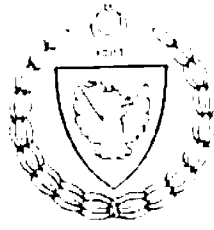


EXHIBIT 1

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TURKISH REPUBLIC OF NORTHERN CYPRUS
FAMAGUSTA FREE PORT AND ZONE
Famagusta, TRNC

SLBI No: 869

Date: 07.06.2022

CERTIFICATE

MİRAYINT CRUISE MANAGEMENT LTD

It is hereby certified that in accordance with the records kept by this Department,
The following are the Shareholders of the above Company.

Name and Address

VEDAT UĞURLU
DİKLİTAŞ MAH EMİRHAN CAD NURİBEY
APT BLOK NO:8/2 BEŞİKTAŞ İSTANBUL

Number of Shares held

Ord.Share AMT 99000
Ord.Share VAL 1 USD

ZEHRA UĞURLU
DİKLİTAŞ MAH EMİRHAN CAD NURİBEY
APT BLOK NO:8/2 BEŞİKTAŞ İSTANBUL

Ord.Share AMT 1000
Ord.Share VAL 1 USD

HASAN ÇURCIOĞLU
DİR ECT OR

EXHIBIT 2

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CONSULTING SERVICES AGREEMENT

This **Consulting Services Agreement** ("Agreement") is entered into this 1st day of December 2022 (the "Effective Date") by and between Mirayint Cruise Management Ltd. with its principal office at Namik Kemal Cad., Yetkili is merkezi No: 6, Mersin 10 Turkey, SLBT No: 869, (The "Client") and Fourneau International Limited of 40 Silicone Avenue, Cyber City 77201, Ebene, Mauritius (The "Consultant").

WHEREAS, Client desires to engage Consultant for the purpose of providing consulting services in the area of program development of residential cruises, including, but not limited to development of the marketing strategy and initial sales of the residential cruises, and such other areas as may be agreed upon by the parties from time to time (the "**Services**"); and

WHEREAS, Consultant desires to perform the Services in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and for other valuable consideration acknowledged by each of the parties to be satisfactory and adequate, the parties covenant and agree as follows:

1. **SERVICES**. Consultant shall perform the Services for the Client and Consultant agrees to perform such Services, as agreed to in writing by the parties. Work scope to be reviewed and approved in writing and in advance by the parties in a separate Statement of Work ("**SOW**") attached hereto and made a part hereof as **Exhibit A**.
2. **TERM**. The Term of this agreement begins on the Effective Date and continues for a period three (3) months, unless otherwise terminated in accordance with the provisions of this Agreement.
3. **COMPENSATION**. The Client shall pay to Consultant \$20,000 per month for Services rendered to the Client under this Agreement. Payment will be made by the 1st of each month if Consultant's invoice has been received prior to the payment date. If the invoice has not been received by the 1st of the month, payment will be made within 7 days after receipt of Consultant's invoice.

The Client shall pay Consultant a 4% commission on gross sales after guest deposits have been paid and only after the decision has been made to move the project forward. If guest deposits are returned due to cancellation of the project, no commission shall be owed to Consultant. Any commissions the Consultant agrees to pay in secondary agreements with brokers and sales agents are the responsibility of the Consultant.

In addition, Client shall reimburse Consultant for all reasonable expenses incurred at the direction of the Client, including, but not limited to, travel expenses, other than those incurred by Consultant while traveling to and from Consultant's home or office and established sales office, equipment, and telecommunications expenses, provided parties have agreed in writing to any expenses in advance of them being incurred by Consultant. Consultant shall follow Client's Travel Policy attached hereto and made a part hereof as **Exhibit B**. Consultant will issue an invoice monthly for the Services performed and expenses incurred, attaching actual bills, receipts or other evidence of expenditures.

4. **INDEPENDENT CONTRACTOR**. Consultant will furnish the Services to Client as an independent contractor and not as an employee of Client or any entity that is a parent, subsidiary, related or affiliated company thereof. Nothing herein shall be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the parties. For the purposes of this Agreement, Consultant and its employees (including Consultant) shall not be entitled to any employee benefits, including, without limitation, any medical coverage, life insurance, participation in Client's retirement plan, etc., provided to employees of Client, or any entity that is a parent, subsidiary, related or affiliated company thereof.

