

01/10/2005 14:24
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PAGE 01/16
P. 2

Confirmation Letter

Page 1 of 1

Florida Reservations

PO Box 941990, Maitland, FL 32794 (407-323-4821)

1/7/2005 12:22:52 PM

Fax #: (800) [REDACTED] Internal Ref. #: 134760

Dear Joyce Noble

Your payment has been processed and will be deducted from your checking account. This is your travel information for your Orlando trip. Remember spending part of a morning or afternoon on an exciting resort tour will be required on your first Florida destination only. You are currently pre-paid in the system for the accommodations listed below. Just call reservations when your ready to choose your arrival dates. If you have any questions prior to booking please call our customer service department between 9am-4pm EST Monday thru Friday. Thank you for becoming one of our most valued customers. Vacations are valid for 18 months. Extensions can be obtained through reservations in 6 months increments at \$25 each. The administrative processing fee of \$49.00 per person \$98.00 total will automatically be deducted from your account in 21 days. You will be staying within 20 minutes of Walt Disney world and Universal Studios Florida.

Enjoy your trip!

To contact customer service, call: (407) 323-4821

To book reservations, call: (800) 316-4717

Please allow 48 hrs. after receiving this letter before calling reservations to insure your information has been uploaded.

Reservation Number(s): OT010605-166

Reservation dept. hours of operation: Monday - Friday, 9AM to 8PM.

You will Receive:

- 2 tickets to Disney's Pleasure Island, 5 days 4 nights paid accommodations in Orlando, 3 days 2 nights paid accommodations in Ft. Lauderdale, 3 days 2 nights paid accommodations in Las Vegas, NV (21-day notice req.), and 5 days 4 nights paid accommodations in Puerto Vallarta, Mexico (21-day notice req.)

At least one traveler must be 21 years of age or older for Orlando and Ft. Lauderdale and at least 25 years of age or older for Las Vegas and Puerto Vallarta. Married couples must travel together. Up to two additional people per room at no extra charge for Orlando and Ft. Lauderdale destinations. Only one package per household. Family and friends may purchase packages but cannot travel to the same destination at the same time. Packages may not be used in conjunction with each other. Accommodations are honored at nationally recognized quality hotels such as the Amerihost and Radisson which are located within ten minutes of attractions. All guests traveling are required to spend part of a morning or afternoon on an exciting resort preview. Transportation, gratuities, hotel taxes and incidentals are not included. Florida Reservations, Inc. is licensed and bonded Florida Seller of Travel (ST-32566).

Although a 30-day notice is preferred, you may travel with as little as a 14 day notice only for Orlando and Ft. Lauderdale vacations if accommodations are available. Las Vegas and Puerto Vallarta require a 21-day advance travel notice, a \$100 Refundable Room Deposit and a surcharge for third and fourth guests occupying the same room. Las Vegas requires a Sunday - Wed Check In.

01/10/2005 14:24 8504103804
Jan 07 05 12:17p

FDACS

PAGE 02/16
p. 3

TERMS & CONDITIONS

All vacations are based on double occupancy except Orlando and Ft. Lauderdale which can accommodate 4 people per room. A 5th person may stay in the same room however a roll away charge of approximately \$10 per night will be payable directly to the hotel for Orlando and Ft. Lauderdale hotels. When traveling to Mexico or Las Vegas a surcharge will apply for 3rd and 4th guest.

At least one person must be 21 years of age and if married, must travel with spouse. Full time students are not eligible to participate in this offer. Weekend travel to Las Vegas will require a \$50 surcharge.

Accommodations in Orlando are 5 days and 4 nights and are provided through hotels such as the Amerihost or Radisson Worldgate Resort, which are located within minutes of local attractions. Accommodations in Ft. Lauderdale include the Ramada Plaza Resort located approximately 8 miles from the beach. If all hotels listed are not available when making your reservations, you will be offered a hotel of equal or greater value in the same area.

Members of the same household or family may not use multiple packages to the same destinations at the same time. There is a one time Reservation Processing Fee of \$88.00 due when you call to schedule your dates for the first vacation destination. You and the guests traveling with you must spend part of a morning or afternoon on a resort tour in Orlando which typically takes place the day after you arrive. At the completion of the tour, you will receive 2 Pleasure Island Tickets. This promotion is valid for 18 months from the date of purchase. Additional nights and extensions are available through the Reservation Department.

A 14 day advanced notice is suggested in order to assure availability. Short-term travel is permitted based on availability. **This certificate has no redeemable cash value and maybe cancelled without penalty or obligation within 30 days from purchase or receipt.** You may also cancel this contract if accommodations or facilities are not available pursuant to a request for use as provided in the contract. If you decide to cancel you must notify the seller in writing of your intent to cancel by returning the certificate and sending notice by certified mail to the address listed below. No purchaser should rely upon representation other than those included in the contract. This contract is for the purchase of a vacation certificate and outs all assignees on notice of the consumers right to cancel under section 559.933, Florida Statutes. Florida Reservation Inc is not responsible for any personal injury, property damage, or inconvenience caused by any air carrier, cruise line, hotels, or persons rendering any other services offered due to delays, strikes, and other conditions or acts of God.

