



BULKY DOCUMENTS

(Exceeds 100 pages)

Proceeding/Serial No: **91190886**

Filed: 12/17/2010

Title: **APPLICANT'S FIRST NOTICE OF RELIANCE**

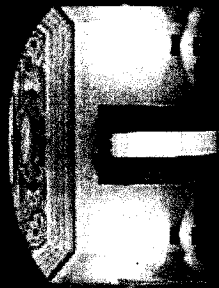
Part **2** of **2**

91190886

Hotel Villa La Palagina Italia
Toscana

- Firenze
- Foligno Val d'Arno

Immaginate di soggiornare in una perla rinascimentale nel verde delle colline toscane immaginate di stare in Villa la Palagina e di godere di tutto questo...



Prenota

categoria:

a partire da **€ 99**

De Stefano Palace - Luxury Hotel Italia
Sicilia

- Ragusa
- Ragusa



Prenota

Ma anche si pretende la passione per le macchinazioni architettoniche dove la foga delle forme in volo nasconde fino all'ultimo il colpo di scena della prospettiva bugiarda. Bisogna essere intelligenti per venire a Ibla, una certa qualità d'animo, il gusto per i tuffi silenziosi e ardenti, i vicoli ciechi, le gravolte inuttili, le persiane sigillate su uno sguardo nero che spia. (Gesualdo Bufalino)

categoria:

a partire da **€ 98**

Hotel Il Villino Italia
Emilia R.

- Rimini
- Santarcangelo di Romagna



Prenota

Nell'entroterra romagnolo, un'antica villa ristrutturata rispettandone sia l'impianto che lo stile. Il fascino e il calore di mura con pietre a vista, archi in mattoni, soffitti con volte a botte, balconi in ferro battuto. Avvolta da un giardino in cui la poesia di oggi rende omaggio a quella di ieri. Tonino Guerra dedica una fontana al tragico amore di Paolo e Francesca.

categoria:

a partire da **€ 180**

Relais Il Cantico della Natura Italia
Umbria

- Perugia
- Magione



Prenota

Un antico casale in pietra e una proprietà completamente libera da recinzioni che si apre sul lago Trasimeno, tra olivi e pini secolari, un antico casagneo e un bosco di corbezzoli, il Cantico della Natura è un vero agriturismo: un luogo dove si può assaporare il gusto di un frutto raccolto direttamente dall'albero o passeggiare nel silenzio tra piccole lepri e fagiani che girano indisturbati.

categoria:

a partire da **€ 69**

Marignolle relais e charme

Italia

Toscana

Firenze
Firenze

Prendi

- Ordina per
- La nostra selezione
- Prezzo
- Nome

- 35 risultati
- Pagina

Nel dolce scenario delle colline fiorentine, al di là della collina di Bellosguardo, si erge il colle di Marignolle che dolcemente discende verso il torrente Greve. E qui, in un privilegiato isolamento dal frastuono della città, tra cipressi e corbezzolo, ginestre e pini, immerso nei profumi di lavanda, rosmarino, timo e nepitella, sorge il Marignolle Relais & Charme.

categoria:

a partire da € 130

INSPIRING HOTELS OF THE WORLD

• Secret Escape

• Secret Energy

• Secret Family

• Secret Stones

• Secret Taste

Duomo Hotel Italia
Emilia R.

- Rimini
- Rimini

Un'irrigante provocazione visiva, un ponte tra passato e futuro, una mescolanza di stili: un hotel unico e audace che si apre all'esterno, alla vitalità di una piccola strada nel cuore della vita notturna di Rimini. Un hotel internazionale, un'opera di design e creatività, ma anche luogo dove potersi rilassare e incontrare.

categoria:

a partire da € 240

- Chi siamo
- Faq
- Contatti

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Migliora la tua ricerca

Rimuovi il filtro:

Secret Reunion

Area geografica

30 risultati

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Arrivo Partenza

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Ricerca

Inserisci la tua ricerca

Area geografica

Europa

Australia e Pacifico

Nord America

Asia

Sextantio Albergo Diffuso · Italia
· Abruzzo

- Aquila
- S. Stefano di Sessanio

Prenota

Un patrimonio prezioso in una terra considerata di confine, che affonda le sue radici nella pastorizia e che lentamente è stata abbandonata, un luogo lontano dai percorsi turistici e una storia, la storia di un antico borgo medioevale che torna a vivere, che continua ad essere in armonia con il paesaggio circostante e che diventa teatro di un'esperienza carica di emozioni per un viaggiatore con il desiderio di conoscere.

categoria:

a partire da **€ 220**

Castel Monastero · Italia
· Toscana

- Siena
- Castelnuovo Berardenga

Prenota

Armonia, silenzio, natura, cultura, benessere e sapori: un antico borgo per chi vuole trovare tutta l'essenza della Toscana in un unico luogo.

categoria:

a partire da **€ 371**

Villa Le Maschere · Italia
· Toscana

- Firenze
- Barberino di Mugello

Prenota

Mura che hanno accolto una parte della storia d'Italia, che ospitarono re e pontefici, e artisti che la resero bella come una seducente nobildonna: un soggiorno unico, un'esperienza preziosa.

categoria:

a partire da **€ 180**

De Stefano Palace - Luxury Hotel · Italia
· Sicilia

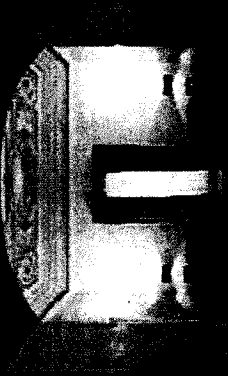
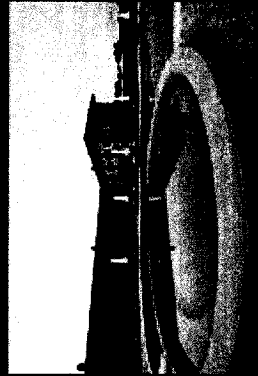
- Ragusa
- Ragusa

Prenota

Ma anche si pretende la passione per le macchinazioni architettoniche, dove la fuga delle forme in volo nasconde fino all'ultimo il colpo di scena della prospettiva bugiarda. Bisogna essere intelligenti per venire a Ibla, una certa qualità d'animo, il gusto per i tuffi silenziosi e ardenti, i vicoli ciechi, le giravolte inutili, le persiane sigillate su uno sguardo nero che spia". (Gesualdo Bufalino)

categoria:

a partire da **€ 98**



Hotelplan

Italia S.

p.

a.

Relais Bella Rosina Italia
Piemonte



Prenota

Varcando il cancello dalla parte di Fiano del Parco della Manoria a pochi chilometri dal centro di Torino e a qualche minuto dalla Reggia di Venaria ci si ritrova in un viale di campagna che attraverso un bosco secolare porta in un'esperienza in cui lasciarsi trasportare per rigenerarsi e dedicare del tempo a se stessi nell'esclusiva di un lusso oggi perduto, il silenzio.

categoria:

a partire da **€ 220**

Alter Hotel Italia
Piemonte



Prenota

Memoria e recupero: un pezzo della storia industriale, dell'attività lavorativa, è ritornato in vita con un fascino nuovo diventando anche un "contenitore di idee". Fabbrica di alcolici all'inizio del Novecento poi manifattura tessile, oggi recuperata e reinventata, un hotel che fa parte di Art Hotel che in un'atmosfera di gusto mitteleuropeo rivolge l'attenzione al design e all'arte.

categoria:

a partire da **€ 95**

Cà Sagredo Hotel Italia
Veneto



Prenota

Sarà come vivere all'epoca della Serenissima, avvolti da nobiltà e arte, storia ed eleganza. Un'area speciale circonda questa sontuosa dimora, affacciata sul Canal Grande, dove i saloni hanno ancora gli originali capolavori del Tiepolo.

categoria:

a partire da **€ 275**

Hotel Straf Italia
Lombardia



Prenota

Un hotel che nasce dall'esigenza di distaccarsi dalla impersonalità che caratterizza molti alberghi. Un'atmosfera particolare, ottenuta attraverso la fusione di materiali, colori e forme individuati con attente ricerche, un design minimalista per un luogo dove tutto è progettato rigorosamente "su misura".

categoria:

a partire da **€ 236**

Victor Stati Uniti d'America

- Florida
- Miami-Dade
- Miami

Nella capitale della mondanità, sulla leggendaria Ocean Drive, a due passi da quella che un tempo era la villa di Gianni Versace e di fronte alle spiagge di South Beach, un hotel che è parte integrante del mito di Miami. Lusso sfrenato, divertimento e bella vita, stravaganza e trasgressione.

categoria:

a partire da **€ 215**

Prenota

- Ordina per
 - La nostra selezione
 - Prezzo
 - Nome
- 30 risultati
 - Pagina
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Migliora la tua ricerca

Rimuovi il filtro:

Secret Stones

Area geografica

[mapsearch]

Arrivo Partenza

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Ricerca

Inserisci la tua ricerca

Area geografica

Europa

Sud America

Africa

Asia

Nord America

America Centrale e Caraibi

INSPIRING HOTELS OF THE WORLD

Secret Escape

Secret Energy

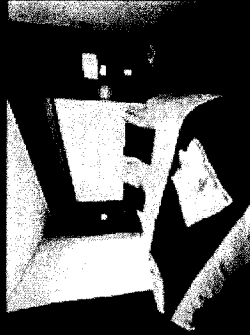
Secret Family

Secret Reunion

Risultati per pagina 10 | 20 | 50

55 risultati
Pagina

Secret Taste



Prenota

Purobaire Hotel Boutique

Argentina

Buenos Aires

- Buenos Aires
- Buenos Aires

Circondato da famosi ristoranti e da importanti gallerie d'arte, in una posizione strategica nel cuore di uno dei più rinomati quartieri di Buenos Aires, Palermo Soho, un sofisticato e lussuoso hotel con standard elevati e un'atmosfera accogliente.

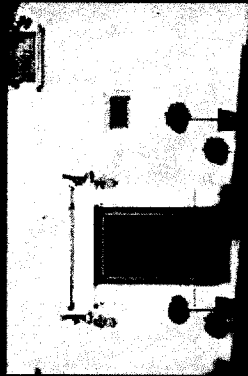
categoria:

a partire da € 149



Prenota

- Italia
- Campania
- Napoli
- Napoli



Un accogliente struttura con una grande propensione per l'arte contemporanea nascosta all'interno di un palazzo del 600 a breve distanza dal mare.

categoria:

a partire da € 165

- Spagna
- Isole Baleari

Prenota



Costruito sulle colline di Maiorca all'interno di un antico monastero il Son Brull Hotel & Spa è un meraviglioso rifugio dove si respira un'atmosfera magica.

categoria:

a partire da € 253

- Spagna
- Pirenei

Prenota



- Huesca
- Tramacedilla De Tena

Nei Pirenei Aragonesi, a 1224 metri di altitudine, in un piccolo paese di montagna, un hotel ospitato in un'antica abbazia, un soggiorno tra il silenzio della natura, attività sportive, relax e meravigliose esperienze culinarie.

Hotelplan

Italia S.

p.

a.

categoria:

a partire da € 130

- Italia
- Abruzzo

Prenota



- Aquila
- S. Stefano di Sessano

Un patrimonio prezioso in una terra considerata di confine, che affonda le sue radici nella pastorizia e che, lentamente, è stata abbandonata, un luogo lontano dai percorsi turistici e una storia: la storia di un antico borgo medioevale che torna a vivere, che continua ad essere in armonia con il paesaggio circostante e che diventa teatro di un'esperienza carica di emozioni per un viaggiatore con il desiderio di conoscere.

categoria:

a partire da € 220

Corral del Rey Spagna
Andalusia



Prenota

Una nuova frontiera del lusso, data dall'alloggiare in una casa del XVII secolo sapientemente recuperata e contaminata di raffinata contemporaneità. Ogni dettaglio è sintomo di storia, arte e stile.

categoria:

a partire da **€ 375**

De Stefano Palace - Luxury Hotel Italia
Sicilia



Prenota

Ma anche si pretende la passione per le macchinazioni architettoniche, dove la foga delle forme in volo nasconde fino all'ultimo il colpo di scena della prospettiva bugiarda. Bisogna essere intelligenti per venire a Ibla, una certa qualità d'animo, il gusto per i tuffi silenziosi e ardenti, i vicoli ciechi, le giravolte inutili, le persiane sigillate su uno sguardo nero che spia. (Gesualdo Bufalino)

categoria:

a partire da **€ 98**

Hotel Certaldo Italia
Toscana



Prenota

Un antico mulino ristrutturato con passione riprende vita e si apre agli ospiti per offrire un soggiorno nella Toscana più vera.

categoria:

a partire da **€ 75**

Hotel Costantinopoli 104 Italia
Campania



Prenota

Nel cuore di uno dei quartieri più famosi di Napoli, in un luogo quasi fuori dal tempo, in un fitto labirinto di stretti vicoli dotati di un fascino unico, dove resistono vecchie botteghe artigiane e si incrociano chiese, palazzi, piazze, qui può anche capitare di scoprire dei luoghi magici. E' insospettabile, nascosto dietro un portone, un piccolo albergo che è una vera e propria oasi di tranquillità.

categoria:

a partire da **€ 149**

Prendi

Villa Abbazia

Italia

Veneto

Treviso

Follina

Ordina per

La nostra selezione

Prezzo

Nome

55 risultati

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...

Ai piedi delle Prealpi Trevigiane, Follina è un comune dalle origini antichissime. Ben conoscevano il territorio i patrizi veneziani, che qui erigevano le dimore estive. Villa Abbazia è proprio una di queste nobili dimore, riportata all'antico splendore da un restauro accurato.

categoria:

a partire da € 230

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Migliora la tua ricerca

Rimuovi il filtro:

Secret Taste

Area geografica

[mapsearch]

Arrivo Partenza

99-mm-aaaa

99-mm-aaaa

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Ricerca

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Sud America

America Centrale e Carabi

Nord America

INSPIRING HOTELS OF THE WORLD

Secret Escape

Secret Energy

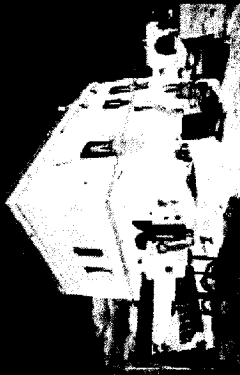
Secret Family

Secret Reunion

Secret Stones

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Masseria Torre Coccaro

Brindisi

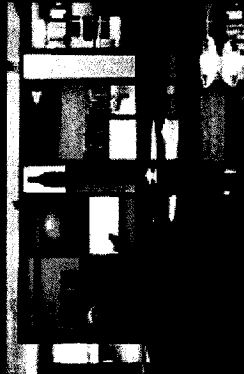
Savignone di Fasano

Un rifugio dove cercare silenzio e tranquillità, un luogo per riscoprire la capacità di godere di piaceri semplici, un'antica masseria circondata da un'immensa coltivazione di ulivi secolari, mandorli e carrubi, dove le giornate sembrano ancora scandite dai lenti ritmi di una vita agreste del passato.

categoria:

a partire da € 270

Prendi



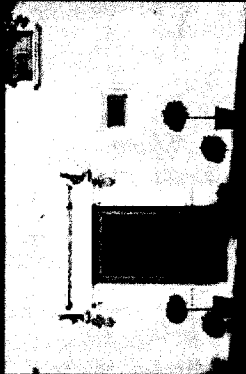
Diamant Hotel Canberra

Australia

Nuovo Galles del Sud

- Canberra
- Canberra

Prenota



Progettato dal rinomato studio di architettura Fender Katsalidis e da quello di architettura d'interni SUB Interiors, l'hotel Diamant rappresenta un nuovo livello tra gli standard alberghieri perché offre un'eccezionale qualità ed uno straordinario comfort.

categoria:

a partire da € 118

Son Brull Hotel & Spa

Spagna

Isole Baleari

- Maiorca
- Pollensa

Prenota



Costruito sulle colline di Maiorca all'interno di un antico monastero il Son Brull Hotel & Spa è un meraviglioso rifugio dove si respira un'atmosfera magica.

categoria:

a partire da € 253

Poggio alla Sala Resort and Spa

Italia

Toscana

- Siena
- Montepulciano

Prenota



Strade tortuose delimitate da cipressi, campi coltivati che cambiano colore durante l'anno, è la campagna toscana nei dintorni di Montepulciano, quella delle foto e dei film, quella che fa sognare una vita diversa.

Hotelplan

Italia S

p.

a.

categoria:

a partire da € 136

Villa Mangiacane

Italia

Toscana

- Firenze
- San Casciano

Prenota



A soli 12 chilometri da Firenze, in una tenuta che si estende per 305 ettari, Villa Mangiacane è una nobile e maestosa villa del sedicesimo secolo. Una dimora privata aperta al pubblico, dove gli ospiti sono circondati da natura e arte: nelle verdi colline del Chianti, tra affreschi e dipinti rinascimentali e opere dell'arte contemporanea sud africana, con lo sguardo rivolto verso la famosa Cupola del Brunelleschi.

categoria:

a partire da € 240

Castel Monastero Italia
Toscana

- Siena
- Castelnuovo Berardenga

Armonia, silenzio, natura, cultura, benessere e sapori, un antico borgo per chi vuole trovare tutta l'essenza della Toscana in un unico luogo.

categoria:

a partire da **€ 371**

Villa Le Maschere Italia
Toscana

- Firenze
- Barberino di Mugello

Mura che hanno accolto una parte della storia d'Italia, che ospitarono re e pontefici, e artisti che la resero bella come una seducente nobildonna, un soggiorno unico, un'esperienza preziosa.

categoria:

a partire da **€ 180**

Hotel Villa La Palagina Italia
Toscana

- Firenze
- Figline Val d'Arno

Immaginate di soggiornare in una perla rinascimentale nel verde delle colline toscane, immaginate di stare in Villa la Palagina e di godere di tutto questo...

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a partire da **€ 99**

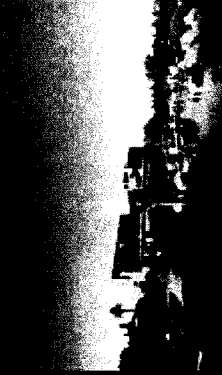
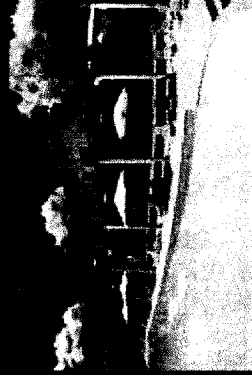
Can Bonastre Wine Resort Spagna
Catalogna

- Barcellona
- Barcellona

A mezz'ora dalla città, Can Bonastre, più che un hotel è un'esperienza. Un'esperienza legata all'uva, al vino, in grado di sollecitare tutti i sensi. Dedicato a chi desidera allontanarsi dai luoghi comuni.

categoria:

a partire da **€ 277**



Domaine De Verchant Hotel & Spa Francia

Linguadoca Rossiglione

Montpellier
Castelnau Le Nez

Il Domaine de Verchant è un luogo incontaminato immerso tra i vigneti e in grado di accogliere i suoi ospiti in un ambiente rilassante moderno e molto chic.

Prendi

- Ordina per:
- La nostra selezione
- Prezzo
- Nome

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categoria:

a partire da **€ 219**

INSPIRING HOTELS OF THE WORLD

- Secret Escape
- Secret Energy
- Secret Family
- Secret Reunion
- Secret Stones
- Secret Taste



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Area geografica

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Area geografica

Europa

Sud America

America Centrale e Caraibi

Australia e Pacifico

Nord America

Africa

Asia

Ricerca

Inserisci la tua ricerca

PRENOTA

Secrets Line è un marchio di Hotelplan Italia Spa che nasce nella primavera del 2009 e affianca i brand Hotelplan e Tunsanda, specializzati

rispettivamente in viaggi di lungo e medio/corto raggio, e il marchio Tclub, che completa l'offerta estera con una linea di resort esclusivi per una clientela

raffinata ed esigente. Hotelplan Italia Spa è quindi oggi un'azienda multibrand che da sempre investe nella qualità del servizio e nella piena soddisfazione

del cliente. Negli anni, l'azienda è andata alla ricerca di novità sempre più particolari raccolte in oltre 40 cataloghi monografici che accolgono le proposte

più prestigiose come quelle particolari, le mete classiche come le destinazioni per veri esploratori. Hotelplan Italia Spa raggiunge nell'anno 2008 un

fatturato netto globale pari a circa 250 milioni di euro posizionandosi così tra i primi tour operator a livello nazionale.

La filosofia di Hotelplan Italia

Hotelplan Italia si prefigge non solo di fare utili ma, soprattutto, di assicurare un prodotto di qualità ad un prezzo equo e di garantire occupazione al

proprio personale. In linea con i principi dettati dal fondatore Gottlieb Duttweiler, volume d'affari e redditività sono un presupposto imprescindibile per il successo dell'azienda, ma non costituiscono l'unico obiettivo da perseguire. La politica aziendale è molto chiara: risultati positivi nel rispetto della qualità, per soddisfare gli azionisti, ma soprattutto per reinvestire gli utili all'interno. Nel rispetto della filosofia del gruppo, Hotelplan Italia si propone di offrire qualità, uno degli obiettivi fondamentali, impegnandosi a migliorare prodotti e servizi, conservando una buona immagine istituzionale, il rispetto dei partner e soprattutto una grande attenzione all'etica. Hotelplan Italia applica al suo interno una politica di "management by objectives", fenomeno raro nel settore, che lascia ai dipendenti un'ampia responsabilità individuale e che fino ad oggi è stata premiante. Particolare attenzione è riservata al personale e ai collaboratori: Hotelplan Italia ha infatti programmato nel corso degli anni piani di investimento per la formazione interna ma anche per gli agenti di viaggio con presentazioni, sessioni di approfondimento, educational. Inoltre consistenti sono gli investimenti nel settore informatico, per ottimizzare l'attività di tour operating anche attraverso internet. La filosofia aziendale può essere quindi riassunta in etica, cultura, servizi, garanzie per i clienti, valori cui non si deve rinunciare neppure nei periodi più difficili.