5. **FUTURE EMPLOYMENT**. Upon completion of this Agreement, Client agrees to hire consultant as an employee of its company to continue the launch, marketing, sales and any other work that may need to

be performed relating to the residential cruise project so long as Consultant's work has been completed as outlined in this Agreement and in accordance with Section 12.

6. **TAXES.** Consultant bears all liability or responsibility for the reporting and payment of taxes assessed on compensation hereunder or otherwise in connection with Consultant's employment of its own employees (including Consultant), other than sales taxes which shall be billed in accordance with applicable laws. Notwithstanding the foregoing, however, if Client, or any entity that is a parent, subsidiary, related or affiliated company thereof, is required to pay or withhold any taxes or make any other payment with respect to fees payable to Consultant and/or its own employees (including Consultant), Consultant will reimburse Client, or such parent, subsidiary, related or affiliated entity, in full for taxes paid. For avoidance of doubt, Consultant will indemnify, defend and hold Client, its directors, officers, employees and agents and its parent, subsidiary, related or affiliated companies harmless against any claim or liability (including penalties) resulting from Consultant's failure to any such taxes or contributions, or its failure to file any such tax forms.

7. **CONSULTANT NOT TO ENGAGE IN CONFLICTING ACTIVITIES.** During the Term of this Agreement, Consultant will not enter into any activity, employment, or business arrangement that conflicts with Client's interests or would prevent performance of Consultant's obligations under this Agreement. In view of the sensitive nature of the Services that Consultant will provide pursuant to this Agreement, Client shall have the option of terminating this Agreement at any time and immediately if, in Client's sole judgment, such a conflict of interest exists or is imminent. Consultant will advise Client in writing of Consultant's position with respect to any activity, employment, or business arrangement contemplated by Consultant that is relevant to this Section 7. Consultant also agrees to disclose any such plans to Client in writing prior to their implementation.

8. **WORK PRODUCT AND INTELLECTUAL PROPERTY.**

(a) All Work Product (as defined below), and all right, title and interest therein, shall be and at all times remain the exclusive property of Client, and Consultant shall have no rights therein. All Work Product shall be a "work made for hire." To the extent that such Work Product shall not constitute a work made for hire, Consultant hereby expressly assigns to Client all right, title and interest in and to all Work Product. For the purposes of this Agreement, "Work Product" means all work product of Consultant produced, developed or discovered by Consultant pursuant to or in connection with this Agreement and/or the Consulting Services, including all reports, analyses, data, application designs, materials, ideas, know-how, information, software, specifications, inventions, writings, discoveries, patents, copyrights, trademarks, trade secrets and designs, along with all proprietary and other rights that may now or in the future exist therein or be appurtenant thereto related to the work performed for Client by Consultant. Consultant shall mark all Work Product with Client's copyright or other proprietary notice as directed by Client and shall take all actions deemed necessary by Client to perfect Client's rights therein, at Client's expense.

(b) If this Agreement is Terminated pursuant to Section 12 or for non-performance of Consultant, then Client shall have the right to use the Work Product to continue the launch of the residential cruise project.

9. **REPRESENTATIONS AND WARRANTIES.** Consultant represents and warrants that it is fully qualified to provide the Services and that it will perform the Services in a professional, ethical, and workmanlike manner and will give Client the full benefit of its knowledge, experience, judgment and expertise in rendering advice to Client on the matters and subjects related to the Services. Consultant further represents and warrants that: (i) has the right to enter this Agreement and fully perform its obligations and provide the Services and/or materials hereunder, free of any conflict with any other obligations by which it may be bound; and (ii) neither the performance of the obligations and agreements, nor the furnishing of the Services and/or materials hereunder violates or infringes the intellectual property rights or any other rights of any other party or contravenes the laws or regulations of any governmental, regulatory or judicial authority applicable to it.