Florida Reservations
PO BOX 941990
Maitland, FL 32794

01/10/2005 14:24 8504103804

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UERTO VALLARTA TRAVEL RESERVATION REQUEST

TRAVELER INFORMATION

1st Travelers Name _____ Age _____ Citizenship _____
 2nd Travelers Name _____ Age _____ Citizenship _____
 Address _____ City _____ State _____ Zip _____
 Home Phone _____ Work Phone _____

A. You traveling with other guest(s)? YES ☒ NO ☒
 (If yes please list each persons name)

Name: _____ Age: _____

Name: _____ Age: _____

If traveling with another couple that also purchased vacation provide their name and certificate number:

X _____ Cert #: _____

X _____ Cert #: _____

CERTIFICATE GOOD FOR:

6 DAYS 5 NIGHTS in Puerto Vallarta, Mexico for two adults and two children (12 or under)

DATE REQUEST (Minimum 30 day notice)

First Option Check-In: _____ Check-out Date: _____
 Month Day Year Month Day Year

Second Option Check-In: _____ Check-out Date: _____
 Month Day Year Month Day Year

Please enclose \$100.00 refundable deposit payable to Nationwide Travel and mail to
 Nationwide Travel, 2419 E. Commercial Blvd, Suite 100, Ft. Lauderdale, FL 33308.
 To book reservations, call 1-888-217-2620 (please have your reservation number ready).
 For customer care or billing questions call 407-599-3672.

MANDATORY TO COMPLETE

Cardholder:

Billing Statement Address:

City/State/Zip:

Card Type:

Card #:

Exp. Date:

Credit Card Authorization Signature: X _____

By signing below, I have read and agree to all "Terms and Conditions" listed below.

Signature: _____ Date: _____

TERMS AND CONDITIONS: This vacation, based on double occupancy and availability, is valid for up to 4 persons per room. At least one person must be at least 21 years of age or older to be eligible for a promotion. We reserve the right to use various tour operators or tourist welcome centers to assist in booking your reservation. You must carry proof of US citizenship for entry into Mexico and reenter the US (The acceptable documents for 16 years of age or older are a passport or state ID card and a certified birth certificate. Children 15 or under must have a passport or certified copy of their birth certificate). If you are a naturalized US citizen you must also produce your naturalization papers. Failure to be in possession of proper documents will result in denied boarding of the plane to Mexico. This package is valid for 12 months but it can be renewed. During peak travel times Feb 1 to May 1 we suggest you request your travel dates by Oct 1. Blackout dates include Christmas, Dec. 15-Jan. 7, New Year's Eve, and special events. Reservation request requires a \$100 dollar refundable deposit per room booked. Confirmation of the booking will be provided when the \$100 refundable deposit is received per room along with a flight itinerary of all travelers. Ground transportation will be provided from the airport to the resort. This offer DOES NOT include hotel taxes, airfare, transportation back from the hotel to the airport, transfers, meals, gratuities, or any other charges not specifically stated in the contract. Florida reservations makes every effort to provide accommodations on the dates you desire and reserves the right to substitute accommodations of equal value without notice. Changes to or cancellations of confirmed reservations are subject to a fee and must be received by Florida Reservations 14 days or less than 45 days prior to your arrival date. This certificate has no redeemable cash value and No Refund of any unused portion of the vacation will be made. Florida Reservations is not responsible for any personal injury, property damage or inconvenience caused by any air carrier, cruise line, hotel or person(s) rendering any of the services offered due to delays, strikes, lockouts, stoppage in hotel weather conditions, or any other reason. Florida Reservations Places all assignments on notice of the consumer's right to cancel under section 559.933 & 559.927 of the Florida Statutes. Eligible refund must be processed within 30 days of their receipt. Proof of payment of the certificate's return will be required. You may cancel this contract without any penalty or obligation within 30 days from the date of purchase or receipt of the vacation certificate, whichever occurs later. You may also cancel this contract if accommodations or facilities are not available pursuant to a request for use as provided in the contract. If you decide to cancel, you must notify the seller/promoter in writing of your intent to cancel by returning the certificate and Contents Of Travel Package to: Florida Reservations, P.O. Box 990, Maitland, FL 32754. No purchaser should rely upon representations other than those included in this contract. Florida Reservations is registered with the State of Florida Department of Agriculture & Consumer Services Division; Sellers of Travel Section, license # ST-32366. Travelers are required to check in at our Welcome Center to receive their hotel vouchers. At that time you will be offered a guest attraction tickets and a promotional resort tour. No purchase or resort tour attendance required.

