January 1, 2015

Title. FirstName Last Name

RE: TERMINATION OF GRAY LINE LICENSE

Dear Title. LastName:

The purpose of this letter is to provide written confirmation of the decision by the Board of Directors of the Gray Line Corporation ("GRAY LINE") to terminate the License Agreement with Legal Name of Licensee (E.G. XYZ Corporation, Inc.). ("COMPANY"). This termination of the Gray Line License, and any associated Sublicenses, is effective January 1, 2015 (Effective Date"). The electronic mailing of this notice shall operate as relinquishment by COMPANY of the its interest in GRAY LINE and all rights and privileges conferred thereby as of the effective date.

Please be advised this Termination of License ends any association between GRAY LINE and COMPANY. This termination further ends any association between GRAY LINE and any of the aforementioned Sublicensees associated with COMPANY. The Gray Line name and trademarks, service marks and logotypes ("Marks") are the sole property of GRAY LINE and may only be used by a duly authorized and approved Licensee or Sublicensee.

This Termination of License further ends the right of COMPANY to use any GRAY LINE systems or web sites, including the TourCMS reservation system provided to COMPANY under sublicense by GRAY LINE. All product content and data contained within the systems is the sole property of GRAY LINE and may only be used by a duly authorized Licensee. Notwithstanding the foregoing, GRAY LINE will release and make available all product data contained within the systems so long as COMPANY has complied with all terms and conditions of this Termination of License Confirmation Letter and the Governing Documents.

Pursuant to the agreed-upon Terms and Conditions of the GRAY LINE License Agreement and Governing Documents, COMPANY and any prior Sublicensees agree to comply with the provisions of this Termination of License Confirmation through immediate action, including, but not limited to:

1. Making payment in full of any and all Royalties, Fees and other charges due and owing to GRAY LINE as of the effective date and as detailed on the attached final account statement; and
2. Removing the GRAY LINE name, logo and Marks from any and all web sites operated directly or indirectly, including third-party, affiliate or customer sites, where GRAY LINE's name and/or Marks may be displayed in any form; and

Gray Line Corporation, Inc.
1835 Gaylord Street Denver, Colorado 80206 USA
Tel. (303) 394-6920 Fax (303) 394-6950 Email: Info@grayline.com

3. Transferring the registration for any Uniform Resource Locator ("URL") or other electronic identifier and/or domain that includes the words "Gray Line" (e.g., GrayLineABC.com) to GRAY LINE for any web sites controlled directly or indirectly by COMPANY, including any third-party, affiliate or customer sites.
4. Discontinuing any and all future use of the words "Gray Line" in any search engine or other digital marketing, social media, advertising or optimization programs for any web sites controlled directly or indirectly by COMPANY, including any third-party, affiliate or customer sites.
5. Discontinuing any and all current or future use of the GRAY LINE Marks including, but not limited to GRAY LINE, FIND A REASON TO GO, SIGHT-SEEING EXCELLENCE WORLDWIDE, TRULY, THE LOCAL EXPERT, BLUE DIAMOND COLLECTION and/or the GRAY LINE DIAMOND LOGO, or any variations similar thereto in any form whatsoever, including but not limited to web sites, advertising, social media, promotions, collateral, merchandise, business signage, business cards, uniforms, vehicles email signatures and electronic correspondence.

In the event that COMPANY does not comply with the provisions of this Termination of License Confirmation or the Governing Documents, GRAY LINE reserves the right to pursue all available legal and equitable remedies to enjoin and restrain any continued unauthorized use of its trademarks.

Please notify the GRAY LINE in writing once you have completed the requirements stipulated in this letter.

We wish you and your team the very best in your future endeavors and operations.

Sincerely,

Brad Weber
President and CEO

January 1, 2015

Title. FirstName Last Name

RE: RESIGNATION and TERMINATION OF LICENSE CONFIRMATION

Dear Title. LastName:

The purpose of this letter is to provide written confirmation of the decision by Legal Name of Licensee (E.G. XYZ Corporation, Inc.). ("COMPANY"), to resign from the Gray Line Corporation ("GRAY LINE") and surrender its License for Name of Licensed Territory. Such resignation terminates the Gray Line License, and any associated Sublicenses, effective January 1, 2015 (Effective Date"). The electronic mailing of this notice shall operate as relinquishment by COMPANY of the its interest in GRAY LINE and all rights and privileges conferred thereby as of the effective date.

Please be advised this Termination of License ends any association between GRAY LINE and COMPANY. This termination further ends any association between GRAY LINE and any of the aforementioned Sublicenses associated with COMPANY. The Gray Line name and trademarks, service marks and logotypes ("Marks") are the sole property of GRAY LINE and may only be used by a duly authorized and approved Licensee or Sublicensee.

This Termination of License further ends the right of COMPANY to use any GRAY LINE systems or web sites, including the the TourCMS reservation system provided to COMPANY under sublicense by GRAY LINE. All product content and data contained within the systems is the sole property of GRAY LINE and may only be used by a duly authorized Licensee. Notwithstanding the foregoing, GRAY LINE will release and make available all product data contained within the systems so long as COMPANY has complied with all terms and conditions of this Termination of License Confirmation Letter and the Governing Documents.

Pursuant to the agreed-upon Terms and Conditions of the GRAY LINE License Agreement and Governing Documents, COMPANY and any prior Sublicensees agree to comply with the provisions of this Termination of License Confirmation through immediate action, including, but not limited to:

1. Making payment in full of any and all Royalties, Fees and other charges due and owing to GRAY LINE as of the effective date and as detailed on the attached final account statement; and
2. Removing the GRAY LINE name, logo and Marks from any and all web sites operated directly or indirectly, including third-party, affiliate or customer sites, where GRAY LINE's name and/or Marks may be displayed in any form; and

3. Transferring the registration for any Uniform Resource Locator ("URL") or other electronic identifier and/or domain that includes the words "Gray Line" (e.g., GrayLineABC.com) to GRAY LINE for any web sites controlled directly or indirectly by COMPANY, including any third-party, affiliate or customer sites.
4. Discontinuing any and all future use of the words "Gray Line" in any search engine or other digital marketing, social media, advertising or optimization programs for any web sites controlled directly or indirectly by COMPANY, including any third-party, affiliate or customer sites.
5. Discontinuing any and all current or future use of the GRAY LINE Marks including, but not limited to GRAY LINE, FIND A REASON TO GO, SIGHT-SEEING EXCELLENCE WORLDWIDE, TRULY, THE LOCAL EXPERT, BLUE DIAMOND COLLECTION and/or the GRAY LINE DIAMOND LOGO, or any variations similar thereto in any form whatsoever, including but not limited to web sites, advertising, social media, promotions, collateral, merchandise, business signage, business cards, uniforms, vehicles email signatures and electronic correspondence.

In the event that COMPANY does not comply with the provisions of this Termination of License Confirmation or the Governing Documents, GRAY LINE reserves the right to pursue all available legal and equitable remedies to enjoin and restrain any continued unauthorized use of its trademarks.

Please notify the GRAY LINE in writing once you have completed the requirements stipulated in this letter.

We wish you and your team the very best in your future endeavors and operations.

Sincerely,

Brad Weber
President and CEO