

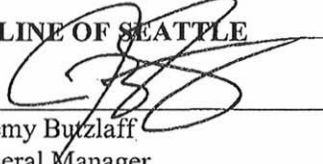
**GRAY LINE OF SEATTLE
WHOLESALE SALES AGREEMENT**

- A. AGENCY: ALLIED TOUR PROFESSIONALS
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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. WAIVER OF DEPOSIT REQUIREMENTS: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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. LIMITATION ON WHOLESALING: 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

By: 
Jeremy Butzlaff
General Manager

Date: 5/1/09

ALLIED TOUR PROFESSIONALS

By: 
Oliver Krieg
Product Manager

Date: 1/19/09

08-12/SALESG09.Allied Tour Professionals (JS)
12/02/08

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02


**GRAY LINE OF SEATTLE
WHOLESALE SALES AGREEMENT**

- A. AGENCY: ALASKA AIRLINES VACATIONS
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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. WAIVER OF DEPOSIT REQUIREMENTS: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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 SEATTLE

By: _____

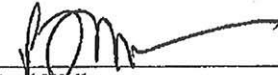

Jeremy Butzloff
General Manager

Date: _____

4/21/9

ALASKA AIRLINES VACATIONS

By: _____


Brad Walker
Managing Director of Leisure Marketing

Date: _____

12.11.08

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

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

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Prices subject to change.

11 18% 9.02

**GRAY LINE OF SEATTLE
INTERNATIONAL WHOLESALER SALES AGREEMENT**

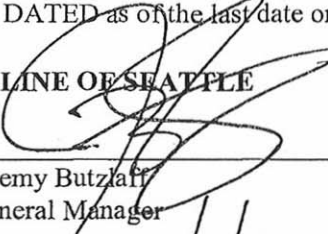
- A. AGENCY: CAL TRAVEL INTERNATIONAL
- B. GRAY LINE: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 – December 31, 2009
- D. APPLICABLE GEOGRAPHIC AREA: Canada
- E. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: Pricing of Gray 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. WAIVER OF DEPOSIT REQUIREMENTS: Deposit requirements are waived as to AGENCY.
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- H. VOUCHERS AND ADVANCED RESERVATIONS: 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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J. LEGAL REQUIREMENTS: 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. 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.

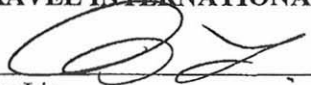
DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATTLE

By: 
Jeremy Butzlaff
General Manager

Date: 1/9/09

CAL TRAVEL INTERNATIONAL

By: 
Alice Lin
Regional Director

Date: Dec. 11, 2008

08-12/SALESG09.CAL Travel International (JS)
12/02/08

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02


**GRAY LINE OF SEATTLE
WHOLESALE SALES AGREEMENT**

- A. AGENCY: CARTAN TOURS
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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. WAIVER OF DEPOSIT REQUIREMENTS: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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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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.

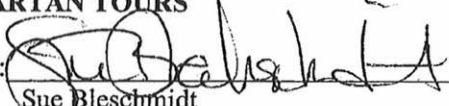
DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATTLE

By: 
Jeremy Butzlaff
General Manager

Date: 1/26/09

CARTAN TOURS

By: 
Sue Bleschmidt
Vice President of Operations

Date: 1/14/09

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

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

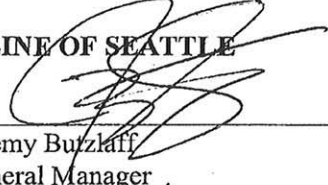
**GRAY LINE OF SEATTLE
WHOLESALE SALES AGREEMENT**

- A. AGENCY: CLIPPER NAVIGATION
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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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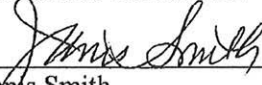
DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATTLE

By: 
Jeremy Buzklaff
General Manager

Date: 2/26/9

CLIPPER NAVIGATION

By: 
James Smith
VP, Sales & Marketing

Date: 26 February 2009

08-12/SALESG09.Clipper Navigation (JS)
12/08/08

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

**GRAY LINE OF SEATTLE
INTERNATIONAL WHOLESALER SALES AGREEMENT**

- A. AGENCY: CREATIVE HOLIDAYS
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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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GRAY LINE OF SEATTLE

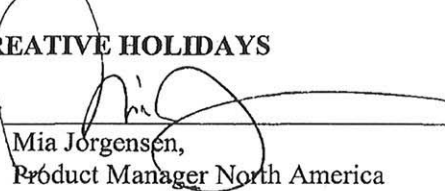
By: _____


Jeremy Butzlaff
General Manager

Date: _____

CREATIVE HOLIDAYS

By: _____


Mia Jorgensen,
Product Manager North America

Date: JAN 29, 2009

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

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
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Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A

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Prices subject to change.

11 18% 9.02

**GRAY LINE OF SEATTLE
INTERNATIONAL WHOLESALER SALES AGREEMENT**

- A. AGENCY: DISCOVER HOLIDAYS
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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. WAIVER OF DEPOSIT REQUIREMENTS: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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. LIMITATION ON WHOLESALING: 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

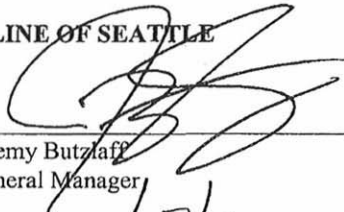
prior written consent of Gray Line is required for marketing to: (1) travel agency consortia headquarters; or (2) national or regional headquarters offices for travel agency groups.

J. LEGAL REQUIREMENTS: 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. 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.

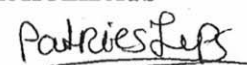
DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATTLE

By: 
Jeremy Butzlaff
General Manager

Date: 1/28/9

DISCOVER HOLIDAYS

By: 
Gary Duffy / Patries Lips
Owner Product Manager

Date: _____

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

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

**GRAY LINE OF SEATTLE
WHOLESALE SALES AGREEMENT**

- A. AGENCY: CRUISE WEST
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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. WAIVER OF DEPOSIT REQUIREMENTS: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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. LIMITATION ON WHOLESALING: 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

By: _____

Jeremy Butzlaff
General Manager

Date: _____

2/18/09

CRUISE WEST

By: _____

Troy Campbell
Product Manager

Date: _____

Feb 18, 2009

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

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

GRAY LINE OF SEATTLE WHOLESALE SALES AGREEMENT

- A. AGENCY: DESTINATION AMERICA
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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. WAIVER OF DEPOSIT REQUIREMENTS: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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. LIMITATION ON WHOLESALING: 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

By: [Signature]
Jeremy Butzlaff
General Manager

Date: 1/5/9

DESTINATION AMERICA

By: [Signature]
Dean Cuhiss,
Product Manager

Date: 12/23/05

08-12/SALESG09.Destination America (JS)
12/08/08

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

**GRAY LINE OF SEATTLE
INTERNATIONAL WHOLESALE SALES AGREEMENT**

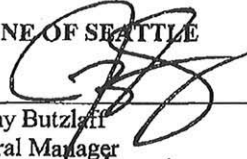
- A. AGENCY: FLIGHT CENTRE GLOBAL PRODUCT
- B. GRAY LINE: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 – December 31, 2009
- D. APPLICABLE GEOGRAPHIC AREA: Australia
- E. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: Pricing 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. WAIVER OF DEPOSIT REQUIREMENTS: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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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J. LEGAL REQUIREMENTS: 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. 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.