01/10/2005 14:24 8504103804

FDACS

PAGE 04/16

ORLANDO, FLORIDA TRAVEL RESERVATION REQUEST

TRAVELER INFORMATION

1st Travelers Name _____ Age _____
2nd Travelers Name _____ Age _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Are you traveling with other guest(s)? YES ☒ NO ☒
(If yes please list each persons name)

Name: _____ Age _____

Name: _____ Age _____

If traveling with another couple that also purchased vacation provide their name and certificate number: _____

X _____ Cert #: _____

By signing to the right, I have read and agree to all "Terms and Conditions" listed below. Signature: _____

Date: _____

TERMS AND CONDITIONS: This vacation, based on double occupancy and availability, is valid for up to 4 persons per room. At least one person must be at least 21 years of age or older to be eligible for this promotion. Members of the same household MAY NOT use multiple travel certificates to the same destination. There is a \$39.00 reservations fee due at booking. This certificate is valid for one (1) year from date of issue and requires a 60 day advance notice. You may be permitted to travel with less than a 60 day notice if available (call reservations). Travel is arranged by Florida Reservations. This vacation certificate entitles the recipient accommodations in Orlando, Florida for 5 days and 4 nights. There offers DOES NOT include hotel taxes, airfare, transportation, transfers, meals, gratuities, or any other charges not specifically stated in the contract. Florida Reservations makes every effort to provide accommodations on the dates you desire and reserves the right to substitute accommodations of equal value without notice. Changes to or cancellations of confirmed reservations are subject to a fee. This certificate has no redeemable cash value and no refund of any unused portion of the vacation will be made. Florida Reservations is not responsible for any personal injury, property damage or inconvenience caused by any air carrier, cruise line, hotel or personal rendering any of the service offered due to delays, strikes, lockouts, stoppage of labor weather conditions, or any other reason. Florida Reservations Places all assignments on notice of the consumers right to cancel under section 559.933 & 559.937 of the Florida Statute. Eligible refund requests will be processed within 30 days of their receipt. Proof of payment of the certificate's return will be required. You may cancel this contract without any penalty or obligation within 30 days from the date of purchase or receipt of the vacation certificate, whichever occurs later. You may also cancel this contract if accommodations or facilities are not available pursuant to a request for use as provided in the contract. If you decide to cancel, you must notify the seller/promoter in writing of your intent to cancel by returning the certificate And Contents Of Travel Package to: Florida Reservations P.O. Box 941990, Maitland, FL 32794. No purchaser should rely upon representations other than those included in this contract. Florida Reservations is registered with the State of Florida Department of Agriculture and Consumer Services Division, Sellers of Travel Section, license # ST-21566. Travelers are required to check in at our Welcome Center to receive their hotel vouchers. At that time you will be offered discount attraction tickets and a promotional resort tour. No purchase or resort tour attendance required.



CERTIFICATE GOOD FOR:
Orlando, Florida accommodations for two adults and two children for 5 DAYS and 4 NIGHTS

DATE REQUEST

First Option Check-In:

Month / Day / Year

of Nights: _____

Check-out Date:

Month / Day / Year

When complete, please enclose a check or money order in the amount of \$39.00 payable to Nationwide Travel and mail to Nationwide Travel, 2419 E. Commercial Blvd. Suite 100, Ft. Lauderdale, FL 33308.

To book reservations, call 1-888-217-2620 (please have your certificate number ready). For customer care or billing questions call 407-589-3872.

01/10/2005 14:24 8504103804

FDACS

PAGE 05/16

FT. LAUDERDALE, FLORIDA TRAVEL RESERVATION REQUEST

TRAVELER INFORMATION

1st Travelers Name _____ Age _____ Citizenship _____
 2nd Travelers Name _____ Age _____ Citizenship _____
 Address _____ City _____ State _____ Zip _____
 Home Phone _____ Work Phone _____

Are you traveling with other guest(s)? YES ☒ NO ☒
 (If yes please list each persons name)

Name: _____ Age _____
 Name: _____ Age _____

If traveling with another couple that also purchased vacation provide their name and certificate number:

X _____ Cert #: _____
 X _____ Cert #: _____

By signing to the right, I have read and agree to all "Terms and Conditions" listed below. Signature: _____ Date: _____