La storia

Hotelplan nasce a Zurigo nel 1935, quando Gottlieb Duttweiler - già ideatore dell'attuale colosso Migros pianifica un progetto geniale, Hotel Plan, per sostenere gli albergatori svizzeri durante la crisi economica, derivata dall'abbandono dei turisti inglesi, di gran lunga i migliori clienti della Svizzera. Nasce con "Hotel Plan" il turismo moderno, con la formula del tutto organizzato e incluso nel prezzo. Il primo viaggio fu una settimana a Lugano, con un treno speciale Hotelplan, in pensione completa al prezzo di SFR 57 (circa 75.000 lire). Il successo fu tale che in soli quattro mesi viaggiarono in Svizzera ben 45.000 persone e nel 1938 venne festeggiato il 200.000° cliente. Neppure gli anni della guerra fermarono Hotelplan: vista la scarsità di benzina, vennero organizzati tour in bicicletta con soggiorni in oltre 500 alberghi e con buoni in ristoranti convenzionati. E, quando la situazione si aggravò, ecco corsi di alpinismo e di sci, soluzioni che permisero a Hotelplan di operare con il proprio personale per tutta la guerra. Da allora Hotelplan diventa promottrice di iniziative turistiche innovative e all'avanguardia, quale ad esempio "Adria-Express", il famoso treno speciale che, fino a pochi anni fa, ogni settimana portava centinaia di turisti svizzeri sulla riviera adriatica. Il 24 dicembre 1947, nasce Hotelplan Italia, con sede a Milano, inizialmente per occuparsi dei clienti svizzeri: negli anni 70, con i primi voli per Londra, Mosca, Malaga e Maiorca, prende il via anche l'attività outgoing. Nel 1986 Hotelplan Italia acquisisce una totale autonomia dalla casa madre, organizzando viaggi per la clientela italiana, per lo più in mete di lungo raggio. Le prime destinazioni furono Kenya, Tailandia, Sri Lanka, il primo volo charter per gruppi parte nell'inverno del 1985 da Milano, quando Hotelplan, tra i primi in Italia, programma 30 posti settimanali per il Kenya. Ecco quindi un'azienda con la serietà, affidabilità e sicurezza (tipicamente svizzeri), ma anche creativa ed

elastica, qualità indispensabili per soddisfare il cliente italiano.

Sostenibilità

Nel rispetto dei valori e della filosofia aziendale, si inseriscono una serie di progetti che impegnano l'azienda in attività di solidarietà ma anche verso un turismo sempre più responsabile. In quest'ottica nel 2003 è partito il progetto "Regalare un sorriso ad un bambino", che ha visto la costruzione di una prima scuola in Madagascar, cui sono seguite nel gennaio 2005 (subito dopo lo tsunami) dieci/dodici scuole prefabbricate alle Maldive e un progetto per la costruzione di due scuole elementari (una hub e una satellite) nel distretto di Hambantota in Sri Lanka: la prima delle quali è stata inaugurata nel marzo 2006. Il 2007 ha visto la nascita, lo scorso 4 ottobre 2007, della nuova scuola in Kenya. Situata ai piedi del Kilimangiaro, presso Chyulu Hills, in un villaggio Masai, completamente sperduto nella savana africana e al di fuori dei normali circuiti turistici, la scuola già oggi accoglie oltre 130 bambini tra i nove e i dodici anni. Ma la solidarietà di Hotelplan Italia si è concretizzata anche in Sudafrica con la donazione di 3 euro per ogni passeggero prenotato per l'acquisto di medicinali che bloccano la trasmissione del virus Hiv da madre a figlio. Per promuovere un turismo responsabile Hotelplan Italia si è schierata a fianco di autorevoli società impegnate nello sviluppo di un turismo sostenibile: LifeGate per lo sviluppo di due cataloghi a Impatto Zero (Mondi Lontani e TClub), Universo Acqua che procura gli esperti professionisti presenti nei TClub e i biologi marini presenti in Mar Rosso, alle Maldive e a Seychelles, e infine Punto 3 incaricata proprio di approfondire per gli ospiti TClub, con documentazione specifica, le caratteristiche ambientali dei paesi in cui soggiornano oltre alla fornitura di un' "Analisi Ambientale" delle strutture con tutti i suggerimenti del caso per migliorarne le prestazioni in questo ambito. Ma sostenibilità non significa solo consapevolezza, sostenibilità è anche impegno attivo di tutti e seguendo questa filosofia Hotelplan Italia è giunta nel febbraio 2006 a firmare il Codice di Condotta ECPAT per la protezione di bambini e adolescenti contro lo sfruttamento sessuale nei viaggi e nel turismo; questa iniziativa vede la realizzazione di azioni concrete nelle realtà sociali e territoriali dove l'azienda opera ma avrà anche il compito di sensibilizzare dipendenti, fornitori e clienti su un tema così importante. Per maggiori informazioni sulle nostre iniziative di solidarietà clicca qui: LA

SOSTENIBILITÀ

Hotelplan Italia S.p.a.

AUTORIZZAZIONE LICENZA N. 2205

RILASCIATA DALLA REGIONE LOMBARDIA IN DATA 04/03/1993

N. RC (ASSICURAZIONE) 100064393

- Chi siamo
- Faq
- Contatti

Login Agenzie

Utente:

Password:

Login agenzia

Registrazione agenzia

Area geografica

[mapsearch]

Area geografica

Europa

Sud America

America Centrale e Caraibi

Australia e Pacifico

Nord America

Africa

Asia

Ricerca

Inserisci la tua ricerca

PRENOTA

INSPIRING HOTELS OF THE WORLD

• Secret Escape

• Secret Energy

• Secret Family

• Secret Reunion

are come avviene il rimborso?

• Secret Stones

ta di credito?

• Secret Taste a assicurativa nelle quote?

Perché posso modificare una prenotazione e che penali ci sono?

Perché posso cancellare una prenotazione e che penali ci sono?

Perché posso pagare con carta di credito prepagata?

Perché il numero di carta di credito è protetto?

Perché posso prenotare e confermare in un secondo momento?

Perché posso pagare con un acconto?

Perché posso registrarmi al sito?

Perché posso fare se in hotel non risulta la mia prenotazione?

Qpsa devo fare se so di arrivare tardi in hotel?

Qpmie faccio ad ottenere una ricevuta del mio viaggio?

Qpp effettuato una prenotazione ma non ho ricevuto l'e-mail di conferma, cosa devo fare?

Qpp bisogno di chiarimenti sulla transazione effettuata, cosa devo fare?

Qppsso richiedere un preventivo?

Qpve ed entro quanto tempo avviene la consegna del documento di viaggio?

Qpmie faccio a sapere se la mia prenotazione è confermata?

Qpve posso trovare il numero di telefono e/o indirizzo mail dell'hotel?

Qh che modo posso ricercare gli hotel in base alla tariffa?

Hotelpian

Italia S.

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a

- Chi siamo
- FAQ
- Contatti

Login Agenzie

Utente:

Password:

Login agenzia

Registrazione agenzia

Area geografica

[mapsearch]

Area geografica

Europa

Sud America

America Centrale e Caraibi

Australia e Pacifico

Nord America

Africa

Asia

Ricerca

Inserisci la tua ricerca

PRENOTA

INSEGNARE HOTELS OF THE WORLD

• Secret Escape

• Secret Energy

• Secret Family

• Secret Reunion

• Secret Stones

• Secret Taste

aggi e desideri ricevere

rici una problematica.

els.com

• Se rappresenti un albergo e desideri richiedere

maggiori informazioni relativamente all'affiliazione:

hotel@secretlinehotels.com

Hotelplan Italia S.p.A

Exhibit 5



HOTELPLANITALIA
SEMPRE IN VIAGGIO

Hotelplan Italia SpA - Sede legale
20122 Milano - Corso Italia, 1
Tel. +39 0272117611 - Fax +39 02877558
e-mail: hotelplan@hotelplan.it

www.hotelplanitalia.it

00154 Roma - Via del Commercio, 36 scala B
Tel. +39 06571271 - Fax +39 0657127201
e-mail: roma@hotelplan.it

GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATIONS AND SERVICES FOR THE BRAND SECRETS LINE

Valid from 01st April 2009 to 31st March 2010

Among the Parties:

HOTELPLAN ITALIA SpA, hereinafter HPI, having its Registered Office address in Milano, Corso Italia 1, regularly represented by Diego De Conti,

AND

The Keating, hereinafter HOTEL, located in 432 F street, San Diego, CA.

It is agreed as follows:

1 GENERAL CONDITIONS

This contract is subject to the following conditions:

the owner / lessor, that from now will be called HOTEL, grants the right to make rooms available for booking to the customers of Hotelplan Italia (that from now will be called HPI) or any other person, firm or company represented by HPI, for the brand SECRETS LINE for the period and the prices listed on the website www.secretslinehotels.com.

1.1 HPI will market the Hotel here contracted under the Brand Secrets Line.

1.2 HPI will provide advertising and promotion for the affiliates structures.

1.3 In addition to the brochures that will be distributed to the main Italian travel agencies in 2009, HPI will print directories (in English) where all the structures that will join the project will be collected.

Copies of the directories will be sent to the hotels that will make them available to customers at the reception. The publication will be annual and will not contain the affiliations that will take place through the year.

1.4 The HOTEL will pay a Fee (una Tantum) of € 0,00 for the affiliation to the brand SECRETS LINE.

1.5 The HOTEL will pay a fee as a marketing contribution corresponding to 2 complimentary room-nights (deducting the amount from the booking though Secrets Line).

Hotelplan



Secrets
LINE

Turisanda

Sede legale: Hotelplan Italia SpA, Corso Italia 1 - 20122 Milano - Capitale Sociale Euro 5.100.000
UNICO AZIONISTA GRUPPO HOTELPLAN

CONFIDENTIAL

registro imprese Codice fiscale 00716300157

Page 01/09

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Hotelplan Italia S.p.A.
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30/2007 18:25



1.6 The HOTEL will ensure to the brand SECRETS LINE the same rates published on its web site (if existing) or in any other booking system (Rate Parity).

1.7 The HOTEL will ensure the continuous update of rates (as well as other information manageable on the extranet). On these rates the HOTEL will recognize HPI a discount of 18%.

1.8 The HOTEL must guarantee the simultaneous publication in the portal Secrets Line of all special offers published on its web site or in any other booking engine. On these rates, the HOTEL will recognize HPI the same discount mentioned above.

1.9 The HOTEL will seek to provide HPI an equivalent access to the rooms compared to HPI competitors (Availability Parity). Once loaded, all the rates and rooms will be considered available for HPI.

Any change will have no effect on any reservation made before that time.

1.10 The HOTEL should always ensure a minimum availability of rooms for the length of the contract to the Secrets Line website.

1.11 No prepayment or direct payment at the HOTEL is provided. HPI will pay the amount of the reservation less the discount provided within 30 days from the date of the invoice.

1.12 Guests shall be solely responsible to Participating HOTEL for payment of all incidental charges that they may incur in excess of the Standard Room Charge. HPI shall not be responsible for the payment, collection or billing of such incidentals.

2 PRICES, RESERVATIONS AND RELEASE OF THE ROOMS

All rates valid between the HOTEL and HPI are commissionable and inclusive of taxes and services. Rates can be modified at the discretion of the HOTEL keeping unchanged the following conditions:

2.1. Discount for HPI is the same initially agreed.

2.2. Prices can not be higher than those charged by the HOTEL to third parties.

2.2.1. The prices will be deemed valid for the rooms in allotment or for those rooms on request.

2.3. Reservations will be automatically sent to the e-mail address provided in each contract and will be counted on the basis of price available in the system at the time of confirmation.

2.4. All bookings are implicitly confirmed subject to availability allocated from the HOTEL. The HOTEL will have to respond to any communication given by HPI within 24 hours of receipt.

All reservations confirmed by a system availability will be honored by the HOTEL even in the lack of response to HPI.

2.4.1. Reservations on request will be replied with positive or negative outcome from the HOTEL within 24 hours.

2.5. In case of allotment, any room still available at the expiration of the release will be returned to the HOTEL.

2.5.1. The release time will be fixed at midnight - time zone of the HOTEL.

2.6 If a guest wishes to extend his or her stay over the date booked through HPI, such guest must negotiate rates with the HOTEL and make payment directly to the HOTEL (subject to availability). HPI will not be entitled to receive any additional compensation, or obligated to pay any additional charges, with respect to the extended stay.

3 OBLIGATIONS OF THE HOTEL

The HOTEL agrees the following points:

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HOTELPLANITALIA
SEMPRE IN VIAGGIO

Hotelplan Italia SpA - Sede legale
20122 Milano - Corso Italia, 1
Tel. +39 02721361 - Fax +39 02877558
e-mail: hotelplan@hotelplan.it

www.hotelplanitalia.it

00154 Roma - Via del Commercio, 36 scala B
Tel. +39 06571771 - Fax +39 0657127201
e-mail: roma@hotelplan.it

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Hotelplan Italia S.p.A.
000316



HOTELPLANITALIA
SEMPRE IN VIAGGIO

Hotelplan Italia SpA - Sede legale
20122 Milano - Corso Italia, 1
Tel. +39 02721361 - Fax +39 02877558
e-mail: hotelplan@hotelplan.it

www.hotelplanitalia.it

00154 Roma - Via del Commercio, 36 scala B
Tel. +39 06571771 - Fax +39 065717701
e-mail: roma@hotelplan.it

If this will not happen, HPI will respond independently to the complaint and will reserve the right to recognize a fair compensation for inefficiency and will require reimbursement to the HOTEL.

6. CANCELLATIONS AND NO SHOW

6.1. Unless otherwise agreed by the parties, the client may cancel his reservation without penalty within 24 hours of arrival.

6.2. Unless otherwise agreed by the parties, a no show will be a reason to charge a penalty equal to one night.

6.3 The cancellation and no-show policy shall not be more restrictive than the HOTEL imposes to customers that book directly with the HOTEL or through any HPI competitor.

6.4. Cancellations or changes must be notified by the customer only to HPI; the HOTEL will not manage any changes requested by the client.

7. COMPENSATION

7.1. The HOTEL will compensate HPI for any damages (including loss, costs or payments to be made to third parties) arising from claims or actions produced for non-compliance of the terms of this contract.

7.2. The responsibility of the HOTEL expressed in clause 7.1. will remain in force without any limitation of liability regardless of the law or jurisdiction the HOTEL or this contract are subjected

8. CONTRACT DURATION

8.1 This contract will be in force during the period agreed. The agreement will begin after the effective date (01/04/2009) and will continue for reservations made during the following calendar year. This agreement will be automatically renewed for successive periods of 1 (one) year. Nevertheless it can be terminated by both parties with 30 days notice by certified mail or other means.

It may also be canceled due to force majeure and in case of war, boycott, epidemics and for any other reason of the same importance which caused the cancellation.

8.2 Neither Party shall be deemed in default or otherwise liable hereunder due to its inability to perform its obligations caused by fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, terrorist act, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of transportation, power, or communications system or any other similar cause beyond such Party's control.

9 MISCELLANEOUS

9.1. HPI reserves the right to change the names booked after the confirmation, if the identity of customers changes, without modifying the terms of this contract.

9.2. In case of transfer or sale to new proprietors during the period of validity of this contract, the HOTEL ensure that the Buyer will stand by all the obligations stipulated in this contract. HPI reserves the right to cancel it.

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Secrets
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Sede legale: Hotelplan Italia SpA, Corso Italia, 1 - 20122 Milano - Capitale Sociale Euro 5.100.000
UNICO AZIONISTA (GRUPPO) HOTELPLAN ITALIA S.p.A. Registro Imprese Codice Fiscale 00716000157



HOTELPLANITALIA
SEMPRE IN VIAGGIO

Hotelplan Italia Spa - Sede legale
20122 Milano - Corso Italia, 1
Tel. +39 02721341 - Fax +39 02877558
e-mail: hotelplan@hotelplan.it

www.hotelplanitalia.it

00154 Roma - Via del Commercio, 36 scala B
Tel. +39 06571271 - Fax +39 065712701
e-mail: roma@hotelplan.it

9.3. The HOTEL, as supplier of hotel services, will cover all administrative and legal police procedures provided by existing legislation.

9.4. The HOTEL agree that Secrets Line will operate on behalf of HPI.

9.5. All disputes and conflicts arising from this contract will be resolved between the parties. For any dispute is referred to the Court of Milan. The applicable law is always the Italian law.

9.6. HPI will not be considered in any way responsible for any damage caused by the customer to the HOTEL properties.

9.6.1. Any claim by the HOTEL against the customer will be handled directly between the two parties without the intervention of HPI.

9.7. HPI reserves the right to market and advertise the HOTEL, using its name, logos, images and descriptions in any manner and through any distribution channel that HPI considers appropriate for the purpose.

10 COPYRIGHT

10.1 All materials and content of the site www.secretslinehotels.com including (but not limited to) software, logos, trademarks, graphics, text, drawings, data, access information, images, maps and any other type of material or description contained in the pages of the site or in the dedicated extranet is owned by HPI or by its suppliers and is protected by copyright law. The HOTEL may not copy, reproduce, store, transmit, distribute, modify, sell or reuse the material without the prior written consent of HPI.

10.2. The information contained in the site www.secretslinehotels.com and in the extranet were published in bona fide, nevertheless HPI can not guarantee they are reliable and accurate; HPI therefore assumes no liability for any error or omission they present.

11 ACCESS TO THE EXTRANET

HPI carefully monitors the access to the extranet, transactions and possible changes made to information, pictures, prices and availability made by the HOTEL.

The access codes (user name and password) will be provided by HPI and must be preserved with care: no access code can be transferred to third parties.

The HOTEL and the user are directly responsible of the access codes and of the abuse that can be done. HPI reserves the right to withdraw the access and to take legal action if found improper use of it.

For security reasons HPI reserves the right to change the access codes of the HOTEL.

Prices, release, availability, stop sales and minimum stay may be modified by the HOTEL. All these amendments are under its direct management.

12 ACCURACY OF DATA

12.1. Through the extranet, HPI realizes the database of tourist services and products in the destinations in which the HOTEL operates. The HOTEL ensures that the information in the extranet are complete and accurate, assuming responsibility towards the client and HPI. The HOTEL is also required to update constantly this information during the validity of the contract.

12.2. The information reported in the extranet are liable to further scrutiny by HPI before publication.

Hotelplan



Secrets
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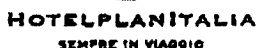
Sede legale: Hotelplan Italia spa, Corso Italia 1 - 20122 Milano - Capitale Sociale Euro 5.100.000
UNICO AZIONISTA GRUPPO HOTELS

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legittima Impresa Codice Fiscale 00716300127



00154 Roma • Via del Commercio, 36 scala D
Tel. +39 06571271 • Fax +39 0657127201
e-mail: roma@hotelpian.it



00154 Roma - Via del Commercio, 36 scala B
Tel. +39 06571271 - Fax +39 0657127201
romaital@romaital.it

Exhibit 6

Dear Alessandro,

It is very warm, and rather humid with bouts of rain here and there... I am copying Paolo Albertoni, our Marketing Director on this email, he should be able to send you some pics.

Thank you and warmest regards from Miami Beach!

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201
Fax 305-673-3255
Email vanessa@pelicanhotel.com



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From: Tai, Alessandro [<mailto:a.tai@secretslinehotels.com>]
Sent: Wednesday, August 26, 2009 10:35 AM
To: Vanessa
Subject: Pelican Hotel Pictures

Dear Vanessa,
I hope this email finds you well.
What's the weather like in Miami? Still warm and humid?
I would like to add more pictures of beautiful Pelican Hotel on our Secrets Line Hotels website.
Please, kindly send me updated high resolution pictures in order to load them on our website.
Thank you very much for your precious cooperation.
Best regards.
Alessandro Tai

Da: Vanessa [<mailto:Vanessa@pelicanhotel.com>]
Inviato: martedì 4 agosto 2009 18.29
A: Tai, Alessandro
Oggetto: RE: contract for Secrets Line Hotels website

Here you go.

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201

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Hotelplan Italia S.p.A.
000321

3/11/2010

Fax 305-673-3255
Email vanessa@pelicanhotel.com

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From: Tai, Alessandro [<mailto:a.tai@secretslinehotels.com>]
Sent: Tuesday, August 04, 2009 11:47 AM
To: Vanessa
Subject: R: contract for Secrets Line Hotels website

Dear Vanessa,
thank you very much for your prompt answer.
Herewith enclosed you will find our basic contract.
Take your time to have a look at it and feel free to modify the points that don't match your requirements.
Thank you very much for your cooperation.
Best regards.
Alessandro Tai

Da: Vanessa [<mailto:Vanessa@pelicanhotel.com>]
Inviato: martedì 4 agosto 2009 17.39
A: Tai, Alessandro
Oggetto: RE: contract for Secrets Line Hotels website

Alessandro,

It is a pleasure, please send me the contract.

Thank you,

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201
Fax 305-673-3255
Email vanessa@pelicanhotel.com

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000322

3/11/2010

From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]
Sent: Tuesday, August 04, 2009 9:48 AM
To: Vanessa
Subject: contract for Secrets Line Hotels website

Dear Vanessa,

first of all let me introduce myself to you as your new reference in Hotelplan (Secrets Line Hotels website).

I'm sure the cooperation between Hoteplan and Pelican Hotel in Miami will increase shortly. I've had the opportunity to visiting the hotel a few years ago and everytime I come to Miami I have at least one dinner at the Pelican Restaurant as I like it very much. We are still waiting for the contract signed by your side, in order to forward you as soon as possible both password and instructions. Once you'll have both of them, you'll be able to load your rates and availabilities on our website.

Thank you very much for your cooperation.

Hoping to hear from you soon.

Best regards.

Alessandro Tai



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Exhibit 7



HOTELPLAN ITALIA
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Hotelplan Italia SpA - Sede legale
20137 Milano - Corso Italia 1
Tel. +39 02/211961 - Fax +39 02/77551
e-mail: info@hotelplanitalia.it

www.hotelplanitalia.it

00154 Roma - Via del Corso 400, 5° piano P
Tel. +39 06/57 17 17 - Fax +39 06/5712740
e-mail: roma@hotelplanitalia.it

GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATIONS AND SERVICES FOR THE BRAND SECRETS LINE

Valid from 01st October 2009 to 30th September 2010

Among the Parties:

HOTELPLAN ITALIA SpA, hereinafter **HPI**, having its Registered Office address in Milano, Corso Italia 1,
regularly represented by **Alessandro Tai**

AND

Hotel Renew hereinafter **HOTEL**, located in regularly represented by **Frank Okun**

It is agreed as follows:

1 GENERAL CONDITIONS

This contract is subject to the following conditions:
the owner / lessor, that from now will be called **HOTEL**, grants the right to make rooms available for
booking to the customers of Hotelplan Italia (that from now will be called **HPI**) or any other person, firm or
company represented by **HPI**, for the brand **SECRETS LINE** for the period and the prices listed on the
website www.secretslinehotels.com.

- 1.1 **HPI** will market the Hotel here contracted under the Brand Secrets Line.
- 1.2 **HPI** will provide advertising and promotion for the affiliates structures.
- 1.3 The **HOTEL** will ensure to the brand **SECRETS LINE** the same rates published on its web site (if existing)
or in any other booking system (Rate Parity).
- 1.4 The **HOTEL** will pay an Entrance fee (una Tantum) of € 0 for the affiliation to the brand **SECRETS LINE**.
- 1.5 The **HOTEL** will ensure the continuous update of rates (as well as other information manageable on the
extranet). On the rates the **HOTEL** will recognize **HPI** a discount of 15%.
- 1.6 The **HOTEL** must guarantee the simultaneous publication in the portal Secrets Line of all special offers
published on its web site or in any other booking engine. On these rates, the **HOTEL** will recognize **HPI** the
same discount mentioned above.

- 1.7 The **HOTEL** will provide **HPI** an equivalent access to the rooms compared to **HPI** competitors (Availability
Parity). Once loaded, all the rates and rooms will be considered available for **HPI**.

