GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. <u>AGENCY</u>: ALASKA AIRLINES VACATIONS
- B. <u>GRAY LINE</u>: Refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- G. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- H. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.
- I. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs this Agreement.

08-12/SALESG09.Alaska Airlines Vacations (JS) 12/01/08

GRAY LINE OF SEATURE	ALASKA AIRLINES VACATIONS
Ву:	ву:
Jeremy Butzlaff	Brall Walker
General Manager	Managing Director of Leisure Marketing
Date: 4/21/6	Date: 12.11.09
	\bigcirc



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	N/A
	Child	\$8,25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. AGENCY: ALLIED TOUR PROFESSIONALS
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. <u>SALES PERIOD</u>: January 1, 2009 December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- G. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- H. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

I. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATPLE	ALLIED TOUR PROFESSIONALS
Ву:	By: Olm K
Jeremy Butzlaff	Oliver Krieg
General Manager	Product Manager U
Date:	Date:)/(2/59



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

Revised: 4/21/2009, 12:27 PM jcs

GRAY LINE OF SEATTLE INTERNATIONAL WHOLESALER SALES AGREEMENT

- A. AGENCY: CAL TRAVEL INTERNATIONAL
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. APPLICABLE GEOGRAPHIC AREA: Canada
- E. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- F. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- G. <u>FINAL PAYMENT DUE DATE</u>: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- H. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- I. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

- J. <u>LEGAL REQUIREMENTS</u>: AGENCY shall be solely responsible for posting or otherwise providing, at its own expense, any bonds or other financial guarantees of performance required under the laws or other requirements in the APPLICABLE GEOGRAPHIC AREA and further for complying with the requirements of all laws and regulations in the APPLICABLE GEOGRAPHIC AREA. In the event any documentation provided by Gray Line to passengers must be supplemented or revised in order to reflect the requirements of such laws and regulations, AGENCY will so advise Gray Line whereupon Gray Line will provide such supplements or revisions.
- K. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either par	ty signs this Agreement.
GRAY LINE OF STATELE	CAL TRAVEL INTERNATIONAL
By:	By:
Jeremy Butzlafe General Manager	Alice Lin Regional Director
Date: // 9/0	Date: Vec. 11, 2008
08-12/SALESG09.CAL Travel International (JS)	



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

	Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Adult	\$10.00	N/A	\$10.00	10%	\$9.00	N/A
Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Child r	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A
Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child Adult Child Adult Child Adult Child Adult Child Adult Child	Adult \$10.00 Child \$8.25 Adult \$20.00 Child \$16.50 Adult \$13.00 Child \$11.25 Adult \$26.00 Child \$22.50 Adult \$25.00 Child \$12.50 Adult \$25.00 Child \$12.50	Adult \$10.00 N/A Child \$8.25 N/A Adult \$20.00 N/A Child \$16.50 N/A Adult \$13.00 N/A Child \$11.25 N/A Adult \$26.00 N/A Child \$22.50 N/A Adult \$25.00 N/A Child \$12.50 N/A Adult \$25.00 N/A Child \$12.50 N/A	Adult \$10.00 N/A \$10.00 Child \$8.25 N/A \$8.25 Adult \$20.00 N/A \$20.00 Child \$16.50 N/A \$16.50 Adult \$13.00 N/A \$13.00 Child \$11.25 N/A \$11.25 Adult \$26.00 N/A \$26.00 Child \$22.50 N/A \$22.50 Adult \$25.00 N/A \$25.00 Child \$12.50 N/A \$12.50 Adult \$25.00 N/A \$20.00 Adult \$20.00 N/A \$20.00	Adult \$10.00 N/A \$10.00 10% Child \$8.25 N/A \$8.25 10% Adult \$20.00 N/A \$20.00 10% Child \$16.50 N/A \$16.50 10% Adult \$13.00 N/A \$13.00 10% Child \$11.25 N/A \$11.25 10% Adult \$26.00 N/A \$22.50 10% Child \$25.00 N/A \$22.50 10% Child \$12.50 N/A \$12.50 10% Adult \$25.00 N/A \$12.50 10% Adult \$40.00 N/A \$40.00 10% Child \$20.00 N/A \$20.00 10%	Adult \$10.00 N/A \$10.00 10% \$9.00 Child \$8.25 N/A \$8.25 10% \$7.43 Adult \$20.00 N/A \$20.00 10% \$18.00 Child \$16.50 N/A \$16.50 10% \$14.85 Adult \$13.00 N/A \$13.00 10% \$11.70 Child \$11.25 N/A \$11.25 10% \$10.13 Adult \$26.00 N/A \$26.00 10% \$23.40 Child \$22.50 N/A \$22.50 10% \$20.25 Adult \$25.00 N/A \$25.00 10% \$22.50 Child \$12.50 N/A \$12.50 10% \$11.25 Adult \$40.00 N/A \$40.00 10% \$36.00 Child \$20.00 N/A \$20.00 10% \$18.00