10. **OUTSIDE SERVICES.** Consultant shall not use the service of any other person, entity, or organization in the performance of Consultant's duties without the prior written consent of an officer of the

Client. Should the Client consent to the use by Consultant of the services of any other person, entity, or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an agreement to protect the confidentiality of the Client's Confidential Information and the Client's absolute and complete ownership of all right, title, and interest in the work performed under this Agreement.

11. CONFIDENTIALITY.

(a) **Confidential Information.** The terms and conditions of this Agreement and any information and data of any nature including, but not limited to, all data transmitted by and between the parties in connection with this Agreement (whether before or after the Effective Date hereof), any technical, business plans, marketing, promotional, trade secrets, techniques and other non-public information from or about the disclosing party that would normally be treated as confidential by the disclosing party in the ordinary course of business shall be deemed "**Confidential Information**". The parties acknowledge that all rights to such Confidential Information, whether oral or written, disclosed to the receiving party are reserved by the disclosing party. Except as expressly permitted by this Agreement, all Confidential Information (a) shall be held and protected by the recipient in strict confidence with at least the same degree of care that the recipient uses to safeguard its own Confidential Information; (b) shall be used by the recipient only as required to render performance or to exercise rights and remedies under this Agreement; (c) shall not be produced or copied, in whole or in part, except as necessary for its authorized use under this Agreement; and (d) shall not be disclosed to any other third parties without the prior written consent of the owner. The obligations of confidentiality will not apply to information that (a) is properly known to the receiving party at the time of disclosure to the receiving party; (b) has become publicly known through no wrongful act of the receiving party; (c) has been rightfully received from a third party not under a nondisclosure obligation with respect to the information; (d) has been approved for release by written authorization of the disclosing party; or (e) is independently developed by the receiving party. Upon the expiration or termination of this Agreement, the receiving party will return all Confidential Information to the disclosing party. It is expressly agreed that the remedy at law for breach of the agreement set forth in this Section 11(a) may be inadequate and that the parties shall, in addition to any available remedies, be entitled to seek injunctive relief to prevent breach or threatened breach thereof.

(b) **Disclosure Required by Law.** The receiving party may disclose the Confidential Information of the disclosing party in response to a request for disclosure by a court or another governmental authority, including a subpoena, court order, or audit-related request by a taxing authority, if the receiving party: (i) promptly notifies the disclosing party of the terms and the circumstances of that request, (ii) consults with the disclosing party, and cooperates with the disclosing party's reasonable requests to resist or narrow that request, (iii) furnishes only information that, according to written advice of its legal counsel, the receiving party is legally compelled to disclose, and (iv) uses reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded the information disclosed.

12. TERMINATION. The Client may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. Cause means: (1) Consultant has breached the provisions of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 90 days following receipt of a notice from the Client; (2) Consultant has committed fraud, misappropriation, or embezzlement in connection with the Client's business; (3) Consultant has been convicted of a felony; or (4) Consultant's use of narcotics, liquor, or illicit drugs has a detrimental effect on the performance of his or her employment responsibilities, as determined by the Client. Further, either party may terminate this Agreement immediately upon the other party's cessation of business, election to dissolve, dissolution, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors or filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws. If this Agreement is terminated pursuant to this Section 12, Client shall only be liable for payment of consulting fees earned as a result of work actually performed and approved by Client and expenses actually incurred prior to the effective date of the termination.

Upon termination, Any equipment provided by the Client to the Consultant in connection with or furtherance of Consultant's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Client.

13. FORCE MAJEURE. Neither party hereto shall be liable for any loss, injury or damage out of any delay or failure of performance caused by circumstances beyond its reasonable control, or by circumstances which it could not through reasonable precaution have avoided including, but not limited to policies or restrictions of governments, wars, riots, or civil commotions (hereinafter referred to as a "Force Majeure Event") and any such delay or failure of performance due to any said Force Majeure Event shall not be deemed to be a breach of or a default in the performance of this Agreement. The party prevented from performing because of a Force Majeure Event shall promptly notify the other party and shall do all things reasonably possible to remove such Force Majeure Event and, shall resume performance hereunder as soon as any such Force Majeure Event is at an end. Notwithstanding any other provisions of this Agreement, if delay in performance by either party exceeds thirty (30) days due to a Force Majeure Event, the non-delaying party may terminate this Agreement, immediately upon written notice to the delaying party, in which event all obligations and liabilities of the parties hereunder with respect to such future performance shall be discharged and terminated.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Florida.