Hotelplan



Secrets
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Sede Legale Hotelplan Italia SpA - Corso Italia 1 - 20137 Milano - Italy - Capital Sociale Euro 10.000.000 - R.I.A. 162281 - Registro Imprese Milano - 02/211961 - 02/77551
UNICREDIT BANK GROUP - HOTELPLAN HOLDING LTD - ZURICH

Hotelplan Italia S.P.A.
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000324



01154 Route 743 de la Comté de la G. de la G.
Tel. 473-2211 Fax 473-2211
Email: 473-2211@comte.com

72



HOTELPLANITALIA
GRUPPO VIAGGI

Hotelplan Italia Spa - Sede legale
20122 Milano - Corso Italia, 1
Tel. +39 02 212111 - Fax +39 02 277555
e-mail: info@hotelplan.it

www.hotelplanitalia.it

CO 50 Roma - Via del Commercio, 35 00146
Tel. +39 06 571177 - Fax +39 06 571177
e-mail: roma@hotelplan.it

customers, employees, agents or representatives of HPI) and any other type of risk that can be covered by an Insurance.

3.3. If requested by HPI, the HOTEL will provide a copy of all insurance policies with a copy of the receipts of payments in force.

3.4. The HOTEL will keep as confidential any information referred to HPI (including the general aspects and details in terms of clients and prices paid by HPI).

3.5. The HOTEL is committed to load to the extranet all descriptive information, photos (quantity and resolution indicated by HPI), rates and allotment (as defined in agreement with HPI) and all data relating to ancillary services eventually supplied.

3.5.1. The HOTEL is directly responsible for the reliability and for the updating of the information in the extranet, including stop sales and changes in availability and prices.

4 OVERBOOKING

4.1. The HOTEL is responsible for the updating of the availability of rooms on the website Secrets Lines. Moreover the HOTEL has the direct management of the stop sales.

For any reason, if the HOTEL can not meet the accommodation provided, it will reprotect customers and will have to:

4.1.1. give written notification to Hotelplan within 3 days before the arrival of the customer, otherwise HPI will be forced to recognize compensation to customers in proportion to the inconvenience and documented by them, receiving back direct compensation from the HOTEL.

4.1.2. provide alternative accommodation of equal or superior quality and with characteristics similar to the original arrangement; this solution must be accepted in writing by HPI.

4.1.3. pay to HPI any price difference originating from an alternative accommodation managed and proposed to the client by HPI.

4.1.4 pay the transport from the HOTEL to the alternative accommodation.

5 COMPLAINTS

5.1 In the event that HPI or any customer, agent or representative, will complain about the HOTEL accommodations or facilities, the same will be required to act promptly, with due diligence likely to solve the problem.

5.2 Complaints: in case HPI will present a complaint regarding the services offered, the HOTEL will provide a detailed response within 36 hours of notification.

If this will not happen, HPI will respond independently to the complaint and will reserve the right to recognize a fair compensation for inefficiency and will require reimbursement to the HOTEL.

6 CANCELLATIONS AND NO SHOW

6.1. Unless otherwise agreed by the parties, the client may cancel his reservation without penalty within 72 hours of arrival. All reservation from December 20th to January 2nd will have a 7 days cancel notice.

6.2. Unless otherwise agreed by the parties, a no show will be a reason to charge a penalty equal to one night.

6.3 The cancellation and no-show policy shall not be more restrictive than the HOTEL imposes to customers that book directly with the HOTEL or through any HPI competitor.

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c. 1.3. Uclm 12/2 - fax - 35 68712706
tel 06 77994076 fax 06 77994076



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10 COPYRIGHT

10.1 All materials and content of the site www.secretslinehotels.com including (but not limited to) software, logos, trademarks, graphics, text, drawings, data, access information, images, maps and any other type of material or description contained in the pages of the site or in the dedicated extranet is owned by HPI or by its suppliers and is protected by copyright law. The HOTEL may not copy, reproduce, store, transmit, distribute, modify, sell or reuse the material without the prior written consent of HPI.

10.2 The information contained in the site www.secretslinehotels.com and in the extranet were published in bona fide, nevertheless HPI can not guarantee they are reliable and accurate; HPI therefore assumes no liability for any error or omission they present.

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Nota: i dati forniti da Hotelplan Italia Spa sono riservati e non possono essere divulgati a terzi senza il consenso scritto di Hotelplan Italia Spa. Per informazioni e richieste di copia, rivolgersi a: Hotelplan Italia Spa, Via de' Condottieri 35 scala B, 00154 Roma, Tel. +39 06 67 11 27, Fax +39 06 57 11 02 50, e-mail: roma@hotelplan.it

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15 PAYMENTS

- 15.1. The payment of each invoice is due to the HOTEL within 15 days of receipt. The HOTEL is required to send the invoices no later than twelve months after the departure of the clients. HPI will not be required to pay invoices received after that period. HPI will be required to pay to the HOTEL the fare in the system at time of booking. HPI will not be required to pay any amount to the HOTEL in case the customer leaves the HOTEL in advance because of an alleged dissatisfaction with the service or facility. If HPI should repay a client because of lack or inadequate provision of service, the HOTEL will have to repay HPI within 30 days of the request. In order to receive regular payments, the HOTEL should communicate to HPI the bank details.
- 15.2. In case of any change in the ownership, the HOTEL will transmit to HPI the notification with 15 days prior the change. The official communication should be sent to the administrative office of HPI.

16 INVOICES

- 16.1. Invoices shall state the name of the customer, the reservation number, dates of arrival and departure, the rate applied, the charges levied, the number of overnight stays.
- 16.2. The HOTEL is required to provide at the request of HPI proof of the permanence of the customer.

17 EXTRA CHARGES

Any extra costs or additional service booked by the customer upon arrival to the HOTEL, will be charged to the customer and paid directly to the HOTEL. HPI will not be required to receive any additional compensation, nor will be obligated to pay extra costs.

18 CONFIDENTIAL INFORMATION

18.1. Each Party shall hold the other Party's Confidential Information in strictest confidence and shall not disclose such Confidential Information to third parties nor use the other Party's Confidential Information for any purpose, other than as required to perform under this Agreement, without the prior written consent of the other Party.

19 HEALTH & SAFETY SELF-CERTIFICATION

"The HOTEL manifests that it fulfils with all the regulations and law in force against fire, hygienic on food, safety at the pool and safety in general (all emergency exits must be clearly marked with emergency lights;

FIRE extinguishers should be available on each floor, smoke alarms fitted, and all the bedrooms should have printed instructions on what to do in an emergency).

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Sunday, 04 October 2009

Hotelplan Italia SpA

Hotel

Hotelplan Italia S.p.A.

20122 Milano - Corso Italia, 1
Tel: 02/72.138.1 - Fax 02/67.73.58

HOTEL RENEW

Frank

FRANK OKUN
Corporate Director of Revenue

10/5/09

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Exhibit 8



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e-mail: roma@hotelplan.it

GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATIONS AND SERVICES FOR THE BRAND SECRETS LINE

Valid from 01st April 2009 to 31st March 2010

Among the Parties:

HOTELPLAN ITALIA SpA, hereinafter HPI, having its Registered Office address in Milano, Corso Italia 1, regularly represented by LAURA SCHIAPPACASSE,

AND

Hotel VICTOR SOUTHBEACH, hereinafter HOTEL, located in MIAMI BEACH, FLORIDA

It is agreed as follows:

1 GENERAL CONDITIONS

This contract is subject to the following conditions:

the owner / lessor, that from now will be called HOTEL, grants the right to make rooms available for booking to the customers of Hotelplan Italia (that from now will be called HPI) or any other person, firm or company represented by HPI, for the brand SECRETS LINE for the period and the prices listed on the website www.secretslinehotels.com.

1.1 HPI will market the Hotel here contracted under the Brand Secrets Line.

1.2 HPI will provide advertising and promotion for the affiliates structures.

1.3 In addition to the brochures that will be distributed to the main Italian travel agencies in 2009, HPI will print directories (in English) where all the structures that will join the project will be collected.

Copies of the directories will be sent to the hotels that will make them available to customers at the reception. The publication will be annual and will not contain the affiliations that will take place through the year.

1.4 The HOTEL will pay no Fee for the affiliation to the brand SECRETS LINE.

1.5 The HOTEL will ensure to the brand SECRETS LINE the same rates published on its web site (if existing) or in any other booking system (Rate Parity).

1.6 The HOTEL will ensure the continuous update of rates (as well as other information manageable on the extranet). On these rates the HOTEL will recognize HPI a discount of 15%.

1.7 The HOTEL must guarantee the simultaneous publication in the portal Secrets Line of all special offers published on its web site or in any other booking engine. On these rates, the HOTEL will recognize HPI the same discount mentioned above.

1.8 The HOTEL will seek to provide HPI an equivalent access to the rooms compared to HPI competitors (Availability Parity). Once loaded, all the rates and rooms will be considered available for HPI.

Any change will have no effect on any reservation made before that time.

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under the name of Hotelplan Italia SpA - Corso Italia 1 - 20122 Milano - Capitale Sociale Euro 5.000.000,00 - R.E.A. 36823 del Registro Imprese 015791209 - Registro Imprese Claudio Tacchi - P.IVA 00743430157
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Hotelplan Italia S.P.A.
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www.hotelplanitalia.it

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Tel: +39 06 5711271 - Fax: +39 06 5711220
e-mail: roma@hotelplan.it

- 1.9 The HOTEL should always ensure a minimum availability of rooms for the length of the contract to the Secrets Line website.
- 1.10 No prepayment or direct payment at the HOTEL is provided. HPI will pay the amount of the reservation less the discount provided within 30 days from the date of the invoice.
- 1.11 Guests shall be solely responsible to Participating HOTEL for payment of all incidental charges that they may incur in excess of the Standard Room Charge. HPI shall not be responsible for the payment, collection or billing of such incidentals.

2 PRICES, RESERVATIONS AND RELEASE OF THE ROOMS

All rates valid between the HOTEL and HPI are commissionable and inclusive of taxes and services. Rates can be modified at the discretion of the HOTEL keeping unchanged the following conditions:

- 2.1. Discount for HPI is the same initially agreed.
- 2.2. Prices can not be higher than those charged by the HOTEL to third parties.
- 2.2.1. The prices will be deemed valid for the rooms in allotment or for those rooms on request.
- 2.3. Reservations will be automatically sent to the e-mail address provided in each contract and will be counted on the basis of price available in the system at the time of confirmation.
- 2.4. All bookings are implicitly confirmed subject to availability allocated from the HOTEL. The HOTEL will have to respond to any communication given by HPI within 24 hours of receipt.
- All reservations confirmed by a system availability will be honored by the HOTEL even in the lack of response to HPI.
- 2.4.1. Reservations on request will be replied with positive or negative outcome from the HOTEL within 24 hours.
- 2.5. In case of allotment, any room still available at the expiration of the release will be returned to the HOTEL.
- 2.5.1. The release time will be fixed at midnight - time zone of the HOTEL.
- 2.6 If a guest wishes to extend his or her stay over the date booked through HPI, such guest must negotiate rates with the HOTEL and make payment directly to the HOTEL (subject to availability). HPI will not be entitled to receive any additional compensation, or obligated to pay any additional charges, with respect to the extended stay.

3 OBLIGATIONS OF THE HOTEL

The HOTEL agrees the following points:

- 3.1 The HOTEL accommodations are fully subject to the rules established by the European Union and local law in this area; as they are subject to the required standards regarding hygiene, fire safety and other important issues.
- 3.1.1. The HOTEL is in possession of all types of licenses, permits and certificates relating to the themes mentioned in clause 3.1.1.
- 3.1.2. Cots, installations and all means of entertainment available to HPI or clients represented, will be in a good state of maintenance, security, and must comply with applicable rules of the local laws.
- 3.2. The HOTEL shall have, during the period of this contract, an insurance policy that includes full coverage against fire, floods, storms, damage to third parties (including personal injury and death that may occur to

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www.hotelplanitalia.it

00154 Roma - Via del Commercio, 36 scala B
Tel. +39 06571271 - Fax +39 065717201
e-mail: roma@hotelplan.it

customers, employees, agents or representatives of HPI) and any other type of risk that can be covered by an insurance.

3.3. If requested by HPI, the HOTEL will provide a copy of all insurance policies with a copy of the receipts of payments in force.

3.4. The HOTEL will keep as confidential any information referred to HPI (including the general aspects and details in terms of clients and prices paid by HPI).

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4.1.4 pay the transport from the HOTEL to the alternative accommodation.

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5.1 In the event that HPI or any customer, agent or representative, will complain about the HOTEL accommodations or facilities, the same will be required to act promptly, with due diligence likely to solve the problem.

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HOTELPLANITALIA

SEMPRE IN VIAGGIO

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www.hotelplanitalia.it

00154 Roma - Via dei Commercio, 36 scala B
Tel. +39 06 571271 - Fax +39 06 5712720
e-mail: roma@hotelplan.it

6.4. Cancellations or changes must be notified by the customer only to HPI; the HOTEL will not manage any changes requested by the client.

7. COMPENSATION

7.1. The HOTEL will compensate HPI for any damages (including loss, costs or payments to be made to third parties) arising from claims or actions produced for non-compliance of the terms of this contract.

7.2. The responsibility of the HOTEL expressed in clause 7.1. will remain in force without any limitation of liability regardless of the law or jurisdiction the HOTEL or this contract are subjected

8. CONTRACT DURATION

8.1 This contract will be in force during the period agreed. The agreement will begin after the effective date (01/04/2009) and will continue for reservations made during the following calendar year. This agreement will be automatically renewed for successive periods of 1 (one) year. Nevertheless it can be terminated by both parties with 30 days notice by certified mail or other means.

It may also be canceled due to force majeure and in case of war, boycott, epidemics and for any other reason of the same importance which caused the cancellation.

8.2 Neither Party shall be deemed in default or otherwise liable hereunder due to its inability to perform its obligations caused by fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, terrorist act, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of transportation, power, or communications system or any other similar cause beyond such Party's control.

9 MISCELLANEOUS

9.1. HPI reserves the right to change the names booked after the confirmation, if the identity of customers changes, without modifying the terms of this contract.

9.2. In case of transfer or sale to new proprietors during the period of validity of this contract, the HOTEL ensure that the Buyer will stand by all the obligations stipulated in this contract. HPI reserves the right to cancel it.

9.3. The HOTEL, as supplier of hotel services, will cover all administrative and legal police procedures provided by existing legislation.

9.4. The HOTEL agree that Secrets Line will operate on behalf of HPI.

9.5. All disputes and conflicts arising from this contract will be resolved between the parties. For any dispute is referred to the Court of Milan. The applicable law is always the Italian law.

9.6. HPI will not be considered in any way responsible for any damage caused by the customer to the HOTEL properties.

9.6.1. Any claim by the HOTEL against the customer will be handled directly between the two parties without the intervention of HPI.

9.7. HPI reserves the right to market and advertise the HOTEL, using its name, logos, images and descriptions in any manner and through any distribution channel that HPI considers appropriate for the purpose.

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HOTELPLANITALIA

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10.1 All materials and content of the site www.secretslinehotels.com including (but not limited to) software, logos, trademarks, graphics, text, drawings, data, access information, images, maps and any other type of material or description contained in the pages of the site or in the dedicated extranet is owned by HPI or by its suppliers and is protected by copyright law. The HOTEL may not copy, reproduce, store, transmit, distribute, modify, sell or reuse the material without the prior written consent of HPI.

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e-mail: roma@hotelplan.it

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The HOTEL is required to send the invoices no later than twelve months after the departure of the clients.

HPI will not be required to pay invoices received after that period.

HPI will be required to pay to the HOTEL the fare in the system at time of booking, net of the discount agreed in 1.7.

HPI will not be required to pay any amount to the HOTEL in case the customer leaves the HOTEL in advance because of an alleged dissatisfaction with the service or facility.

If HPI should repay a client because of lack or inadequate provision of service, the HOTEL will have to repay HPI within 30 days of the request.

In order to receive regular payments, the HOTEL should communicate to HPI the bank details.

15.2. In case of any change in the ownership, the HOTEL will transmit to HPI the notification with 15 days prior the change. The official communication should be sent to the administrative office of HPI.

16 INVOICES

16.1. Invoices shall state the name of the customer, the reservation number, dates of arrival and departure, the rate applied, the charges levied, the number of overnight stays. Invoices will have to bring charges as early as the net percentage of discount provided. Only invoice net of our agreed discount will be accepted. 16.2. The HOTEL is required to provide at the request of HPI proof of the permanence of the customer.

17 EXTRA CHARGES

Any extra costs or additional service booked by the customer upon arrival to the HOTEL, will be charged to the customer and paid directly to the HOTEL. HPI will not be required to receive any additional compensation, nor will be obligated to pay extra costs.

18 CONFIDENTIAL INFORMATION

18.1. Each Party shall hold the other Party's Confidential Information in strictest confidence and shall not disclose such Confidential Information to third parties nor use the other Party's Confidential Information for any purpose, other than as required to perform under this Agreement, without the prior written consent of the other Party

Hotelplan

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Secrets

Turisanda

Sede legale Hotelplan Italia Spa - 20121 Milano - Corso Sallustiana 36 piano B - P. IVA 00714350154 - UNICAZIONE IMMOBILIARE HOTELPLAN HOLDING LTD - ZURIGO

Hotelplan Italia S.P.A.
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HOTELPLANITALIA

SEMPRE IN VIAGGIO

Hotelplan Italia SpA - Sede legale
20122 Milano - C.so Italia, 1
Tel. +39 02/72.136.1 - Fax +39 02/87.755.8
e-mail: hotelplan@hotelplan.it

www.hotelplanitalia.it

00154 Roma - Via dei Condottieri 36 scala B
Tel. +39 06571271 - Fax +39 065712701
e-mail: roma@hotelplan.it

19 HEALTH & SAFETY SELF-CERTIFICATION (EUROPEAN LAWS)

"The HOTEL manifests that it fulfils with all the regulations and law in force against fire, hygienic on food, safety at the pool and safety in general (all emergency exits must be clearly marked with emergency lights; FIRE extinguishers should be available on each floor, smoke alarms fitted, and all the bedrooms should have printed instructions on what to do in an emergency).

Milan, January 29th 2009

Hotelplan Italia SpA
PRODUCT MANAGER

Name
LAURA SCHIAPPACASSE

Sign

 Hotelplan Italia S.p.A.
20122 Milano - C.so Italia, 1
Tel. 02/72.136.1 - Fax 02/87.75.68

HOTEL

..... HOTEL VICTOR.

Name

THOMAS GERES

Sign



Hotelplan



Secrets

Torissanda

Under license Hotelplan Italia SpA - C.so Italia, 1 - 20122 Milano - Capitale Sociale Euro 5.100.000.000 - N.R.L.A. 86823 - C.C. postale 465/9209 - Registro Imprese Codice Fiscale 01794201510017
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Exhibit 9

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HOTELPLANITALIA

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www.hotelplanitalia.it

00154 Roma - Via del Commercio, 36 scala B
Tel. +39 06571271 - Fax +39 0657127201
e-mail: roma@hotelplan.it

GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATIONS AND SERVICES FOR THE BRAND SECRETS LINE

Valid from 01st April 2009 to 31st March 2010

Among the Parties:

HOTELPLAN ITALIA SpA, hereinafter HPI, having its Registered Office address in Milano, Corso Italia 1,
regularly represented by Diego De Conti,

AND

Rancho de la Osa Guest Ranch, hereinafter HOTEL, located in La Osa Ranch Rd, Sasabe, AZ.

It is agreed as follows:

1 GENERAL CONDITIONS

This contract is subject to the following conditions:

the owner / lessor, that from now will be called HOTEL, grants the right to make rooms available for booking to the customers of Hotelplan Italia (that from now will be called HPI) or any other person, firm or company represented by HPI, for the brand SECRETS LINE for the period and the prices listed on the website www.secretslineshotels.com.

1.1 HPI will market the Hotel here contracted under the Brand Secrets Line.

1.2 HPI will provide advertising and promotion for the affiliates structures.

1.3 In addition to the brochures that will be distributed to the main Italian travel agencies in 2009, HPI will print directories (in English) where all the structures that will join the project will be collected.

Copies of the directories will be sent to the hotels that will make them available to customers at the reception. The publication will be annual and will not contain the affiliations that will take place through the year.

1.4 The HOTEL will pay a Fee (una Tantum) of € 200,00 (two hundred) for the affiliation to the brand SECRETS LINE paying the amount by room-barter.

1.5 The HOTEL will pay a fee as a marketing contribution of € 200,00 (two hundred) paying the amount by room-barter (deducting the amount from the booking through Secrets Line).

Hotelplan



Secrets
Line

Turksanda

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Ora Ricezione 4. Feb. 21:42

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HOTELPLANITALIA

SEMPRE IN VIAGGIO

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20122 Milano - Corso Italia, 1
Tel. +39 02721361 - Fax +39 02877558
e-mail: hotelplan@hotelplan.it

www.hotelplanitalia.it

00154 Roma - Via del Commercio, 36 scala B
Tel. +39 06571271 - Fax +39 065712701
e-mail: roma@hotelplan.it

1.6 The HOTEL will ensure to the brand SECRETS LINE the same rates published on its web site (if existing) or in any other booking system (Rate Parity).

1.7 The HOTEL will ensure the continuous update of rates (as well as other information manageable on the extranet). On these rates the HOTEL will recognize HPI a discount of 20%.

1.8 The HOTEL must guarantee the simultaneous publication in the portal Secrets Line of all special offers published on its web site or in any other booking engine. On these rates, the HOTEL will recognize HPI the same discount mentioned above.

1.9 The HOTEL will seek to provide HPI an equivalent access to the rooms compared to HPI competitors (Availability Parity). Once loaded, all the rates and rooms will be considered available for HPI.

Any change will have no effect on any reservation made before that time.

1.10 The HOTEL should always ensure a minimum availability of rooms for the length of the contract to the Secrets Line website.

1.11 No prepayment or direct payment at the HOTEL is provided. HPI will pay the amount of the reservation less the discount provided within 30 days from the date of the invoice.

1.12 Guests shall be solely responsible to Participating HOTEL for payment of all incidental charges that they may incur in excess of the Standard Room Charge. HPI shall not be responsible for the payment, collection or billing of such incidentals.

2 PRICES, RESERVATIONS AND RELEASE OF THE ROOMS

All rates valid between the HOTEL and HPI are commissionable and ^{NOT} inclusive of taxes and services. Rates can be modified at the discretion of the HOTEL keeping unchanged the following conditions:

2.1. Discount for HPI is the same initially agreed.

2.2. Prices can not be higher than those charged by the HOTEL to third parties.

2.2.1. The prices will be deemed valid for the rooms in allotment or for those rooms on request.

2.3. Reservations will be automatically sent to the e-mail address provided in each contract and will be counted on the basis of price available in the system at the time of confirmation.

2.4. All bookings are implicitly confirmed subject to availability allocated from the HOTEL. The HOTEL will have to respond to any communication given by HPI within 24 hours of receipt.

All reservations confirmed by a system availability will be honored by the HOTEL even in the lack of response to HPI.

2.4.1. Reservations on request will be replied with positive or negative outcome from the HOTEL within 24 hours.

2.5. In case of allotment, any room still available at the expiration of the release will be returned to the HOTEL.

2.5.1. The release time will be fixed at midnight - time zone of the HOTEL.

2.6 If a guest wishes to extend his or her stay over the date booked through HPI, such guest must negotiate rates with the HOTEL and make payment directly to the HOTEL (subject to availability). HPI will not be entitled to receive any additional compensation, or obligated to pay any additional charges, with respect to the extended stay.