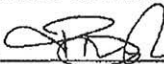
DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATTLE

By: 
Jeremy Butzlaff
General Manager

Date: 4/21/09

FLIGHT CENTRE GLOBAL PRODUCT

By: 
~~Maria Ferro~~ TAMI BREADNER
Product Manager Co Ordinator

Date: 22/04/09

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

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

**GRAY LINE OF SEATTLE
INTERNATIONAL WHOLESALER SALES AGREEMENT**

- A. AGENCY: FTI NORTH AMERICA
- B. GRAY LINE: 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: Germany
- E. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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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K. 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

By: _____

Jeremy Butzlaff
General Manager

Date: _____

8/6/9

FTI NORTH AMERICA

By: _____

Dan Winston
Product Manager

Date: _____

8-3-09

08-12/SALESG09.FTI North America (JS)
12/12/08

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

**GRAY LINE OF SEATTLE
WHOLESALE SALES AGREEMENT**

A. AGENCY: FM TOURS

B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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. WAIVER OF DEPOSIT REQUIREMENTS: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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.

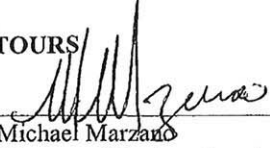
H. LIMITATION ON WHOLESALING: It is the intent of the parties that AGENCY will limit its wholesale activities to individual retail travel agencies. Accordingly, other than with the prior written consent of Gray Line, AGENCY is precluded from wholesaling Gray Line products to other wholesalers or to groups 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
By: 
Jeremy Butzlaff
General Manager

Date: 4/20/09

FM TOURS
By: 
Michael Marzano
Director of Product Development

Date: 4/14/09

09-04/SALESG09.FM Tours (JS)
04/01/09

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **Service to Holland America and Princess ONLY**	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details							
Cruise Express Round Trip **Service to Holland America and Princess ONLY**	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	Child	\$20.00	N/A	\$20.00	10%	\$18.00	N/A
Voucher MUST state "One-Way" or "Round Trip" or you will be billed for One-Way transfers See Product Sheet for more details							

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

11 18% 9.02

**GRAY LINE OF SEATTLE
WHOLESALE SALES AGREEMENT**

- A. AGENCY: GLOBUS & COSMOS
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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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- 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. VOUCHERS AND ADVANCED RESERVATIONS: 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. LIMITATION ON WHOLESALING: 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

By: _____
Jeremy Butzlaff
General Manager

Date: 1/26/09

GLOBUS & COSMOS

By: _____
Angie Chamberlin
Contractor of Services

Date: 1-16-09

08-12/SALESG09.Globus Cosmos (JS)
12/12/08

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

GRAY LINE OF SEATTLE WHOLESALE SALES AGREEMENT

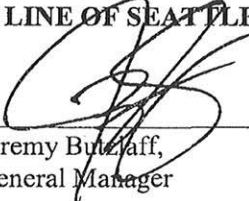
- A. AGENCY: HOTELBEDS ACCOMMODATION & DESTINATION SERVICES
- B. GRAY LINE: refers to Evergreen Trails, Inc., a Washington corporation d/b/a Gray Line of Seattle.
- C. SALES PERIOD: January 1, 2009 – December 31, 2009
- D. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: Pricing of Gray Line tour products 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. WAIVER OF DEPOSIT REQUIREMENTS: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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. LIMITATION ON WHOLESALING: 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

By: _____

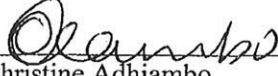

Jeremy Butzaff,
General Manager

1/29/9

Date: _____

**HOTELBEDS ACCOMMODATION &
DESTINATION SERVICES**

By: _____


Christine Adhiambo,
Extras & Transfer Coordinator ROU

Date: _____

1/20/9

08-12/SALESG09.Hotelbeds (JS)
12/23/08

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

Gray Line of Seattle

A Division of Holland America Line

GRAY LINE OF SEATTLE INTERNATIONAL WHOLESALER SALES AGREEMENT

- A. AGENCY: IACE TRAVEL
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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. WAIVER OF DEPOSIT REQUIREMENTS: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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. LIMITATION ON WHOLESALING: 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. LEGAL REQUIREMENTS: 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. 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