TERMS AND CONDITIONS: This vacation, based on double occupancy and availability, is valid for up to 4 persons per room. At least one person must be at least 21 years of age or older to be eligible for this promotion. Members of the same household MAY NOT use multiple travel certificates to the same destination. This certificate is valid for one (1) year from date of issue and requires a 60 day advance fee. You may be permitted to travel with less than a 60 day advance notice if available (call reservations). Travel is arranged by Florida Reservations. This vacation certificate entitles the recipient accommodations in Ft. Lauderdale, Florida for 3 days and 2 nights. This offer DOES NOT include hotel taxes, airfare, transportation, transfers, meals, gratuities, or any other charges not specifically stated in the contract. Florida Reservations makes every effort to provide accommodations on the dates you desire and reserves the right to substitute accommodations of equal value without notice. Changes to or cancellations of confirmed reservations are subject to a fee. This certificate has no redeemable cash value and No Refund of any unused portion of the vacation will be made. Florida Reservations is not responsible for any personal injury, property damage or inconvenience caused by any air carrier, cruise line, hotel or person(s) rendering any of the services offered due to delays, strikes, lockouts, stoppage of labor weather conditions, or any other reason. Florida Reservations Places all assignments on notice of the consumers right to cancel under section 559-913 & 559-927 of the Florida Statute. Eligible refund requests will be processed within 30 days of their receipt. Proof of payment of the certificate's return will be required. You may cancel this contract without any penalty or obligation within 30 days from the date of purchase or receipt of the vacation certificate, whichever occurs later. You may also cancel this contract if accommodations or facilities are not available pursuant to a request for use as provided in the contract. If you decide to cancel, you must notify the seller/promoter in writing of your intent to cancel by returning the certificate and Contents Of Travel Package to: Florida Reservations P.O. Box 941998, Ft. Lauderdale, FL 33394. No purchaser should rely upon representations other than those included in this contract. Florida Reservations is registered with the State of Florida Department of Agriculture and Consumer Services Division, Sellers of Travel Section, license # ST-31566. Travelers are required to check in at our Welcome Center to receive their hotel vouchers. At that time you will be offered discount attraction tickets and a promotional resort tour. No purchase or resort tour attendance required. Two Ft. Lauderdale nights can be used in conjunction with Orlando nights for a nominal charge of \$75.00.

PURCHASER: _____
 ISSUE DATE: _____

CERTIFICATE GOOD FOR:

Ft. Lauderdale, Florida accommodations for two adults and two children for 3 DAYS and 2 NIGHTS

No processing fees due when used with Orlando certificate.

DATE REQUEST

First Option Check-In: _____ # of Nights: _____
 Month Day Year Month Day Year
 Check-out Date: _____
 Month Day Year

When complete please mail to Nationwide, 2419 E. Commercial Blvd. Suite 100, Ft. Lauderdale, FL 33308.
 To book reservations, call 1-888-217-2620 (please have your reservation number ready). For customer care or billing questions call 407-599-3872.

01/10/2005 14:24 8504103804

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PAGE 06/16
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Exhibit "A"

Package 1:

6/5 Orlando Hook

2 Pleasure Island Tickets

3/2 Fort Lauderdale No Hook

**Bonus: 5/4 Puerto Vallarta (for 2 adults) with *\$100 Refundable Deposit, 3/2 Las Vegas
(for 2 adults, limited to check-ins on Sun - Wed) with *\$100 refundable deposit**

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FULFILLMENT AGREEMENT

This Fulfillment Agreement (hereinafter "Agreement") is made and entered into this 20th day of December, 2004, by and between TAKE A BREAK TRAVEL, Inc., a Florida corporation, having an address of 6400 North Andrews Avenue, Suite 285, Fort Lauderdale, FL 33309 (hereinafter "Fulfillment Company") and FLORIDA RESERVATIONS INC., a Florida corporation, having an address of 1016 Providence Circle, Oviedo, Florida 32765 (hereinafter "Distributor").

WITNESSETH:

WHEREAS, Distributor is a corporation organized under the laws of the State of Florida and has available to it Travelers who will seek accommodations in respect to Vacations (as defined hereinbelow);

WHEREAS, the parties wish to enter into an agreement by which Fulfillment Company will provide vacation accommodations to Travelers who are identified by Distributor and provided to Fulfillment Company by Distributor, subject to the terms and conditions of this Agreement and as provided and set forth herein;

WHEREAS, Fulfillment Company is to arrange and provide vacation accommodations for such Travelers in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual benefits, obligations, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby agreed as follows:

1. DEFINITIONS

(a) Affiliate shall mean (i) any officer, director, employee, member, shareholder, partner, or trustee of Fulfillment Company or Distributor, specifically to include Jason Giza or any relative within the third degree of kindred of any of the foregoing; (ii) any officer, director, employee, member, shareholder, partner, trustee or relative within the third degree of kindred of any of a Person, which is a partner, member, shareholder, trustee or beneficiary of Fulfillment Company or Distributor; (iii) any Person controlled by or under common control with Fulfillment Company or Distributor, or a partner, member, shareholder, trustee or beneficiary of such Person, or any such relative of such Person, or a partner, member, shareholder, trustee or beneficiary of Fulfillment Company or Distributor; (iv) any officer, director, trustee, partner or employee of any entity described in (iii) above; and (v) any trust for the benefit of any officer, director, trustee, partner, member or employee of Fulfillment Company or Distributor or Person described in (i) above, or any beneficiary of a trust which is a member, shareholder or partner described in (i) above.

(b) Traveler means individuals who purchase a Vacation from Distributor and who meet the qualification standards set forth below.

01/10/2005 14:24 8504103804

FDACS

PAGE 08/16
F..

