida	321-327-4693
Miranda, Tina	Pompano Beach	Florida	954-840-6880
Mason, Dominique	West Palm Beach	Florida	561-467-4582
Mcfarlane, Horatio	Royal Palm Beach	Florida	954-270-2042
Flannery, Dorothy	Ponte Vedra Beach	Florida	305-361-6772
Torres, Orben	Ruskin	Florida	813-892-5655
Ball, Elisa	Boca Raton	Florida	561-430-7075
Fuller, Andrea	Hollywood	Florida	305-202-2250
Fernandez, Maria	Miami	Florida	407-777-9963
Dreher, Tracy	Jacksonville	Florida	904-563-6220
Sanchez, Joan	Miramar	Florida	954-498-6158
Benzon, Vincent	Orlando	Florida	407-745-0888

Sims, Malgorzata	Sarasota	Florida	941-218-1108
Cahill, Linda	San Antonio	Florida	954-721-8463
Husselman, Kelley	Ruskin	Florida	813-820-0813
Tillman Assad, Missy	Miramar Beach	Florida	423-930-3859
Schear, Julie	Southwest Ranches	Florida	954-451-3862
Hudson, Christie	Loxahatchee	Florida	561-557-9387
Heywood, Melanie	Plantation	Florida	732-784-7372
Livingston, Cheryl	Vero Beach	Florida	772-492-3794
Hetzel, Brandon	Plantation	Florida	754-300-8485
Scheffler, Denise	Boca Raton	Florida	954-234-9555
Somm, Christopher	Panama City	Florida	850-832-5373
Funk, David	Miami	Florida	305-407-9399
Mccaffrey, Charles	Bradenton	Florida	941-493-5020
Lilly, Nancy	Daytona Beach	Florida	386-589-4431
Scott, Susan	Orlando	Florida	615-830-5952
Wright, Timothy	West Palm Beach	Florida	561-377-2774
Morgenthaler, John	Hobe Sound	Florida	772-777-1448
Maloney, Mary	Wimauma	Florida	252-292-1934
Tusen, Erika	West Palm Beach	Florida	754-217-6788
Osinski, Julie	Fort Lauderdale	Florida	305-282-3498
Elliot, James	Panama City	Florida	704-307-5867
Davis, Joanne	Lake Mary	Florida	954-346-7519
Perez, Rosie	Pembroke Pines	Florida	954-278-8777
Le Boeuf, Harry	Ponte Vedra	Florida	850-306-3194
Portal, Daniel	Miami	Florida	305-712-7178
Taylor, Valerie	Coral Springs	Florida	954-756-5484
Thompson, Valerie	Winter Park	Florida	407-853-4777
Shiple, Valerie	Vero Beach	Florida	772-925-0067
Suresh, Vara	Jacksonville	Florida	904-874-2288
Tucker, Veronica	Clearwater	Florida	727-478-2954
Floyd, Vianne	North Fort Myers	Florida	313-333-1116
Vega, Victor	Key Biscayne	Florida	305-361-6880
Bhatnagar, Vikas	Fort Lauderdale	Florida	830-344-9768
Atseva, Violeta	Miami	Florida	786-339-4776
Kuettel, Vera	Trinity	Florida	727-376-6006
Guptill, Walter	Cocoa Beach	Florida	954-449-6096
Budzian, Catheryne	New Port Richey	Florida	727-877-0212
Paris, Araceli	Delray Beach	Florida	561-563-8636
Kaminski, Wendy	St. Augustine	Florida	954-300-4150
Edwards, Beth	Tampa	Florida	813-333-1970
Coggins, Sheryl	Boca Raton	Florida	561-344-5662
Elliott, Vernon	Seffner	Florida	813-445-8300
Fletcher, Leslie	Kissimmee	Florida	407-201-2003
Letts, William Joseph	St Petersburg	Florida	727-498-8964

Wolf, Miriam	Port St Lucie	Florida	866-606-8249
Lydecker, Edward	Sarasota	Florida	941-786-2789
Dulude, Ellie	Pembroke Pines	Florida	954-438-8100
Matelski, Robert	Palm Bay	Florida	678-634-1170
Exius, Kayla	Miami	Florida	305-992-8614
Ramos, Xiomara	Miami	Florida	305-554-7909
Robinson, Glenwood	Palm Bay	Florida	321-312-6793
Montanez, Henry	Tamarac	Florida	305-922-8666
Burt, David	Lakeland	Florida	863-777-0281
Vosdoganes, Andrea	Fort Lauderdale	Florida	954-860-8377
Zand, Bryan	Parkland	Florida	954-255-0001
Zeledon, Joaquin	Boca Raton	Florida	561-807-7466
Rybnikar, Carolyn	Johns Creek	Georgia	470-246-5774
Harrison, Nathan	Locust Grove	Georgia	770-914-9355
Eisner, Katherine	Cumming	Georgia	404-550-9422
Connelly, Debra	Snellville	Georgia	770-401-4426
Clure Fulton, Wendi	Marietta	Georgia	678-229-2417
Woolstrum, Carla	Atlanta	Georgia	470-514-5278
Allman, Katie	Big Canoe	Georgia	352-362-6119
Helfer, Lorella	Winder	Georgia	770-283-4346
Haralson, Amy	Fayetteville	Georgia	678-562-5565
Long, Angeletha	Bonaire	Georgia	478-334-0177
Kurtze, Arielle	Marietta	Georgia	925-967-7556
Gatewood, Ashley	Marietta	Georgia	770-502-6321
Smalley, Barbara	Athens	Georgia	706-613-7237
Maclean, Debra	Suwanee	Georgia	770-205-8667
Beasley, Benjamin	Newnan	Georgia	678-438-2402
Waters, Kaitlin	Canton	Georgia	404-777-9611
Palmer, Yanick	Snellville	Georgia	404-482-0334
Macdonald, Mark	Cumming	Georgia	470-239-6941
Garrison, Catherine	Evans	Georgia	706-915-6026
Lamm, Cathy	Greensboro	Georgia	706-473-6864
Callaway, Cayce	Lookout Mountain	Georgia	404-618-4477
Kydd, Rosemarie	Conyers	Georgia	770-545-9623
Winsted, Wendell	Buford	Georgia	470-350-3821
Spano, Danielle	Canton	Georgia	352-440-3264
Mason, Daryl	Griffin	Georgia	678-572-4341
Hunter, Michael	Cedartown	Georgia	678-901-0993
Duffy, Wendy	Kennesaw	Georgia	678-563-1409
Turner, Moniqua	Lilburn	Georgia	678-646-8604
Cully, Maureen	Johns Creek	Georgia	770-765-1905
Shirley, Kerry	Dallas	Georgia	470-632-8771
Hayes, Ellwood	Flowery Branch	Georgia	321-775-3312
Salet, Philip	Atlanta	Georgia	404-547-1157

Smith, Sylvia	Douglasville	Georgia	678-785-7353
Jones, Gary	Cumming	Georgia	770-844-0710
Peavy, Gayle	Macon	Georgia	478-746-9527
Dougherty, Georganne	Griffin	Georgia	770-228-9473
Goode, Donna	Alpharetta	Georgia	770-777-5937
Cohen, Phebe	Canton	Georgia	610-357-6526
Haigwood, Lori	Woodstock	Georgia	770-845-6411
Clippard, Heather	Snellville	Georgia	770-325-0781
Ross, Heather	Alpharetta	Georgia	251-706-7090
Stroud, Holly	Atlanta	Georgia	404-410-0009
Green, Kristina	Valdosta	Georgia	912-675-8521
Zayas, Charlette	Sandy Springs	Georgia	770-863-8899
Lamarca, Anna	Woodstock	Georgia	845-551-8512
McClear, Jacqueline	Bonaire	Georgia	478-442-0616
Reed, Jenny	Cumming	Georgia	678-947-5115
Seliski-Talbott, Jennifer	Acworth	Georgia	770-800-7370
Peguero, Juan	Newnan	Georgia	404-537-6552
Parsons, Jessica	Ball Ground	Georgia	678-576-1618
Dunnivant, James	Newnan	Georgia	770-253-3206
Wang, Hsu Chih	Brookhaven	Georgia	404-855-0678
Clarke, Erica	Snellville	Georgia	706-873-0751
Seals, Johnny	Evans	Georgia	706-723-9517
Hairston, Artelida	Roswell	Georgia	678-653-0231
Estroff, Judith	Augusta	Georgia	706-339-8618
Edwards, Karen	Roswell	Georgia	404-786-7768
McClean, Kathryn	Lawrenceville	Georgia	770-545-8333
Greenstein, Kathy	Lawrenceville	Georgia	770-789-6918
Bryant, Kelly	Braselton	Georgia	727-239-4471
Flowers, Keith	Glennville	Georgia	912-216-5060
Ray, Keith	Alpharetta	Georgia	404-645-7253
Sims, Jerome	Cumming	Georgia	770-667-4841
Priester, Laquonya	Augusta	Georgia	706-888-1991
Simons, Laronda	Garden City	Georgia	954-344-8060
Mudd, Natalie	Douglasville	Georgia	478-919-5689
Lee, Monica	Conyers	Georgia	470-701-0796
Linman, Jeremy	Atlanta	Georgia	404-475-2580
Guyette, Lucila	Savannah	Georgia	912-657-9517
Hadaway, Michelle	Flowery Branch	Georgia	470-310-1975
Durovic, Lynette	Newnan	Georgia	770-253-3364
White, Murrell	Atlanta	Georgia	770-820-7534
Poynter, Manuel	Fairburn	Georgia	502-269-8113
Ricks, Shakea	Decatur	Georgia	404-974-9812
Benson, Michael	Dalton	Georgia	706-229-9260
Gelman, Michael	Flowery Branch	Georgia	770-965-7441

Hammond, Michael	Atlanta	Georgia	470-889-3669
Consoli, Michael	Roswell	Georgia	770-650-7667
Morgan, Audra	Canton	Georgia	386-322-2162
Nelson, Kevin	Flowery Branch	Georgia	678-828-9777
Boghani, Gulzar	Dacula	Georgia	770-599-2279
Padin, Noemi	Midland	Georgia	706-610-8024
Johnson, Amanda	Alpharetta	Georgia	678-446-0299
Webster-Williams, Apphia	McDonough	Georgia	404-977-0308
Agard, Pamela	Lilburn	Georgia	678-772-6121
Distin, Marley	Decatur	Georgia	678-929-8700
Goode, Patrick	Lawrenceville	Georgia	770-945-6920
Fox, Sean	Warner Robins	Georgia	478-442-4141
Martins, Paula	Canton	Georgia	954-415-2383
Brown, Keisha	Dacula	Georgia	770-945-1011
Wann, Peter	Cumming	Georgia	720-505-4392
Simon, Rachelle	Atlanta	Georgia	404-942-8888
Moore, Alice	Atlanta	Georgia	404-330-8713
Flink, Kevin	Dunwoody	Georgia	954-263-2691
Haslett, Rich	Norcross	Georgia	404-990-0101
Sevin, Susan	Canton	Georgia	770-704-1991
Nicholson, Robert	Atlanta	Georgia	404-334-0993
Grant, Tia	Atlanta	Georgia	678-799-7707
Bailey, Scott	Suwanee	Georgia	404-477-8082
Levin, Kimberly	Hawkinsville	Georgia	478-636-2096
Beasley, Rebecca	Fortson	Georgia	706-321-8464
Johnson, Sharon	Augusta	Georgia	706-790-1718
Dalyrimple, Kimberly	Alpharetta	Georgia	470-567-0006
Bullard, Stacy	Canton	Georgia	470-641-3230
Hart, Stephen	Milton	Georgia	770-558-4767
Ferren, Suzanne	Lakemont	Georgia	904-228-0931
Hurt, Rhonda	Snellville	Georgia	678-694-1995
Spottsville, Tamarra	Marietta	Georgia	404-487-6049
Clements, Taylor	Newnan	Georgia	770-655-6558
Pittman, Thaeast	Port Wentworth	Georgia	912-239-7768
Dembo, Pamela	Decatur	Georgia	404.682.2996
Randall, Tony	Ball Ground	Georgia	678-454-4444
Cunningham, Sharon	Lafayette	Georgia	706-638-2669
Derozario, Doreen	Atlanta	Georgia	470-685-2555
Gill-Shearwood, Lois	McDonough	Georgia	470-507-4843
Sharpe, Mone	Fayetteville	Georgia	678-974-3267
Green, Crystal	Stockbridge	Georgia	470-569-9282
Thompson, Jason	Atlanta,	Georgia	770-212-2218
King, Carlette	Norcross	Georgia	470.509.4311
Hager, Virginia	John'S Creek	Georgia	432-897-4991