3 OBLIGATIONS OF THE HOTEL

The HOTEL agrees the following points:

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UNICO AZIONISTA: CRI-APG HOTELPLAN HOLDING LTD - ZURIGO

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e-mail hotelplan@hotelplan.it

www.hotelplanitalia.it

00154 Roma - Via del Commercio, 36 scala B
Tel. +39 06571271 - Fax +39 0657127201
e-mail roma@hotelplan.it

3.1 The HOTEL accommodations are fully subject to the rules established by the local law in this area; as they are subject to the required standards regarding hygiene, fire safety and other important issues.

3.1.1. The HOTEL is in possession of all types of licenses, permits and certificates relating to the themes mentioned in clause 3.1.1.

3.1.2. Cots, installations and all means of entertainment available to HPI or clients represented, will be in a good state of maintenance, security, and must comply with applicable rules of the local laws.

3.2. The HOTEL shall have, during the period of this contract, an insurance policy that includes full coverage against fire, floods, storms, damage to third parties (including personal injury and death that may occur to customers, employees, agents or representatives of HPI) and any other type of risk that can be covered by an insurance.

3.3. If requested by HPI, the HOTEL will provide a copy of all insurance policies with a copy of the receipts of payments in force.

3.4. The HOTEL will keep as confidential any information referred to HPI (including the general aspects and details in terms of clients and prices paid by HPI).

3.5. The HOTEL is committed to load to the extranet all descriptive information, photos (quantity and resolution indicated by HPI), rates and allotment (as defined in agreement with HPI) and all data relating to ancillary services eventually supplied.

3.5.1. The HOTEL is directly responsible for the reliability and for the updating of the information in the extranet, including stop sales and changes in availability and prices.

4 OVERBOOKING

4.1. The HOTEL is responsible for the updating of the availability of rooms on the website Secrets Lines. Moreover the HOTEL has the direct management of the stop sales.

For any reason, if the HOTEL can not meet the accommodation provided, it will reprotect customers and will have to:

4.1.1. give written notification to Hotelplan within 3 days before the arrival of the customer, otherwise HPI will be forced to recognize compensation to customers in proportion to the inconvenience and documented by them, receiving back direct compensation from the HOTEL.

4.1.2. provide alternative accommodation of equal or superior quality and with characteristics similar to the original arrangement; this solution must be accepted in writing by HPI.

4.1.3. pay to HPI any price difference originating from an alternative accommodation managed and proposed to the client by HPI

4.1.4 pay the transport from the HOTEL to the alternative accommodation.

5 COMPLAINTS

5.1 In the event that HPI or any customer, agent or representative, will complain about the HOTEL accommodations or facilities, the same will be required to act promptly, with due diligence likely to solve the problem.

5.2 Complaints: in case HPI will present a complaint regarding the services offered, the HOTEL will provide a detailed response within 36 hours of notification.

If this will not happen, HPI will respond independently to the complaint and will reserve the right to recognize a fair compensation for inefficiency and will require reimbursement to the HOTEL.



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UNICO AZIONISTA: CREATED HOTELS AND HOLDINGS LTD - ZURIGO

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HOTELPLANITALIA

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www.hotelplanitalia.it

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Tel. +39 06571271 - Fax +39 0657127201
e-mail: roma@hotelplan.it

6. CANCELLATIONS AND NO SHOW

6.1. Unless otherwise agreed by the parties, the client may cancel his reservation without penalty ^{14 Days} ~~within 24~~ hours of arrival. *PRIOR TO ARRIVAL.*

6.2. Unless otherwise agreed by the parties, a no show will be a reason to charge a penalty equal to one night.

6.3 The cancellation and no-show policy shall not be more restrictive than the HOTEL imposes to customers that book directly with the HOTEL or through any HPI competitor.

6.4. Cancellations or changes must be notified by the customer only to HPI; the HOTEL will not manage any changes requested by the client.

7. COMPENSATION

7.1. The HOTEL will compensate HPI for any damages (including loss, costs or payments to be made to third parties) arising from claims or actions produced for non-compliance of the terms of this contract.

7.2. The responsibility of the HOTEL expressed in clause 7.1. will remain in force without any limitation of liability regardless of the law or jurisdiction the HOTEL or this contract are subjected

8. CONTRACT DURATION

8.1 This contract will be in force during the period agreed. The agreement will begin after the effective date (01/04/2009) and will continue for reservations made during the following calendar year.

This agreement will be automatically renewed for successive periods of 1 (one) year. Nevertheless it can be terminated by both parties with 30 days notice by certified mail or other means.

It may also be canceled due to force majeure and in case of war, boycott, epidemics and for any other reason of the same importance which caused the cancellation.

8.2 Neither Party shall be deemed in default or otherwise liable hereunder due to its inability to perform its obligations caused by fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, terrorist act, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of transportation, power, or communications system or any other similar cause beyond such Party's control.

9. MISCELLANEOUS

9.1. HPI reserves the right to change the names booked after the confirmation, if the identity of customers changes, without modifying the terms of this contract.

9.2. In case of transfer or sale to new proprietors during the period of validity of this contract, the HOTEL ensure that the Buyer will stand by all the obligations stipulated in this contract.

HPI reserves the right to cancel it.

9.3. The HOTEL, as supplier of hotel services, will cover all administrative and legal police procedures provided by existing legislation.

9.4. The HOTEL agree that Secrets Line will operate on behalf of HPI.

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UNICO AZIONISTA GRUPPO HOTELPLAN HOLDING LTD - LUGERO

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HOTELPLANITALIA

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e-mail: hotelplan@hotelplan.it

www.hotelplanitalia.it

00154 Roma - Via del Commercio, 36 scala B
Tel. +39 06571271 - Fax +39 065712720
e-mail: roma@hotelplan.it

9.5. All disputes and conflicts arising from this contract will be resolved between the parties. For any dispute is referred to the Court of Milan. The applicable law is always the Italian law.

9.6. HPI will not be considered in any way responsible for any damage caused by the customer to the HOTEL properties.

9.6.1. Any claim by the HOTEL against the customer will be handled directly between the two parties without the intervention of HPI.

9.7. HPI reserves the right to market and advertise the HOTEL, using its name, logos, images and descriptions in any manner and through any distribution channel that HPI considers appropriate for the purpose.

10 COPYRIGHT

10.1 All materials and content of the site www.secretslinehotels.com including (but not limited to) software, logos, trademarks, graphics, text, drawings, data, access information, images, maps and any other type of material or description contained in the pages of the site or in the dedicated extranet is owned by HPI or by its suppliers and is protected by copyright law. The HOTEL may not copy, reproduce, store, transmit, distribute, modify, sell or reuse the material without the prior written consent of HPI.

10.2. The information contained in the site www.secretslinehotels.com and in the extranet were published in bona fide, nevertheless HPI can not guarantee they are reliable and accurate; HPI therefore assumes no liability for any error or omission they present.

11 ACCESS TO THE EXTRANET

HPI carefully monitors the access to the extranet, transactions and possible changes made to information, pictures, prices and availability made by the HOTEL.

The access codes (user name and password) will be provided by HPI and must be preserved with care: no access code can be transferred to third parties.

The HOTEL and the user are directly responsible of the access codes and of the abuse that can be done.

HPI reserves the right to withdraw the access and to take legal action if found improper use of it.

For security reasons HPI reserves the right to change the access codes of the HOTEL.

Prices, release, availability, stop sales and minimum stay may be modified by the HOTEL. All these amendments are under its direct management.

12 ACCURACY OF DATA

12.1. Through the extranet, HPI realizes the database of tourist services and products in the destinations in which the HOTEL operates. The HOTEL ensures that the information in the extranet are complete and accurate, assuming responsibility towards the client and HPI. The HOTEL is also required to update constantly this information during the validity of the contract.

12.2. The information reported in the extranet are liable to further scrutiny by HPI before publication.

13 INFORMATION AND PROTECTION OF SENSITIVE DATA

13.1. It is extremely important for HPI the use and protection of sensitive data when HPI will need to access to sensitive data of its clients. HPI and the HOTEL ensure that this will be done under the terms of law.

13.2. The HOTEL is committed to protect and use sensitive data under the terms of law.



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HOTELPLANITALIA

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www.hotelplanitalia.it

00154 Roma - Via del Comandante, 36 - 5° e 6° P.
Tel. +39 06/5711271 Fax +39 06/57127201
e-mail: roma@hotelplan.it

13.3. HPI and the HOTEL have provided guarantees to have all the tools to protect sensitive data and prevent its deterioration, loss or unauthorized access, keeping the inherent insecurity.

13.4. HPI may disclose to third parties the information provided from the HOTEL concurrently but not limited to perform the services for the customer.

14 ANTI-FRAUD COOPERATION

14.1. If either party (HOTEL or HPI) is aware of the potential fraudulence of a reservation or non-validity of the information provided by the customer, both parties will cooperate in the management of the potentially fraudulent reservation even contemplating the possible cancellation, which must take place before 6.00 pm (time zone of the HOTEL) on the day of arrival of the customer.

15 PAYMENTS

15.1. The payment of each invoice is due to the HOTEL within 30 days of receipt.

The HOTEL is required to send the invoices no later than twelve months after the departure of the clients.

HPI will not be required to pay invoices received after that period.

HPI will be required to pay to the HOTEL the fare in the system at time of booking, net of the discount agreed in 1.7.

HPI will not be required to pay any amount to the HOTEL in case the customer leaves the HOTEL in advance because of an alleged dissatisfaction with the service or facility.

If HPI should repay a client because of lack or inadequate provision of service, the HOTEL will have to repay HPI within 30 days of the request.

In order to receive regular payments, the HOTEL should communicate to HPI the bank details.

15.2. In case of any change in the ownership, the HOTEL will transmit to HPI the notification with 15 days prior the change. The official communication should be sent to the administrative office of HPI.

16 INVOICES

16.1. Invoices shall state the name of the customer, the reservation number, dates of arrival and departure, the rate applied, the charges levied, the number of overnight stays. Invoices will have to bring charges as early as the net percentage of discount provided. Only invoice net of our agreed discount will be accepted. 16.2. The HOTEL is required to provide at the request of HPI proof of the permanence of the customer.

17 EXTRA CHARGES

Any extra costs or additional service booked by the customer upon arrival to the HOTEL, will be charged to the customer and paid directly to the HOTEL. HPI will not be required to receive any additional compensation, nor will be obligated to pay extra costs.

18 CONFIDENTIAL INFORMATION

18.1. Each Party shall hold the other Party's Confidential Information in strictest confidence and shall not disclose such Confidential Information to third parties nor use the other Party's Confidential Information for any purpose, other than as required to perform under this Agreement, without the prior written consent of the other Party.

Hotelplan Italia S.p.A. - Sede legale: 20122 Milano - Corso Italia, 1 - Tel. +39 02/72 36 11 - Fax +39 02/27559 - e-mail: hotelplan@hotelplan.it
 Hotelplan Italia S.p.A. - Sede operativa: 00154 Roma - Via del Comandante, 36 - 5° e 6° P. - Tel. +39 06/5711271 - Fax +39 06/57127201 - e-mail: roma@hotelplan.it

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HOTELPLANITALIA

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www.hotelplanitalia.it

00154 Roma - Via dei Condottieri, 16 - 00187
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e-mail: roma@hotelplan.it

19 HEALTH & SAFETY SELF-CERTIFICATION

"The HOTEL manifests that it fulfils with all the regulations and law in force against fire, hygienic on food, safety at the pool and safety in general (all emergency exits must be clearly marked with emergency lights;

FIRE extinguishers should be available on each floor, smoke alarms fitted, and all the bedrooms should have printed instructions on what to do in an emergency).

Wednesday, 28 January 2009

Hotelplan Italia SpA
Contract Manager

Diego De Conti

Rancho de la Osa Guest Ranch
Sales & Marketing Manager

Mikki Gries

Hotelplan



Secrets

Turisanda

Sede legale Hotelplan Italia SpA - Corso Italia 1 - 20122 Milano - Capitale Sociale Euro 5.000.000,00 - TIRATA 10.000 - Sede operativa Hotelplan Italia SpA - Via dei Condottieri, 16 - 00187 Roma - Capitale Sociale Euro 5.000.000,00 - TIRATA 10.000

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Exhibit 10

19/02/2010

Secrets LINE

INSPIRING HOTELS OF THE WORLD



HOTELPLANITALIA
NUMERO 19. 01.55.00.11

Secrets Line Now – Web Site Analysis

Secrets
LINE
-REVEALING THE WORLD

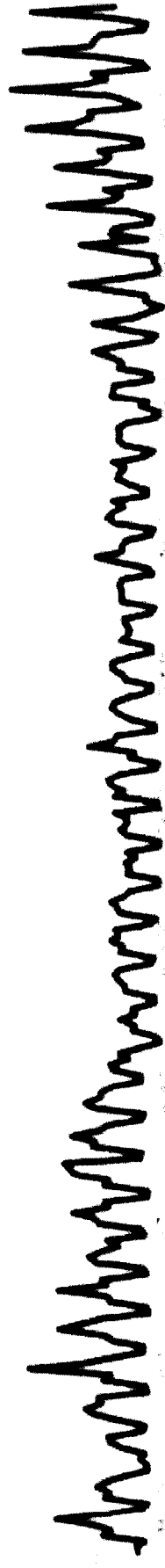
Secretslinehotels.com was launched in the middle of May 2009.

Since then:

- the site has accumulated more than 43.680 unique users;
- averagely 257 visitors per day.

Visits for all visitors

May 15, 2009 - Feb 17, 2010



PHASE I**PHASE II****PHASE III**

Production and
fundamental
implementation

- Multiroom booking and
kids reservations
- Special offers
- Web linking from travel
agents web sites to SL
- B2B2C code for cards

- CRM
- English version
- Flights reservations

€ 425.000**€ 250.000****€ 280.000****COMPLETED****TO BE
COMPLETED*****TO BE DONE ****

* Release of **Phase II** is delayed: kids and multiroom booking has been released last week, special offers will be released next week, and B2B2C code will be released within the end of March.

** **Phase III** has not been defined yet. We can choose to complete all the requirements (it will also depend to the possible integration with Mythos). If we will choose to realize only the fundamental implementation of Phase III, that are CRM and English translation, excluding the flights engine, the expenditure will be **€ 150.000**.

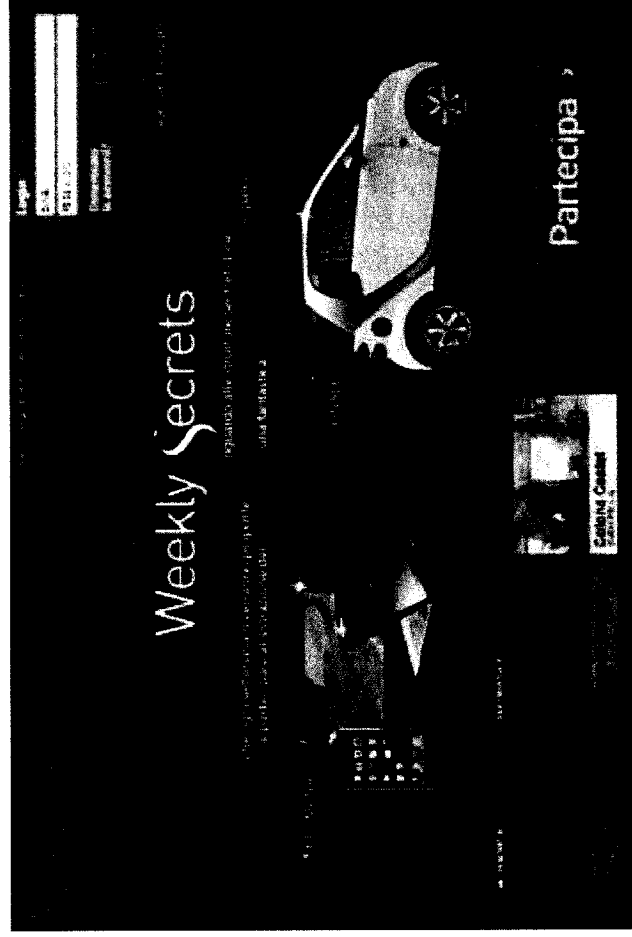
PLEASE NOTE that Phase I, II and III don't correspond to year 2008, 2009 and 2010, and in particular:

- Phase I** correspond to the financial year 2008/09;
- Phase II** correspond to the financial year 2008/09 and part of 2009/10;
- Phase III** correspond to the financial year 2009/10 and part of 2010/11.

B2B Marketing and Communication

Secrets
LINE
ASPINO HOTELS OF THE MOUNTAINS

- **Weekly Secrets** (www.weekly-secrets.com): is a program of information and incentives that consist of the weekly delivery of a Direct Email to the travel agents with the invitation to discover the weekly secret, each time linked to a different destination of the Secrets Line's offer. Timing: 26 weeks, from December 2009 to June 2010.

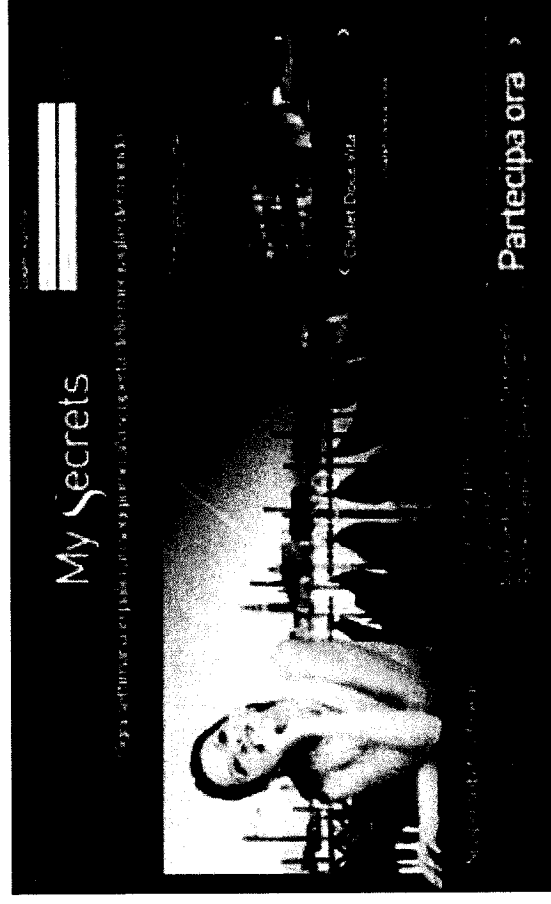


- **Hotel Directory 2010**: we have printed a 292 pages directory with all the hotels of our collection, that will be delivered to Italian travel agents.
- **Secrets Line Hotels** have been published in all Hotelplan and Turisanda Summer 2010 catalogues.

B2C Marketing and Communication

Secrets
L'INFINITO
ESPERANDO I DESTINI DI UN MONDO

➤ **My Secrets** (www.mysecrets.it): is a winning-price contest designed for consumers, that are invited to involve their friends and/or partner to discover the perfect travel mate. Thanks to an "acquaintance game", the pairs with the highest affinity score will win a weekend in one of the several destination of Secret Line. Timing: 8 weeks, from February to April 2010.

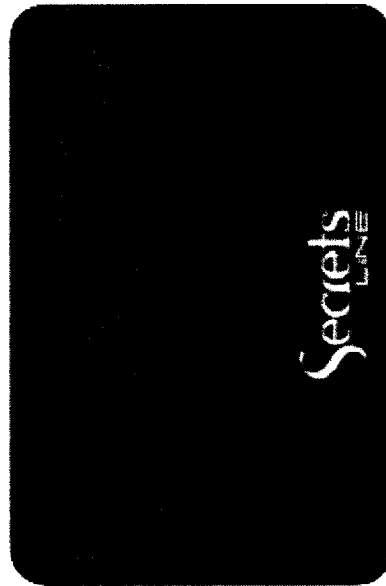


- **Web advertising** on vertical sites and blogs, keyword and social adv.
- **Radio advertising**: 2 weeks spot advertising on very well known Italian radio stations (Radio DeeJay and Capital).
- **Search engine optimization (SEO)**: activity which aim is to improve the volume and quality of traffic to the web site from search engines via "natural" or un-paid search results.

B2B2C Marketing and Communication



- **Secrets Card:** is a project that regards the Italian travel agencies but at the same time the final consumer. We will deliver, starting from March 2010, the Secrets Cards to the Italian travel agencies, with a code that allows their clients to make a reservation on Secrets Line web site receiving a 5% discount, and giving to them a 5% commission. At the same time, the travel agencies will publish on their web sites the link to secretslinehotels.com and will receive, for all the bookings made by their clients, coming from their web site to our, a 5% commission.



Agenzia Nome Numero	
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Budget for Marketing and Communication

Secrets
LUXURY
HOTELS OF THE WORLD

MARKETING & COMMUNICATION PLAN 2009/2010

	ACTIVITIES	PERIOD	COST
B2B	Weekly Secrets B2B Contest Hotel Directory and catalogues	Dec 2009-June 2010 Feb-Dec 2010	77.000 80.000
B2C	My Secrets B2C Contest Web Advertising Radio Advertising SEO	Feb-Apr 2010 Feb-Oct 2010 March-April 2010 Feb-Oct 2010	88.000 240.000 50.000 45.000
B2B2C	Secrets Card	April 2010-Oct 2011	50.000
	TOTAL		630.000

Secrets Line Forecast 2010

Secrets
L'ART DE
L'ESPÉRANCE
HOTELS OF THE WORLD

TURNOVER 2007/2008

441.000

TURNOVER 2008/2009

1.071.500

ACTUAL TURNOVER (OCT 09-FEB 10)

493.500

FORECAST 09/10

WINTER

SUMMER

FULL YEAR

TURNOVER (GROSS)

565.733

2.779.760

3.345.493



Exhibit 11

Da: frank okun [mailto:frankokun@comcast.net]
Inviato: lunedì 5 ottobre 2009 18.30
A: Tai, Alessandro
Oggetto: RE: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU

Hi Alessandro,

I've approved and signed the revised agreement, please see attached. I've also attached the completed property information form. Let me know who to send photos to, and please have someone send me the url, ID and password when available.

Thanks!

FRANK OKUN
Corporate Director of Revenue

Unique Boutique Hospitality Group
Hotel Renew ~ Hawaiian Monarch Hotel

Cell: 415-320-3737 Direct: 415-883-8371 Fax: 415-883-8996
www.hotelrenew.com
www.hawaiianmonarchhotels.com

From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]
Sent: Monday, October 05, 2009 7:54 AM
To: 'frank okun'
Subject: I: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU
Importance: High

Good morning Frank,
I hope this email finds you well.
Did you receive the email at bottom?
Kindly advise.
Best regards.
Alessandro

Da: Tai, Alessandro
Inviato: venerdì 2 ottobre 2009 10.13
A: 'frank okun'
Oggetto: R: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU
Priorità: Alta

Hi Frank,

I'm sending you back the amended contract (have added/modified it as per your indications).
Have also amended the validity that should be for 1 year (01st October 2009-30 September 2010).
Kindly sign it again and send it back to me.