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(c) Vacation(s) shall mean an Orlando & Ft Lauderdale, Florida Vacation as well as Bonus Vacations as described on Exhibit "A" attached. Vacations shall include a condition and disclosure that a timeshare or vacation ownership tour is required.

2. PERFORMANCE BY DISTRIBUTOR.

(a) Representations. Distributor represents and warrants that it is a corporation and is duly organized and validly existing under the laws of the State of Florida. Distributor represents and warrants that it has full authority to enter into this Agreement and to transact the business herein contemplated.

(b) Identified Travelers. Distributor shall, through its own independent means, sell Vacations to Travelers.

(c) Distributor Responsibility or Involvement. Fulfillment Company shall not be responsible for Distributor's activities with respect to the means by which it identifies Travelers or sells Vacations to Travelers, nor shall Fulfillment Company have any responsibility for Distributor's distribution of Vacations or any certificates entitling the holders thereof to enjoy such Vacations. Any of the foregoing activities shall be solely organized, controlled and implemented by Distributor. Fulfillment Company shall not be responsible for any registrations/licensing requirements, including but not limited to seller of travel, travel agency, nor solicitation registrations/licensing requirements, as respects the distribution of Vacations by Distributor to any identified Travelers. Distributor represents and warrants that it is in compliance with the laws of each jurisdiction in which it engages in business, and holds such respective licenses as are necessary to be obtained prior to the engaging in such business.

(d) Distributor's Expenses. Distributor shall be fully responsible for all of its own costs and expenses relating to the acquisition of the names and identities of Travelers to whom offers may be made by Distributor, or the selling, marketing and distribution of Vacations, including any certificates authorizing the holders thereof to enjoy such Vacations and acquiring names and identities of Travelers. The foregoing shall include, but not be limited expenses of postage, printing, telephone costs and all other fees, costs and expenses relating to any of the foregoing or any activities of Distributor.

(e) Communications. Distributor shall promptly forward to Fulfillment Company any complaints, letters, demands or other forms of communication received by Distributor in respect to any Travelers, as the same may relate to such Traveler's Vacation or contact by Distributor with any potential Traveler and shall promptly forward to Fulfillment Company any complaints, letters, demands or other forms of communications received by Provider from any governmental agency with regard to the foregoing. Distributor shall permit review of any communication sent by the Distributor to the Traveler, with respect to the Traveler's Vacation purchase, by Fulfillment Company to ensure that the communication complies with the terms of this Agreement and those outlined in Exhibit "A". Furthermore, Distributor agrees to modify the communication if is not in compliance with the terms of this Agreement and those outlined in Exhibit "A".

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(f) No Affiliation. Distributor agrees and understands that it shall be prohibited from using Fulfillment Company's name in any manner and in any media whatsoever, including but not limited to written or oral advertising material, unless the same is approved, in advance and in writing, by Fulfillment Company. Distributor agrees and understands that it shall be prohibited from representing itself to be or holding itself out as affiliated with Fulfillment Company or as Fulfillment Company in any manner.

Reservation Forms. Fulfillment Company shall receive a sales file import daily containing all applicable personal and package information for import into Fulfillment Company Reservation System. Fulfillment Company shall be responsible for booking and confirming or denying all rooming accommodation requests for Travelers for whom it receives reservation requests, based on availability from Fulfillment Company's room allotments. Fulfillment Company is authorized to black out certain holidays or high demand time from reservation for fulfillment. Neither Distributor nor any Affiliate of Distributor shall engage in any activity or conduct, including any "tour drive" to increase or decrease the normal and customary flow of Travelers requesting travel and fulfillment of their Vacation without the prior written consent of Fulfillment Company.

(g) Disclosure. Distributor shall be required to disclose, in accordance with applicable law, all fees, conditions and terms of the Vacation to each potential Traveler prior to payment by such Traveler. Any and all such disclosures shall be made in accordance with applicable law, and in such manner and at such times as in compliance therewith.

(h) Compliance with Law. Distributor represents and warrants that:

(i) Distributor shall not and has not violated any federal, state or local governmental laws, rules or regulations concerning the marketing, sale or distribution of Vacations nor certificates evidencing Vacations, nor any activities respecting any of the foregoing, or the activities of Distributor, otherwise.

(ii) All marketing scripts, follow up mail, reservation request forms and other written documents or information used by Distributor has and does comply with the laws of the jurisdiction where used. All such material complies with the laws of every state in which such materials have been used, and that Distributor shall be and is responsible for such compliance.

3. RESPONSIBILITIES OF FULFILLMENT COMPANY.

(a) Representations. Fulfillment Company is duly organized and validly existing under the laws of the State of Florida and has full authority to enter into this Agreement and to transact business herein contemplated.

(b) Fulfillment of Vacations.