Peyton, Nicole	Smyrna	Georgia	678-396-3569
Zenkovich, Lori	Woodstock	Georgia	770-240-0996
Wiechert, Alana	Grovetown	Georgia	762-250-8747
Little, Winford	Eatonton	Georgia	706-473-1010
Whitesell, Judy	Alpharetta	Georgia	770-904-9774
Pennington, Jennifer	Canton	Georgia	470-523-8687
Behret, Shelby	Woodstock	Georgia	470-289-8910
Vontimitta, Satish	Suwanee	Georgia	770-755-5960
Stout, Deborah	Cumming	Georgia	678-845-6150
Alfelor, Benjamin	Honolulu	Hawaii	808-486-1977
Thomas, Amy	Kihei	Hawaii	717-575-6919
Jansson, Malia	Aiea	Hawaii	808-487-0942
Himeda, Debra	Ewa Beach	Hawaii	206-330-2097
Wahlberg, Randall	Honolulu	Hawaii	860-234-4516
Sparks, Dean	Athol	Idaho	208-699-1795
Delaney, Leanne	Hayden	Idaho	208-704-2070
Shannon, Derrick	Meridian	Idaho	208-401-0331
Tway, George	Island Park	Idaho	208 853 0891
Blackwell, Holly	Athol	Idaho	831-998-4172
Lindsay, Cal	Boise	Idaho	208-996-3269
Bennett, Stephanie	Boise	Idaho	208-908-6175
Conboy, Mark	Boise	Idaho	949-951-5688
Williams, Raini	Hayden Lake	Idaho	208-762-9544
Updegraff, Susan	Meridian	Idaho	208-209-6521
Duncan, Jackie	Post Falls	Idaho	208-457-7009
Bailey, Verena	Boise	Idaho	208-999-6699
Guerrier, Joseph	Chicago	Illinois	312-444-0434
Townsend, James	Richton Park	Illinois	708-320-0006
Murawski, Kimberly	Chicago	Illinois	773-368-1957
Vodar, Tina	Batavia	Illinois	630-781-4781
Miller, Yolanda	South Holland	Illinois	877-678-7324
Filipek, Anita	Naperville	Illinois	630-355-6068
Carroll, Kathryn	Orland Pk	Illinois	708-382-1438
Hall, Barbara	Chicago	Illinois	773 717-3926
Day, Teresa	Lake In The Hills	Illinois	224-239-7055
Heine, Cory	Cary	Illinois	847-516-4391
Chisu, Maria	Franklin Park	Illinois	224-442-0397
Anderson, Debra	Chicago	Illinois	773-437-4644
Pohlod, Debra	Streator	Illinois	815 673-2342
Grana, Denise	Crest Hill	Illinois	630-306-3538
Manriquez, Dayna	Chicago	Illinois	312-900-2159
Schumann, Brandie	Marengo	Illinois	815-900-6525
Hnatovic, Jeanine	Orland Park	Illinois	708-955-4077
Jackson, Elise	Elgin	Illinois	847-754-6143

Davenport, Everett	Romeoville	Illinois	815-200-4166
Vargas, Franklin	Chicago	Illinois	312-767-8774
Waller, Gerry	Park Ridge	Illinois	847-825-7761
Lange, Georgia	Lombard	Illinois	630-627-0668
Nebijinates, Kelli	Yorkville	Illinois	630-877-1932
Rossano, George	Evergreen Park	Illinois	312-671-5652
Reeves, Terry	Metropolis	Illinois	270-217-0673
Min, Hye Ki	Mount Prospect	Illinois	224-221-5654
Santo, Jacquelyn	Chicago	Illinois	248-361-1871
Brand, Joshua	Deerfield	Illinois	847-786-2470
Jensen, Ed	Belvidere	Illinois	815-580-4441
Mueller, Joanne	Lombard	Illinois	630-337-9886
Hill, Katherine	Chicago	Illinois	773-654-3691
Henderson, Michelle	Oak Park	Illinois	954-344-8060
Gray, Daniel	Chicago	Illinois	312-360-1720
Egen, Jennifer	Glenview	Illinois	847-920-4470
Fisher, Judy	Des Plaines	Illinois	847-580-3950
Picatto, Amelia	Collinsville	Illinois	618-530-3119
Pecoraro, Annmarie	Lombard	Illinois	630-475-9151
Fouts, Tiffanee	New Lenox	Illinois	815-715-9577
Harty-Allen, Regina	Glen Ellyn	Illinois	630-742-6017
Meyer, Robert	Hoffman Estates	Illinois	847-934-6144
Valencia, Stacey	Plainfield	Illinois	630-649-8650
Apt, Susan	Monee	Illinois	708-534-7447
O'Connell, Terri	Chicago	Illinois	708-232-8973
Harrison, Terry	Belleville	Illinois	618-570-0410
Young, Terry	Chicago	Illinois	954-344-8060
Mcdavid, Shannon	Chicago	Illinois	773-505-3581
Adcock, Laura	Algonquin	Illinois	224-716-9680
Adorno, Frank	Elmhurst	Illinois	630-296-7447
Alcock, Bryan	Tinley Park	Illinois	708-933-8222
Wipke, Christopher	Chicago	Illinois	773-680-6313
Williams, Zoretta	Oak Park	Illinois	630-728-7232
Brunner, Audrey	Wauconda	Illinois	847-892-9090
Winans, Jarold	Muncie	Indiana	317-606-3663
Regnier, Jessica	Lake Station	Indiana	219-314-3960
Harris, Ben	Indianapolis	Indiana	317-548-2003
Peaper, Carleen	Indianapolis	Indiana	317-780-0840
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Burns, Christi	Fort Wayne	Indiana	260-338-8202
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Britt, Bennie	Westfield	Indiana	317-399-6176

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Coursen, Dixie	Fishers	Indiana	317-863-5160
Shoaf, Kathryn	Hobart	Indiana	219-608-2002
Pang, Lisa	Indianapolis	Indiana	317-342-4200
Gray, Charles	Indianapolis	Indiana	317-610-0750
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Hoover, Jennifer	Greenwood	Indiana	317-300-4521
Jones, Hope	Fort Wayne	Indiana	919-423-7206
Moore, Misty	Indianapolis	Indiana	765-631-9157
Brown, Daniel	Fort Wayne	Indiana	260-755-5624
Klingsmith, Jennifer	Indianapolis	Indiana	317-442-3598
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Dreyer, Katherine	Sellersburg	Indiana	850-375-0878
Kuhn, Katherine	Indianapolis	Indiana	317-749-8512
Lyons, Kim	Lebanon	Indiana	765-325-2589
Harris, Larry	Indianapolis	Indiana	239-246-4004
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Laver, Mike	Plainfield	Indiana	317-838-9741
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Rains, Terry	Columbus	Indiana	812-657-0777
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Sherrill, Patricia	Avon	Indiana	317-556-6548
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Hurst, Dian	Camby	Indiana	317-520-1660
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Davenport, Thomas	Portage	Indiana	219-706-5137
Comegys, Tiffany	Laporte	Indiana	219-979-2023
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Tresnak, Rick	Dysart	Iowa	319-573-7209
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Schneider, Jennifer	Ft Mitchell	Kentucky	859-341-5093
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Lowell, Nancy	Monroe Township	New Jersey	609-423-4802
Roman, Ivelisse	Paramus	New Jersey	201-694-4028
Logue, Jerry	Delanco	New Jersey	856-255-5056
Harsell, John	Pennington	New Jersey	609-439-1855
Dronne, Joy	Freehold	New Jersey	732-252-9626
Gagliardo, Diane	Flemington	New Jersey	908-905-0555
McNair, Jacqueline	Voorhees	New Jersey	856-408-4408
Kemmerer, Linda	Atlantic City	New Jersey	609-290-1199
Gallina, Lisa	Hillsdale	New Jersey	201-694-9115
Wild, Tracy	Avenel	New Jersey	732-413-5538
Cianci, Lois Ann	Flanders	New Jersey	973-584-3155
Chiurazzi, Janet	Glen Gardner	New Jersey	732-404-1687
Abady, Marc	Ocean	New Jersey	732-614-3239
Fields-Marshall, Margaret	South Orange	New Jersey	973-382-2799

Penn, Marjorie	Sicklerville	New Jersey	856-883-8055
Sampson, Mark	Elizabeth	New Jersey	863-438-5107
Gutchigian, Mary Ann	Beach Haven Crest	New Jersey	609-467-7979
Verma, Nishant	Berkeley Heights	New Jersey	908-517-1107
Semcer, Melissa	Whitehouse Station	New Jersey	954-344-8060
Conoval, Linda	Wanaque	New Jersey	201-315-3424
Given, Michael	North Plainfield	New Jersey	908-769-8998
Melhorn, Lorraine	Wharton	New Jersey	973-442-2727
Pollack, Monica	Franklin Lakes	New Jersey	201-485-7771
Han, Nancy	Edgewater	New Jersey	347-921-0887
Neske, Sande	Bloomsbury	New Jersey	908-995-7013
Johnson, Pamela	Atlantic Highlands	New Jersey	848-300-8117
Mount, Michele	Old Bridge	New Jersey	201-344-6062
Willms, Randall	Rockaway	New Jersey	973-347-5900
Case, Rob	Annandale	New Jersey	908-388-4919
Mankin, Bob	Monroe Twp	New Jersey	908-421-3647
Rooks, Talayia	Warren	New Jersey	908-300-2406
Singhchai, Rosary	Wayne	New Jersey	7328410669
Azari, Mehrnosh	Hackettstown	New Jersey	201-723-0092
Kozma, Hortensia	Mendham	New Jersey	973-543-5316
Tilton, Maria	Clarksburg	New Jersey	732-410-8962
Kaminsky, Shelly	Freehold	New Jersey	732-801-4151
Desai, Bhavesh	Cream Ridge	New Jersey	908-287-2835
Warren, Jeanette	Stewartsville	New Jersey	908-627-6667
Chan, Sue	Matawan	New Jersey	732-765-8033
Pallaki, Sheila	Bridgewater	New Jersey	908-393-9815
Marino, David	Forked River	New Jersey	732-966-3422
Egan, Terrence	Howell	New Jersey	718-619-5464
Patel, Girish	Hillsborough	New Jersey	9083975988
Tietjen, Michael	Belvidere	New Jersey	908-453-4307
Grant, Qwana	Howell	New Jersey	848-444-3515
Molbury, Sylvia	Sparta	New Jersey	973-940-0202
Surat, Susan	Wyckoff	New Jersey	201-485-8751
Miller, Christine	Barnegat	New Jersey	973-320-9281
Tu, Jennifer	Brick	New Jersey	732-966-3302
Anderson, Chrystal	Lumberton	New Jersey	609-500-3226
Debrito, Debra	Sayreville	New Jersey	732-238-1932
Malecki, Andrew	Whitehouse Station	New Jersey	908-200-1320
Cassie, Cheryl	Brick	New Jersey	732-966-6714
Sullivan, Mary Beth	Annandale	New Jersey	908-752-4976
Patel, Zankhna	Sparta	New Jersey	201-401-2118
Lovell, Amy	Albuquerque	New Mexico	505-520-6454
Wright, Darin	Farmington	New Mexico	505-787-2192
Jones, Isabelle	Placitas	New Mexico	505-404-8406

Peake, Brad	Albuquerque	New Mexico	505-933-2563
White, Arlene	Staten Island	New York	718-984-1010
Mcgloster, Abigail	New York	New York	646-229-8549
Seechung, Porsha	New York	New York	917-274-7997
Wilson, Alissa	East Patchogue	New York	631-657-3167
Welsch, Deborah	Penfield	New York	585-433-0113
Arluck, Andy	Atlantic Beach	New York	516-330-0573
Hayward, Ann	Valley Cottage	New York	845-268-6822
Byrd, Kareem	Bay Shore	New York	631-358-3096
Frederique, Cleasin	Elmont	New York	516-673-7471
Montevecchio, Carol	Victor	New York	585-310-2220
Nyholm, Christine	Hauppauge	New York	631-774-9202
Alonzo, Michael	Mineola	New York	516-880-2457
Sorice, Kristen	Somers	New York	914-906-8799
Giugno, Maria	Bronx	New York	954-698-4475
Mungkhalodom, Darren	Victor	New York	585-991-3858
Chester, David	Irvington	New York	914-523-4345
Davide, Linda	Grand Island	New York	716-220-4470
Mcgeary, Debbie	East Rockaway	New York	516-602-9226
Sledge, Debra	New Hyde Park	New York	516-528-3663
Robertson, Deborah	Commack	New York	631-343-3130
Viotto, Sharon	Rockville Centre	New York	516-867-7215
Perron, Amy	Lancaster	New York	716-458-0755
Francis, Diane	Grand Island	New York	716-830-1525
Rocha, Diane	Farmingdale	New York	516-293-0710
Walls, Dalonda	Buffalo	New York	716-867-4599
Blackwood, Delrita	Queens	New York	347-894-5694
Paul, Dody	Avon	New York	585-226-6558
Martin, Dotti	West Babylon	New York	631-888-1009
Smithwick, Edward	Massapequa Pk	New York	516-366-7027
Carson, Eileen	Pearl River	New York	845-709-9200
Tarlov, Gary	Levittown	New York	516-558-2630
Rivalsi, Steven	Armonk	New York	914-273-3387
Livingston, Felicia	Rush	New York	585-278-7726
Robles, Fernview	New York	New York	917-934-3800
Sugrue, Deborah	Rockaway Park	New York	917-929-4260
Christie, Kevin	Staten Island	New York	718-447-5994
Guignard, Abigail	Elmont	New York	516-888-9191
Simulcik, Garrett	North Babylon	New York	631-274-5490
Derousie, George	Pennellville	New York	315-676-2412
Borell, Gianna	Merrick	New York	516-771-8500
Healy, Kenneth	Harrison	New York	914-291-5692
Mcglynn, Christopher	Rhinebeck	New York	845-309-2429
Thomas, Craig	Staten Island	New York	917-781-2244