You can send me a detailed description of the hotel and High Res pictures via email (one by one).

As soon as your page will be ready, you can start loading rates and rooms availability (we will send you a password and the Extranet Manual). Regarding the rates, there will be a separate box where you'll be able to indicate the taxes to be applied on the net rates (by doing so, the system will automatically add taxes to the rates loaded).

4/26/2010

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Many thanks.

Have a nice day!

Alessandro

Da: frank okun [mailto:frankokun@comcast.net]

Inviato: venerdì 2 ottobre 2009 1.31

A: Tai, Alessandro

Oggetto: RE: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU

Priorità: Alta

Hi Alessandro,

I've changed the agreement to a net rate agreement as we discussed, signed and attached. Let me know if I'm supposed to enter the net rate in one field and tax in a separate field, or do I need to calculate net rate + tax in one amount, or if your system will automatically calculate taxes.

Also, let me know who I work with to send photos, descriptions, etc. Do you have a property and room description form to complete?

Thanks,

FRANK OKUN

Corporate Director of Revenue

Unique Boutique Hospitality Group

Hotel Renew ~ Hawaiian Monarch Hotel

Cell: 415-320-3737 Direct: 415-883-8371 Fax: 415-883-8996

www.hotelrenew.com

www.hawaiianmonarchhotels.com

From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]

Sent: Wednesday, September 30, 2009 8:58 AM

To: 'frank okun'

Subject: R: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU

Hi Frank,

nice to hear from you! I hope you have not been effected at all by the consequences of the earthquake and tsunami that has taken place in the Pacific recently.

We could process like this:

We make a NET rate contract and you'll be loading NET rates + taxes.

In all cases reservation will feature all details together with rate applied, so it should be easy.

Please let me know what you think about it.

Hoping to hear from you soon.

Best regards.

Alessandro

Da: frank okun [mailto:frankokun@comcast.net]

Inviato: mercoledì 30 settembre 2009 17.06

4/26/2010

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A: Tai, Alessandro

Oggetto: RE: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU

Hi Alessandro,

Yes, I rec'd your email answer, thanks. I'm still trying to figure out if your method works with our accounting process. When the res comes in, does it show the net rate? That's the only way our billing will be accurate. If we have to remember to deduct 15% on gross rates, we may forget, and the whole billing process get's tangled up and confused.

We're used to having two different types of reservation systems:

1. We load net rates, and bill off the net rate + tax on the net rate (or)
2. We load gross rates, and pay commission after the guest checks out

From what I'm seeing, your system does not fit either of these options. Am I wrong? If it's a third type of method, I have to decide if our accounting staff will be able to figure it out. Thanks,

Frank

From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]

Sent: Wednesday, September 30, 2009 1:44 AM

To: 'frankokun@comcast.net'

Subject: I: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU

Importance: High

Hi Frank,

did you receive the email at bottom?

Is everything clear?

Thanks for advising.

Best regards.

Alessandro

Da: Tai, Alessandro

Inviato: martedì 29 settembre 2009 9.20

A: 'frank okun'

Oggetto: R: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU

Priorità: Alta

Hi Frank,

thank you for your email.

Kindly find all the answers to your questions at bottom (in red).

Please, do not hesitate to contact me should you require further infos.

Thank you for your cooperation.

Have a nice day!

Alessandro

Da: frank okun [mailto:frankokun@comcast.net]

Inviato: lunedì 28 settembre 2009 21.32

A: Tai, Alessandro

Oggetto: RE: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU

Priorità: Alta

Hi Alessandro,

Thanks for sending your contract. I have just started reading and have some questions:

1. The contract mentions a 15% discount, then mentions a 15% commission. These are two separate types of rate systems. Please confirm that you are not adding a 15% discount + 15% commission = 30% total cost. NO, it is 15pct in total (you can call it discount or commission, but it's just 1 voice)

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2. I am unclear if this contract is asking for a NET rate, or a GROSS rate with commission after checkout. I'm assuming this is for a NET contract, but the 15% commission mention made it confusing. Sorry for confusion. This contract is asking for Gross rate (Gross rates have to be loaded by you on our Extranet). On these rates we'll be recognized a 15pct commission (discount). Upon client's check out you'll send us an invoice for the gross rate less our 15pct commission (discount) + local taxes.
3. I saw a mention regarding "tax-inclusive". This system is always extremely difficult to manage when loading net rates. For instance, our standard net system example is as follows: (when working with Expedia, Travelocity, Orbitz, etc)
 - **Option A:**
 - Gross rate to guest = \$169
 - Net Rate loaded in extranet = \$143.65 (based on 15% discount) – this net rate does not include tax
 - Guest pays \$169 to agency + 12.96% tax = \$190.90
 - Hotel bills agency for \$143.65 + 12.96% tax (on \$143.65) = \$162.27
 - **Option B:**
 - Based on gross rate of \$169
 - Net rate loaded in extranet = \$143.65 + 12.96% tax of \$18.62 = \$162.27
 - Agency charges \$190.90 to guest
 - Hotel bills agency for \$162.27
 - **In this situation, we can only accept if the reservation faxed to the hotel outlines the net rate and tax separately. This way, our front desk staff would know how much to enter for pre-tax room revenue.**

As I said, it is much easier for me to load rates before tax, then your agency would add tax when quoting to the guest. Let me know the answers to these questions and I'll go back to completing the contract.

The general indication on the contract are valid for all hotels worldwide. Most of the hotel have rates inclusive of taxes. For all the hotels in the Americas, where taxes have to be added, you'll load the rates as follows:

- We (Secrets Line Hotels) will insert a "commission box" of 15% that will be applied on all the gross rates you'll be loading.
- We (Secrets Line Hotels) will insert a "tax box" that will add 12,96% tax on all the gross rate you'll be loading (extra bedding inclusive).
- You have to load gross rates (Usd 169 following your example) exclusive of taxes. The system automatically will calculate our discount (commission) of 15pct on the gross rate and will apply local taxes to the gross rate (12,96% following your example).

Thanks!

FRANK OKUN
Corporate Director of Revenue

Unique Boutique Hospitality Group
Hotel Renew ~ Hawaiian Monarch Hotel

Cell: 415-320-3737 Direct: 415-883-8371 Fax: 415-883-8996
www.hotelrenew.com
www.hawaiianmonarchhotels.com

From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]
Sent: Monday, September 28, 2009 1:31 AM
To: 'frankokun@comcast.net'
Subject: R: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU
Importance: High

Dear Frank,

thank you very much for your email and your willing in joining our collection.

4/26/2010

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Herewith enclosed you will find our contract with the following modifications as requested by your side:

- Commission 15 pct
- Payments: 15 days from invoice receipt (that will be issued at the time of client's check out) and we will provide a valid corporate Credit Card to guarantee payment as well

Kindly advise your cancellation policy (you can modify the standard one on the contract if different from it).

Kindly sign the contract and fill out the hotel Form and forward the both of them back to me, together with a link in order to download high resolution pictures of the hotel (at least 15 pictures).

As soon as you page will be opened, I'll provide you Password ad Log-in details in order you to load both rates and availability on our Extranet.

Please do not hesitate to contact me should you require more infos.

Hoping to hear from you soon.

Have a nice day.

Alessandro

Da: frank okun [mailto:frankokun@comcast.net]

Inviato: venerdì 25 settembre 2009 23.22

A: Tai, Alessandro

Cc: Tai, Alessandro

Oggetto: I: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU

Priorità: Alta

Dear Alessandro,

I have been assigned to work with you on the agreement for the Hotel Renew, as I am their revenue manager. We are willing to work with you on the Secrets Line Hotels product, based on the following conditions:

1. Commission = 15%
2. Payment can be up to 15 days, as long as we have a valid corporate credit card to charge in case payment is not made within 15 days
3. Net rate has no ceiling, in other words, no maximum amount. We would remain in parity with all other E-channels such as Expedia, etc.
4. Allotments can be increase, reduced, or closed out at any time, via extranet.

If you are in agreement, please email me your agreement for signature. I would be the one to manage the extranet system. Many thanks, and we look forward to hopefully working with you shortly!

Best regards,

FRANK OKUN

Corporate Director of Revenue

Unique Boutique Hospitality Group

Hotel Renew ~ Hawaiian Monarch Hotel

Cell: 415-320-3737 Direct: 415-883-8371 Fax: 415-883-8996

www.hotelrenew.com

www.hawaiianmonarchhotels.com

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From: "Tai, Alessandro" <a.tai@secretslinehotels.com>
Date: September 22, 2009 9:26:28 PM HST
To: "nancy@nupr.com" <nancy@nupr.com>
Subject: I: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU

Dear Nancy,
 I hope this email finds you well.
 Just was wandering if you have had the possibility of taking a look at our proposal and would appreciate a comment on your side.
 Thank you for your cooperation.
 Best regards.
 Hava a nice day.
 Alessandro Tai

Da: Tai, Alessandro
Inviato: giovedì 17 settembre 2009 10.04
A: 'Nancy Uber'
Oggetto: R: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU
Priorità: Alta

Dear Nancy,

thank you for your email and for your interest in Secrets Line Hotels, inspiring hotels of the world.
 Participating at the selection is very easy.
 Herewith enclosed you will find our basic contract (that can be partially modified according to your needs) and the Hotel Form that has to be filled out by each hotel.
 For joining the collection we will NOT require any affiliation fee, but we require the hotel to load both rates and availability through our Extranet (a member ID and a manual will be provided, together with our total assistance anytime).
 We have to be guaranteed the "Parity rate policy" (comparing to all worldwide competitors) and be recognized a commission (normally 20pct on the rack rates, but we can discuss about it), as we also work with more than 4.000 among the most reliable Italian travel agencies and have to recognize them a commission of 10pct on our side.
 Clients will pay for their stay directly to us by credit card as soon as they make a reservation (they don't have to pay the hotel...except for meals and incidentals of course) and normally we receive invoices from the hotels as soon as the clients leave the hotels. Generally speaking most of the hotels allow us payments within 30 days of invoice receipt, but we can discuss about it and find the best solution for both of us and provide you with all bank guarantees required according to your needs.

I think this could be a great opportunity for both of us (we will feature a nice property in Honolulu and you'll be greatly visible especially in the Italian market) and hope you'll decide to joining our collection.

Please do not hesitate to contact me should you require more information.

Hoping to hear from you soon.

Have a nice day!
 Best regards.

Alessandro Tai

Da: Nancy Uber [mailto:nancy@nupr.com]

4/26/2010

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Inviato: mercoledì 16 settembre 2009 23.37

A: Tai, Alessandro

Oggetto: Re: SECRETS LINE HOTELS SELECTION for RENEW HOTEL HONOLULU

Hello Alessandro-

Thanks so much for getting in touch with us at Hotel Renew. Please let us know what else this relationship would entail- we would love to receive some more information.

Thanks so much-

Nancy Uber

Nancy Uber

NÜ PR

(415) 672-2950

nancy@nupr.com

On Sep 15, 2009, at 11:51 PM, Tai, Alessandro wrote:

Dear Sirs,

I hope this email finds you well.

I represent Hotelplan Italy which is a top end Italian outgoing tour operator (Hotelplan Italy is also part of Hotelplan International Group, based in Switzerland).

A few months ago we have successfully released a new bookable website www.secretslinehotels.com dedicated to our collection of very particular, precious and intimate hotels all over the world. I think your beautiful properties, located in Honolulu, perfectly fits the standards required to be added to our collection and so be greatly visible to the Italian market. This is why the website is in Italian only at the moment, but it will be shortly available in English, in order to better allow worldwide reservations. Because of this, we are going to increase our collection by affiliating more hotels worldwide.

Our consolidated clients are top end Italian travelers that book their stay directly from our website and more than 4.000 among the most reliable Italian travel agencies. We are considered to be one of the very top Italian tour operators in terms of number of Italian tourists travelling to the US (with both brands **Hotelplan Italia** and **TClub**).

As **Secret Line Hotels** (that is another Hotelplan Italia brand) we are opening in these days new affiliations worldwide. At the moment in North America we have just a couple of hotels affiliated for this project in Miami (The Victor and The Pelican), one in San Diego (The Keating) and a beautiful Ranch. I'm having contacts in these days with properties in major cities in the US and Canada in order to have a selection in major tourist and business destinations. Being a selection of very intimate, small and precious hotels, I think that the properties you represent you represent could be a very good option.

If you consider this project interesting for you (and I'm confident you will) and wish to get more information about it please do not hesitate to contact me anytime. It will be a pleasure giving you more details and start working together!

Hoping to hear from you very soon.

Best regards.

Alessandro Tai

<image001.jpg>

4/26/2010

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<image002.jpg>

Alessandro Tai
Secrets Line
Hotelpian Italia S.p.A.

20122, Milano - Corso Italia, 1
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www.hotelpianitalia.it

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4/26/2010

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Exhibit 12

Da: Tai, Alessandro
Inviato: martedì 20 aprile 2010 10.59
A: Racchelli, Evelyn
Oggetto: I: HIGH RESOLUTION PICTURES OF RANCHO DE LA OSA

Da: mikki@ranchodelaosa.com [mailto:mikki@ranchodelaosa.com]
Inviato: giovedì 3 settembre 2009 18.41
A: Tai, Alessandro
Oggetto: Re: HIGH RESOLUTION PICTURES OF RANCHO DE LA OSA

Hi Alessandro,

I just looked at the website and saw the Cantina photo next to our listing on the North America page, but I got an "errore interno" message when I tried to click through to our individual listing. Maybe the site is being updated??....

Attached is the "Guest Room Porches" photo, and I will send the "Tea Salon" separately. I also have a great photo of a guest in Western apparel (boots, hat, chaps, etc.) that I am going to have converted to a higher resolution and send to you. The Italian market will love it!!

Brgds,

Mikki

----- Original Message -----

From: Tai, Alessandro
To: 'mikki@ranchodelaosa.com'
Sent: Thursday, September 03, 2009 12:06 AM
Subject: R: HIGH RESOLUTION PICTURES OF RANCHO DE LA OSA

Dear Mikki,

I have loaded new pics on our website....

Please take a look at them

http://www.secretslinehotels.com/stati_uniti_damerica/arizona/sasabe/rancho_de_la_osa_guest_ranch?N=4294966338

these ones are missing:

Guest Room Porches

Tea Salon

Kindly send them back to me.

Thanks for your coop.

Alessandro

Da: mikki@ranchodelaosa.com [mailto:mikki@ranchodelaosa.com]
Inviato: mercoledì 2 settembre 2009 21.43
A: Tai, Alessandro
Oggetto: Re: HIGH RESOLUTION PICTURES OF RANCHO DE LA OSA

Dear Alessandro,

I sent three messages with two photos each, and have received one message from "Mail Delivery" that a message could not be sent to you for the past 4 hours. My problem is that I don't know which message it is!

Please let me know which two you have not received from the list of six below, and I will try to resend.

Baby Longhorns
Cantina at Sunset
Guest Room Porches
Tea Salon
Rancho Dining room
Dessert Especial

Thanks,

Mikki

----- Original Message -----

From: Tai, Alessandro
To: 'mikki@ranchodelaosa.com'
Sent: Tuesday, September 01, 2009 11:59 PM
Subject: R: HIGH RESOLUTION PICTURES OF RANCHO DE LA OSA

Hi there Mikki,
first 4 pictures received....
Waiting for others if you have.
Thanks a lot!
Alessandro

Da: mikki@ranchodelaosa.com [mailto:mikki@ranchodelaosa.com]
Inviato: mercoledì 2 settembre 2009 2.11
A: Tai, Alessandro
Oggetto: Re: HIGH RESOLUTION PICTURES OF RANCHO DE LA OSA

Hi Alessandro,

I will send you several messages with one or two photos attached, since the files are large with the higher resolution. Let me know that you have received them.

Thanks!

Mikki

----- Original Message -----

From: Tai, Alessandro
To: 'mikki@ranchodelaosa.com'
Sent: Tuesday, September 01, 2009 9:26 AM
Subject: R: HIGH RESOLUTION PICTURES OF RANCHO DE LA OSA

Dear Mikki,
I would like to add some more pictures regarding rooms and common areas of the Rancho. They have to be in high resolution in order to have a better quality on the website.
Sorry for the confusion.
Please do not hesitate to contact me should you need more infos.
Kind regards.
Alessandro Tai

Da: mikki@ranchodelaosa.com [mailto:mikki@ranchodelaosa.com]
Inviato: martedì 1 settembre 2009 18.21

A: Tai, Alessandro

Oggetto: Re: HIGH RESOLUTION PICTURES OF RANCHO DE LA OSA

Dear Tai,

In reviewing our listing on the Secrets Line website, we do have ten photos featuring our facilities, property and activities. Do you want additional or different photos for the website, or do you need high resolution photos for print brochures I'm sorry I am a little bit confused! Please advise what you need, and I will get it to you as soon as possible.

Brgds,

Mikki Gries
Sales & Marketing Manager
Rancho de la Osa
One La Osa Ranch Road, Sasabe, AZ 85633
(520) 229-0103 Direct
(800) 872-6240 Reservations
www.ranchodelaosa.com

----- Original Message -----

From: Tai, Alessandro

To: mikki@ranchodelaosa.com

Sent: Tuesday, September 01, 2009 1:01 AM

Subject: I: HIGH RESOLUTION PICTURES OF RANCHO DE LA OSA



HOTELPLANITALIA
IN AFFIDAMENTO

Alessandro Tai
Secrets Line
Hotelplan Italia S.p.A.

20122, Milano - Corso Italia, 1
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{HotelPlan default disclaimer}

Da: Tai, Alessandro

Inviato: giovedì 27 agosto 2009 11.36

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4/26/2010

A: 'mikki@ranchodelaosa.com'

Oggetto: HIGH RESOLUTION PICTURES OF RANCHO DE LA OSA

Dear Mikki,

I hope this email finds you well.

in order to add new pictures of beautiful Rancho de la Osa, would you kindly send me high resolution pictures of both hotels in order to allow me to load them on our Secrets Line Hotels Website?

Thank you very much for your cooperation.

Best regards.

Alessandro Tai

4/26/2010

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Exhibit 13

-----Messaggio originale-----

Da: Sandra Vivas [mailto:svivas@thekeating.com]

Inviato: giovedì 10 dicembre 2009 18.58

A: Tai, Alessandro

Oggetto: RE: EXTRANET MANUAL SECRETS LINE HOTELS WEBSITE

Tai,

The rates are loaded.

Please make us live.

Thanks,

Sandra Vivas
General Manager

432 F Street
San Diego, CA. 92101

P) 619.814.5708

F) 619.814.5750

svivas@thekeating.com

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www.themerk.com

"Courage is not the towering oak that sees storms come and go; it is the fragile blossom that opens in the snow"

-----Original Message-----

From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]

Sent: Thursday, December 10, 2009 9:03 AM

To: Sandra Vivas

Subject: I: EXTRANET MANUAL SECRETS LINE HOTELS WEBSITE

Importance: High

Dear Sandra,

I hope this email finds you well,

kindly advise if you have uploaded rates and rooms availability on our Extranet, in order me to put The Keating bookable ONLINE from our website.

Thank you very much for advising.

Best regards.

Alessandro Tai

4/26/2010

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<http://www.hotelplanitalia.it/sign/logo_hp.jpg>

Alessandro Tai

Account Specialist Americas & Caribbean

Secrets Line

Hotelplan Italia S.p.A. 20122, Milano - Corso Italia, 1

Tel. +39.02.72136.1

Fax +39.02.877.558

a.tai@hotelplan.it

www.hotelplanitalia.it <<http://www.hotelplanitalia.it/>>

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{HotelPlan default disclaimer}

Da: Tai, Alessandro

Inviato: giovedì 19 novembre 2009 9.11

A: 'svivas@thekeating.com'

Oggetto: I: EXTRANET MANUAL SECRETS LINE HOTELS WEBSITE

Priorità: Alta

Dear Sandra,

thank you for your email.

Here is everything you need.

Please do not hesitate to contact me should you require further assistance.

In case of need here i salso my Skype address alessandro.tai .

Best regards.

Alessandro Tai

Da: Tai, Alessandro

Inviato: mercoledì 21 ottobre 2009 15.41

A: 'falbanese@thekeating.com'

Cc: 'svivas@thekeating.com'

Oggetto: EXTRANET MANUAL SECRETS LINE HOTELS WEBSITE

Priorità: Alta

4/26/2010

Hotelplan Italia S.P.A.
CONFIDENTIAL
000391

Dear Sirs,

I hope this email finds you very well.

Herewith enclosed you will find our Extranet Manual that will allow you to upload both rates and rooms availability on our Secrets Line Hotels website.

Your USER ID is hpthekeating

Your PASSWORD is hpthekeating

As soon as you log in we suggest you to change your password, in order you to have the exclusive access to rates and availability loaded.

Kindly make sure that all details are entered, especially:

- Rates
- Periods
- Parameters (Children Policy and Taxes)
- Cancellation Policy
- Rooms Availability
- Hotels details and contacts (kindly make sure that all boxes are filled up)

Remember that on the rates loaded we will be recognized a discount of 18pct (commission) that has to be deducted upon payment by our side (within 30 days of receipt of your invoice).

Kindly note that rates entered are in USD.

Should you find some difficulties in entering rates, kindly let me know. I'll be more than glad to assist you anytime.

Also kindly send me a rate sheet (plus surcharges for 3rd person in room, both adult and child) together with canx policies, in order me to check that everything has been correctly loaded.

Thank you for your precious cooperation.

Best regards.

Alessandro Tai

4/26/2010

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Exhibit 14

Da: Tai, Alessandro
Inviato: martedì 20 aprile 2010 9.36
A: Racchelli, Evelyn
Oggetto: I: contract for Secrets Line Hotels website

Ecco quanto richiesto..

Da: Vanessa [mailto:Vanessa@pelicanhotel.com]
Inviato: martedì 4 agosto 2009 18.29
A: Tai, Alessandro
Oggetto: RE: contract for Secrets Line Hotels website

Here you go.

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201
Fax 305-673-3255
Email vanessa@pelicanhotel.com

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From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]
Sent: Tuesday, August 04, 2009 11:47 AM
To: Vanessa
Subject: R: contract for Secrets Line Hotels website

Dear Vanessa,
thank you very much for your prompt answer.
Herewith enclosed you will find our basic contract.
Take your time to have a look at it and feel free to modify the points that don't match your requirements.
Thank you very much for your cooperation.
Best regards.
Alessandro Tai

Da: Vanessa [mailto:Vanessa@pelicanhotel.com]
Inviato: martedì 4 agosto 2009 17.39
A: Tai, Alessandro
Oggetto: RE: contract for Secrets Line Hotels website

Alessandro,

4/26/2010

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It is a pleasure, please send me the contract.