(i) Fulfillment Company shall provide rooming accommodations at its sole cost and expense, with the exception of Additional Fulfillment Fee due Fulfillment

01/10/2005 14:24 8504103804

FDACS

PAGE 10/16

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Company by Distributor for Non-Qualified package holders. Such rooming accommodations shall be of various types, inclusive of hotels, motels, condominium units and similar arrangements, all, from time to time, arranged and provided by Fulfillment Company; provided, however, the hotel is rated 3 stars or better and the Ft. Lauderdale accommodations shall be at a hotel rated 3 stars or better. It is specifically agreed by the parties that accommodations in the foregoing hotels shall be provided by Fulfillment Company without any upgrade or additional charge to any Traveler or to Distributor; provided, however, Fulfillment Company can offer (but not require) Travelers an upgrade in Orlando and collect the additional charge from the Traveler.

(ii) Fulfillment Company, upon request of a reservation form by traveler, will seek to arrange lodging for Traveler consistent with the reservation request. Fulfillment Company does not warrant nor guarantee that the specific dates requested by Travelers will be available; provided, however, that Fulfillment Company shall use its best efforts to accommodate the Traveler on the specific dates so requested. Fulfillment Company, upon receipt of a reservation request and determination that it is able to confirm such requested occupancy, shall confirm, in writing or via email, to the traveler the dates of occupancy requested.

(iii) Fulfillment Company shall provide fulfillment services only for those Travelers who meet the following qualifications: (i) if Traveler is married, either Traveler or Traveler's spouse must be at least twenty-one years old; (ii) if Traveler is cohabiting and traveling with such cohabitant, either Traveler or Traveler's cohabitant must be at least twenty-one (21) years old; (iii) if Traveler is single and not traveling with a cohabitant, such Traveler must be at least thirty (30) years old. In the event of a Buddy Package, Fulfillment Company shall charge back to Distributor all costs associated with such Buddy Package Travelers (including accommodations, Welcome Center costs, and gifts) or deny such reservation requests. Such qualifications can only be changed in writing by Fulfillment Company to Distributor.

(c) No Affiliation. Fulfillment Company and Distributor acknowledge that neither has any affiliation with the other, nor is either involved in the business or affairs of the other. By way of example and not limitation, Distributor's business respecting sales and marketing of the Vacations do not involve Fulfillment Company, nor is Fulfillment Company affiliated with Distributor in respect thereto. Furthermore, by way of example and not limitation, Distributor is not involved with Fulfillment Company with Fulfillment Company's Welcome Center, nor the arrangement of lodging for Vacations. Distributor acknowledges and agrees that Fulfillment Company has not sold nor marketing Vacations to Travelers.

(d) Communication. Fulfillment Company shall promptly forward to Distributor any complaints, letters, demands or other forms of communication received by Fulfillment Company in respect to any Travelers, as the same may relate to such Travelers' Vacation and shall promptly forward to Distributor any complaints, letters, demands or other forms of communications received by Fulfillment Company from any governmental agency with regard to a Traveler's use of the Vacation.

(e) Limitation on Vacations. The Vacations, as defined herein, shall be the only Vacations offered by Distributor, or any Affiliate of Distributor which include Orlando & Ft Lauderdale, Florida as a destination. Neither Distributor nor any Affiliate of Distributor shall

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offer any additional or other Vacations or travel opportunities, whether for bonus packages, base packages, certificates or additional vacation privileges, during the term of this Agreement which include Orlando, Ft Lauderdale, Florida Las Vegas, Nevada, Puerto Vallarta and Cancun, Mexico and Daytona Beach, FL as a destination.

4. **TERM.** The term of this Agreement shall be for two (2) years from the date hereof; provided, however, this Agreement may be terminated pursuant to paragraph 8 hereinbelow. This Agreement shall be automatically renewed for additional terms of two (2) years, unless at least sixty (60) days prior to the expiration of the initial term or any renewal term, either party delivers written notification to the other party of termination of this Agreement. Notwithstanding expiration of term nor termination otherwise, the rights of Travelers provided for in Paragraph 8 shall, nevertheless, continue.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The relationship of the parties hereto shall be that of a principal and an independent contractor and not that of an employer and employee, nor as joint venturers. The parties agree that Fulfillment Company shall not have a right of control over and to Distributor, nor shall Distributor have a right of control over and to Fulfillment Company. Each of Distributor and Fulfillment Company shall have the full power and authority over the means, manner and methods of performing their responsibilities hereunder and accomplishing the objectives that they may have in their independent business endeavors without detailed direction or control by the other. The parties hereto recognize and agree that no joint venture or partnership arrangement or agreement is intended or created hereby. No employee, agent or servant of either shall be or shall be deemed to be the employee, agent or servant of the other, nor shall any agent, employee or servant of one be deemed to be an employee, agent or servant of the other. Each shall be solely and entirely responsible for its own acts and for the acts of its agent, employees, servants and subcontractors during the performance of this Agreement.