Orlowski, Karen	Staten Island	New York	718-980-4786
Ajodhia, Donald	Searingtown	New York	917-400-4991
Hicks, Harry	West Lebanon	New York	518 391 2542
Jenik, Leonard	Medford	New York	321-215-7777
Underwood, Durinda	New York	New York	917-434-0260
Lindo, Ivette	Brooklyn	New York	718-576-1275
Gioia, Janet	Schenectady	New York	518-573-6404
Rogers, Jennifer	Honeoye	New York	585-484-1630
Busch, Jennifer	Amherst	New York	716-202-0979
Dempsey, Jessica	Smithtown	New York	631-780-6195
O'Connor, John	New York	New York	212-722-7802
Stead, John	Bronx	New York	347-398-8653
Vatalaro, Judene	New Baltimore	New York	518-444-4722
Thomas, Karen	Bronx	New York	917-856-2546
Kraus, Kathe	New Paltz	New York	845-489-5040
London, Kathy	New Rochelle	New York	914-649-4064
Parker, Kathy	Jay	New York	518-569-2967
Korte, Sheila	Babylon	New York	631-893-4232
Vanderwater, Kristen	Baldwinsville	New York	315-753-0524
Dicostanzo, Michael	Astoria	New York	718-777-0418
Ryan, Laura	New City	New York	845-634-4749
Collins, Laura	East Quogue	New York	631-800-3399
Giordano, Tiffany	Penfield	New York	585-746-2383
Miranda, Linda	Newburgh	New York	845-670-4700
Bzdell, Lisa	Scotia	New York	518-801-2701
Rolison, Lori	Poughkeepsie	New York	845-797-8722
Ramos, Lou	Bronx	New York	718-708-5983
Blaney, Louise	New York	New York	917-747-6259
Ohanyan, Mara	Sunnyside	New York	347-856-8849
Esteves, Maria	Mahopac	New York	845-531-9376
Boyer, Martha	Camillus	New York	315-956-4418
May, Mary	Johnson City	New York	607-217-4786
Cornish, Mary Pat	Marcellus	New York	315-673-7310
Winfield, Maryellen	Fishkill	New York	845-636-4620
Dash, Maurisha	Brooklyn	New York	718-709-4714
Palekar, Maya	New York	New York	347-569-6298
Rice-Nelson, Michele	Miller Place	New York	631-384-5500
Shamro, Rosa	Middletown	New York	845-809-4167
Moore, William	Saratoga Springs	New York	518-886-1730
King, Nicole	Croton On Hudson	New York	914-373-9804
Giarretto, Mike	Oyster Bay	New York	516-922-7873
Gonzalez, Patricia	Huntington	New York	516-620-0855
Lyons, Patricia J	Baldwinsville	New York	315-720-1909
Mcginis, Patricia	Duanesburg	New York	518-365-7260

Young, Reggie	Cicero	New York	315-885-8157
Quigley, Joan	Kingston	New York	845-481-2206
French, Carol	Cortland	New York	607-423-6351
Davila Hernandez, Rebeca	Ballston Lake	New York	518-248-5318
Hill, Renee	Attica	New York	585-535-4143
Stanley, Renee	Shandaken	New York	845-443-5921
Stephens, Rose Ann	Elwood	New York	516-885-4019
Karnavat, Roshni	Forest Hills	New York	718-997-8888
Eng, Sally	Scarsdale	New York	914-509-5278
Biggins, Kathy	Rushville	New York	585-507-7434
Douglass, Mark	South Salem	New York	914-361-4834
Jemmott, Ronald	Mechanicville	New York	518-290-3028
Shepard, Shirley	Staten Island	New York	347-310-5437
Rosen, Gail	Port Jefferson Station	New York	631-509-0502
Zimmerman, Stephen	Huntington Station	New York	631-601-6459
Stuart, Micki	St. Albans	New York	718-360-9279
Fisher, Richard	East Islip	New York	631-581-5653
Aulita, Sylvia	White Plains	New York	914-609-4313
Wolfe, Patricia	Clifton Park	New York	518-992-5100
Arleo, Thomas	White Plains	New York	914-615-9525
Mulkins, Theresa	Tivoli	New York	845-756-4194
Evans, Thomas	Lagrangeville	New York	845-447-2244
Rich, Tom	East Meadow	New York	516-287-5509
Vargas, Toni	Brooklyn	New York	718-513-8709
Orlowski, Timothy	Bronx	New York	619-889-7784
Arlia, Angelina	New York	New York	212-595-5697
Lindner, Dan	Oceanside	New York	630-637-9977
Davidson, Bill	E. Meadow	New York	516-515-9594
Hogg, William	Poughkeepsie	New York	845-559-0679
Farrar, Ronald	Lancaster	New York	716-475-9542
Lappin, Bill	Baldwinsville	New York	315-635-8261
Jirau, Kathy	Brooklyn	New York	718-360-4741
Joseph, Zanette	Wappingers Falls	New York	646-894-5035
Ormston, Alice	Pinehurst	North Carolina	910-585-4735
Ormston, Alice (fka Cheryl Darwell)	Pinehurst	North Carolina	910-585-4735
Moore, Jodi	Cashiers	North Carolina	828-482-2525
Capreol, Ashley	Waxhaw	North Carolina	980-339-7831
Ford, Heather	Rockwell	North Carolina	704-239-7779
Zachar, Korneliya	Morrisville	North Carolina	919-737-7537
Haole, Janet	Midland	North Carolina	704-698-7981
Sparks, Amanda	Mount Airy	North Carolina	336-755-0257
Cooper, Angela	High Point	North Carolina	336-882-1076
Seamans, Ashley	Browns Summit	North Carolina	336-362-6051
Gallant, April	Statesville	North Carolina	704-508-1972

Wood, Lana	Glenville	North Carolina	828-743-0500
Gyr, Tracy	Leland	North Carolina	412-269-0575
See, Bonnie	Hendersonville	North Carolina	828-435-2078
Caldwell, Brenda	Durham	North Carolina	919-471-4513
Morrow, Brent	Clemmons	North Carolina	336-473-1666
Hathaway, Eric	Mooresville	North Carolina	704-351-6027
Raia, Melanie	Charlotte	North Carolina	919-234-3984
Bower, Laveria	Huntersville	North Carolina	704-506-9499
Finley, Dana	Mint Hill	North Carolina	704-807-0646
Bruce, Judith	Murphy	North Carolina	828-837-8399
Williams, Deborah	Matthews	North Carolina	980-408-1588
Thompson Jr, Sequoyah	Cherokee	North Carolina	828-788-6190
Dicola, Lina	Southport	North Carolina	540-656-2530
Mcdiarmid, Jan	Greensboro	North Carolina	336-790-8911
Dean, Edward	Winston Salem	North Carolina	336-896-3013
Pagliocca, Michael	Clayton	North Carolina	407-877-7414
Wilson, Gary	High Point	North Carolina	336-770-5385
Shah, Deborah	Chapel Hill	North Carolina	919-205-3216
Finley, Vicki	Raleigh	North Carolina	919-891-0027
Hanna, Deborah	West Jefferson	North Carolina	336-877-2635
Ward Anderson, Jaimee	Indian Trail	North Carolina	704-628-5180
Nelson, Jaine	Saluda	North Carolina	612-802-8810
Milligan, Jamie	Raleigh	North Carolina	919-629-4086
Tascione, Tony	Cornelius	North Carolina	704-896-5724
Hollinger, Jenny	Raleigh	North Carolina	703-346-1256
Roberts, Jeffrey	Leland	North Carolina	910-833-8250
Ehrlich, Joanne	Denver	North Carolina	516-244-8958
Guard, Jonna	Moyock	North Carolina	757-550-1569
Joyce, Teri	Troutman	North Carolina	704-230-4329
Trauschke, Janette	Raleigh	North Carolina	501-303-0000
Riemer, Kimberly	Pittsboro	North Carolina	678-786-9463
Losito-Forde, Laura	Summerfield	North Carolina	336-209-6444
Tyson, Madelyn	Asheville	North Carolina	704-445-7001
Gordon, Marcelle	Fayetteville	North Carolina	910-491-8374
Adams, Mary Ann	Fuquay Varina	North Carolina	919-868-7269
Fowlkes, Maryann	Charlotte	North Carolina	704-996-7658
Parmley, Oliver	Pineville	North Carolina	980-207-9749
Freeman, Mary Anne	Morganton	North Carolina	828-764-4189
Patel, Priyank	Charlotte	North Carolina	704-315-6232
Bliley, Rhonda	Gastonia	North Carolina	828-310-6721
Royall, Leah	Cary	North Carolina	910-231-7835
Corsillo, Joseph	Mt Holly	North Carolina	704-898-4542
Bell, Scott	Broadway	North Carolina	910-301-2505
Driggers, Mellanie	Sparta	North Carolina	843-864-3422

Stephens, Angela	Carolina Beach	North Carolina	910-599-8285
Balassy, Tamas	Waxhaw	North Carolina	704-856-3110
Orvis, Tess	Wake Forest	North Carolina	919-649-4232
Engborg, Ted	Sherrills Ford	North Carolina	828-478-1617
Boan, Kristin	Statesville	North Carolina	704-761-8512
Milligan, Tracy	Holly Springs	North Carolina	919-271-5969
Johnson, Amaira	Nw Concord	North Carolina	980-242-0423
Overcash, Tammy	Oak Ridge	North Carolina	336-681-0241
Forrest, Dominique	Cary	North Carolina	919-586-8687
Amin, Chirag	Cary	North Carolina	919-999-8171
Walter, Barbara	Charlotte	North Carolina	980-785-0850
Barron-Mills, Amanda	Fayetteville	North Carolina	336-999-3411
Maurer, Virginia	Greensboro	North Carolina	336-422-6353
Clemens, Tammy	West Fargo	North Dakota	701-793-8892
Evans, Elizabeth	Grand Forks	North Dakota	609-784-3372
Carr, Deanna	Delaware	Ohio	516-513-2736
Grennay, Heather	Oakwood	Ohio	419-980-6783
Akinbi, Medinat	Cincinnati	Ohio	513-275-7397
Witte, Beth	Cincinnati	Ohio	513-831-2789
Nixon, Beth	Brunswick	Ohio	216-402-3275
Briner, Kevin	Maumee	Ohio	419-740-5840
Hutton, Billy	Dayton	Ohio	937-472-8326
Montgomery, Carol	Bellbrook	Ohio	937-848-2000
Williams, Christopher	Dayton	Ohio	937-369-6443
Cloud, Katherine	Canal Winchester	Ohio	614-829-3273
Nguyen, Phuong	Mentor	Ohio	425-445-9109
Zeneri, Michael	Massillon	Ohio	330-834-9884
Newkirk, Debra	Dayton	Ohio	937-312-9090
Hollingsworth-Derose, Laura	London	Ohio	380-201-8433
Carter, Desiree	Worthington	Ohio	614-749-4322
Puckett, Kerry	New Franklin	Ohio	330-310-4531
Bailey, Tracy	Maineville	Ohio	513-334-4434
Mcinerney, Renee	Dublin	Ohio	614-763-5455
Scott, Rieley	Cincinnati	Ohio	513-447-5225
Copeland, Cheryl	Westerville	Ohio	614-500-8747
Halstead, Russell	Wakeman	Ohio	567-351-6185
Hogan Jr., Ed	Lima	Ohio	567-712-2337
Dotzauer, Jen	Mount Orab	Ohio	513-612-0067
Lang, John	University Heights	Ohio	216-538-3069
Brooks, Judy	Maumee	Ohio	419-865-0998
Kiehnau, Karen	Medina	Ohio	330-441-6363
Kates, Rick	Liberty Twp	Ohio	513-779-0079
Norton, Douglas	Lima	Ohio	4199799175
Luke, Angela	Carroll	Ohio	614-202-1637

Disanti, Maria	Uniontown	Ohio	330-907-1491
Mull, Melody	Springboro	Ohio	513-425-9292
Smith, Nathan	Waterville	Ohio	567-318-2345
Lamar, Nicole	Delaware	Ohio	614-897-0395
Lopez, Paudy	Lewis Center	Ohio	614-600-5551
Jefferson, Richard	Euclid	Ohio	216-373-6602
Beheler, Samantha	Mount Vernon	Ohio	419-540-0095
Stratton, Sherry	Martins Ferry	Ohio	740-633-3933
George, Scott	Sunbury	Ohio	614-402-2363
Starcher, Brian	Hilliard	Ohio	614-551-4598
Vogelsong, Stephanie	Dublin	Ohio	614-792-9198
Husbands, Susan	Mansfield	Ohio	419-589-2427
Hebert, Helen	North Olmsted	Ohio	440-522-7060
Taylor, Andre	Shaker Heights	Ohio	216-810-5343
Todd, David	Grove City	Ohio	614-309-9600
Juneja, Heather	Mentor	Ohio	440-463-4903
Steward, Lori	Mansfield	Ohio	419-989-2525
Wlodarski, Starr	Perrysburg	Ohio	419-874-4222
Miller, Brian	Columbus	Ohio	614-799-1390
Hairston, Loni	Columbus	Ohio	614-263-0165
Smith, Aaron	Mcalester	Oklahoma	539-995-2789
Kim, Alex	Oklahoma City	Oklahoma	405-667-7901
Murphy, Marcie	Oklahoma City	Oklahoma	405-286-5566
Blank, Claudine	Chandler	Oklahoma	405-240-9616
Bruno, Carl	Claremore	Oklahoma	973-835-2005
Mclaren, Janet	Tulsa	Oklahoma	972-231-0066
Smith, Mary	Tulsa	Oklahoma	918-805-6990
Kautz, Rolanda	Norman	Oklahoma	405-404-7502
Jones, Roxie	Oklahoma City	Oklahoma	405-640-2157
De Jong, Rudy	Edmond	Oklahoma	405-340-1515
Burk, Diana	Newcastle	Oklahoma	405 778 5445
Lackey, Tammy	Oklahoma City	Oklahoma	405-437-0525
Shannon, Lisa	Tulsa	Oklahoma	918-720-5457
Kirby, Lynn	Edmond	Oklahoma	405-348-2272
Tricoche, Carol	Portland	Oregon	909-758-0926
Flatt, Cassandra	Condon	Oregon	541-384-2300
Johnson, Cheryl	Portland	Oregon	503-705-2698
Hussey, Debra	Corbett	Oregon	971-334-1872
Golden, Katie	Beavercreek	Oregon	971-347-4977
Flippo, Ida	Damascus	Oregon	503-658-7215
Moss, Jo-Ann	West Linn	Oregon	503-656-5005
Thune, Debra	La Pine	Oregon	541-800-0411
Nass, Kari	Tigard	Oregon	503-443-6860
Chapman, Leah	Eugene	Oregon	541-904-5412