Thank you,

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201
Fax 305-673-3255
Email vanessa@pelicanhotel.com

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From: Tai, Alessandro [<mailto:a.tai@secretslinehotels.com>]
Sent: Tuesday, August 04, 2009 9:48 AM
To: Vanessa
Subject: contract for Secrets Line Hotels website

Dear Vanessa,
first of all let me introduce myself to you as your new reference in Hotelplan (Secrets Line Hotels website).
I'm sure the cooperation between Hoteplan and Pelican Hotel in Miami will increase shortly. I've had the opportunity to visiting the hotel a few years ago and everytime I come to Miami I have at least one dinner at the Pelican Restaurant as I like it very much.
We are still waiting for the contract signed by your side, in order to forward you as soon as possible both password and instructions. Once you'll have both of them, you'll be able to load your rates and availabilities on our website.
Thank you very much for your cooperation.
Hoping to hear from you soon.
Best regards.
Alessandro Tai



HOTELPLANITALIA
ASSOCIATO CON HOTELPLAN

Alessandro Tai

20122, Milano - Corso Italia, 1

4/26/2010

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CONFIDENTIAL
000395

Secrets Line
Hotelplan Italia S.p.A.

Tel. +39.02.72136.1
Fax +39.02.72136.465
email: a.tai@hotelplan.it

www.hotelplanitalia.it

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{HotelPlan default disclaimer}

4/26/2010

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Da: Paolo [mailto:Paolo@pelicanhotel.com]
Inviato: mercoledì 18 novembre 2009 17.17
A: Tai, Alessandro
Oggetto: RE: Extranet Manual for Secrets Line Hotels website

Ciao Alessandro, qua siamo gia' belli di corsa.
Nel frattempo abbiamo cambiato uffici, computer ...

Qual e' il sito per entrare nell'extranet ...
Aggiornero' oggi le rate non appena riesco ad entrarci.

Scusaci ...

Ciao, paolo



Paolo Albertoni
Marketing Director

Pelican Hotel
826 Ocean Drive
Miami Beach FL 33139
Phone 305 673 3373 ext 112
Fax 305 673 3255
Email: paolo@pelicanhotel.com
www.pelicanhotel.com

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From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]
Sent: Wednesday, November 18, 2009 4:17 AM
To: Paolo
Subject: I: Extranet Manual for Secrets Line Hotels website
Importance: High

Dear Paolo,
I hope this email finds you well.
I urgently need to have your rates and rooms availability entered in our Extranet in order Pelican Hotel to be bookable ONLINE.
Also urgently send me a RATE SHEET valid for 2010.
Thank you for your cooperation.
Best regards.
Alessandro Tai

Da: Tai, Alessandro
Inviato: giovedì 29 ottobre 2009 16.52
A: 'Paolo'

4/26/2010

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Oggetto: I: Extranet Manual for Secrets Line Hotels website
Priorità: Alta

Dear Paolo,
I hope this email finds you well.

Did you have the possibilità of entering our Extranet in order to Upload both rates and availability of Pelican Hotel?

Maybe, if you send me a rates sheet with canx policies I could help you in entering the rates for you.

Please give me a feedback at your earliest convenience.

Thank you for your cooperation.

Best regards.

Alessandro Tai

Da: Tai, Alessandro
Inviato: mercoledì 21 ottobre 2009 14.42
A: 'Paolo'
Oggetto: R: Extranet Manual for Secrets Line Hotels website
Priorità: Alta

Dear Paolo,

sorry for this delay in answering, but I've been out of office for 1 week.

Your new Passwords in order to enter our Extranet is as follows:
Your USER ID is hpthepellican
Your PASSWORD is hpthepellican

Kindly advise as soon as you have uploaded both rates and availabilities.

I remain at your entire disposal, should you require any kind of assistance with the uploading prodedures.

Best regards.
Alessandro

Da: Paolo [mailto:Paolo@pelicanhotel.com]
Inviato: lunedì 12 ottobre 2009 21.40
A: Tai, Alessandro
Oggetto: RE: Extranet Manual for Secrets Line Hotels website

Dear Alessandro, thank you for your email.

Vanessa she is no longer with the Pelican so in the future please use only myself as contact.

I tried to log in with the password from your email but it says "incorrect".

Let me know at your best convenience.

4/26/2010

Hotelpian Italia S.P.A.
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All our best, Paolo



Paolo Albertoni
Marketing Director

Pelican Hotel
826 Ocean Drive
Miami Beach FL 33139
Phone 305 673 3373 ext 112
Fax 305 673 3255
Email: paolo@pelicanhotel.com
www.pelicanhotel.com

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From: Tai, Alessandro [<mailto:a.tai@secretslinehotels.com>]
Sent: Monday, October 12, 2009 9:56 AM
To: Vanessa
Cc: Paolo
Subject: Extranet Manual for Secrets Line Hotels website
Importance: High

Dear Vanessa and Paolo,
I hope this email finds the both of you very well.

Herewith enclosed you will find our Extranet Manual that will allow you to upload both rates and rooms availability on our Secrets Line Hotels website.

Your USER ID is **hpthe pelican**
Your PASSWORD is **hpthe pelican**

As soon as you log in we suggest you to change your password, in order you to have the exclusive access to rates and availability loaded.

Kindly make sure that all details are entered, especially:

- Rates
- Periods
- Parameters (Children Policy and Taxes)
- Cancellation Policy
- Rooms Availability
- Hotels details and contacts (kindly make sure that all boxes are filled up)

Remember that on the rates loaded we will be recognized a discount of **20pct** (commission) that has to be deducted upon payment by our side (within **30 days of receipt of your invoice**).

Kindly note that rates entered are in **USD**.

Should you find some difficulties in entering rates, kindly let me know. I'll be more than glad to assist you anytime.

Thank you for your precious cooperation.

4/26/2010

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Best regards.

Alessandro Tai

Da: Vanessa [mailto:Vanessa@pelicanhotel.com]

Inviato: mercoledì 26 agosto 2009 20.27

A: Tai, Alessandro

Cc: Paolo

Oggetto: RE: Pelican Hotel Pictures

Dear Alessandro,

It is very warm, and rather humid with bouts of rain here and there... I am copying Paolo Albertoni, our Marketing Director on this email, he should be able to send you some pics.

Thank you and warmest regards from Miami Beach!

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201

Fax 305-673-3255

Email vanessa@pelicanhotel.com

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From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]

Sent: Wednesday, August 26, 2009 10:35 AM

To: Vanessa

Subject: Pelican Hotel Pictures

Dear Vanessa,

I hope this email finds you well.

What's the weather like in Miami? Still warm and humid?

I would like to add more pictures of beautiful Pelican Hotel on our Secrets Line Hotels website.

Please, kindly send me updated high resolution pictures in order to load them on our website.

Thank you very much for your precious cooperation.

Best regards.

Alessandro Tai

Da: Vanessa [mailto:Vanessa@pelicanhotel.com]

Inviato: martedì 4 agosto 2009 18.29

A: Tai, Alessandro

Oggetto: RE: contract for Secrets Line Hotels website

Here you go.

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201
Fax 305-673-3255
Email vanessa@pelicanhotel.com

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From: Tai, Alessandro [<mailto:a.tai@secretslinehotels.com>]
Sent: Tuesday, August 04, 2009 11:47 AM
To: Vanessa
Subject: R: contract for Secrets Line Hotels website

Dear Vanessa,
thank you very much for your prompt answer.
Herewith enclosed you will find our basic contract.
Take your time to have a look at it and feel free to modify the points that don't match your requirements.
Thank you very much for your cooperation.
Best regards.
Alessandro Tai

Da: Vanessa [<mailto:Vanessa@pelicanhotel.com>]
Inviato: martedì 4 agosto 2009 17.39
A: Tai, Alessandro
Oggetto: RE: contract for Secrets Line Hotels website

Alessandro,

It is a pleasure, please send me the contract.

Thank you,

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201
Fax 305-673-3255

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4/26/2010

Email vanessa@pelicanhotel.com



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From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]

Sent: Tuesday, August 04, 2009 9:48 AM

To: Vanessa

Subject: contract for Secrets Line Hotels website

Dear Vanessa,

first of all let me introduce myself to you as your new reference in Hotelplan (Secrets Line Hotels website).

I'm sure the cooperation between Hoteplan and Pelican Hotel in Miami will increase shortly. I've had the opportunity to visiting the hotel a few years ago and everytime I come to Miami I have at least one dinner at the Pelican Restaurant as I like it very much. We are still waiting for the contract signed by your side, in order to forward you as soon as possible both password and instructions. Once you'll have both of them, you'll be able to load your rates and availabilities on our website.

Thank you very much for your cooperation.

Hoping to hear from you soon.

Best regards.

Alessandro Tai

 HOTELPLANITALIA <small>SECRETS LINE HOTELS</small>	
Alessandro Tai Secrets Line Hotelplan Italia S.p.A.	20122, Milano - Corso Italia, 1 Tel. +39.02.72136.1 Fax +39.02.72136.465 email: a.tai@hotelplan.it
www.hotelplanitalia.it	

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4/26/2010

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Pelican Hotel 2010/2011

Rates and policy may change without notice.

	season	sub season	summer	sub season	summer	sub season	season
RACK	1/7/2010 to 03/27/10	3/28/2010 to 05/31/10	6/1/2010 8/5/2010	8/6/2010 to 08/28/10	8/29/2010 to 10/07/10	10/8/2010 to 12/27/10	12/28/2010 1/6/2011
Deluxe Queen or Twin	\$245.00	\$185.00	\$155.00	\$165.00	\$165.00	\$185.00	\$265.00
Deluxe Oceanfront	\$265.00	\$185.00	\$165.00	\$185.00	\$185.00	\$195.00	\$285.00
Oceanfront Suites	\$275.00	\$245.00	\$195.00	\$225.00	\$195.00	\$245.00	\$345.00
Oceanfront Suites Executive Suite	\$385.00	\$345.00	\$295.00	\$325.00	\$295.00	\$345.00	\$425.00

For this period we require 7 day in advance cancellation policy

Dates	Event	Min. Stay	DLX Room	DLX Ocean	Ocean Suite	Exec. Suite
1/29/10 - 1/31/10	NFL Pro Bowl	2 nights	\$295	325	445	495
2/04/10-2/07/10	Super Bowl XLIV	3 nights	\$345	395	495	595
2/11/10-2/15/10	Boat Show	4 nights	\$295	325	445	495
2/25/10-2/27/10	Food Network Food & Wine Show	3 nights	\$245	265	295	395
3/23/10-3/27/10	Winter Music Conference	3 nights	\$245	265	295	395
5/27/10-5/31/10	Memorial Day	3 nights	\$285	315	435	485
12/02/10-12/05/10	Art Basel MB	4 nights	\$295	325	445	495
12/28/10-01/02/11	New Year's Week	4 nights	\$295	325	445	495

Advance deposit: the amount of the 1st night will be charge at reservation time.

Da: Paolo [mailto:Paolo@pelicanhotel.com]
Inviato: venerdì 20 novembre 2009 17.04
A: Tai, Alessandro
Oggetto: RE: Extranet Manual for Secrets Line Hotels website
Priorità: Alta

Dear Alessandro, please find attached the rack rates for 2009/2010.

Photos can be downloaded from our web site, in the mediakit section:

Please go to www.pelicanhotel.com and use as username: **guest** and password: **mediakit** in the Media Kit Section.

You will be able to access to photo and text.

If you have a pop-up blocker please disables it before access the Media Kit section.

You will be able to download hi-res photo.

Save it first on your hard disk, they are WinRar ZIP compressed.

I will work on the extranet today.

Thanks a lot, Paolo



Paolo Albertoni
Marketing Director

Pelican Hotel
826 Ocean Drive
Miami Beach FL 33139
Phone 305 673 3373 ext 112
Fax 305 673 3255
Email: paolo@pelicanhotel.com
www.pelicanhotel.com

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From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]
Sent: Friday, November 20, 2009 8:55 AM
To: Paolo
Subject: I: Extranet Manual for Secrets Line Hotels website
Importance: High

Ciao Paolo,

4/26/2010

Hotelplan Italia S.P.A.
CONFIDENTIAL
000406

ti chiedo di inviarmi urgentemente delle foto del Pelican Hotel in Alta Risoluzione da pubblicare sui cataloghi USA e SecretsLineHotels. avete un link in Internet dove io possa scaricarle? Devono essere in alta risoluzione. Ho anche bisogno di avere una griglia tariffaria valida da ora alla fine di ottobre 2010. Ti prego di farmele avere entro oggi.

Grazie
Alessandro

Da: Paolo [mailto:Paolo@pelicanhotel.com]
Inviato: mercoledì 18 novembre 2009 17.17
A: Tai, Alessandro
Oggetto: RE: Extranet Manual for Secrets Line Hotels website

Ciao Alessandro, qua siamo gia' belli di corsa.
Nel frattempo abbiamo cambiato uffici, computer ...

Qual e' il sito per entrare nell'extranet ...
Aggiornero' oggi le rate non appena riesco ad entrarci.

Scusaci ...

Ciao, paolo



Paolo Albertoni
Marketing Director

Pelican Hotel
826 Ocean Drive
Miami Beach FL 33139
Phone 305 673 3373 ext 112
Fax 305 673 3255
Email: paolo@pelicanhotel.com
www.pelicanhotel.com

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From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]
Sent: Wednesday, November 18, 2009 4:17 AM
To: Paolo
Subject: I: Extranet Manual for Secrets Line Hotels website
Importance: High

Dear Paolo,
I hope this email finds you well.

4/26/2010

Hotelplan Italia S.P.A.
CONFIDENTIAL
000407

I urgently need to have your rates and rooms availability entered in our Extranet in order Pelican Hotel to be bookable ONLINE.

Also urgently send me a RATE SHEET valid for 2010.

Thank you for your cooperation.

Best regards.

Alessandro Tai

Da: Tai, Alessandro

Inviato: giovedì 29 ottobre 2009 16.52

A: 'Paolo'

Oggetto: I: Extranet Manual for Secrets Line Hotels website

Priorità: Alta

Dear Paolo,

I hope this email finds you well.

Did you have the possibilità of entering our Extranet in order to Upload both rates and availability of Pelican Hotel?

Maybe, if you send me a rates sheet with canx policies I could help you in entering the rates for you.

Please give me a feedback at your earliest convenience.

Thank you for your cooperation.

Best regards.

Alessandro Tai

Da: Tai, Alessandro

Inviato: mercoledì 21 ottobre 2009 14.42

A: 'Paolo'

Oggetto: R: Extranet Manual for Secrets Line Hotels website

Priorità: Alta

Dear Paolo,

sorry for this delay in answering, but I've been out of office for 1 week.

Your new Passwords in order to enter our Extranet is as follows:

Your USER ID is hpthepellican

Your PASSWORD is hpthepellican

Kindly advise as soon as you have uploaded both rates and availabilities.

I remain at your entire disposal, should you require any kind of assistance with the uploading prodedures.

Best regards.

Alessandro

Da: Paolo [mailto:Paolo@pelicanhotel.com]

Inviato: lunedì 12 ottobre 2009 21.40

A: Tai, Alessandro

4/26/2010

Hotelplan Italia S.P.A.
CONFIDENTIAL
000408

Oggetto: RE: Extranet Manual for Secrets Line Hotels website

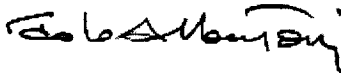
Dear Alessandro, thank you for your email.

Vanessa she is no longer with the Pelican so in the future please use only myself as contact.

I tried to log in with the password from your email but it says "incorrect".

Let me know at your best convenience.

All our best, Paolo



Paolo Albertoni
Marketing Director

Pelican Hotel
826 Ocean Drive
Miami Beach FL 33139
Phone 305 673 3373 ext 112
Fax 305 673 3255
Email: paolo@pelicanhotel.com
www.pelicanhotel.com

Please print this email only if necessary. Save paper. Save Trees.

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From: Tai, Alessandro [<mailto:a.tai@secretslinehotels.com>]
Sent: Monday, October 12, 2009 9:56 AM
To: Vanessa
Cc: Paolo
Subject: Extranet Manual for Secrets Line Hotels website
Importance: High

Dear Vanessa and Paolo,
I hope this email finds the both of you very well.

Herewith enclosed you will find our Extranet Manual that will allow you to upload both rates and rooms availability on our Secrets Line Hotels website.

Your USER ID is **hpthepelican**
Your PASSWORD is **hpthepelican**

As soon as you log in we suggest you to change your password, in order you to have the exclusive access to rates and availability loaded.

Kindly make sure that all details are entered, especially:

- Rates
- Periods
- Parameters (Children Policy and Taxes)
- Cancellation Policy
- Rooms Availability

4/26/2010

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- Hotels details and contacts (kindly make sure that all boxes are filled up)

Remember that on the rates loaded we will be recognized a discount of **20pct** (commission) that has to be deducted upon payment by our side (within **30 days of receipt of your invoice**).

Kindly note that rates entered are in **USD**.

Should you find some difficulties in entering rates, kindly let me know. I'll be more than glad to assist you anytime.

Thank you for your precious cooperation.

Best regards.

Alessandro Tai

Da: Vanessa [mailto:Vanessa@pelicanhotel.com]

Inviato: mercoledì 26 agosto 2009 20.27

A: Tai, Alessandro

Cc: Paolo

Oggetto: RE: Pelican Hotel Pictures

Dear Alessandro,

It is very warm, and rather humid with bouts of rain here and there... I am copying Paolo Albertoni, our Marketing Director on this email, he should be able to send you some pics.

Thank you and warmest regards from Miami Beach!

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201

Fax 305-673-3255

Email vanessa@pelicanhotel.com

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From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]

Sent: Wednesday, August 26, 2009 10:35 AM

To: Vanessa

Subject: Pelican Hotel Pictures

Dear Vanessa,

I hope this email finds you well.

What's the weather like in Miami? Still warm and humid?

I would like to add more pictures of beautiful Pelican Hotel on our Secrets Line Hotels website.

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Please, kindly send me updated high resolution pictures in order to load them on our website.
 Thank you very much for your precious cooperation.
 Best regards.
 Alessandro Tai

Da: Vanessa [mailto:Vanessa@pelicanhotel.com]
Inviato: martedì 4 agosto 2009 18.29
A: Tai, Alessandro
Oggetto: RE: contract for Secrets Line Hotels website

Here you go.

Vanessa Rivera
 General Manager

Pelican Hotel
 826 Ocean Drive
 Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201
 Fax 305-673-3255
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From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]
Sent: Tuesday, August 04, 2009 11:47 AM
To: Vanessa
Subject: R: contract for Secrets Line Hotels website

Dear Vanessa,
 thank you very much for your prompt answer.
 Herewith enclosed you will find our basic contract.
 Take your time to have a look at it and feel free to modify the points that don't match your requirements.
 Thank you very much for your cooperation.
 Best regards.
 Alessandro Tai

Da: Vanessa [mailto:Vanessa@pelicanhotel.com]
Inviato: martedì 4 agosto 2009 17.39
A: Tai, Alessandro
Oggetto: RE: contract for Secrets Line Hotels website

Alessandro,

It is a pleasure, please send me the contract.

Thank you,

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
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From: Tai, Alessandro [<mailto:a.tai@secretslinehotels.com>]
Sent: Tuesday, August 04, 2009 9:48 AM
To: Vanessa
Subject: contract for Secrets Line Hotels website

Dear Vanessa,

first of all let me introduce myself to you as your new reference in Hotelplan (Secrets Line Hotels website).

I'm sure the cooperation between Hoteplan and Pelican Hotel in Miami will increase shortly. I've had the opportunity to visiting the hotel a few years ago and everytime I come to Miami I have at least one dinner at the Pelican Restaurant as I like it very much. We are still waiting for the contract signed by your side, in order to forward you as soon as possible both password and instructions. Once you'll have both of them, you'll be able to load your rates and availabilities on our website.

Thank you very much for your cooperation.

Hoping to hear from you soon.

Best regards.

Alessandro Tai

 HOTELPLANITALIA <small>SECRETS LINE HOTELS</small>	
Alessandro Tai Secrets Line Hotelplan Italia S.p.A.	20122, Milano - Corso Italia, 1 Tel. +39.02.72136.1 Fax +39.02.72136.465 email: a.tai@hotelplan.it
www.hotelplanitalia.it	

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4/26/2010

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{HotelPlan default disclaimer}

Da: Paolo [mailto:Paolo@pelicanhotel.com]
Inviato: lunedì 12 ottobre 2009 21.40
A: Tai, Alessandro
Oggetto: RE: Extranet Manual for Secrets Line Hotels website


Dear Alessandro, thank you for your email.

Vanessa she is no longer with the Pelican so in the future please use only myself as contact.

I tried to log in with the password from your email but it says "incorrect".

Let me know at your best convenience.

All our best, Paolo



Paolo Albertoni
Marketing Director

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Email: paolo@pelicanhotel.com
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Importance: High

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Your USER ID is **hpthepelican**

Your PASSWORD is **hpthepelican**

As soon as you log in we suggest you to change your password, in order you to have the exclusive access to rates and availability loaded.

Kindly make sure that all details are entered, especially:

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- Rates
- Periods
- Parameters (Children Policy and Taxes)
- Cancellation Policy
- Rooms Availability
- Hotels details and contacts (kindly make sure that all boxes are filled up)

Remember that on the rates loaded we will be recognized a discount of **20pct** (commission) that has to be deducted upon payment by our side (within **30 days of receipt of your invoice**).

Kindly note that rates entered are in **USD**.

Should you find some difficulties in entering rates, kindly let me know. I'll be more than glad to assist you anytime.

Thank you for your precious cooperation.

Best regards.

Alessandro Tai

Da: Vanessa [mailto:Vanessa@pelicanhotel.com]
Inviato: mercoledì 26 agosto 2009 20.27
A: Tai, Alessandro
Cc: Paolo
Oggetto: RE: Pelican Hotel Pictures

Dear Alessandro,

It is very warm, and rather humid with bouts of rain here and there... I am copying Paolo Albertoni, our Marketing Director on this email, he should be able to send you some pics.

Thank you and warmest regards from Miami Beach!

Vanessa Rivera
 General Manager

Pelican Hotel
 826 Ocean Drive
 Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201
 Fax 305-673-3255
 Email vanessa@pelicanhotel.com

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From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]
Sent: Wednesday, August 26, 2009 10:35 AM
To: Vanessa
Subject: Pelican Hotel Pictures

Hotelplan Italia S.P.A.
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4/26/2010

Dear Vanessa,

I hope this email finds you well.

What's the weather like in Miami? Still warm and humid?

I would like to add more pictures of beautiful Pelican Hotel on our Secrets Line Hotels website.

Please, kindly send me updated high resolution pictures in order to load them on our website.

Thank you very much for your precious cooperation.

Best regards.

Alessandro Tai

Da: Vanessa [mailto:Vanessa@pelicanhotel.com]

Inviato: martedì 4 agosto 2009 18.29

A: Tai, Alessandro

Oggetto: RE: contract for Secrets Line Hotels website

Here you go.

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201

Fax 305-673-3255

Email vanessa@pelicanhotel.com

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From: Tai, Alessandro [mailto:a.tai@secretslinehotels.com]

Sent: Tuesday, August 04, 2009 11:47 AM

To: Vanessa

Subject: R: contract for Secrets Line Hotels website

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thank you very much for your prompt answer.

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Take your time to have a look at it and feel free to modify the points that don't match your requirements.

Thank you very much for your cooperation.

Best regards.

Alessandro Tai

Da: Vanessa [mailto:Vanessa@pelicanhotel.com]

Inviato: martedì 4 agosto 2009 17.39

A: Tai, Alessandro

Oggetto: RE: contract for Secrets Line Hotels website

Alessandro,

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000416

4/26/2010

It is a pleasure, please send me the contract.