6. **TAX AND WORKERS COMPENSATION LIABILITY.** Fulfillment Company agrees that it will file and cause to be filed in a timely manner the required 1096 entitled "Annual Summary and Transmittal of United States Information Return" and Form 1099-MISC entitled "Statement for the Recipient of Miscellaneous Income" reporting the compensation and other consideration hereunder paid to or earned by Distributor. Each party hereto acknowledges and agrees that the relationship is that of principal and independent contractor, and Fulfillment Company will not withhold any taxes from the amount paid to Distributor, nor will Fulfillment Company pay unemployment compensation or provide worker's compensation insurance to Distributor or any of its agents or employees. Each of Fulfillment Company and Distributor agree to file all required tax form as to their own respective agents or employees.

7. **TERMINATION.** Distributor and Fulfillment Company shall have the right to terminate this Agreement as follows. The termination of this Agreement shall not affect any confirmed reservation or reservation request forms in possession of the Fulfillment Company of a Vacation by a Traveler made in accordance with the terms of this Agreement prior to the notice of termination. As respects any such Traveler, Fulfillment Company shall provide rooming

01/10/2005 14:24 8504103804

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PAGE 12/16

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accommodations consistent with the Vacation as provided to Traveler, in accordance with the terms of this Agreement.

(a) The failure of Distributor to comply with any term or provision of this Agreement shall permit Fulfillment Company to terminate this Agreement upon delivery of ten (10) days prior written notice of termination;

(b) The failure of Fulfillment Company to comply with any term or provision of this Agreement shall permit Distributor to terminate this Agreement upon delivery of ten (10) days prior written notice delivered to Fulfillment Company;

(c) If any representation or warranty of one party shall be shown to be untrue or misleading then the other party may terminate this Agreement upon delivery of ten (10) days written notice to the other party;

(d) Fulfillment Company may terminate this Agreement upon the filing of voluntary petition of bankruptcy by Distributor or if Distributor shall be adjudicated bankrupt or insolvent, or upon the execution of Distributor of an assignment for the benefit of creditors, upon the appointment of a receiver for Distributor;

(e) Distributor may terminate this Agreement upon the filing of voluntary petition of bankruptcy by Fulfillment Company or if Fulfillment Company shall be adjudicated bankrupt or insolvent, or upon the execution of Fulfillment Company of an assignment for the benefit of creditors, upon the appointment of a receiver for Fulfillment Company.

(f) Fulfillment Company may terminate this agreement with thirty (30) days written notice if the APG (Average Per Guest) for all Vacation Package Travelers does not equal at least one thousand dollars (\$1,000.00) in any one month.

8. **PAYMENTS/DEFAULT/REMEDIES.**

(a) All payments due Fulfillment Company hereunder by Distributor shall be made by wire transfer to such account as may be designated by Fulfillment Company to Distributor, from time to time in writing, or if no wire transfer instructions are provided, then payment shall be made by check or in cash, delivered by the dates set forth herein, to Fulfillment Company at 6400 North Andrews Avenue, Suite 285, Fort Lauderdale, FL 33309.

(b) In the event of a breach of this Agreement or the occurrence of an event allowing termination, the party not causing such breach or default or entitled to terminate this Agreement shall be entitled to all rights and remedies as may be available under law or in equity as applicable thereto.

9. **ASSIGNMENT.** This Agreement shall be binding upon the parties and their respective successors and assigns. Notwithstanding the foregoing, however, this Agreement shall not be assignable by Fulfillment Company or Distributor without the prior written consent

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PAGE 13/16
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of the other, provided, however, that the consent to assignment shall not be unreasonably withheld.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein contained. Any agreements, promises, negotiations, representations or other terms not set forth or referred to in this Agreement are of no force and effect.

11. **MODIFICATION.** This Agreement may not be modified or amended except by a writing signed by both parties. The parties agree to fully cooperate in negotiating any changes or modifications to this Agreement as may be necessary to fully comply with any statute or code.

12. **NOTICES.** No notices or other communication hereunder shall be sufficient unless such notice or communication is made in writing and delivered, except that any written notice or communication which is hand delivered, delivered by prepaid overnight courier service or mailed by prepaid certified mail, return receipt requested, addressed to the respective and appropriate parties as set forth in the first paragraph of this Agreement shall be deemed sufficient upon hand delivery, one (1) day after deposit with such overnight courier service, or three (3) days after such mailing, as the case may be.

13. **MISCELLANEOUS.** If any part of this Agreement shall be deemed invalid under applicable law, the remaining parts of this Agreement shall be in full force and effect as though any unenforceable part or parts were not written into this Agreement. In construing this Agreement, the singular tense shall be deemed to include the plural and the male or neuter gender shall mean and comprehend all genders, whenever such meaning or interpretation is necessary and appropriate. Headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. Subject to Paragraph 10 hereof, this Agreement shall be binding upon the parties hereto, their legal representatives, successors and assigns, and the parties hereto do hereby covenant and agree that they, their legal representatives, successors and assigns will execute any and all papers and documents that may be required in accordance with this Agreement. Should a provision of this Agreement require judicial interpretation, it is agreed that the judicial body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be more strictly construed against the party which itself or through its agents prepared the same, it being agreed that the agents of all parties have participated or had the opportunity to participate in the preparation of this Agreement. This Agreement may be executed in multiple counterparts, each of which will constitute an original and all of which will constitute one (1) agreement.