Sanchez, Lori	Oregon City	Oregon	503-974-9333
Monkewicz, Christina	Lake Oswego	Oregon	503-333-3444
Rife, Teresa	Sunriver	Oregon	503-509-8241
Bozart, Rebecca	Ranier	Oregon	971-340-8660
Roe, Sarah	La Grande	Oregon	541-982-6282
Jeffrey, Laura	Portland	Oregon	503-773-0071
Mcgee, Anne	Portland	Oregon	503-481-7411
Morrill, William	Eugene	Oregon	541-510-7372
Mullen, Julie	Canby	Oregon	503-610-6899
Moore, Thomas A	Pittsburgh	Pennsylvania	412-447-0929
Murphy, Amy	Glenshaw	Pennsylvania	412-223-5340
Rummell, Anita	Johnstown	Pennsylvania	724-421-4223
Mcauliffe, Annette	Wyomissing	Pennsylvania	610-743-5449
Gardner, Desiree	Allentown	Pennsylvania	484-891-0860
Reeves, Barbara	Harrisburg	Pennsylvania	717-418-8637
Minnich, Debbie	Slatington	Pennsylvania	484-934-1350
Cobette, Leah	Bensalem	Pennsylvania	215-431-3153
Ting, Billy	Phila	Pennsylvania	267-808-8624
Daley, Charlene	Essington	Pennsylvania	610-909-4795
Baker, Leslie	Gettysburg	Pennsylvania	240-415-0978
Carney, Janellen	West Chester	Pennsylvania	610-399-5333
Sisson, Nancy	Sarver	Pennsylvania	724-230-4455
Dibiase, Carol	Shippensburg	Pennsylvania	717-477-0111
Sherrod, Cynthia	Meadville	Pennsylvania	814-332-0007
Kauffman, David	Havertown	Pennsylvania	610-228-4709
Lindsay, Julie	Newville	Pennsylvania	717-226-0845
Dudish, Dara	Red Lion	Pennsylvania	717-246-0393
Petrie, Diana	Carlisle	Pennsylvania	303-585-1490
Digiorno, Keith	Mcdonald	Pennsylvania	724-492-1888
Rogers, Elaine	Elverson	Pennsylvania	610-469-2241
Copus, Amy	Venetia	Pennsylvania	412-655-3418
Dalicandro, Gina	Greensburg	Pennsylvania	724-424-8222
Greenawalt Jr., Jack	Camp Hill	Pennsylvania	717-612-6601
Lane, Gregory	Harrisburg	Pennsylvania	717-234-2255
Fletcher, Heather	New Kensington	Pennsylvania	833-478-8785
Ekvall, Robert	Bernville	Pennsylvania	843-400-3059
Armstrong, Jane	Landisburg	Pennsylvania	717-789-9888
Rosa, Jen	Mckees Rocks	Pennsylvania	732-641-3500
Kara, Jessica	Laurys Station	Pennsylvania	484-273-2343
Ehret, Jeff	Mertztown	Pennsylvania	610-770-6030
King, Joann	Phoenixville	Pennsylvania	610-935-8956
Sugg, John	West Chester	Pennsylvania	610-622-1324
Sherwood, John	Hatboro	Pennsylvania	215-431-9008
Hostetler, Joseph	Mount Joy	Pennsylvania	717-293-7104

Polovoy, Joe	Jamison	Pennsylvania	215-491-2050
Bonetti Beutel, Kara	Freemansburg	Pennsylvania	845-280-0970
Sager, Judy	Sinking Spring	Pennsylvania	610-320-0233
Ashba, Kara	Lancaster	Pennsylvania	717-826-0670
Somers, Karen	Center Valley	Pennsylvania	610-349-1276
Meller, Karen	Macungie	Pennsylvania	610-421-6429
Luff, Kathleen	Perkasie	Pennsylvania	267-614-6209
Trolli, Kathy	Levittown	Pennsylvania	215-943-1392
Dorsey, Kimberly	Rural Valley	Pennsylvania	724-783-7834
Otsuka, Kinjiro	Feasterville-Treose	Pennsylvania	267-214-5460
Kaplan, Lawrence	West Chester	Pennsylvania	610-732-8254
Myers, Leslie	King Of Prussia	Pennsylvania	484-704-7081
Cantillo, Leslie	Langhorne	Pennsylvania	215-497-9572
Robb, Lisa Gillespie	Gibsonia	Pennsylvania	412-407-7165
Marrow, Lisha	Bensalem	Pennsylvania	267-568-2260
Roman, Lori	Norristown	Pennsylvania	610-908-9972
Altemara, Maria	North Charleroi	Pennsylvania	724-565-1667
Washburn, Mark	Whitehall	Pennsylvania	610-739-8480
Weber, Marvin	Yardley	Pennsylvania	215-369-2568
Paulat, Mary Anne	Tarentum	Pennsylvania	724-882-9934
Bogert, Nancy	Williamsport	Pennsylvania	570-323-0112
Kurland, Paul	Philadelphia	Pennsylvania	631-218-2789
Cuchran, Paula	Danielsville	Pennsylvania	610-428-1034
Faison, Rita	Hatboro	Pennsylvania	267-551-8300
Reynolds, John	Evans City	Pennsylvania	814-720-3955
Rathbun, Raeann	Columbia Cross Rds	Pennsylvania	570-250-2888
Barrow, Rickricia	Milford	Pennsylvania	570-832-3855
Pettit, Rusty	Clinton	Pennsylvania	412-770-6511
Bragg, Lisa	Northampton	Pennsylvania	610-730-3818
Conseal, Sheryl	Collegeville	Pennsylvania	610-287-2798
Delcarlino, Stephen	Jenkintown	Pennsylvania	610-368-0908
Mason, Glen	Beaver	Pennsylvania	724-728-5462
Vernon, Tom	Uniontown	Pennsylvania	724-984-3482
Tindale, Timothy	Harrisburg	Pennsylvania	347-654-5042
Irby, Johnna	Philadelphia	Pennsylvania	267-600-8131
Svolto-Patterson, Elizabeth	Middletown	Pennsylvania	717-215-5982
Soi, Virender	Murrysville	Pennsylvania	412-721-0320
Webb, Vernon	Phoenixville	Pennsylvania	484-240-3100
Willwerth, Lori	New Holland	Pennsylvania	717-682-5723
Konopka, Patrick	Harrison City	Pennsylvania	412-420-8569
Valiquette Jr, David	Woonsocket	Rhode Island	401-588-9449
Fuchs Jr., Don	Coventry	Rhode Island	401-397-5515
Farias, Natalia	Warwick	Rhode Island	401-219-4640
Power, Michael	Warren	Rhode Island	401-575-6976

Diener, Barbara	Lincoln	Rhode Island	770-740-9099
Love, Adrienne	Isle Of Palms	South Carolina	843-885-6964
Klein, Elaine	Mccormick	South Carolina	480-862-9644
Porterfield, Liza	Columbia	South Carolina	803-807-2424
Harrison, Sheila	Florence	South Carolina	843-409-9602
Smarr, Angela	York	South Carolina	803-203-1311
Gault, Antoinette	Florence	South Carolina	843-407-6099
Succo, Anthony	Myrtle Beach	South Carolina	843-294-1620
Mcclenan, Betty	Summerville	South Carolina	843-662-9529
Hoffman, Robert	Bluffton	South Carolina	843-705-5274
Cutrell, Brandi	Summerville	South Carolina	912-308-8311
Cheves, Philip	Charleston	South Carolina	843-202-2080
Baptista, Jennifer	Summerville	South Carolina	717-244-3741
Scott, Cheryl	Greenville	South Carolina	864-417-8234
Griggs, Danielle	Bluffton	South Carolina	843-310-0130
Culp, Debby	Little River	South Carolina	703-231-6825
Gilbertie, Debra	Myrtle Beach	South Carolina	203-952-6897
Mazzoni, Deidre	Clover	South Carolina	803-792-8992
Ravenel, Denise	Hollywood	South Carolina	843-889-1173
Kullenberg, Mike	Holly Hill	South Carolina	803-496-1223
Ramsay, Daniel	Blythewood	South Carolina	803-908-7766
Olsen, Edward	Greenville	South Carolina	864-887-6338
Reilly, Eugene	Mt. Pleasant	South Carolina	646-591-1395
Bogart, Michael	Summerville	South Carolina	843-695-0750
Graham, Michael	Myrtle Beach	South Carolina	843-732-2582
Morris, Holly	Lancaster	South Carolina	803-320-4641
Sebastiano, Georgia	Columbia	South Carolina	410-279-2268
Greene, Joan	Hilton Head Island	South Carolina	843-686-4226
Davidson, Julie	Mt Pleasant	South Carolina	843-971-6334
Thomas, Kay	Pendleton	South Carolina	704-451-2194
Miller, Kelly	Beaufort	South Carolina	843-470-5014
Libassi, Jeanne	Myrtle Beach	South Carolina	732-433-1554
Findlay, Linda	Simpsonville	South Carolina	864-404-6084
Brown, Joseph	Inman	South Carolina	864-473-1433
Simmons, Sherri	Charleston	South Carolina	276-202-3038
Miller, Michelle	West Columbia	South Carolina	803-500-5015
Scarborough, Melanie	Lexington	South Carolina	803-414-5973
Grundy, Monica	Summerville	South Carolina	843-900-5594
Raymond, Nancy	Ridgeland	South Carolina	508-769-1158
Edwards-Jackson, Helen	Clover	South Carolina	980-263-9063
Schmidt, Paul	Bluffton	South Carolina	843-405-2071
Bailey, Vernon	Myrtle Beach	South Carolina	843-492-6377
Valencia, Quincy	Myrtle Beach	South Carolina	605-524-5958
Jones, David	Irmo	South Carolina	803-740-1462

Giann Andrea, Joanne	Myrtle Beach	South Carolina	843-855-9384
Dean, Shanda	Seneca	South Carolina	720-253-7721
Wallace, Tanesha	Mount Pleasant	South Carolina	843-888-1002
Barrows, Daniel	Eastover	South Carolina	803-451-3200
Lovelady, David	Goose Creek	South Carolina	843-442-4936
Goodboy, Sue	Hilton Head Island	South Carolina	843-681-6171
Velazquez, Juan	Fort Mill	South Carolina	803-280-4727
Hill, Therin	Lugoff	South Carolina	803-265-8000
Plemons, James	Sumter	South Carolina	803-287-2835
Woodberry, Evan	Clover	South Carolina	803-393-3239
Hupka, Dennis	Mount Pleasant	South Carolina	843-800-0324
Taylor, Vincent	Duncan	South Carolina	864-387-7006
Herndon, Duane	Fountain Inn	South Carolina	864-274-7342
Vearrier, Skyler	Aberdeen	South Dakota	605-299-3085
Waufle, Noelle	Deadwood	South Dakota	307-274-4700
Warren, Lauren	Blountville	Tennessee	423-574-1577
Goodman, Alyssa	Nashville	Tennessee	615-418-2455
Vyas, Amita	Collierville	Tennessee	901-550-1522
Chen, Amy	Brentwood	Tennessee	615-961-6474
Maturino, Annie	Kingsport	Tennessee	423-239-7646
Dillon, William	Goodlettsville	Tennessee	615-855-0218
Haefele, Melissa	Gallatin	Tennessee	615-309-0114
Berry, Tricia	Allons	Tennessee	505-280-1906
Frank, Daniyel	Hendersonville	Tennessee	615-795-7679
Browne, Danita	Clarksville	Tennessee	267-206-0241
Kelly, William	Knoxville	Tennessee	865-246-7009
Cross, Deborah	Chattanooga	Tennessee	423-476-6300
Callis, Laura	Nashville	Tennessee	615-454-1067
Moore, Earl	Memphis	Tennessee	901-578-9747
Sterns, Jonathan	Franklin	Tennessee	615-870-1962
Vanderpool, James	Sevierville	Tennessee	865-446-4454
Voorheis, Jennifer	Winchester	Tennessee	931-636-6882
Follmann, Joan	Somerville	Tennessee	901-496-7832
Lough, Karri	Knoxville	Tennessee	423-521-0990
Kennedy, Kathy	Blountville	Tennessee	423-323-1344
Herman, Kimberlee	New Johnsonville	Tennessee	760-423-3514
Hubble, Kristen	Nashville	Tennessee	870-530-1230
Small, Kristin	Greeneville	Tennessee	423-525-7287
Curlee, Lane	Tullahoma	Tennessee	931-588-0678
Johnson, Laura	Goodlettsville	Tennessee	877-672-1511
Kusserow, Judy	Brentwood	Tennessee	602-793-6925
Wolfe, Lindsay	Lakeland	Tennessee	901-262-4086
Williams, Melodie	Knoxville	Tennessee	865-384-0135
Merritt, Donald	Loudon	Tennessee	315-673-9194