IACE TRAVEL

By: [Signature]
Jeremy Butzkin
General Manager

By: [Signature]
Sachiko Tani
Product Manager

Date: 4/20/09

Date: 4/15/09

09-04/SALESG09.IACE Travel (JS)
04/09/09

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

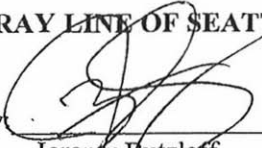
**GRAY LINE OF SEATTLE
WHOLESALE SALES AGREEMENT**

- A. AGENCY: KNIGHTLY TRAVEL SERVICE, INC., d/b/a KNIGHTLY TOURS
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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. WAIVER OF DEPOSIT REQUIREMENTS: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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. LIMITATION ON WHOLESALING: 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.

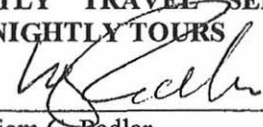
GRAY LINE OF SEATTLE

By: 

Jeremy Butzlaff
General Manager

Date: 12/22/08

**KNIGHTLY TRAVEL SERVICE, INC.,
d/b/a KNIGHTLY TOURS**

By: 

William C. Pedlar
COO

Date: 12/12/2008

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

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

**GRAY LINE OF SEATTLE
WHOLESALE SALES AGREEMENT**

- A. AGENCY: TICKETSWITCH, a Seatem Group Co.
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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. VOUCHERS AND ADVANCED RESERVATIONS: 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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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

By: [Signature]
Jeremy Butzlaff
General Manager

Date: 1/29/09

TICKETSWITCH, a Seatem Group Co.

By: [Signature]
Michael Ural
Director of Business Development

Date: 1-23-09

09-01/SALESG09.Ticketswitch (JS)
01/16/09

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

11 18% 9.02

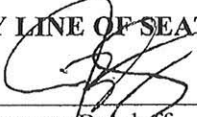
GRAY LINE OF SEATTLE WHOLESALE SALES AGREEMENT

- A. AGENCY: YANKEE HOLIDAYS / MTL VACATIONS
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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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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.

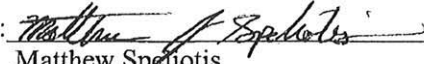
DATED as of the last date on which either party signs this Agreement.

GRAY LINE OF SEATTLE

By: 
Jeremy Butzlaff
General Manager

Date: 1/5/9

YANKEE HOLIDAYS / MTL VACATIONS

By: 
Matthew Speliotis
Product Manager

Date: 12-22-08

08-12/SALESG09.Yankee Holidays (JS)
12/12/08

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
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	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.

11 18% 9.02

**GRAY LINE OF SEATTLE
INTERNATIONAL WHOLESALER SALES AGREEMENT**

- A. AGENCY: VIATOR
- B. GRAY LINE: 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. COVERAGE OF AGREEMENT/NET PRICING ARRANGEMENT: 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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- H. VOUCHERS AND ADVANCED RESERVATIONS: 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. LIMITATION ON WHOLESALING: 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. LEGAL REQUIREMENTS: 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. 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

VIATOR

By: _____
Jeremy Butzlaff
General Manager

By: _____
Phillipa Harrison
Vice President

Date: _____

Date: _____

08-12/SALESG09.Viator (JS)
12/12/08

GRAY LINE OF SEATTLE



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	\$11.00	N/A	\$11.00	18%	\$9.00	N/A
	Child	\$8.25	N/A	\$8.25	10%	\$7.43	N/A
Cruise Express One Way **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	Adult	\$25.00	N/A	\$25.00	10%	\$22.50	N/A
	Child	\$12.50	N/A	\$12.50	10%	\$11.25	N/A
Cruise Express Round Trip **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	Adult	\$40.00	N/A	\$40.00	10%	\$36.00	N/A
	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.

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