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. AGENCY: CARTAN TOURS
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 through December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- G. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- H. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

I. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATTLE	CARTAN TOURS
Ву:	By: Juliana A
Jeremy Butzlaff	Sue Bleschmidt
General/Manager	Vice President of Operations
Date: 1/26/4	Date: Y() S
	(()

08-12/SALESG09.Cartan Tours (JS) 12/08/08



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour	,	Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	Ņ/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22,50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. AGENCY: CLIPPER NAVIGATION
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
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I. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs this Agreement.

12/08/08

GRAY LINE OF SEATTLE	CLIPPER NAVIGATION
Ву:	By: Jone Smill
Jeremy Butzlaff General Manager	Janus Smith VP, Sales & Marketing
Date: 2/26/9	Date: 26 Jebruary 2009
08-12/SALESG09.Clipper Navigation (JS)	



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	· N/A
•	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
20	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% `	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

GRAY LINE OF SEATTLE INTERNATIONAL WHOLESALER SALES AGREEMENT

- A. AGENCY: CREATIVE HOLIDAYS
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. APPLICABLE GEOGRAPHIC AREA: Australia
- E. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- F. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- G. <u>FINAL PAYMENT DUE DATE</u>: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- H. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- I. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

- J. <u>LEGAL REQUIREMENTS</u>: AGENCY shall be solely responsible for posting or otherwise providing, at its own expense, any bonds or other financial guarantees of performance required under the laws or other requirements in the APPLICABLE GEOGRAPHIC AREA and further for complying with the requirements of all laws and regulations in the APPLICABLE GEOGRAPHIC AREA. In the event any documentation provided by Gray Line to passengers must be supplemented or revised in order to reflect the requirements of such laws and regulations, AGENCY will so advise Gray Line whereupon Gray Line will provide such supplements or revisions.
- K. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs of	ins Agreement.
GRAY LINE OF SEATTLE	CREATIVE HOLIDAYS
By:	By
Jeremy Britzlaff	Mia Jorgensen,
General Manager	Product Manager North America
Date:	Date: 129, 2009

08-12/SALESG08.Creative Holidays (JS) 12/23/08



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour	•	Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	· N/A
· · · · · · · · · · · · · · · · · · ·	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A .
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. AGENCY: CRUISE WEST
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- G. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- H. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

I. INCLUSIONS/ROSTER: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATTLE

Ву:____

Jeremy Buzlatt General Manager

Date: 2

08-12/SALESG09.Cruise West (JS) 12/12/08

CRUISE WEST

Troy Campbell Product Manager

Date: Feb 18, 2009



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	· N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11,25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or vou will be billed for One-Way transfers	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

See Product Sheet for more details

GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. AGENCY: DESTINATION AMERICA
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- G. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- H. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

I. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEAPPLE	DESTINATION AMERICA
Ву:	By: Affahrif L
Jeremy Butzlaff	Dean Cyriss,
General Manager	Product Manager
Date: $1/5/9$	Date: 12/23/05
08-12/SALESG09. Destination America (J\$) 12/08/08	



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	· N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

See Product Sheet for more details

GRAY LINE OF SEATTLE INTERNATIONAL WHOLESALER SALES AGREEMENT

- A. AGENCY: DISCOVER HOLIDAYS
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. APPLICABLE GEOGRAPHIC AREA: Canada
- E. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- F. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- G. <u>FINAL PAYMENT DUE DATE</u>: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- H. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
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prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

- J. <u>LEGAL REQUIREMENTS</u>: AGENCY shall be solely responsible for posting or otherwise providing, at its own expense, any bonds or other financial guarantees of performance required under the laws or other requirements in the APPLICABLE GEOGRAPHIC AREA and further for complying with the requirements of all laws and regulations in the APPLICABLE GEOGRAPHIC AREA. In the event any documentation provided by Gray Line to passengers must be supplemented or revised in order to reflect the requirements of such laws and regulations, AGENCY will so advise Gray Line whereupon Gray Line will provide such supplements or revisions.
- K. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATTLE	DISCOVER HOLIDAYS
By:	By: Parkiester
Jeremy Butzlaff General Manager	Gary Duffy / Patries Lips Owner Product Manager
Date: 1/28/9	Date:

09-01/SALESG09.Discover Holidays (JS) 01/16/09



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax _9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

GRAY LINE OF SEATTLE INTERNATIONAL WHOLESALER SALES AGREEMENT

- A. AGENCY: FLIGHT CENTRE GLOBAL PRODUCT
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. APPLICABLE GEOGRAPHIC AREA: Australia
- E. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
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- G. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- H. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
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DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATITIE	FLIGHT CENTRE GLOBAL PRODUCT
Ву:	Ву:
Jeremy Butzlefii General Manager	Maria Ferro TAMI BREADNER Product Manager Co Ovalinator
Date: 4/2/5	Date: 22/04/09

08-12/SALSEG09.Flight Centre Global (JS) 12/08/08



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	· N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	Ņ/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A
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All Rates Quoted in US Dollars, Children are 12 years and younger. Prices subject to change.

See Product Sheet for more details

GRAY LINE OF SEATTLE INTERNATIONAL WHOLESALER SALES AGREEMENT

- A. AGENCY: FLIGHT CENTRE GLOBAL PRODUCT
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. APPLICABLE GEOGRAPHIC AREA: Australia
- E. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- F. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
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- J. <u>LEGAL REQUIREMENTS</u>: AGENCY shall be solely responsible for posting or otherwise providing, at its own expense, any bonds or other financial guarantees of performance required under the laws or other requirements in the APPLICABLE GEOGRAPHIC AREA and further for complying with the requirements of all laws and regulations in the APPLICABLE GEOGRAPHIC AREA. In the event any documentation provided by Gray Line to passengers must be supplemented or revised in order to reflect the requirements of such laws and regulations, AGENCY will so advise Gray Line whereupon Gray Line will provide such supplements or revisions.
- K. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs this Agreement.

	·- ·
GRAY LINE OF SECTIFIE	FLIGHT CENTRE GLOBAL PRODUCT
By:	By: Maria Ferra TANAI BREADNER
Jeremy Butzlaff General Manager	Maria Ferro TAMI BREADNER Product Manager Co Ordinator
Date: 4/21/5	Date: 22/04/09
Date: 4/21/5	Date: 22/04/09

08-12/SALSEG09.Flight Centre Global (JS) 12/08/08



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9,50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
Donato III - Sapotto Acousta Arep	Child	\$16.50	N/A	\$16.50	10%	\$1 4.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12 .50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

See Product Sheet for more details

GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. AGENCY: FM TOURS
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: March 1, 2009 December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- G. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- H. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

I. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs this Agreement.

09-04/SALESG09.FM Tours (JS)

04/01/09

GRAY LINE OF SEATTLE	FM TOURS/
By: Jeremy Buttlast	By: Michael Marzano
General Manager	Director of Product Development
Date: 4/20/9	Date: 4/14/09



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour	•	Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	· N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	Ņ/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
See Product Sheet for more details Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

See Product Sheet for more details

GRAY LINE OF SEATTLE INTERNATIONAL WHOLESALER SALES AGREEMENT

- A. <u>AGENCY</u>: FTI NORTH AMERICA
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation 6/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. <u>APPLICABLE GEOGRAPHIC AREA</u>: Germany
- E. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- F. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- G. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- H. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- I. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that \GENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

12/12/08

- J. <u>LEGAL REQUIREMENTS</u>: AGENCY shall be solely responsible for posting or otherwise providing, at its own expense, any bonds or other financial guarantees of performance required under the laws or other requirements in the APPLICABLE GEOGRAPHIC AREA and further for complying with the requirements of all laws and regulations in the APPLICABLE GEOGRAPHIC AREA. In the event any documentation provided by Gray Line to passengers must be supplemented or revised in order to reflect the requirements of such laws and regulations, AGENCY will so advise Gray Line whereupon Gray Line will provide such supplements or revisions.
- K. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party s	signs this Agreement.
GRAY LINE OF STATUE	FTI NORTH AMERICA
Ву:	By:
Jeremy Byzlaff General Manager	Dan Winston Product Manager
Date: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Date: 8 = 3 - 6 7
08-12/SALESG09.FTI North America (JS)	·



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net_w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	. Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	, N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	· N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

See Product Sheet for more details

GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. AGENCY: GLOBUS & COSMOS
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- G. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- H. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

DATED as of the last date on which either party signs this Agreement.