Stroud, Michael	Cleveland	Tennessee	423-472-7155
Yates, Michelle	Arlington	Tennessee	901-410-1444
Sanborn, Pamela	Franklin	Tennessee	931-505-2572
Henry, Rebecca	Maryville	Tennessee	865-266-9928
Houk, Sandra	Soddy Daisy	Tennessee	951-356-5048
Pulido, William	Collierville	Tennessee	901-522-5436
Silkeutsabay, Oudomsak	Murfreesboro	Tennessee	615-767-4262
Kumar, Sippy	Johnson City	Tennessee	423-930-8988
Donnelly, Susan	Spring Hill	Tennessee	919-218-4800
Coleman, Tamara	Franklin	Tennessee	615-988-1089
Ryan, Terri	Rutledge	Tennessee	865-393-4506
Waxler, Terri	Bartlett	Tennessee	901-867-6799
Bechtel, Tiffany	Franklin	Tennessee	615-614-3153
Coots, Randy	La Vergne	Tennessee	678-597-8201
Hollomon, Lori	Boerne	Texas	210-306-4242
Moore, Jodi	Grapevine	Texas	561-352-7535
Brunson, Toni	Frisco	Texas	214-308-9978
Funches-Thomas, Breyana	Houston	Texas	832-538-5288
Miller, Amy	Spring	Texas	281-616-5116
Androsky, Dawn	Southlake	Texas	202-320-3373
Durant, Tammy	Flower Mound	Texas	972-691-3711
Carter, Tracy	Fort Worth	Texas	682-283-1114
Kelso, Angela	Plano	Texas	214-433-6246
Almoney, Jeffrey	San Antonio	Texas	210-787-1151
Villamil, Alexander	Houston	Texas	337-625-6700
Simonson, Sheri	Farmers Branch	Texas	469-387-4939
Wells, Allie	Conroe	Texas	832-435-2961
Gardner, Linda	Burleson	Texas	817-720-9667
Ledak, George	Keller	Texas	817-337-9941
Jenkins, Amanda	San Antonio	Texas	281-467-6766
Richey, Angi	Crosby	Texas	713-999-8047
Schafer, Anna	Denton	Texas	214-883-5529
Rueda, Antonio	The Woodlands	Texas	832-220-8002
Van Zanden, Frank	Montgomery	Texas	512-815-3443
Ricks, Barbara	Brookeland	Texas	409-698-4439
Moreno, Cristabel	Austin	Texas	346-818-8389
Hanley, Mary	Buda	Texas	512-855-1596
Gillette, Otis	Spring	Texas	346-459-7570
Watson, Bill	Round Rock	Texas	512-366-5879
Fonteno, Susan	Houston	Texas	713-461-5757
Lutrick, Mark	Hurst	Texas	817-400-8020
Boyer, Donna	Houston	Texas	713-239-4650
Dennen, Brad	Houston	Texas	713-726-8152
Oliver, Brianna	Humble	Texas	281-369-6507

Dinesman, Tina	San Antonio	Texas	210-670-5305
Brown, Bryant	Friendswood	Texas	615-480-9590
Peterson, Kammie	San Antonio	Texas	210-640-7056
Busch, John	Lakeway	Texas	512-253-1300
Christman, Clinton	Tyler	Texas	903-312-1829
Sowder, Cheryl	Harper	Texas	830-864-4826
Feierabend, Carl	Kingwood	Texas	832-771-8100
Carlisle, Gerald	Cibilo	Texas	706-280-7442
Reed, Carrol	Mt Pleasant	Texas	903-204-6509
Lee, Charley	Mineola	Texas	903-483-2660
Advani, Chandra	Westlake	Texas	855-522-2229
Vogiatzis, Christine	Corpus Christi	Texas	361-462-6484
Clarke, David	Dallas	Texas	469-425-2753
Simpson, Cody	Fate	Texas	469-338-5490
Willis, Cody	Canton	Texas	903-368-3676
Mcilhaney, Lisa	Spring	Texas	936-232-9952
Regas-Laborde, Connie	Oak Leaf	Texas	469-820-4642
Osborne, James	New Braunfels	Texas	830-387-2930
Bailey, Sharlene	New Braunfels	Texas	830-481-8013
Nader, Steve	Cedar Park	Texas	512-365-4898
Cole, Audrey	Thornton	Texas	254-203-4348
Semaan, Cynthia	Katy	Texas	832-762-7000
Vaughn, Taneah	Pearland	Texas	832-930-4519
Ruelas, Daniel	San Benito	Texas	954-344-8060
Samford, Darcy	Pflugerville	Texas	512-202-3037
Frost, Darice	Tomball	Texas	832-381-6551
Villarreal, Debra	Pearland	Texas	832-603-1033
Mcgregor, Debra	Spring	Texas	832-447-1323
Kirsch, Denice	Lagrange	Texas	830-214-6818
Newberry, Christopher	Dallas	Texas	214-341-7999
Searcy, Denise	Flint	Texas	903-530-4547
Depasquale, Donald	New Braunfels	Texas	832-727-3592
Hayes, Mary	Grand Prairie	Texas	817-584-3202
Spears, Ilene	Houston	Texas	281-640-4515
Swanson, Dinez	Richmond	Texas	832-944-6981
Tauzy, David	Houston	Texas	713-491-4989
Green Sr, Christopher	Cypress	Texas	832-334-5748
Walley, Douglas	Temple	Texas	254-317-9795
Taylor, Diane	Desoto	Texas	945-240-0292
Berger, Irv	Sugar Land	Texas	281-240-4682
Seagren, Edel	Flower Mound	Texas	972-467-1508
Austin, Andy	Wichita Falls	Texas	940-733-2313
Garcia, Elena	Corpus Christi	Texas	361-232-6326
Henry, Liz	Austin	Texas	512-358-4748

Morgan, Elizabeth	El Lago	Texas	832-340-0184
Elmer, George	Fulshear	Texas	281-346-8735
Bailey, Emily	Lucas	Texas	972-249-5032
Perry, Eric	Cedar Hill	Texas	972-291-8142
Olivas, Alice	Spring	Texas	281-247-5160
Lalani, Karim	Cedar Park	Texas	972-505-8470
Mckay, Lauren	Savannah	Texas	469-367-6159
Fay, Peter	Brenham	Texas	979-836-4085
Clack, Stanley	Cedar Hill	Texas	214-597-8308
Mckee, Janett	Dallas	Texas	972-596-1601
Domacena, Frank	Round Rock	Texas	323-487-2835
Volling, Michael	Georgetown	Texas	512-819-6811
Kuykendall, Jj	Conroe	Texas	281-292-7022
Slater, Kelli	Richmond	Texas	832-392-5473
Scalzitti, Peter	Richmond	Texas	713-782-8300
Phifer, Gen	Friendswood	Texas	281-993-8909
Stauffacher, Gerald	Mineola	Texas	760-305-9300
Alvarez, Gerardo	Mission	Texas	956-519-4888
Chenault, Carolyn	Boerne	Texas	830-428-3024
Harrison, Gigi	Pflugerville	Texas	512-212-6646
Drobny, Guy	San Antonio	Texas	512-238-1990
Laverock, Alex	Richmond	Texas	832-451-9833
Sizemore, Judith	Krum	Texas	940-331-2354
Ortega, Lorrie	San Antonio	Texas	210-370-7721
Walker, Stacy	Frisco	Texas	469-535-3538
Killpack, Reese	Helotes	Texas	210-960-3865
Specht, Gregory	Cleburne	Texas	817-592-6050
Davis, Suzanne	Frisco	Texas	214-705-6121
Bottger, Hans Konrad	Houston	Texas	954-344-8060
Harrison, Heidi	Allen	Texas	214-256-4280
Adams, Lisa	San Antonio	Texas	210-516-1605
Barton, Adrian	Kingsland	Texas	325-388-8080
Franks, Sarah	Lewisville	Texas	972-395-4787
Lewis, Kumbia	Kingwood	Texas	832-862-0855
White, Melinda	Magnolia	Texas	281-809-4131
Richardson, Kelly	Cedar Park	Texas	512-701-2902
Carman, April	Odessa	Texas	432-231-8122
Burt, Linda	Beeville	Texas	361-542-6704
Sweet, Melanie	Benbrook	Texas	817-725-7471
Lofton, Sharolyn Denise	Dallas	Texas	817-398-8899
Garcia, Irma	Houston	Texas	832-423-7339
Weeks, Peter	La Marque	Texas	210-560-1325
Dennis, Matthew	Katy	Texas	281-231-8422
Bryant, Kutina	Missouri City	Texas	281-545-5004

Anderson, Jeanene	Cypress	Texas	337-210-3060
Cooley, Jack	Dallas	Texas	214-520-6900
Iovine, Patricia	Grapevine	Texas	817-488-7688
Harris, Jared	Texas City	Texas	409-996-3588
Dienst, Jeannine	Friendswood	Texas	281-935-7139
Franks, Jill	Jarrell	Texas	832-482-2544
Simper, Jillian	Mckinney	Texas	469-301-6869
Broughton, Joann	Lake Kiowa	Texas	713-906-7681
Nelson, John	Plano	Texas	210-845-9042
Hennigan, Jonathan	Humble	Texas	832-410-8402
Guerra, Michele	San Antonio	Texas	210-686-6068
Walters, Judy	Whitehouse	Texas	903-316-7890
Green, Julie	Kennedale	Texas	682-365-2680
Holmes, Karen	Athens	Texas	903-963-6777
Pong, Karen	Houston	Texas	713-853-7013
Ownby, Karyn	Aledo	Texas	817-454-5357
Nesbitt, Kathryn	Kerrville	Texas	830-308-8800
Biel, Katheryn	Wimberley	Texas	512-589-7006
Ratliff, Kelly	Rosharon	Texas	832-226-7379
Stokes, Kenneth	Garden Ridge	Texas	210-651-0920
Kerper, Debra	Frisco	Texas	951-202-2208
Harris, Kimberly	Sugar Land	Texas	832-532-3287
White, Kimberly	Livingston	Texas	936-239-8346
Curcio, Kippie	Galveston	Texas	281-384-2912
Daigle, Kelle	Humble	Texas	832-441-9998
Sanders, Kristopher	Baytown	Texas	281-838-8907
Burton, Lovoice	Houston	Texas	832-436-5061
Lampman, Gail	Saint Hedwig	Texas	210-564-7755
Harris, Steve	Lantana	Texas	940-489-4756
Horne, Laura	Livingston	Texas	281-815-5689
Boatman, Leita	San Angelo	Texas	325-234-4822
Bettis, Lesley	Mansfield	Texas	682-300-5468
Killgo, Leslie	Rhome	Texas	817-542-1330
Lhotsky, Paula	New Braunfels	Texas	702-465-1617
Strom, Diana	Seguin	Texas	830-272-8035
Russell, Charles	New Braunfels	Texas	830-624-5765
Briggs, Lloyd	Dallas	Texas	562-286-1313
Stilwell, Lois	San Marcos	Texas	512-769-9972
Hope, Walter	Bridge City	Texas	409-221-3326
Veatch, Lori	Friendswood	Texas	281-747-3030
Garrett, Lori	Denton	Texas	940-208-0462
Wagner, Paul	Austin	Texas	512-828-6373
Pinto, Marco Antonio	New Braunfels	Texas	954-344-8060
Maglothlin, Michael	Tomball	Texas	713-927-4285

Pease, Mandi	Boerne	Texas	361-449-0109
Brown, Malloy	Boerne	Texas	830-755-6400
Rodriguez, Maria	Palmhurst	Texas	956-789-9815
Richardson, Maria	El Paso	Texas	915-307-3570
Johnson, Mark	Livingston	Texas	936-433-6021
Heinly, Mary Ellen	Conroe	Texas	936-647-3141
Scanlan, Mary	Irving	Texas	469-669-1304
Cudd, Maryke	Spring	Texas	281-205-7290
Horner, Matthew	Fort Worth	Texas	817-308-0937
Culton, Maymarie	Humble	Texas	832-777-6939
Adams, Melissa	League City	Texas	346-366-3790
Lee, Melissa	Austin	Texas	916-261-4186
Ingle, Mellanie	Keller	Texas	714-585-2797
Meriel, Ann Claire	Sugar Land	Texas	281-818-0093
Ellison, Michelle	Odessa	Texas	806-790-9847
Thakkar, Mukti	Cedar Park	Texas	512-221-1935
Chin, Gene	Houston	Texas	832-377-6220
Verkilen, M. Anne-Lyse	Pasadena	Texas	713-730-3155
Healy, Kendra	Allen	Texas	945-227-7878
Luu, Quynh	Alvin	Texas	281-724-2422
Booker, Myra	Austin	Texas	510-601-8197
James, Nancy	Melissa	Texas	972-838-4494
Roman-De Leon, Nancy	Euleess	Texas	561-997-4580
Williamson, Natalie	Corpus Christi	Texas	303-482-2020
Mckinney, Terry S.	Magnolia	Texas	832-520-1795
Lampkin, Vanessa	Katy	Texas	281-805-1057
Gonzalez, Nora	Boerne	Texas	210-247-2227
Schmidt, Jr, Charles	Terrell	Texas	972-800-8268
Delorenzo, Karen	San Antonio	Texas	210-865-1831
Balady, Diane	Belton	Texas	254-831-3055
Bekisoglu, Oya	Seguin	Texas	954-309-8441
Herrin, Paige	Houston	Texas	713-553-5243
Stewart, Pam	Austin	Texas	512-218-1063
Beisty, Patricia	Katy	Texas	281-616-6939
Harrell, Patricia	Lakeway	Texas	512-988-9493
Markert, Patricia	Giddings	Texas	979-716-1747
Mcclelland, Patricia	San Antonio	Texas	210-776-4416
Schneider, Patricia	Houston	Texas	832-409-5492
Wisdom, Patty	New Caney	Texas	281-572-4386
Johnson, Paula	New Braunfels	Texas	830-837-3093
Powell, Peggy	San Antonio	Texas	210-896-0292
Labeledzki, Phil	Fort Worth	Texas	407-864-8973
Cintron, Linda	Horseshoe Bay	Texas	210-460-9066
Schneider, Brett	Coppell	Texas	214-396-5855