Thank you,

Vanessa Rivera
General Manager

Pelican Hotel
826 Ocean Drive
Miami Beach, FL 33139

<http://www.pelicanhotel.com>

Phone 305-357-6201
Fax 305-673-3255
Email vanessa@pelicanhotel.com

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From: Tai, Alessandro [<mailto:a.tai@secretslinehotels.com>]
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To: Vanessa
Subject: contract for Secrets Line Hotels website

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Thank you very much for your cooperation.
Hoping to hear from you soon.
Best regards.
Alessandro Tai



4/26/2010

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Alessandro Tai
Secrets Line
Hotelplan Italia S.p.A.

20122, Milano - Corso Italia, 1
Tel. +39.02.72136.1
Fax +39.02.72136.465
email: a.tai@hotelplan.it

www.hotelplanitalia.it

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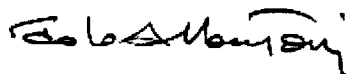
4/26/2010

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Da: Paolo [mailto:Paolo@pelicanhotel.com]
Inviato: mercoledì 26 agosto 2009 20.36
A: Vanessa; Tai, Alessandro
Oggetto: RE: Pelican Hotel Pictures

Dear Alessandro, I will forward you some new pics, later on today or at the latest tmrw morning.

Thanks a lot,



Paolo Albertoni
Marketing Director

Pelican Hotel
826 Ocean Drive
Miami Beach FL 33139
Phone 305 673 3373 ext 112
Fax 305 673 3255
Email: paolo@pelicanhotel.com
www.pelicanhotel.com

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From: Vanessa
Sent: Wednesday, August 26, 2009 2:27 PM
To: 'Tai, Alessandro'
Cc: Paolo
Subject: RE: Pelican Hotel Pictures

Dear Alessandro,

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Thank you and warmest regards from Miami Beach!

Vanessa Rivera
General Manager

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Inviato: martedì 4 agosto 2009 18.29
A: Tai, Alessandro
Oggetto: RE: contract for Secrets Line Hotels website

Here you go.

Vanessa Rivera
 General Manager

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 Herewith enclosed you will find our basic contract.
 Take your time to have a look at it and feel free to modify the points that don't match your requirements.
 Thank you very much for your cooperation.
 Best regards.
 Alessandro Tai

Da: Vanessa [mailto:Vanessa@pelicanhotel.com]
Inviato: martedì 4 agosto 2009 17.39
A: Tai, Alessandro
Oggetto: RE: contract for Secrets Line Hotels website

Alessandro,

It is a pleasure, please send me the contract.

Thank you,

Vanessa Rivera
 General Manager

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 Fax 305-673-3255
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 We are still waiting for the contract signed by your side, in order to forward you as soon as possible both password and instructions. Once you'll have both of them, you'll be able to load your rates and availabilities on our website.
 Thank you very much for your cooperation.

4/26/2010

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 000421

Hoping to hear from you soon.
Best regards.
Alessandro Tai


HOTELPLANITALIA
S.p.A. - Via ...

Alessandro Tai
Secrets Line
Hotelplan Italia S.p.A.

20122, Milano - Corso Italia, 1
Tel. +39.02.72136.1
Fax +39.02.72136.465
email: a.tai@hotelplan.it

www.hotelplanitalia.it

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Exhibit 15

**THIS OPINION IS NOT A
PRECEDENT OF
THE T.T.A.B.**

Mailed: August 20, 2008

UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Trial and Appeal Board

O.C. Seacrets, Inc.

v.

Coryn Group

Cancellation No. 92042854

Barth X. deRosa and Karen A. Kovacs, of Dickinson Wright for
O.C. Seacrets, Inc.

Thomas P. Arden and Malcolm H. Brooks, of Holland & Knight,
LLP for Coryn Group.

Before Drost, Walsh, and Ritchie de Larena, Administrative
Trademark Judges.

Opinion by Ritchie de Larena, Administrative Trademark
Judge:

The petitioner in this case is O.C. Seacrets, Inc. The respondent and counter-claimant is Coryn Group. On October 7, 2003, Registration No. 2772061 issued to respondent for the mark SECRETS for "resort hotel" services in International Class 42, with an allegation of first use anywhere and first use in commerce on July 31, 2001. On January 23, 2004, petitioner filed a petition to cancel that registration. As grounds for its petition, petitioner

alleged that it is the owner of the mark SEACRETS, used in connection with operating a "nightclub within the resort community of Ocean City, Maryland, that consists in part of seven different bars encompassing a full city block, with bay access, together with hotel accommodations, live entertainment, and the selling of a wide variety of collateral products and services"; that petitioner has common law rights in the mark SEACRETS and is also the owner of U.S. Registration No. 2102604 for the mark SEACRETS for "restaurant and bar" services in International Class 42¹; that the parties' respective services are "closely related, if not identical"; that petitioner has priority of use of the mark SEACRETS based on its registration and common law use of said mark since "long prior to June 22, 2000, respondent's filing date and constructive use date"; that "petitioner's SEACRETS mark and name became famous at some time prior to June 22, 2000"; and that respondent's "subsequent, willful, and deliberate adoption, use, and registration of the 'SECRETS' mark and name in connection with the services described in its registration dilutes the distinctive quality of the SEACRETS mark and name, and causes injury to the business of petitioner since petitioner has no control over the nature and quality of the services

¹ The registration issued on October 7, 1997 and contains an allegation of first use anywhere and first use in commerce on June 30, 1988. Section 8 and 15 affidavits have been accepted and acknowledged.

being offered by respondent in connection with its confusingly similar and dilutive mark reputation."²

Respondent, in its amended answer, denied all of the essential allegations in the petition for cancellation, and asserted the affirmative defenses of laches, estoppel and acquiescence. Respondent additionally brought a counterclaim for partial cancellation or restriction of petitioner's registration pursuant to Section 18 of the Trademark Act, 15 U.S.C. §1068 by amending petitioner's recitation of services from "restaurant and bar services" to:

Restaurant and bar services that are offered and provided to the general public, including families; are exclusively sold directly to customers; are provided other than at luxury resort hotels; are advertised and promoted locally; are provided and purchased for fewer than sixteen hours a day; are provided at a free-standing site that functions primarily other than as an ultimate vacation destination; are provided to patrons who spend on average under \$70; and are provided to the significant majority of annual customers and generate the significant majority of annual revenue during the summer season.

At the same time, and in connection with its Section 18 petition and counterclaim, respondent seeks to amend its own recitation of services from "resort hotel" to:

Resort hotel services, namely, providing accommodations for luxury, all-inclusive resort hotels featuring spas that are marketed and function primarily as romantic, warm weather vacation destinations primarily for couples, are restricted to adults only, and are visited primarily for periods of

² Ultimately, petitioner elected not to pursue dilution.

time lasting over four days, and that are offered and sold through distribution channels consisting principally of travel agencies, tour operators, other travel intermediaries, and Internet web sites; and arranging and making reservations for such luxury resort hotels.

In its answer to the counterclaim, petitioner denied that a likelihood of confusion would be avoided by respondent's proposed Section 18 amended recitation of goods for Registration No. 2102604. Petitioner further denied that the proposed amendment would "exclude any product or service covered by the identification in Registration No. 2102604, namely 'restaurant and bar services.'" Petitioner additionally provided several affirmative defenses to the counterclaim and Section 18 petition, including laches and estoppel.

Evidentiary Issues

Both parties submitted extensive evidentiary objections with their reply briefs. Although in the interest of judicial economy, we do not address all of the objections individually in this section, we have considered all of the arguments and objections, and we address them in this decision where relevant.

The Record

The record in this case consists of the pleadings and the files of petitioner's and respondent's registrations.

Additionally, both parties submitted multiple testimony depositions and multiple notices of reliance.

During its assigned testimony period, petitioner took the testimony deposition, with accompanying exhibits, of the following 9 individuals:³

1. Leighton Moore, Owner and President of O.C. Seacrets, Inc.
2. Gary Figgs, Vice President and Chief Financial Officer of O.C. Seacrets, Inc.
3. Amy Robitaille, Hotel Manager for O.C. Seacrets, Inc.
4. Sesiri Pahirane, Director of Information Technology for O.C. Seacrets, Inc.
5. Joseph Giannotta, former Maintenance Manager for O.C. Seacrets, Inc.
6. Susan Jones, Executive Director of the Ocean City Hotel-Motel Restaurant Association.
7. Michael Noah, Director of Tourism for the Department of Tourism, Town of Ocean City, Maryland.
8. Eugene Trapkin, Owner and President of Sheridan Sign Company.
9. Alejandro Zozaya, President of AM Resorts LLC.

³ We note that the record contains an unresolved motion by petitioner to substitute "uncertified" copies for "misplaced" testimony and exhibits.

In addition, petitioner submitted 15 notices of reliance upon several discovery depositions; certain of respondent's responses to petitioner's discovery requests; the file histories of several of respondent's trademark registrations; third-party trademark registrations along with articles showing the relationship between restaurant and hotel services; and samples of petitioner's print advertisements.

During its assigned testimony period, respondent took the testimony deposition, with accompanying exhibits, of the following 5 individuals:

1. Lisa Jan LaPointe, Director of Marketing and Distribution for AM Resorts.
2. Dennis Keleshian, Director of Administration for AM Resorts.
3. Alejandro Zozaya, President of AM Resorts.
4. Colleen Caponi, Senior Marketing Executive for Apple Vacations.
5. Richard Logue, Private Investigator for Blazer Investigations.

In addition, Respondent filed multiple notices of reliance upon certain of petitioner's responses to respondent's written discovery requests; portions of several

The motion was uncontested, and we have considered the submitted testimony and exhibits in this decision.

testimonial depositions; certified copies of respondent's trademark registrations; and various printed publications.

Petitioner and respondent filed main briefs on the case and reply briefs to each other's briefs. The parties have designated substantial portions of the record, as well as portions of their briefs on the case, as "confidential." This has limited our discussion of the details in this opinion to avoid revealing the parties' truly confidential material.

Petitioner's Standing

Petitioner has pleaded and submitted a certified status and title copy its Registration No. 2102604 for SEACRETS, for "restaurant and bar services." Petitioner has also pleaded and submitted testimony regarding its common law rights in SEACRETS for hotel services, predating respondent's first use in commerce of SECRETS for "resort hotel." We therefore consider that the record provides a sufficient showing of petitioner's standing. See *Lipton Industries, Inc. v. Ralston Purina Co.*, 670 F.2d 1024, 213 USPQ 185 (CCPA 1982); *Cerveceria Modelo S.A. de C.V. v. R.B. Marco & Sons Inc.*, 55 USPQ2d 1298 (TTAB 2000); and *Hartwell Co. v. Shane*, 17 USPQ2d 1569 (TTAB 1990). Respondent has not objected to or disputed petitioner's standing to bring this cancellation proceeding. Respondent's standing to bring the counterclaim and Section 18 petition for partial

cancellation and restriction is established by virtue of the cancellation. *Finanz St. Honore B.V. v. Johnson & Johnson*, 85 USPQ2d 1478 (TTAB 2007) (applicant subject to opposition has inherent standing to counterclaim for cancellation); *Carefirst of Maryland, Inc. v. FirstHealth of the Carolinas Inc.*, 77 USPQ2d 1492 (TTAB 2005) ("[a]pplicant, by virtue of its position as defendant in the opposition, has standing to seek cancellation of the pleaded registrations," citing *Ohio State University v. Ohio University*, 51 USPQ2d 1289, 1293 (TTAB 1999)).

Laches

Prior to our consideration of petitioner's pleaded claim of priority and likelihood of confusion, we must first address respondent's affirmative defense of laches to determine whether petitioner's claim is barred thereby.

It is settled that laches generally is available against a Section 2(d) claim of likelihood of confusion in a cancellation proceeding.⁴ See *National Cable Television Association Inc. v. American Cinema Editors Inc.*, 973 F.2d 1572, 19 USPQ2d 1424 (Fed. Cir. 1991) (defense of laches was considered in connection with a cancellation proceeding brought under Section 2(d)); and *Christian Broadcasting Network Inc. v. ABS-CBN International*, 84 USPQ2d 1560 (TTAB

⁴ The only exception is when confusion is inevitable, because any injury to respondent caused by petitioner's delay is

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2007) (because defense of laches found to apply, petition to

outweighed by the public's interest in preventing confusion. See *Turner v. Hops Grill & Bar Inc.*, 52 USPQ2d 1310 (TTAB 1999).

cancel brought under Section 2(d) dismissed).

In order to prevail on the affirmative defense of laches, respondent must establish that there was undue or unreasonable delay by petitioner in asserting its rights, and that prejudice to respondent resulted from that delay. *See Bridgestone/Firestone Research Inc. v. Automobile Club de l'Ouest de la France*, 245 F.3d 1359, 58 USPQ2d 1460, 1462 (Fed. Cir. 2001) ("Mere delay in asserting a trademark-related right does not necessarily result in changed conditions sufficient to support the defense of laches. There must also have been some detriment due to the delay.") With regard to delay, the focus is on reasonableness and the Board must consider any excuse offered for the delay. *See A. C. Aukerman Co. v. R. L. Chaides Construction Co.*, 960 F.2d 1020, 22 USPQ2d 1321, 1329 (Fed. Cir. 1992).

Respondent filed its trademark application on June 22, 2000, and the mark was published for opposition on April 3, 2001. However, the application was initially filed as an intent-to-use application, and registration was not granted until October 7, 2003. We consider the registration to constitute constructive notice to petitioner of respondent's registration. *See Teledyne Technologies, Inc. v. Western Skyways, Inc.*, 78 USPQ2d 1203 (TTAB 2006), *aff'd*, 208 Fed. Appx. 886, unpublished Nos. 2006-1336, 2006-1367 (Fed. Cir.

December 6, 2006). There is nothing in the record to indicate that petitioner had actual notice of respondent's application or of respondent's use of its SECRETS mark prior to the October 7, 2003 registration date. Petitioner initiated this cancellation proceeding less than 4 months from that date. Accordingly, we cannot consider that there was an undue delay by petitioner after the registration issued, and respondent has not alleged or shown any detriment caused thereby. Therefore, we conclude that respondent has failed to establish the laches defense.

Priority of Use

To establish priority on a likelihood of confusion claim brought in a cancellation proceeding, a party must prove that, vis-à-vis the other party, it owns "a mark or trade name previously used in the United States ... and not abandoned...." Trademark Act Section 2, 15 U.S.C. §1052.

Where both petitioner and respondent are owners of registrations, petitioner must prove priority of use. *Henry Siegel Co. v. M & R Mfg. Co.*, 4 USPQ2d 1154, 1160 n.9 (TTAB 1987); *American Standard Inc. v. AQM Corp.*, 208 USPQ 840, 841-842 (TTAB 1980); *SCOA Industries Inc. v. Kennedy & Cohen, Inc.*, 188 USPQ 411, 413 (TTAB 1975). Compare *King Candy Co. v. Eunice King's Kitchen, Inc.*, 496 F.2d 1400, 182 USPQ 108 (CCPA 1974) (in an opposition proceeding, opposer may show priority via a registration). In proving its

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priority of use, petitioner may rely upon the filing date of the application resulting in issuance of its pleaded registration as evidence of its first use of the mark.

Henry Siegel Co. v. M & R Mfg. Co., supra; American Standard Inc. v. AQM Corp., supra; Klise Manufacturing Company, v. Braided Accents, L.L.C. 2008 WL 2675076 Cancellation No. 92045607 July 03, 2008 (precedential decision).

Petitioner has pleaded and introduced certified status and title copies of its ownership of Registration No. 2102604 for SEACRETS for "restaurant and bar services," with a filing date of October 31, 1995, and dates of first use and first use in commerce of June 30, 1988. Petitioner has also submitted testimony of its use of the SEACRETS mark in connection with restaurant and bar services since 1988 (Moore dep. at 375:2). Respondent's constructive use date for the SECRETS mark is its application filing date of June 22, 2000. As later discussed in this decision, we conclude that petitioner's registration and use of SEACRETS for "restaurant and bar services" covers the closely related area of hotel services. *La Maur Inc. v. International Pharmaceutical Corporation*, 199 USPQ 612, 617 (TTAB 1978) ("It is therefore held that, as between the parties herein opposer is the prior user of the mark 'PROTECT' and that, as such, is entitled to preclude the registration of the same or a similar mark not only for the like or similar goods,

but for any goods which purchasers might mistakenly assume emanate from it.")

Additionally, even if we had not deemed petitioner's restaurant and bar services to establish priority for hotel services, we still would find that petitioner has established common law priority on hotel services. Petitioner has not pleaded ownership of a registered trademark for SEACRETS in connection with hotel services specifically. Nevertheless, petitioner has submitted testimony of its use of the SEACRETS mark in connection with hotel services since at least 1998 (Moore dep. at 535:7-21; and November 21 testimony at 15:1). Petitioner began advertising these hotel services as early as Spring of 1999 (Moore dep. Nov. 21 at 19:9) (Giannotta dep. at 10:16). Accordingly, petitioner has established priority over respondent for hotel services both through petitioner's use of SEACRETS on the closely related "restaurant and bar services" and through petitioner's use of SEACRETS on hotel services.

Respondent argues that petitioner's testimony does not support petitioner's claim of priority at least as to hotels specifically, because it is self-serving, and fails to demonstrate that petitioner uses SEACRETS as a mark in connection with any hotel services. However, "[o]ral testimony, if sufficiently probative, is normally

satisfactory to establish priority of use in a trademark proceeding." *Powermatics, Inc. v. Globe Roofing Products Co.*, 341 F.2d 127, 144 USPQ 430, 432 (CCPA 1965). See also *National Bank Book Co. v. Leather Crafted Products, Inc.*, 218 USPQ 827, 828 (TTAB 1993) (oral testimony may be sufficient to prove the first use of a party's mark when it is based on personal knowledge, it is clear and convincing, and it has not been contradicted); *Liqwacon Corp. v. Browning-Ferris Industries, Inc.*, 203 USPQ 305, 316 (TTAB 1979) (oral testimony may be sufficient to establish both prior use and continuous use when the testimony is proffered by a witness with knowledge of the facts and the testimony is clear, convincing, consistent, and sufficiently circumstantial to convince the Board of its probative value); *GAF Corp. v. Anatox Analytical Services, Inc.*, 192 USPQ 576, 577 (TTAB 1976) (oral testimony may establish prior use when the testimony is clear, consistent, convincing, and uncontradicted).

As discussed below in the context of likelihood of confusion, petitioner has presented sufficient evidence of the close relatedness of its "restaurant and bar services" to respondent's "resort hotel" services. Petitioner has further shown priority as to hotel services in particular. Accordingly we find that petitioner has proven its claim of priority.

Likelihood of Confusion

Our determination of likelihood of confusion under Section 2(d) is based on an analysis of all of the relevant, probative evidence in the record. See *In re E. I. du Pont de Nemours & Co.*, 476 F.2d 1357, 177 USPQ 563 (CCPA 1973). See also *Palm Bay Imports, Inc. v. Veuve Clicquot Ponsardin Maison Fondée En 1772*, 396 F.3d 1369, 73 USPQ2d 1689 (Fed. Cir. 2005); *In re Majestic Distilling Company, Inc.*, 315 F.3d 1311, 65 USPQ2d 1201 (Fed. Cir. 2003); and *In re Dixie Restaurants Inc.*, 105 F.3d 1405, 41 USPQ2d 1531 (Fed. Cir. 1997).

The Marks

We consider and compare the appearance, sound, connotation and commercial impression of the marks in their entireties. *Palm Bay Imports Inc. v. Veuve Clicquot Ponsardin Maison Fondée En 1772*, 396 F.3d 1369, 73 USPQ2d 1689, 1692 (Fed. Cir. 2005). Visually, the two marks differ only by the presence of the silent letter "A" in petitioner's mark. Phonetically, the marks are identical.

The word "secret" is defined in noun form as "something kept hidden from others or known only to oneself or to a few."⁵ The term "SECRETS" in connection with Respondent's

⁵ American Heritage Dictionary (4th ed. 2000). The Board may take judicial notice of dictionary definitions not included in the record. See *University of Notre Dame du Lac v. J.C. Gourmet Food Imports Co., Inc.* 213 USPQ 594, 596 (TTAB 1982), *aff'd*, 703 F.2d 1372, 217 USPQ 505 (Fed. Cir. 1983).

"resort hotels" conjures up an intimate and private place. (Zozaya dep. at 8:23-9:1 "We were looking for something that expressed romanticism, luxury, secludedness, isolation"). Likewise, "SEACRETS" for "restaurant and bar services" conjures up the double entendre of a "secret" place by the "sea." Accordingly, the marks have effectively the same connotation, and give essentially the same commercial impression.

In comparing the marks, we are mindful that the test is not whether the marks can be distinguished when subjected to a side-by-side comparison, but rather whether the marks are sufficiently similar in terms of their overall commercial impression so that confusion as to the source of the goods and/or services offered under the respective marks is likely to result. *San Fernando Electric Mfg. Co. v. JFD Electronics Components Corp.*, 565 F.2d 683, 196 USPQ 1, 3 (CCPA 1977); *Spoons Restaurants Inc. v. Morrison Inc.*, 23 USPQ2d 1735, 1741 (TTAB 1991), *aff'd unpublished*, No. 92-1086 (Fed. Cir. June 5, 1992). The proper focus is on the recollection of the average customer, who retains a general rather than specific impression of the marks. *Winnebago Industries, Inc. v. Oliver & Winston, Inc.*, 207 USPQ 335, 344 (TTAB 1980); *Sealed Air Corp. v. Scott Paper Co.*, 190 USPQ 106, 108 (TTAB 1975).

Respondent argues that SEACRETS is a weak mark, and that there are numerous third-party uses of the similar term

"Sea Crest" by hotels and restaurants along the Eastern seaboard. Respondent has provided evidence of about a dozen such uses. However, the term "sea crest" has a commercial impression which is distinctly different from SEACRETS, with a greater emphasis on the "sea" and its rising "crest."

"SEA CREST" has no connotation of a secret or private place. Accordingly, we decline to find petitioner's mark weak. Rather, it is a coined, somewhat suggestive and distinctive term, as applied to petitioner's "restaurant and bar services" or to the hotel services at issue in this dispute.

This *du Pont* factor heavily favors finding a likelihood of confusion.

The Services

Preliminarily, we note that the greater the degree of similarity between the marks, the lesser the degree of similarity between the services necessary to support a finding of likelihood of confusion. *In re Opus One, Inc.*, 60 USPQ2d 1812, 1815 (TTAB 2001); *In re Concordia Int'l Forwarding Corp.*, 222 USPQ 355, 356 (TTAB 1983). Furthermore, it is well-established that the goods or services of the parties need not be similar or competitive, or even offered through the same channels of trade, to support a holding of likelihood of confusion. It is sufficient that the respective goods or services of the parties are related in some manner, and/or that the

conditions and activities surrounding the marketing of the goods or services are such that they would or could be encountered by the same persons under circumstances that could, because of the similarity of the marks, give rise to the mistaken belief that they originate from the same source. See *Hilson Research, Inc. v. Society for Human Resource Management*, 27 USPQ2d 1423 (TTAB 1993); and *In re Int'l Telephone & Telephone Corp.*, 197 USPQ 910, 911 (TTAB 1978). The issue, of course, is not whether purchasers would confuse the goods or services, but rather whether there is a likelihood of confusion as to the source thereof. *In re Rexel Inc.*, 223 USPQ 830 (TTAB 1984).