12/12/08

GRAY LINE OF STATTLE	GLOBUS & COSMOS
Ву:	By Chambert
Jeremy Buzzlaff	Angie Chamberlin
General Manager	Contractor of Services
1/20/0	1-110-09
Date:	Date: 1-10-01
08-12/SALESG09 Globus Cosmos (IS)	



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9,50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	· N/A
•	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

See Product Sheet for more details

GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. AGENCY: HOTELBEDS ACCOMMODATION & DESTINATION SERVICES
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- G. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- H. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATTLE By: /29 9	HOTELBEDS ACCOMMODATION & DESTINATION SERVICES By: Ol Ounder
Jeremy Butteraff,	Christine Adhiambo,
General Ma da ger	Extras & Transfer Coordinator ROU
Date:	Date: 1 20 9
08-12/SALESG09.Hotelbeds (JS) 12/23/08	



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 - Wholesaler

Tour		Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Nét w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
•	Child	\$16.50	N/A	\$16.50	10%	\$1,4.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or von will be hilled for One-Way transfers	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

See Product Sheet for more details

Revised: 4/21/2009, 12:27 PM

Gray Line of Seattle

GRAY LINE OF SEATTLE INTERNATIONAL WHOLESALER SALES AGREEMENT

- A. <u>AGENCY</u>: IACE TRAVEL
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: April 1, 2009 December 31, 2009
- D. APPLICABLE GEOGRAPHIC AREA: Japan
- E. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- F. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- G. <u>FINAL PAYMENT DUE DATE</u>: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- H. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- I. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the



09-04/SALESG09.IACE Travel (JS)

04/09/09

prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

- J. <u>LEGAL REQUIREMENTS</u>: AGENCY shall be solely responsible for posting or otherwise providing, at its own expense, any bonds or other financial guarantees of performance required under the laws or other requirements in the APPLICABLE GEOGRAPHIC AREA and further for complying with the requirements of all laws and regulations in the APPLICABLE GEOGRAPHIC AREA. In the event any documentation provided by Gray Line to passengers must be supplemented or revised in order to reflect the requirements of such laws and regulations, AGENCY will so advise Gray Line whereupon Gray Line will provide such supplements or revisions.
- K. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF STATUE	IACE TRAVEL
Ву:	By:
Jeremy Buzzlan General Manager	Sachiko Tani Product Manager
Date: 4/20/4	Date: 4/15/07
•	· ·



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour	·	Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	· N/A
· · · · · · · · · · · · · · · · · · ·	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	Ņ/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. AGENCY: KNIGHTLY TRAVEL SERVICE, INC., d/b/a KNIGHTLY TOURS
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- G. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- H. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

DATED as of the last date on which either party signs this Agreement.

12/12/08

GRAY LINE OF SEATTLE	KNIGHTLY TRAVEL—SERVICE, INC. d/b/a KNIGHTLY TOURS
By Towns Hutrief	By: William C. Pedlar
Jeremy Butzlaff General Manager	COO
Date: 1/2/2	Date: 12/12/2001
08-12/SALESG09.Knightly Tours (JS)	



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 - Wholesaler

Tour		Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	N/A
•	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23,40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% \	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

See Product Sheet for more details

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. AGENCY: TICKETSWITCH, a Seatem Group Co.
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- G. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- H. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

DATED as of the last date on which either party signs this Agreement.

01/16/09

GRAY LINE OF SEATPLE	TICKETSWITCH, a Seatem Group Co.
ву:	By: W. Miched Mal
Jeremy Butzlaff	Michael Ural (
General Manager	Director of Business Development
1/28/4	Date: 1-23-09
Date:	Date: 1-25-07
09-01/SALESG09.Ticketswitch (JS)	-



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9,50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	· N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% 、	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

GRAY LINE OF SEATTLE INTERNATIONAL WHOLESALER SALES AGREEMENT

- A. AGENCY: VIATOR
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. APPLICABLE GEOGRAPHIC AREA: Australia
- E. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- F. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- G. <u>FINAL PAYMENT DUE DATE</u>: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- H. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- I. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

- J. <u>LEGAL REQUIREMENTS</u>: AGENCY shall be solely responsible for posting or otherwise providing, at its own expense, any bonds or other financial guarantees of performance required under the laws or other requirements in the APPLICABLE GEOGRAPHIC AREA and further for complying with the requirements of all laws and regulations in the APPLICABLE GEOGRAPHIC AREA. In the event any documentation provided by Gray Line to passengers must be supplemented or revised in order to reflect the requirements of such laws and regulations, AGENCY will so advise Gray Line whereupon Gray Line will provide such supplements or revisions.
- K. <u>INCLUSIONS/ROSTER</u>: This Agreement includes the Basic Terms and Conditions attached hereto. AGENCY shall include with this signed Agreement a copy of an updated roster of agencies that book Gray Line products through AGENCY.

DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATTLE	VIATOR					
By:	By:					
Jeremy Butzlaff	Phillipa Harrison					
General Manager	Vice President					
Date:	Date:					
08-12/SALESG09. Viator (JS)						



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9.50%	Retail with Tax	- Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	· N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
	Child	\$16,50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	· N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "Onc-Way" or "Round Trip" or you will be billed for One-Way transfers	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

Ali Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

See Product Sheet for more details

GRAY LINE OF SEATTLE WHOLESALER SALES AGREEMENT

- A. AGENCY: YANKEE HOLIDAYS / MTL VACATIONS
- B. <u>GRAY LINE</u>: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 December 31, 2009
- D. <u>COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT</u>: Pricing of Gray Line tour products to AGENCY will be on a net price basis. Gray Line will advise AGENCY annually of net prices applicable to each year. Charter pricing will be quoted by Gray Line upon request. From time to time, Gray Line may advise AGENCY of net pricing for additional Gray Line products. This Agreement only applies to Gray Line products as to which Gray Line has specified to AGENCY a net price.
- E. <u>WAIVER OF DEPOSIT REQUIREMENTS</u>: Deposit requirements are waived as to AGENCY.
- F. FINAL PAYMENT DUE DATE: Upon receipt of invoice. Payment by AGENCY check or wire transfer along with an accurate AGENCY manifest of the previous month's passengers are due within 30 days of receipt of invoice by AGENCY. Any bank charges associated with wire transfer payments will be paid by AGENCY. Overdue amounts accrue interest from the date originally due until paid at the rate of the lesser of one and a half percent (1.5%) per month or the highest lawful rate. AGENCY will be responsible for costs of collection incurred by Gray Line as to overdue amounts, including reasonable attorneys' fees. Gray Line may decline to provide the tours under this Agreement during any period in which there exists overdue amounts from AGENCY.
- G. <u>VOUCHERS AND ADVANCED RESERVATIONS</u>: All roundtrip Downtown Airporter vouchers must state that they are either Part I or Part II of a roundtrip ticket, otherwise AGENCY will be billed for the booking as a one-way ticket. All Gray Line products, excluding the Double Decker and Downtown Airporter, must be reserved in advanced for specific dates and/or times.
- H. <u>LIMITATION ON WHOLESALING</u>: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups of travel agencies or to entities or umbrella organizations acting on behalf of multiple retail travel agencies. Without limiting the generality of the foregoing, the prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

DATED as of the last date on which either party signs this Agreement.

12/12/08

GRAY LINE OF SEATTLE	YANKEE HOLIDAYS / MTL VACATIONS				
By:	By: Malthe & Spelots				
Jeremy/Butzlaff	Matthew Speliotis				
General Manager	Product Manager				
Date: 1/5/9	Date: _/2-22-08				
08-12/SALESG09.Yankee Holidays (JS)					



Sightseeing, Downtown Airporter & Cruise Express Tariff 2009 – Wholesaler

Tour		Retail Rate	Tax 9.50%	Retail with Tax	Commission	Net Rate	Net w/Tax
Downtown Airporter One Way	Adult	\$10.00	N/A	\$10.00	10%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Downtown Airporter Round Trip	Adult	\$20.00	N/A	\$20.00	10%	\$18.0 0	N/A
	Child	\$16.50	N/A	\$16.50	10%	\$14.85	N/A
Downtown Airporter One Way	Adult	\$13.00	N/A	\$13.00	10%	\$11.70	N/A
With Connector	Child	\$11.25	N/A	\$11.25	10%	\$10.13	N/A
Downtown Airporter Round Trip	Adult	\$26.00	N/A	\$26.00	10%	\$23.40	N/A
With Connector	Child	\$22.50	N/A	\$22.50	10%	\$20.25	N/A
Cruise Express One Way	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details	Child	\$12.50	N/A	\$12.50	10% ` .	\$11.25	N/A
Cruise Express Round Trip	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
Service to Holland America and Princess ONLY Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

All Rates Quoted in US Dollars. Children are 12 years and younger. Prices subject to change.

See Product Sheet for more details