Pittman, Rachel	Lubbock	Texas	772-233-1959
Jacobsen, Rebecca	Little Elm	Texas	310-707-7584
Delgado, Ashley	Roanoke	Texas	817-310-9932
Harris, Sheree	Denton	Texas	972-232-2280
Malinowski, Rena	Tomball	Texas	713-553-1380
Munoz, Jacob	Pearland	Texas	346-207-7288
Barton, Rhonda	Abilene	Texas	325-320-7191
Clifford, Richard	North Richland Hills	Texas	817-217-9912
Schrock, Robert	Dickinson	Texas	209-620-6964
Shriftman, Cta, Mcc, Robin	The Woodlands	Texas	713-396-6665
Gallardo, Rose	Houston	Texas	281-841-6930
Lazenby, Roy	Tomball	Texas	281-516-7777
Griffin, Ruby	N Richland Hills	Texas	817-576-2497
Valdez, Ryan	Lubbock	Texas	806-407-8653
Flowers, Sabrina	Cedar Hill	Texas	469-523-1427
Sage, John	New Braunfels	Texas	832-582-8426
Cole, Sandra	Irving	Texas	972-903-1227
White, Sandy	Huffman	Texas	832-305-7825
Christiansen, Sandy	Mckinney	Texas	214-649-6025
Prathi, Sriramya	Frisco	Texas	469-384-7874
Bowerfind, Tracey	Trophy Club	Texas	817-490-0351
Rudy, Michael	Conroe	Texas	281-836-2345
Sims, Tacor	Sugar Land	Texas	346-391-7358
Conrad, Deborah	Stafford	Texas	281-969-7719
Hall, Sarah	New Braunfels	Texas	830-312-1802
Hicks-Sneed, Shannon	Duncanville	Texas	469-994-8651
Brown, Shadrick	Arlington	Texas	682-308-0926
Park, Shanon	Plano	Texas	469-718-9008
Bunting, Shawna	Aubrey	Texas	918-855-9783
Lee, Sheila	League City	Texas	832-580-3776
Tevebaugh, Sheryl	San Antonio	Texas	303-704-8028
Pernell, Deirdre	Frisco	Texas	972-900-3490
Austin, Kelley	Navasota	Texas	936-825-7001
Kraml, Deborah	Lewisville	Texas	469-702-0027
Davila, Jeannell	San Antonio	Texas	210-729-0304
Zora, Kate	Spring	Texas	512-740-1339
Choy, Stephanie	El Paso	Texas	915-505-9323
Klein, Stephanie Nicole	Keller	Texas	817-345-4822
Streufert, Kevin	Flower Mound	Texas	720-773-8576
Villegas, David	Flower Mound	Texas	866-335-8930
Van Speybroeck, Susanne	Ft Worth	Texas	817-928-4930
Schmitt, Susan	Houston	Texas	281-855-2600
Pena, Suzanne	Mission	Texas	956-778-1960
Clare, April	Montgomery	Texas	936-213-0069

Fisher, Lacey	Mckinney	Texas	972-478-0130
Cleveland, Tanya	Austin	Texas	803-710-2771
Schoonover, Terri	La Marque	Texas	817-360-3352
Oliver, Terri	Fulshear	Texas	281-533-4101
Kesterson, Terry	Trophy Club	Texas	214-897-5531
Gauthier, Joshua	Texarkana	Texas	430-775-3535
Bowler, Cookie	Fairview	Texas	972-618-0493
De Souza, Sonia	Frisco	Texas	469-588-0283
Gruben, Theresa	Frisco	Texas	469-888-4601
Whitmer, Tim	Allen	Texas	972-832-7649
Decker, Tina	Mckinney	Texas	469-905-0501
Dillard, Tonya	Mansfield	Texas	972-872-8710
Hahne, Jack	Bulverde	Texas	830-344-5683
Goodstein, Heather	Richardson	Texas	469-231-2342
Lewis, Rena	Colleyville	Texas	817-601-5490
Williams, Rodney	Mckinney	Texas	972-301-2750
Rivera, Migchael	Heath	Texas	469-210-7784
Bracken, Carol	Plano	Texas	214-929-7076
Barron, Pamela	San Antonio	Texas	210-865-9299
White, Latonya	Humble	Texas	832-268-2018
Braley, Jenifer	Longview	Texas	903-424-9700
Rowinsky, Brenda	Crystal City	Texas	830-570-2701
Rodriguez, Ernesto	Mcallen	Texas	956-630-9787
Eakman, Marlene	Houston	Texas	832-266-1225
Norris, Melissa	Cedar Park	Texas	512-494-5470
Kimbell, Gaylen	Austin	Texas	512-920-9804
Sewell, Julie	Spring	Texas	469-588-8830
Medina Ramirez, Veronica	Devine	Texas	210-729-9995
Rosentraub, Vicki	San Marcos	Texas	469-399-7449
Harris, Vinette	Cypress	Texas	281-256-8778
Singleton, Rico	Little Elm	Texas	214-614-8170
Lixey, Holly	Richmond	Texas	832-506-3003
Doyle, Michael	San Antonio	Texas	210-350-7371
Nichols, Cathleen	Aubrey	Texas	214-210-9966
Wood, Debra	Dallas	Texas	214-358-0888
Osler, Tyrrell	Killeen	Texas	254-345-2866
Harmon, Shane	Melissa	Texas	469-922-8365
Bauer, Joseph	Fort Worth	Texas	817-239-8931
Edge, Joshua	League City	Texas	281-967-8894
Patel, Sandy	San Antonio	Texas	323-413-7821
Neeley, Amy	Salt Lake City	Utah	801-290-1074
Hammer, Scott	Orem	Utah	801-882-6790
Robison, Leah	West Jordan	Utah	801-989-8254
Wardrop, Brett	Bountiful	Utah	385-259-2909

Hamilton, Charles	Riverton	Utah	801-615-2957
Reid, Debra	Woodland Hills	Utah	385-292-2818
Law, Rebekah	Draper	Utah	404-865-1266
Robinson, Gary	Murray	Utah	801-317-2974
Stevens, Dawn	Salt Lake City	Utah	801-505-9242
Hoopes, Tonya	Midway	Utah	801-997-5904
Tejeda, Brianda	Benjamin	Utah	801-217-9955
Tavano, Karen	Cedar City	Utah	760-208-8142
Goings, Kirk	Salt Lake City	Utah	929-560-4011
Mccourt-Nussman, Leslie	South Jordan	Utah	385-498-4485
Anderson, Michael	Sandy	Utah	801-664-9935
Trent, Thomas	St George	Utah	720-572-8214
Leota, Raquel	Tooele	Utah	385-278-4737
Vanbrocklin, Stacy	Kaysville	Utah	801-529-0487
Bolton, Toni	Roosevelt	Utah	435-655-1008
Vincent, Wendi	Layton	Utah	801-549-7322
Clemmer, Gordon	St. George	Utah	435-238-7511
Gallien, Nicole	West Jordan	Utah	503-720-6770
Whittaker, Scott	Saint George	Utah	801-282-3025
Stefanik, Leslie	Fairfax	Virginia	703-688-2724
Brown, Christopher	Mechanicsville	Virginia	804-789-1672
Mayfield, Akida	Chester	Virginia	804-322-9706
Bender, Alan	Centreville	Virginia	703-968-0235
Balmaz, Amy	King George	Virginia	540-220-5318
Ploompuu, Andres	Leesburg	Virginia	571-319-7339
Hall, Anne	Chesapeake	Virginia	757-447-2988
Tirumala, Prasad	Aldie	Virginia	571-639-8282
Freeman, Barbara	Haymarket	Virginia	703-268-8959
Mohring, Linda	Mechanicsville	Virginia	804-569-2677
Bennett, Karen	Dulles	Virginia	703-722-0736
Brown, William	Virginia Beach	Virginia	757-707-1233
Shifflett, Candice	Shenandoah	Virginia	540-246-3766
Huotte, Cheryl	Chesapeake	Virginia	757-323-8201
Tsimi, Boniface	Manassas	Virginia	571-210-4940
Hanna, Nader	Gainesville	Virginia	703-398-2242
Magalong, Sylvia	Annandale	Virginia	703-598-6297
Kuhn, Kimberly	Abingdon	Virginia	276-676-0399
Thomas, Gloria	N Chesterfield	Virginia	804-716-0830
King-Sandidge, Debra	Sterling	Virginia	202-795-3300
Dial, Mike	Virginia Beach	Virginia	757-453-4246
Reed-Gray, Linda	Woodbridge	Virginia	703-220-1873
Bousquet, Donna	Williamsburg	Virginia	757-880-0877
Broughman, Robert	Roanoke	Virginia	540-312-7573
Kossler, Daniel	Colonial Beach	Virginia	540-993-3752

Nguyen, Khang	Aldie	Virginia	703-629-5299
Mckinney, Patrick	Roanoke	Virginia	540-529-8174
Dugan, Sandra	Bristow	Virginia	571-445-5650
Pinto, Robert	Lynchburg	Virginia	434-373-7744
Roberts, Sharon	Springfield	Virginia	7037682301
Brown, Chandra	Williamsburg	Virginia	434-305-6449
Farrar, Herbert	Glen Allen	Virginia	804-885-3558
Avila, Jeanne	Williamsburg	Virginia	571-623-1669
Toth, Heather	Fairfax	Virginia	402-301-9946
Houseman, Ian	Cross Junction	Virginia	571-465-7864
Sullenberger, Christine	Virginia Beach	Virginia	757-932-7800
Finley, Edgar	Herndon	Virginia	571-267-2255
Mayes, Jane	Remington	Virginia	540-229-1720
Sawh, John	Stafford	Virginia	540-288-1999
Suthar, Judith	Fairfax Station	Virginia	571-458-7200
Swanson, Kathryn	Wise	Virginia	276-870-4637
Weber, Leslie	Stafford	Virginia	571-314-4048
Cooper, Lisa	Remington	Virginia	540-422-5273
Guilbault, Michelle	Sterling	Virginia	703-622-8436
Klein, Lori	Ashburn	Virginia	703-932-8076
Boothe, L.J.	Bristol	Virginia	423-523-9870
Dalton, Jamilah	Manassas	Virginia	703-348-8177
Buttenshaw, Mandy	Arlington	Virginia	703-659-9028
Cantwell, Merci	Ashburn	Virginia	703-726-9455
Dey Hill, Patrick	Woodbridge	Virginia	571-621-3812
Felton, Maurica	Chester	Virginia	804-504-5542
Rivkin, Michael	Manassas	Virginia	703-323-0568
Minnick, Monique	Goode	Virginia	540-650-5334
Sicheri, Michael	Alexandria	Virginia	571-366-8523
Tate, Merenda	Mclean	Virginia	703-651-2547
Myers, Ladonna	Woodbridge	Virginia	402-699-9835
Morio, Dan	Springfield	Virginia	540-479-8317
Sedia, Betty	Louisa	Virginia	804-323-7545
Edwards, Pamela	Smithfield	Virginia	757-255-4886
Adedze, Pascasie	Annandale	Virginia	703-559-3626
Rosen, Heather	Vienna	Virginia	703-982-6331
Himmelberger, Peter	Lake Frederick	Virginia	703-496-4125
Harvey, Michelle	Arlington	Virginia	703-663-0694
Strecker, Rebecca	Fairfield	Virginia	540-348-3062
Washington, Tracy	Woodbridge	Virginia	703-590-2290
Claud, Renita	Chesapeake	Virginia	757-472-5076
Reinhardt, Rhonda	Louisa	Virginia	954-249-0441
Sullivan, Robin	Mechanicsville	Virginia	804-244-1228
Cole, Roxanne	Centreville	Virginia	703-919-4049