14. **NO WAIVER OF RIGHTS.** No failure or delay on the part of either party to enforce or exercise any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof, or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

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15. **EXCLUSIVITY.** Fulfillment Company shall be exclusively entitled to provide rooming accommodations for Vacations during the term of this Agreement, except as otherwise provided herein. Those seeking to exercise Vacation privileges shall be exclusively provided to Fulfillment Company during the term of this Agreement, and shall not otherwise be provided to others, nor shall the same be serviced by Distributor nor any Affiliate, unless Fulfillment Company breaches its obligations to fulfill hereunder or except as otherwise provided herein. Distributor further agrees that Travelers will not be promoted or encouraged to attend a timeshare resort other than that designated by Fulfillment Company. The foregoing exclusivity provisions shall not apply in respect to any Vacations sold by Distributor prior to the date of this Agreement that provide for destinations or accommodations that are either not provided by Fulfillment Company or for which the payment of any additional charges by Distributor or any Traveler is required.

16. **SURVIVAL.** Any representations or warranties set forth herein, or in any agreement or certificate simultaneously executed herewith shall survive the execution and performance hereof.

17. **COMMERCIAL EFFICACY.** Distributor and Fulfillment Company shall use all reasonable endeavors to give commercial efficacy to the terms and conditions of this Agreement and to promote the business objectives of each party hereunder in order for each party to accomplish its obligations contemplated by this Agreement.

18. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and the United States of America with venue for all matters concerning this Agreement arising from this Agreement being in Broward County, Florida.

19. **BENEFIT OF OTHERS.** Except as otherwise provided herein, this Agreement, together with its amendments as may hereafter be adopted shall inure to the benefit of Distributor and Fulfillment Company, but shall not be deemed to create rights in any third party, including any Traveler.

20. **INDEMNIFICATION.** Fulfillment Company shall indemnify and hold harmless Distributor and its officers, directors, shareholders and employees from any and all damages, losses, causes of action, costs and expenses, including but not limited to reasonable attorney's fees, whether the same be incurred as a result of investigation, defense or prosecution of any claim or cause of action, including appeal thereof, or any loss resulting as a consequence of a breach by Fulfillment Company of its agreement to fulfill and provide rooming accommodations hereunder. Distributor shall indemnify and hold harmless Fulfillment Company and its officers, directors, shareholders and employees from any and all damages, losses, causes of action, costs and expenses, including but not limited to reasonable attorney's fees, whether the same be incurred as a result of investigation, defense or prosecution of any claim or cause of action, including appeal thereof, or any loss resulting as a consequence of a breach by Distributor of the terms of this Agreement, or any misrepresentations of Distributor respecting the Vacation.

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21. **AGREEMENT NOT TO COMPETE.** Neither Distributor nor any Affiliate shall provide access to those to whom it has distributed Vacations or certificates representing such Vacations to any third parties whatsoever, and the same shall only be provided to Fulfillment Company.

22. **CONFIDENTIALITY.** The parties hereto agree that the terms of this Agreement and all communications and performance hereunder, including but not limited to the identity of Travelers, the number of Travelers seeking fulfillment, the identification of particular accommodations employed by Fulfillment Company to fulfill Vacations shall, during the term of this Agreement, be kept and maintained confidential by Distributor, its Affiliates and Fulfillment Company and during the term hereof, shall not be disclosed to any third party (except by Fulfillment Company to timeshare and vacation ownership resort operators and developers), excepting upon legal requirement; provided, further, that the terms hereof may be disclosed by the respective parties hereto to their legal advisors and financial representatives in respect to counsel and advice provided by such representative or counsel. It is agreed by the parties hereto that the foregoing information is not publicly available and that the parties shall take reasonable precautions and steps in order to assure that the same remains confidential between them. The parties hereto further agree that all information, conclusions, recommendations, reports, advice, instruments or other documents generated by the other, which includes any of the aforementioned confidential information are, themselves, confidential. Each promises and agrees that they shall not disclose any confidential information regarding the other or this Agreement to any other person, regulatory body, corporation, agency, partnership or association, unless specifically authorized, in writing, by the other to do so, or required by legal process, otherwise, to so disclose such information. If either gives the other written authorization to make any disclosures, the other shall do so only within the limits of such authorization. Each may disclose such information to its own staff for furthering negotiations and transactions between them.

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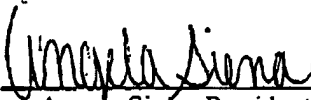
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PAGE 16/16


IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

FULFILLMENT COMPANY:

Take A Break Travel, Inc.
a Florida corporation

By: 
Angela Siena, President

Signed in the presence of:


Witness



Witness

DISTRIBUTOR:

Florida Reservations, Inc.
a Florida corporation

By: 
Jason Giza, President

Signed in the presence of:


Witness


Witness