As identified in their registrations, petitioner's SEACRETS mark covers "restaurant and bar services" and Respondent's SECRETS mark covers "resort hotel" services. Respondent argues that these services are simply not related, but petitioner has submitted ample evidence to the contrary. In particular, petitioner submitted as its Trial Exhibit #170 a list with corresponding printouts of 206 third-party registrations identifying both "restaurant" or "bar" on the one hand, and "hotel" on the other. These third-party registrations serve to suggest that the goods are of a type which may emanate from a single source. See *In re Albert Trostel & Sons Co.*, 29 USPQ2d 1783 (TTAB 1993). Petitioner further submitted evidence via its Trial Exhibits

#175-184, of print articles discussing companies that expanded from the restaurant to the hotel business, or vice-versa. Either way, a likelihood of confusion can result, since Section 2(d) prevents all kinds of consumer confusion, including reverse confusion. Petitioner's evidence on this topic includes articles from general circulation newspapers such as the Washington Post (re: Blackie's restaurant, owned by the Auger family, planning to "expand its hotel development business.") as well as hospitality-specific publications (re: "Restaurants in hotels" through American history). Finally, petitioner's Articles of Incorporation, adopted at its outset in 1987, expresses the purpose of the corporation as being specifically: "to engage in hospitality." We find petitioner's evidence to be highly probative that both typical consumers as well as industry experts may expect "restaurant and bar services" on the one hand, and "resort hotel" services on the other, to emanate from the same source, with the purpose of providing hospitality.

Furthermore, petitioner has also produced probative evidence that in addition to the relatedness of its registered services to respondent's "resort hotel," petitioner also offers hotel services and has done so continuously since before respondent's constructive use date of June 22, 2000. Petitioner's owner and president

testified, with accompanying exhibits, to the existence of hotel services bearing the SEACRETS mark since at least 1998. (Moore dep. at 535:7-21; and Nov. 21 at 15:1). Petitioner began advertising these hotel services as early as Spring of 1999 (Moore dep. Nov. 21 at 19:9) (Giannotta dep. at 10:16). Accordingly, we consider that in addition to the close relatedness of petitioner's "restaurant and bar services" to respondent's "resort hotel," petitioner also has common law priority on hotel services specifically.

In view of the closely related, and further overlapping nature of the parties' services, this *du Pont* factor also heavily favors finding a likelihood of confusion.

Channels of Trade and Conditions of Sale

Respondent argues that its services are marketed through different channels of trade from those of petitioner. In particular, respondent attests that it markets its services to potential vacationers through experienced travel agents, while petitioner markets its services to those already on vacation through local advertisements or word-of-mouth. However, the testimony and evidence adduced at trial demonstrates that petitioner does market broadly through internationally-available means such as Internet radio streaming (Moore dep. at 100:1-2; 105:1), and that respondent does allow customers to buy direct on its website (Zozaya dep. 18:1-23). Furthermore, in the

absence of specific limitations in the registrations, we must presume that both parties' services will travel in all normal and usual channels of trade and methods of distribution and be marketed to all classes of consumers. *Squirtco v. Tomy Corporation*, 697 F.2d 1038, 216 USPQ 937 (Fed. Cir. 1983). Accordingly, we find that petitioner and respondent rely on overlapping channels of trade.

Respondent has not evidenced any particular sophistication of its customers in booking "resort hotel" vacations. Furthermore, even sophisticated purchasers are not necessarily knowledgeable in the field of trademarks or immune from source confusion. See *In re Decombe*, 9 USPQ2d 1812, 1814-1815 (TTAB 1988). In addition, even if some degree of care were exhibited in making the purchasing decision, petitioner's SEACRETS mark is so similar to that of respondent that even careful purchasers are likely to believe that the marks identify services emanating from a single source. Again, absent any limitations in their registrations, we assume that both petitioner and respondent target all relevant consumers for their services.

As a result, these *du Pont* factors also favor finding a likelihood of confusion.

Fame

Petitioner has testified as to its advertising and marketing. Since this information was provided under a

claim of confidentiality, we will not discuss the numbers here. Suffice to say that while there is some evidence in the record regarding the strength of the SEACRETS mark, we are not prepared to call it "famous." Accordingly, this factor is neutral on a finding of likelihood of confusion.

Actual Confusion

Petitioner's owner and president has testified as to purported confusion by his customers. In particular, Mr. Moore testified that around the time respondent's registration issued, several of his customers "congratulated" him on his expansion into Mexico (Moore dep. at 44:14-19) (Moore dep. Nov. 21 at 37-39). Alarmed by the customers' apparent confusion, he contacted his lawyer and initiated this proceeding. (*Id.*)

Respondent has a geographically unrestricted registration, and nothing in its recitation of services would stop it from opening hotels in Ocean City, Maryland. Petitioner, likewise, may offer its services elsewhere in the United States. Hence, while Mr. Moore's testimony does not attest to "actual confusion" presently, it does indicate the greater likelihood of confusion if respondent were to expand its services by opening hotels in the United States. Accordingly, this *du Pont* factor favors finding a likelihood of confusion.

Balancing the Factors

Considering all of the evidence of record as it pertains to the *du Pont* factors, we conclude that a likelihood of confusion exists because the marks are phonetically identical and visually highly similar, and they have similar connotations and commercial impressions; the services are closely related and even overlap; and they are likely to be marketed through the same channels of trade.

**Section 18 Petition for Partial Cancellation
or Restriction**

Having found a likelihood of confusion that would compel us to cancel respondent's registration, we now consider respondent's counterclaim for partial cancellation or restriction of petitioner's registration pursuant to Section 18 of the Trademark Act, 15 U.S.C. §1068. Section 18 reads as follows:

**§ 18 (15 U.S.C. § 1068). Refusal, cancellation, or
restriction of registration; concurrent use**

In such proceedings the Director may refuse to register the opposed mark, may cancel the registration, in whole or in part, may modify the application or registration by limiting the goods or services specified therein, may otherwise restrict or rectify with respect to the register the registration of a registered mark, may refuse to register any or all of several interfering marks, or may register the mark or marks for the person or persons entitled thereto, as the rights of the parties hereunder may be established in the proceedings: Provided, that in the case of the registration of any mark based on concurrent use, the Director shall determine and fix the conditions and limitations provided for in subsection (d) of section 1052 of this title. However, no final judgment shall be entered in favor of an applicant under section 1(b) before the mark is registered, if such applicant cannot

prevail without establishing constructive use pursuant to section 1057(c) of this title.

(Amended Nov. 16, 1988, 102 Stat. 3941; Nov. 29, 1999, 113 Stat. 1501A-583.)

The Board discussed the requirements for a Section 18 restriction in *Eurostar Inc. v. "Euro-Star" Reitmoden GmbH & Co. KG*, 34 USPQ2d 1266 (TTAB 1995). In particular, the Board stated:

We believe, moreover, that a party should be held to have established a proper case for restriction of an application or registration where, in a case involving likelihood of confusion, it pleads and proves that (i) the entry of a proposed restriction to the goods or services in its opponent's application or registration will avoid a finding of likelihood of confusion; and (ii) the opponent is not using its mark on those goods or services that will be effectively excluded from the application or registration if the proposed restriction is entered."
Id. at 1270.

Respondent's proposed restriction on petitioner's registration for "restaurant and bar services" is as follows:

Restaurant and bar services that are offered and provided to the general public, including families; are exclusively sold directly to customers; are provided other than at luxury resort hotels; are advertised and promoted locally; are provided and purchased for fewer than sixteen hours a day; are provided at a free-standing site that functions primarily other than as an ultimate vacation destination; are provided to patrons who spend on average under \$70; and are provided to the significant majority of annual customers and generate the significant majority of annual revenue during the summer season.

Respondent's proposed restriction does not satisfy either prong of the *Eurostar* test. The proposed restriction

would not avoid a likelihood of confusion. As discussed in this decision, even with the *status quo* that respondent purports to codify in its proposed restriction, petitioner has already testified as to actual confusion by its customers. Furthermore, the restriction would constrain petitioner, who has shown a potentially national audience reached via its website as well as its radio and other advertisements.

Section 18 is an equitable remedy. *Id.* at 1271, n.3. Equity would not be served by respondent's proposed restriction.⁶ See *Milliken & Co. v. Image Industries Inc.*, 39 USPQ2d 1192 (TTAB 1996). As in *Milliken*, respondent here is asking us to ignore the realities of petitioner's widespread use of its mark, a decidedly unequitable result. As the Board pointed out in *Eurostar*, Section 18 was not intended "to restrict applications and registrations to unworkably narrow descriptions of goods and services." *Eurostar Inc. v. "Euro-Star" Reitmoden GmbH & Co. KG*, 34 USPQ2d at 1271. Accordingly, we deny respondent's counterclaim for partial cancellation or restriction of petitioner's registration. Likewise, respondent's proposed amendment to its own identification of services would not avoid the likelihood of confusion discussed in this decision. Respondent's motion to amend its identification of services is therefore denied.

⁶ Petitioner's affirmative defenses to the counterclaim are not persuasive. However, since we deny the counterclaim, we decline to discuss them.

Conclusion

Petitioner has shown standing for this cancellation proceeding, and has established priority over respondent's rights in the field of hospitality, and in particular, to hotels and the closely related "restaurant and bar services." Petitioner has further established a likelihood of consumer confusion by respondent's registration of the SECRETS mark. Finally, respondent has failed to show that its counterclaim for partial cancellation or restriction of petitioner's registration pursuant to Section 18 of the Trademark Act, 15 U.S.C. §1068 would provide an appropriate equitable remedy as discussed by this Board and set forth in *Eurostar Inc. v. "Euro-Star" Reitmoden GmbH & Co. KG*, 34 USPQ2d at 1271, n.3.

Accordingly, petitioner's petition to cancel respondent's registration is granted, and respondent's counterclaim for partial cancellation or restriction pursuant to Section 18 of the Trademark Act, 15 U.S.C. §1068 is denied.

Cancellation No. 92042854

DECISION: Petitioner's petition to cancel respondent's registration is granted.

Respondent's counterclaim for partial cancellation or restriction of petitioner's registration is denied.

Registration No. 2772061 will be cancelled in due course.

Exhibit 16

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lineal rank. *Math.* The rank of any officer in his arm of the service; — distinguished from *relative rank*.

lineal relation. See *CONSEQUENCY*, 1.

lin'e-a-ment (lin'-ē-a-mēnt), *n.* [*L. lineament, fr. L. lineare, to draw, see L. LINEA*]. 1. One of the outlines, features, or contours of a body or figure, esp. of the face; distinctive feature; form; — usually in the pl. "The lineaments of the body." *Locke. "Lineaments in the character."* *Swift*.

2. A rudiment; a trace; a small portion. *Obs. Oxf. E. D.*

3. *Geol.* An essentially rectilinear topographic feature resulting from a fault or zone of faulting.

lin'e-a-men'tal (-mēnt'-l), *adj.*

lin'e-a-men'tal-iz'e (lin'-ē-a-mēnt'-l-īz'-shūn), *n.* Act of bestowing or determining form. [*See* *LINEA*].

lin'e-an'y-ter (-ān'-ē-ter), *n.* [*linea + -meter*]. A line-measuring device.

line and line. *Mach.* Having no exhaust lead; — said of slide valves, or the engines using such valves.

lin'e-ar (lin'-ē-er; 129), *adj.* [*L. linearis, linearis, fr. L. linea line*. See 2d *LINEA*]. 1. Of or pertaining to a line or lines; consisting of lines; in a straight direction; lineal.

2. *Geom.* Having a line; narrow; long and uniform in width; as, a wire is a lineal conductor; a *linear* leaf.

See For many linear phrases, see the second word.

COMBINATIONS, in which *linear* has the meaning (1) intermediate between *linear* and (*linear*-acute), or (2) long and narrow (*linear*-leaved), are:

linear-acute	linear-ensate	linear-oblong
linear-attenuate	linear-niform	linear-obovate
linear-catenal	linear-lanceolate	linear-otacous
linear-elliptical	linear-leaved	linear-shaped
linear-elongate	linear-ligulate	linear-subulate

linear coefficient. The coefficient for the ratio of increase of length.

linear complex. *Math.* A complex of lines whose Plücker co-ordinates satisfy a linear homogeneous equation.

linear content. Length.

linear difference equation. See *DIFFERENCE EQUATION*.

linear differential equation. *Math.* An equation of the first degree only in the dependent variable or variables and their differential coefficients.

linear differential form. *Math.* See *DIFFERENTIAL FORM*.

linear equation. *Math.* An equation of the first degree between two variables; — so called because every such equation in Cartesian co-ordinates represents a right line.

linear fractional transformation, or substitution. *Math.*

The substitution $w = \frac{az + b}{cz + d}$ where z, w are complex variables and a, b, c, d are complex constants, of fundamental importance in the doctrine of the complex variable. In this theory, it has the characteristic property of transforming an arbitrary circle in the z plane into a circle in the w plane; a straight line being regarded as a circle through the point at infinity.

linear function. *Math.* A function in which the variables appear only in the first degree, multiplied by constants, and combined only by addition and subtraction.

lin'e-ar-i-fo'l-i-us (lin'-ē-er'-fō-l'-ī-zō), *adj.* [*See* *-FOLIOLUS*].

Linear-leaved.

linear integral equation. *Math.* See *INTEGRAL EQUATION*.

lin'e-ar-ity (lin'-ē-ar'-ī-tē), *n.* The quality of being linear or extended along a line or lines.

lin'e-ar-ize (lin'-ē-er'-ī-zē), *v. t.* To give a linear form to. — *-ize'* (lī-zh'-shūn; *-ī-zē'*), *v.*

linear lead. *Steam Engines*, = 5th LEAD, 18 a.

lin'e-ar-ly, *adv.* of *LINEAR*.

linear measure. A measurement of length; also, a system of linear measurement. In English linear measure, 12 lines make 1 inch, 12 inches 1 foot, 3 feet 1 yard, $\frac{5\frac{1}{2}}$ yards 1 rod, or pole, 40 rods 1 furlong, 8 furlongs 1 mile. See also *METRIC SYSTEM; MEASURE, Table*.

linear micrometer. = *SCALE MICROMETER*.

linear problem. *Geom.* A problem that may be solved geometrically by the use of right lines alone.

linear projection. *Math.* = *PERSPECTIVITY*.

linear segment. *Math.* The set of all values of x between a and b , for which $a < x < b$.

linear set. *Math.* The set of all linear combinations $ax_1 + bx_2 + \dots + \lambda x_m$ where (x_1, \dots, x_m) are any elements of an algebra, λ is a given scalar, R , in which lie the coefficients a, b, \dots called also *constants*.

linear space. *Math.* The set of points obtained by taking all linear combinations of k linearly independent points, the sum of the coefficients of each linear combination being unity. The space is k -dimensional. When the coefficients are restricted to be positive, the set of points is said to form a *linear subspace of k dimensions*.

linear substitution. *Math.* See *LINEAR TRANSFORMATION*.

b The substitution for each of n variables x_1, x_2, \dots, x_n of a linear homogeneous function of n other variables, y_1, y_2, \dots, y_n .

linear system of plane curves. *Math.* The system of curves $\lambda_1 f_1 + \lambda_2 f_2 + \dots + \lambda_k f_k = 0$ where $f_1 = 0, \dots, f_k = 0$ are k linearly independent curves of degree n . The system is said to be of degree n and to have the dimension $k - 1$. If $k = 2$, the system is called a *pencil*; when $k = 3$, it is called a *linear system*.

linear transformation, or substitution. *Math.* The transformation of the plane of the complex number z by the substitution of $w = \frac{az + b}{cz + d}$ — called also *homographic substitution*, and *homographic, or bilinear, transformation*.

lin'e-ar'y (lin'-ē-ar'-ē), *adj.* *Linear. Obs.*

lin'e-a-sem'i-lu-nar'is (lin'-ē-a-sem'-lū-nār'-ī-tē); *pl. LINEAE SEMILUNARES* (lin'-ē-a-sem'-lū-nār'-ēz). [*L. LINEA LINEA*]. A curved line marking the lateral border of the rectus abdominis muscle.

lin'e-ate (lin'-ē-āt), *adj.* [*L. lineatus*, past part. of *lineare* to reduce to a straight line, *fr. linea line*]. Marked with lines or stripes.

lin'e-ate (lin'-ē-āt), *v. t.* [*See* *LINEATE, adj.*] To delineate; to mark with lines. *Obs.*

lin'e-at'ed (-āt'-ēd; 119), *adj.* *Lineate.*

line at infinity (in a plane). *Projective Geom.* The locus of the assumed intersections of all pairs of parallel lines in the plane. See *INFINITY*, 4 b.

lin'e-a-tion (lin'-ē-ā-shūn), *n.* [*L. lineatio* the drawing of a line]. 1. Delineation; act of marking with LNs or outlining; hence, an outline.

2. An arrangement of lines; markings.

3. Arrangement by lines (of verse or prose).

lin'e-a-ture (lin'-ē-ā-tūr), *n.* 1. Anything having outline; an outline. *Obs.*

2. A screen such as is used in half-tone work.

line-breaker. *Elec.* See *SWITCH*, *n.*, 5.

lin'e-bred', *adj.* Subjected to, or produced by, line breeding.

line breeding. Breeding or mating of particular line of descent; specif., breeding generations inter se to secure certain desired term is sometimes used for modeling down aunt and nephew, between cousins, etc., when there is an effort to perpetuate the traits of a worthy animal by breeding its descendants. Cf. INBREEDING.

line buck. Amer. Football. A charge on line. — **line'-bucker**, n.

line co-ordinates. See CO-ORDINATE.

lined (find), part. adj. Having a lining; as, lined a lining of specified uncture; as, a mailed crime.

lined (find), part. adj. 1. Marked with lines to it collar; — said of an animal.
— **lined (-find).** A combining form from **LINE** having a (specified) **lining** as in **lined blade**. A blade, usually of wood, with edge attached, as in some large shears.
lined gold. Gold having a backing of another metal.
line displacement. Astrophysics. A shifting of lines of the spectrum. See RED SHIFT.

line drawing. A drawing done with a pointed instrument or by dry-brush method, or solid masses as copy for engravings.

line drive. Baseball. A liner, esp. when produced by lines of different width and made per of similar material; also, a plate or surface produced by printing from such an engraving.
mechanical engraving in which the design is engraved with lines of different widths, in contrast to dots, as in half-tone engraving.
line equation. Math. See TANGENT TO ELLIPSE.

line'-firing, n. Fetter. The application of parallel lines over the skin in cases of chronic of the tendons.

line geometry. That geometry which assumes instead of the point, as the element of space, the line.
line'-hunting, n. Following sample by scent hunter.

lin'e-l-form' (lín'é-t'(fórm'), adj. [lín' = lin in shape or form; composed of lines.]
line integral. See INTEGRALS OF FIRST KIND.
line-less (lín'lés; -lís; 119), adj. See LASS.
line/et' -let; -lit 119), n. See LET.
line letter. A kind of type formerly used in book line loss. Etac. Pl. loss.

line'man (lín'mán), n.; pl. MEN (lín'mén).
1. One who surveys the line in surveying, etc. U.S.A.
2. A man employed to set up or repair telephone lines, or electric light or power wires.
3. Amer. Football. One who plays in the guard or tackle, as distinguished from a back.
lin'en (lín'nén; -in; 119), n. [**ME.** fr. AS. flax; akin to AS. lín flax, D. linen linen] M.E.G. lín flax and línen flax, flaxen flax, linen, L. linnum flax, linen, Gr. línos flax. Cf. LINE a cord, CRINOLINE, LINNET, LINOLEUM. Thread or cloth made of flax or (rarely) of hemp; a general sense to include articles made of flax shirting, sheeting, tablecloths, book cloths, white as milk.

2. Clothing as shirts and collars, or house sheets and tablecloths, or any article of such former times customarily made of linen (some change of one's linen; a sale of fine linen).

3. A high grade writing paper, originally made of rags only; also, a paper finished to resemble linen.

lin'en, adj. [**ME.** fr. AS. flinen. See LINEN.]
Of flax or linen; as, flinen clothing, a flinen dress.

2. Resembling flax in color, texture, etc.
lin'en decency. Commoplace and prosaic quality as symbolized by fine linen.

linen draper. A retail dealer in linen goods.
peress. — **linen drapery.**

Li-nene' (lí-nén'), n. [**lin'** = L. línium flax + **-ine 1 b.)** A trade-mark for a coarse, heavy weave, usually of cotton, resembling linen made for skirts, middies, aprons, etc.; hence, the name of the fabric made in this trade-mark.

lin'-en-er (lín't-nér; lín'-t-), n. A dealer in linen.

lin'-en-et'te' (lín'é-net'; lín'-t-), n. [**lin'** = L. línium flax + **-ette**] Cotton fabric made in imitation of linen.

linen floss. = FLOSS THREAD.

linen fold. Arch., Ornament, etc. A carved ornament representing a fold or scroll of linen.

lin-en-ize (lín'é-níz; lín'-t-), v. t. To make passing through a linen machine.

lin-en-machine. A rolling machine in which rollers impress their pattern on cloth.

lin'-en-man (lín'en-mán'; lín'-n-), n. Linen dealer.

linen pattern, linen scroll. = LINEN FOLD.

linen wedding. See WEDDING, 1, Note.

lin'e-o (lín'é-t-), Comb. form from Latin lineo graphy; denoting also linear and linear motion.
lin'e-o-cir'cu-lar (súr'kú-lér), adj. Describing circular motions into each other; — said of a moon.

line of accommodation. Optics. That section of visual axis in which, for a given state of accommodation, all rays converge at a single point so that the object can be seen clearly.

line of action. Mach. Of gearing, the locus of contact between the working faces of a pair of gears.
flies in mesh.

line of aim. An imaginary vertical plane formed by the line from the eye of the observer, through the center of the target, to the center of the gun.

line of Apollo, brilliancy, etc. Palmistry. A line on the palm of the hand.

line of fate, line of fortune, line of health, line of life, line of Luna, line of Mars, line of Mercury, line of the head, line of the heart, line of Saturn, line of the moon, line of the signs, line of Uranus, line of Venus, line of Jupiter, line of Neptune, line of Pluto, line of Saturn, line of the moon, line of the signs, line of Uranus, line of Venus, line of Jupiter, line of Neptune, line of Pluto.

line of battle. Mil. & Nav. Tactics. The position of troops or ships arranged for, or as for, delivery of a full volley or a charge.

line'-of-bat'tle ship. See SHIP OF THE LINE.

line of centers. Mach. = CENTER LINE.

line of circumvallation. See CIRCUMVALLATION.

line of collimation. Astron. & Physics. The line of sight through the telescope of the observer.

line of sight through the telescope of the observer. The intersection of the main threads of the telescope.

line of columns. Mil. & Nav. A number of battalions or squadrons whose heads or fronts are in a straight line.

line of communications. Mil. The line of communication between the front and the rear.