Miranda, Sandra	Alexandria	Virginia	703-820-9038
Brown, Joshua	Chesapeake	Virginia	757-816-1524
Vannatta, Stefanie	Herndon	Virginia	703-485-1488
Mays, Stephanie	Stafford	Virginia	703-987-5201
Gdovic, Christine	Williamsburg	Virginia	757-936-1235
Harsell, Susan	Basye	Virginia	571-332-9330
Kincanon, Susan	Wirtz	Virginia	540-707-9119
Palenik, Susan	Falls Church	Virginia	732-259-1654
Pratt, Carol	Mineral	Virginia	703-719-2802
Blackmore, Dennis	Virginia Beach	Virginia	7573434949
Anderson, Bertina	Fairfax	Virginia	703-278-8281
Ball, Michael	Reston	Virginia	703-828-8687
Daud, Syed	Woodbridge	Virginia	571-589-5240
Hingoro, Umbereen	McLean	Virginia	703-448-7500
Foutz, Dennis	Alexandria	Virginia	619-886-5271
Adams, Sandra	Springfield	Virginia	571-297-7676
Mittra, Anoop	Herndon	Virginia	703-561-0404
Conken, Karen	Suffolk	Virginia	757-657-9027
Waxelbaum, Steven	Henrico	Virginia	804-944-4818
Muppala, Anoop	Chantilly	Virginia	571-408-8274
Forrest, Verona	Fairfax	Virginia	703-278-0479
Johnson, Yolanda	Suffolk	Virginia	757-394-1153
Fisne, Pamela	Centreville	Virginia	571-430-3750
Craven, Rebecca	Spokane Valley	Washington	509-598-8585
Muncan, Igor	Port Orchard	Washington	360-599-0768
Legaspina, Annabelle	Federal Way	Washington	253-335-3798
Kurtz, Bern	Bonney Lake	Washington	425-888-1158
Kelly, Betty	Vancouver	Washington	360-787-0933
Notte, Beverly	Issaquah	Washington	650-787-3845
Hutton, Paul	Spokane	Washington	425-427-2583
Bennett, Brian	Seattle	Washington	206-565-8885
Cervantes-Patel, Lilia	Lake Stevens	Washington	425-512-8140
Yost, Shawna	Snohomish	Washington	425-595-3320
Kling, Cynthia	Snohomish	Washington	425-224-4564
Paulson, Dale	Lynnwood	Washington	425-582-2419
Mcmurrin, David	Lake Tapps	Washington	253-862-4257
Hudson, Deborah	Chewelah	Washington	928-733-8491
Demarco, Esperanza	Gig Harbor	Washington	253-649-4292
Sandlin, Marlon	Puyallup	Washington	253-466-3665
Hoover, James	Everett	Washington	425-279-8058
Hardy, Jennifer	Kent	Washington	253-852-4452
Martindale, Juanita	Edmonds	Washington	206-909-2974
Scanlan, Kathy	Renton	Washington	206-489-4927
Breining, Michelle	Spokane	Washington	253-576-8965

Wright, Leslie	Covington	Washington	360-453-7771
Justice, Lisa	Yelm	Washington	253-988-6622
Nelson, Lori	Woodland	Washington	360-209-0090
Dempster, Nicole	Duvall	Washington	425-287-5860
Mcdonald, Michelle	Longview	Washington	360-560-6425
Chaszar, Mosely	Covington	Washington	425-305-4205
Mallicoat, Nona	La Center	Washington	360-836-4221
Staley, Pamela	Kennewick	Washington	509-521-4023
Harshe, Prachi	Issaquah	Washington	425-818-1918
Yan, Rae	Sequim	Washington	425-999-9744
Lowry, Rosslynn	Bremerton	Washington	971-867-3425
Lai, Ivan	Bellevue	Washington	626-380-9328
Rhodes, Sharla	Walla Walla	Washington	509-525-8446
Harefa, Spica Mae	Renton	Washington	206-620-4307
Reynolds, Kim	Port Angeles	Washington	360-504-3574
Kinoshita, Sandra	Olympia	Washington	253-324-0509
Peck, Sarah	Martinsburg	West Virginia	703-969-6138
Conley, Christina Lynn	Walton	West Virginia	304-377-7985
Acord, Joseph	Kenova	West Virginia	304-908-1095
Thompson, Janet	Buckhannon	West Virginia	304-460-0326
Kay, Tracy Lisa	Charles Town	West Virginia	703-662-5844
Lanham, Shannon	Martinsburg	West Virginia	304-839-3633
Allen, Tirzah	Reedsville	West Virginia	304-980-2552
Jones, Shannon	Milwaukee	Wisconsin	414-600-9178
Murphy, Tanya	Franklin	Wisconsin	414-306-6442
Rodriguez, Carlos	Mequon	Wisconsin	414-600-9795
Howard, Cheryl	Mukwonago	Wisconsin	224-828-0045
Andrews, Janelle	Waukesha	Wisconsin	414-418-8803
Kimpel, Dawn	Brookfield	Wisconsin	262-230-2302
Winkowski, John	Franklin	Wisconsin	414-858-9065
Johnson, Janet	Conover	Wisconsin	715-547-6772
O'Brien, Jeri	Franklin	Wisconsin	262-822-5210
Koppa, Lue Ann M	New Berlin	Wisconsin	262-786-6334
Jacob, Michael	Kenosha	Wisconsin	262-764-1651
Weber, Nicole	Green Bay	Wisconsin	920-737-8579
Tyler, Pammy	Chippewa Falls	Wisconsin	715-579-8237
Soto-Tocuyo, Dalilah	Pewaukee	Wisconsin	262-415-5377
Roberts, Dana	Burlington	Wisconsin	262-206-6758
Berg, Richard	Green Bay	Wisconsin	920-660-4928
Kanter, Jennifer	Racine	Wisconsin	262-344-0697
Linsmeier, Sara	Brookfield	Wisconsin	262-701-7109
Pyrchalla, Shawanna	Owen	Wisconsin	715-229-0169
Budahn, Matthew	Green Bay	Wisconsin	920-888-8810
Unferth, Beverly	Kewaskum	Wisconsin	262-923-8441

Dillenburg, Tyler	Shawano	Wisconsin	715-851-3789
Hong, Antoinette	Jackson	Wyoming	312-379-5610
Finch, Robyn	Sundance	Wyoming	307-290-2640

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 2022; who had franchises terminated, not renewed or reacquired by us in 2022; who otherwise voluntarily or involuntarily ceased operating under their Franchise Agreements in 2022; 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 2022.

Transferred Franchises

Primary Contact	City	State	Work Phone
Green, Lena	Rochester	Indiana	574-847-7179
Ford, Paula	Georgetown	South Carolina	843-436-0238
Richardson, Leslie	Missouri City	Texas	713-491-4989

Terminated Franchises

Primary Contact	City	State	Work Phone
Pettus, Jacquelyn	Madison	Alabama	256-808-9616
Holton, Pam	Birmingham	Alabama	205-995-1924
Talley, Kimberly	Phoenix	Arizona	602-806-6114
Crowder-Williams, Heather	Goodyear	Arizona	623-277-0332
Welshinger, Sandra	Lake Havasu City	Arizona	928-864-5857
Oconnor, Dee	Goodyear	Arizona	623-255-1208
Lee, Roshell	Phoenix	Arizona	602-390-9470
Prince, Don	Scottsdale	Arizona	480-999-0195
Graff, Jeffrey	Lake Havasu City	Arizona	928-733-7531
Black, Stacey	Goodyear	Arizona	602-626-8393
Noradoukian, Moussit	Sun City	Arizona	623-440-6060
Jeung, Pamela	San Francisco	California	415-877-1919
Darezzo, Aprilanne	Santa Clarita	California	661-220-1488
Elessa, Maimouna	Laguna Niguel	California	949-370-0690
Patel, Pramila	Bakersfield	California	661-201-0894
Venugopal, Chris Ann	Clovis	California	559-203-5943
Campbell, Elise	Yucaipa	California	909-747-9236
Rafferty, Patrick	Los Angeles	California	954-344-8060
Thomas, Ryan	Granada Hills	California	310-526-0173
Kiefner, Monique	Santee	California	619-823-1130
Digiacomio, Mike	Fresno	California	559-365-4931
Watrous, Keith	Simi Valley	California	805-915-9117

Wilson, Cindy	Chula Vista	California	619-988-0956
Penhos, Samuel	San Diego	California	858-926-1701
Warschaw, Helayne	Oxnard	California	480-417-3388
Miller, Gary	Los Osos	California	805-752-1089
Anderson, Brian	Fort Collins	Colorado	970-818-3312
Burns Rettke, Samantha	Pueblo West	Colorado	719-289-7692
Odasz, Alan	Castle Rock	Colorado	720-751-2318
Speers, Jeremy	Colorado Springs	Colorado	719-354-4686
Benavides, Diane	Colorado Springs	Colorado	719-374-5999
Mckinney, Terry	Colorado Springs	Colorado	832-520-1795
Olson, Christi	Timnath	Colorado	954-344-8060
Woodruff, Natalie	Pagosa Springs	Colorado	970-903-9144
Weadick, Roberta	Centennial	Colorado	303-770-4101
Tucker, Heidi	Aurora	Colorado	303-323-8565
Litchford, Cary	Lakewood	Colorado	510-227-5514
Thompson, Carl	Englewood	Colorado	303-642-5393
Angil, Renee	Milton	Delaware	302-522-3080
Chavanne, Roseann	Middletown	Delaware	302-449-6140
Santos, Felipe	Longwood	Florida	954-344-8060
Hernandez, Ricardo	Miami	Florida	305-388-3498
Mcelroy, Bret	Clermont	Florida	352-243-1206
Vazul, Steve	Ocklawaha	Florida	352-445-7847
Narcisse, Sandra	North Miami	Florida	786-802-7535
Pernas, Erika	Miami	Florida	305-301-4045
Tinsley, Brian	Malabar	Florida	541-227-5998
Bleiweiss, Harriet	Cooper City	Florida	954-698-4242
Rodriguez, Kelly	St Petersburg	Florida	954-854-6082
Bruciak, Michael	Ft. Lauderdale	Florida	954-527-3851
Bouchard, Kim	Sarasota	Florida	941-706-3498
Saracco, John	Hollywood	Florida	754-201-1529
Peterson, Diane	Celebration	Florida	321-333-5266
Benitez, Benjamin	Fort Myers	Florida	239-245-7947
Patel, Jay	Lehigh Acres	Florida	239-491-0069
Williams, Clement	Orlando	Florida	954-344-8060
Langevin, Chandler	Titusville	Florida	321-989-5739
Cavell, Leslie	St Augustine	Florida	904-436-5406
Koelemeyer, Neil	Ft Myers	Florida	239-244-8870
Garthwait, Stanley	Spring Hill	Florida	407-755-7479
Gibbs, Mylene	Coral Springs	Florida	954-839-8708
Stuart, Rob	St Petersburg	Florida	727-846-0077
Mellin, Dave	BONITA SPRINGS	Florida	239-949-8144

Sereikis, Lori	Spring Hill	Florida	352-701-0085
Zimmerman, Karen	Palm Coast	Florida	386-585-4116
Bello, Tony	Coral Springs	Florida	954-344-8060
Ulloa, Mark-Anthony	Miami	Florida	954-344-8060
Aponte, Ada	Belleair Beach	Florida	727-596-5841
Viveros, David	Miami	Florida	305-434-8248
Schussel, Linda	Boynton Beach	Florida	516-637-3496
O'Connell, Richard	Melbourne	Florida	321-323-9369
Fuentes, Hector	Miami	Florida	786-200-6807
Loucas, Sean	Dunedin	Florida	727-202-9095
Baker, Robert	Umatilla	Florida	352-771-2555
Machin, Jaequeline	Land O'Lakes	Florida	813-528-2315
Galassini, Mike	Ellenton	Florida	732-267-1350
Ventriere, Marlene	Pembroke Pines	Florida	754-367-4163
Zamora, Alexandra	Wesley Chapel	Florida	954-288-6169
Berger, Lynn	Boynton Beach	Florida	954-608-1838
Bellingrath, Christian	Wimauma	Florida	813-992-0502
Ruiz, Elisa	San Antonio	Florida	813-773-6633
Deemer, Dora	The Villages	Florida	610-349-4716
Barrella, Michael	Boynton Beach	Florida	901-833-0747
Robinson, Joann	Orlando	Florida	954-344-8060
Gray, Benjamin	Fort Lauderdale	Florida	954-378-0006
Sykes, Gregory	Tamarac	Florida	954-300-4661
Velazquez, Alejandro	Cape Coral	Florida	239-283-5355
Torres, Oscar	Tavares	Florida	352-609-5983
Wentworth, Daniel	Port Orange	Florida	386-872-7259
Gaar, Jennifer	Alpharetta	Georgia	678-456-5065
Levine, Teresa	Atlanta	Georgia	404-664-4277
Orr, Christopher	Kennesaw	Georgia	770-575-8440
Lawson, Charles	Sharpsburg	Georgia	678-416-7136
Martin, Jennifer	Lawrenceville	Georgia	770-910-7168
Lunceford, Kathy	Blue Ridge	Georgia	770-650-7667
Lambuth, Doug	Boise	Idaho	208-841-1641
Adorno, F.	Elmhurst	Illinois	630-296-7447
Logan, Jeanette	Bolingbrook	Illinois	224-704-9713
Ford, Debra	Waterloo	Illinois	630-670-3324
Mcperson, Sheila	Wheaton	Illinois	630-233-9553
Patel, Kajal	Huntley	Illinois	847-379-1229
Tohme, Cassie	Oak Park	Illinois	708-927-9995
Tuite, Ron	North Aurora	Illinois	630-991-7790
Rice, Marcia	St John	Indiana	219-440-8122

Sparks, Mary Ellen	Indianapolis	Indiana	317-965-6991
Coopersmith, Karin	Bloomington	Indiana	812-340-9777
Wilson, Cynthia	El Dorado	Kansas	316-350-8183
Chrisler, Reba	Wichita	Kansas	316-729-7373
Cox, Becky	Lexington	Kentucky	859-825-8831
Potts, Pauline	Elizabethtown	Kentucky	443-618-3589
Gore, Gregory	Cave City	Kentucky	270-773-7447
Bomer, Wilbert	New Orleans	Louisiana	504-309-1047
Farley, Jackson	Hanover	Maryland	410-799-0895
Jean-Pharynx, Nathalie	Accokeek	Maryland	301-277-4365
Vredenburg, Marivic	Aberdeen Proving Ground	Maryland	443-707-2150
Smith, Tina	Frederick	Maryland	240-490-8360
Liston, Kevin	Sturbridge	Massachusetts	774-276-0061
Mcdonough, William	Milton	Massachusetts	617-322-1571
Casterline, Maureene	Wellesley Hills	Massachusetts	617-669-9902
Layte, John	Auburn	Massachusetts	508-832-2740
Rokas, Susan	Chelmsford	Massachusetts	978-455-4642
Larosa Sheehan, Cathy	Winthrop	Massachusetts	617-207-5512
Dean, Lisa Rae	Grand Rapids	Michigan	586-201-5181
Kashyap, Surendra	Harrison Township	Michigan	313-209-5555
Arias Servin, Maria	Eden Prarie	Minnesota	612-568-2105
Hanover, Chandler	Rogers	Minnesota	954-344-8060
Vernon, Scott	Clinton	Mississippi	601-497-9990
Allen, Lance	Madison	Mississippi	601-212-5703
Pavlin, Ruscell	Springfield	Missouri	417-861-9211
Ragan, Jill	Saint Peters	Missouri	636-294-3553
Muatan, Rashed	Florissant	Missouri	954-344-8060
Glover, Freeman	Cape Girardeau	Missouri	573-579-5268
Darst, Pam	Eagle Rock	Missouri	417-271-1308
Folden, Janine	Ozark	Missouri	417-551-4562
Hill, Jacob	Omaha	Nebraska	531-466-1117
Burdell, Jim	Las Vegas	Nevada	858-663-6135
Liliedahl, Michelle	Manchester	New Hampshire	802-881-3931
Abdelaziz, Radwan	Wayne	New Jersey	973-626-5101
Mcinerney, Brian	Port Monmouth	New Jersey	914-433-2459
Rodriguez, Pedro	Iselin	New Jersey	201-693-7068
Merse, Amy	Chatham	New Jersey	973-701-0871
Adams, Randolph	Brick	New Jersey	732-475-7650
O'Brien, Mary Rose	Old Bridge	New Jersey	732-595-8747
Budhai, Yesenia	Newfoundland	New Jersey	973-841-8033
Pustizzi, Kellie	Landisville	New Jersey	856-213-5591

Porter, Irina	Staten island	New York	212-738-9653
Antonio, Joseph	Springville	New York	716-864-8730
Salem, Saleh	Brooklyn	New York	646-921-1980
Powell, John	New York	New York	212-858-0515
Reimondo, Nicholas	Staten island	New York	929-529-6363
Sumpter, Sharon	Brooklyn	New York	929-509-9917
Vezina, Robert	Clarence	New York	954-344-8060
Guitard, Mary	Bronx	New York	718-709-7926
Halley, Jayne	Flushing	New York	718-888-2949
Collins, Charline	Elmhurst	New York	929-302-1504
Cleveland, Barbara	Locust	North Carolina	704-765-6750
Hunter, Angela	Mount Holly	North Carolina	704-929-9668
Shannon, Amy	King	North Carolina	336-441-2204
Chauvigne, Jeremiah	Charlotte	North Carolina	704-948-6969
Sperow, Lisa	Charlotte	North Carolina	704-579-5765
Greben, Adrienne	Concord	Ohio	440-639-2474
Mobley, Kyia	Columbus	Ohio	614-971-1020
Hall, Larene	Coshocton	Ohio	740-575-4388
Boyce, Czarina	Portland	Oregon	971-713-3186
Wetz, Jennifer	Albany	Oregon	954-344-8060
Franc-Fancsali, Terri	Evans City	Pennsylvania	724-201-6161
Straker, Paul	West Mifflin	Pennsylvania	412-953-0403
Wasilewski, Elaine	Lancaster	Pennsylvania	717-449-0217
Gehris, Breanna	Riverside	Rhode Island	401-573-0701
Brunell, David	Warwick	Rhode Island	401-352-0595
O'Donnell, Kevin	Myrtle Beach	South Carolina	814-486-2438
Parsons, Jeffrey	Lebanon	Tennessee	954-344-8060
Roach, Stephen	Atoka	Tennessee	901-504-0399
Stewart, Ryan	Weatherford	Texas	817-458-0175
Liou, Iva	Texas City	Texas	864-245-6612
Dawson, Heidi	Waco	Texas	254-523-9920
Nunez, Coy	Vidor	Texas	409-498-4070
Gligoric, Jennifer	Galveston	Texas	409-539-3330
Zwerner, Jay	Carrollton	Texas	214-483-9930
Nipp, Andrea	Whitehouse	Texas	903-202-7220
Page, Tracy	Lubbock	Texas	469-888-8222
Nugent, Chantelle	Fulshear	Texas	713-494-2555
Najzrova, Hana	prosper	Texas	312-532-1729
Anderson, Craig	Hutto	Texas	512-846-4007
Hale, Dylan	Weatherford	Texas	954-344-8060
Donaldson, Marcia	Cross Roads	Texas	972-370-6361

Mummy, Nancy	Celina	Texas	972-540-2466
Hayes, Natalie	Orange	Texas	954-344-8060
Guttman, Esther	Dallas	Texas	214-200-3017
Olivares, Jorge	Midland	Texas	432-235-4232
Gupta, Ashish	Garland	Texas	469-416-6666
Jones, Shannon	Austin	Texas	737-881-0002
Jenkins, Jason	Gilmer	Texas	903-259-3600
Flores, Andres	La Vernia	Texas	210-907-1014
O'Neal-Mellen, Patricia	New Braunfels	Texas	210-380-9515
Barfield, Robin	Jarrell	Texas	512-496-7956
Huston, Jeff	Sugarland	Texas	832-944-6811
Williams, Robert	Lufkin	Texas	936-233-0309
Cottle, Danny	Benbrook	Texas	817-249-2726
Hustad, Maria Mercedes	Bee Cave	Texas	512-501-3692
Rosado-Galindo, Thelma	Lavon	Texas	469-356-1191
Crosslin, Cheryl	North Richland Hills	Texas	817-663-7006
Patel, Sanjivkumar	Beaumont	Texas	409-828-2833
Kershaw, Lana	Draper	Utah	801-948-4716
Schanz, Carly	Salt Lake City	Utah	801-784-3384
Sargent, Mary Ann	Ogden	Utah	801-430-8843
Pearson, Vickie	Riverton	Utah	801-614-7599
Sherman, Donna	Berlin	Vermont	813-643-2543
Osborne, Michelle J.	Lynchburg	Virginia	434-582-1252
Harris, Jason	Virginia Beach	Virginia	757-724-7111
Hill, Thomas	Newport	Virginia	540-544-6830
Fisher, Michael	Blacksburg	Virginia	540-944-4464
Medina, Myrna	Fredericksburg	Virginia	540-809-8764
Exline, Matthew	Alexandria	Virginia	386-236-6878
Gilbert, Claire	Alexandria	Virginia	703-717-9736
Stojanovic, Ziza	Ashburn	Virginia	703-723-0898
Raines, Walter	Salem	Virginia	540-524-8972
Cannell, Nikolaus	Bremerton	Washington	541-508-7700
Park, Cindy	Vancouver	Washington	512-553-5465
Lewis, Lorinda	Oshkosh	Wisconsin	920-385-8827
Muma, Eugene	Madison	Wisconsin	608-208-9127

Non-Renewed Franchises

Primary Contact	City	State	Work Phone
Shivers, Teresa	Birmingham	Alabama	205-937-1615

Wang, Li	Alabaster	Alabama	205-370-3282
Vernon, John	Peoria	Arizona	623-414-6991
Ploof, Ray	Kingman	Arizona	928-529-5134
Bostrom, Kim	Florence	Arizona	520-861-1867
Stark, Glenn	Surprise	Arizona	623-518-9458
Urzua, Carlos	Woodland	California	530-402-1883
Laigo, Reggie	Cerritos	California	562-502-7002
Moscatel, Cole	Los Angeles	California	310-889-8086
Gilbert, Maria Alicia	Vista	California	760-310-1364
Mason, Carla	VACAVILLE	California	707-880-9881
Brown, Victoria	San Diego	California	619-717-2728
Kay, Derek	San Jose	California	831-275-5343
Thompson, Eric	Arroyo Grande	California	805-888-1889
Jones, Austin	Berthoud	Colorado	970-818-2895
Gregory, Jeff	Lakewood	Colorado	303-980-6483
Stewart, Karen	Stratford	Connecticut	203-480-0003
Amdur, Shawn	Greenwich	Connecticut	203-294-4700
West, Kimberley	Norwalk	Connecticut	203-952-8678
Thomas, Kathy	Gales Ferry	Connecticut	860-861-1986
Winters, James	Fort Pierce	Florida	720-588-3588
Miglora, Nikki	Windermere	Florida	407-717-0939
Watts, Tanya	Deltona	Florida	561-314-5115
Angell, Mary	Osprey	Florida	941-918-1990
Collins, Felisa	Gainesville	Florida	352-450-3341
Martinez, Anisis	Miami	Florida	305-395-4111
Carter, Catherine	Cutler Bay	Florida	786-253-6753
Yibirin, Juan Camilo	Fort Lauderdale	Florida	954-876-1050
Houston, Frederica	Miramar	Florida	954-470-5422
Davis, Andrew	DELRAY BEACH	Florida	561-501-6196
Crisp, Holly	Yulee	Florida	904-849-3693
Ingram, Iglia	Parkland	Florida	7542296091
Richards, Audrey	Miami	Florida	786-264-1824
Rangel, Andres	Miami	Florida	786-580-3547
Granata, Elizabeth	Coral Springs	Florida	305-389-6551
Butler, William	Fort Lauderdale	Florida	954-525-5682
Cox, John	Coral Springs	Florida	954-969-1616
Chapman, Ilja	Key Largo	Florida	305-998-8348
Russell, Julianne	Sunrise	Florida	954-599-8137
Mehta, Atman	Duluth	Georgia	770-450-8019
Newell, Yaning	Cumming	Georgia	470-253-8366
Flagg, Chuck	Canton	Georgia	470-246-5774

Williams, Denora	Hiram	Georgia	770-424-7700
Brooks, Natalie	Bolingbrook	Illinois	773-530-0542
Wilmes, Sheryl	East Peoria	Illinois	309-670-0330
Reese, Andrew	Chicago	Illinois	872-205-9576
Dahl, Kimberly	Champaign	Illinois	217-417-7531
Payton, Kathy	Evansville	Indiana	812-453-4966
Maine, Ken	Wichita	Kansas	316-243-5566
Rivers, Beverly	Noble	Louisiana	318-871-6012
Arroyo, David	River Ridge	Louisiana	504-758-3906
Beltran, Yiraliz	New Orleans	Louisiana	843-271-6770
Achey, Sandra	Jackman	Maine	207-399-2510
Graham, Randolph	Germantown	Maryland	301-534-5858
Earle, Nicole	Columbia	Maryland	443-741-9157
Otten, Stephen	Ellicott City	Maryland	443-501-9007
Dhanhoa, Amandeep	Troy	Michigan	248-243-8551
Christman, William	Saint Clair Shores	Michigan	586-335-4160
Mieses, April	Walls	Mississippi	662-510-8158
Thomas, Devin	LAS VEGAS	Nevada	702-406-8731
Schafranick, Brian	South Amboy	New Jersey	917-868-4990
Martins, Oscar	Newark	New Jersey	973-200-8328
Pereira, Jefferson	Port Chester	New York	914-767-4067
Cabildo, Elmer	Sunnyside	New York	347-935-3617
Shope, Sandra	West Jefferson	North Carolina	828-514-1197
Ostrowski, Thomas	Matthews	North Carolina	704-292-3279
Sneed, Jo	Milford	Ohio	513-285-3390
Lettl, Anthony	Seven Hills	Ohio	216-255-7315
Lamar, Felecia	Pottstown	Pennsylvania	484-300-1311
Terry, Tyeasha	Jenkintown	Pennsylvania	610-314-3873
Hagan, Erin	Seven Fields	Pennsylvania	724-766-0413
Moseley, Jeff	Downingtown	Pennsylvania	610-290-5092
Santerre, Kerry	Bristol	Rhode Island	401-396-5863
Macbeth, Justine	Anderson	South Carolina	864-328-3240
Arnold, Michelle	Chapin	South Carolina	803-500-5061
Flemming, Yejide	Greenville	South Carolina	864-479-0052
Williams, Lewis	Houston	Texas	713-999-9116
Tubbs, Priscilla	League City	Texas	281-557-0600
Fidvi, Sayeem	Katy	Texas	617-852-9219
Underwood, Adamson Bradley	Sherman	Texas	903-375-0371
Whiteley, Pamela	Houston	Texas	832-732-0497
Chou, Shawn	Irving	Texas	682-651-8638
Vespie, Linda	Dayton	Texas	281-691-6178

Bernard, Cornelia	Houston	Texas	2813035438
Hanson, Victoria	Corpus Christi	Texas	361-533-9526
Shoulders, Monique	Vienna	Virginia	202-573-9908
Eriksson, Charolette	Stephens City	Virginia	540-931-8634
Pionk, Michelle	Seattle	Washington	206-494-0093
Valentino, Ryan	Racine	Wisconsin	213-817-0390

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.
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, 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, 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:

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

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7 th 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 st 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 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033	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:

STATE	EFFECTIVE DATE
California	January 1, 2023 (Exempt)
Hawaii	[Pending]
Illinois	March 29, 2023 (Exempt)
Indiana	March 29, 2023 (Exempt)
Maryland	[Pending] (Exempt)
Michigan	September 6, 2022
Minnesota	[Pending]
New York	March 29, 2023 (Exempt)
North Dakota	[Pending] (Exempt)
Rhode Island	[Pending] (Exempt)
South Dakota	[Pending]
Virginia	[Pending] (Exempt)
Washington	[Pending]
Wisconsin	[Pending]

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

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 we do 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: March 29, 2023

I received a disclosure document dated March 29, 2023 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: _____

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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.