15. NOTICES. All notices under this Agreement shall be in writing and shall be given by email, personal delivery, or by registered or certified mail or overnight courier, return receipt requested, to the following addresses, or such other address as designated by written notice, and shall be deemed given upon receipt:

Client

Mirayint Cruise Management Ltd.
Attn: Vedat Ugurlu
Email: vedat@mirayint.com
Namik Kemal Cad.
Yetkili is merkezi No: 6
Mersin 10 Turkey
SLBT No: 869

Consultant

Fourneau International Limited
Attn: Mikael Petterson
Email: mikepetterson@yahoo.com
40 Silicone Avenue
Cyber City 77201, Ebene, Mauritius

16. DISPUTE RESOLUTION. If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

17. SEVERABILITY. If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule, law or public policy, all other conditions and provisions of this

Agreement shall, nevertheless, remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein; provided however, that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of all parties of this Agreement taken as a whole.

18. ASSIGNMENT. Neither this Agreement nor any right conferred hereby is assignable by any party, whether in whole or in part, without the prior written consent of the other party; provided however, that Client shall have the right to assign this Agreement, whether in whole or in part, to any of its parent, subsidiary or affiliated companies. Consultant's duties hereunder are non-delegable and may not be subcontracted or otherwise delegated without the prior written consent of Client.

19. MODIFICATION. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

20. COMPLETE AGREEMENT. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.


Mirayint Cruise Management Ltd.

VEDAT UGURLU
By: _____


Signed: _____

Fourneau International Limited

By: Mikael Petterson


Signed: _____

By: Irina Strembitsky

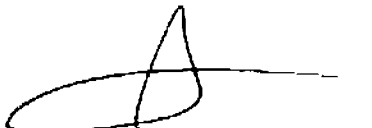

Signed: _____

EXHIBIT A

Scope of Work

The Consultant will consist primarily of a team including Irina Strembitsky, and Mikael Petterson, both who have the necessary qualifications, experience and abilities to provide services to the Client. The Consultant will be responsible for creating and developing a 3 Year Residential World Cruise for the upper contemporary market. The Consultant will create selling materials, CRM, Website and upon approval of Client, will structure a sales team to target the American market. The Scope of Work will be as follows:

Irina Strembitsky

- Serve as head of Sales & Marketing
- Develop a Product offering specifically for a 3 Year World Cruise Residence targeting the American market.
- Create marketing channels and strategic partners
- Build a sales team to handle call volume, and internet chat
- Work out communication channels with customers such as phone, email and promotional in-person events.
- Build website materials, CRM and reservation system as needed
- Manage PR campaign with industry leaders
- Refine product offering with finance and operations
- Target USA Market through existing and new channels
- Other work related to Sales as defined by management

Mikael Petterson

- Serve as Managing Director of US Operations
- Establish the US headquarters
- Negotiate with other Partners for lot sale
- Structure Strategy and implementation efforts
- Develop financial model and analytics
- Manage cash flow, and closely monitor pre-launch expenses
- Itinerary planning in agreement with Owner and Irina
- Liaison with vessel owner on operational needs
- Develop onboard product and strategic partners
- Work closely with Irina in all facets of execution

The Services will also include any other tasks which the parties may agree on.

The Client and Consultant will work together to strategically develop the inaugural sailing date. An agreed upon timeline will be developed between Client and Consultant for targeted dates.

The Consultant and Client agree to the first sales of the residences will take place as soon as the necessary information has been agreed upon, and the product / brand outlined in such way to take to market.

Communication and Channel of Communication

The Client will stipulate to the Consultant who the direct channel of persons or departments need to be communicated with, and that from both parties, any other communications by any other person may or will be copied into the approved channels.

Operational Information

The Client agrees to provide the Consultant with any and all information on the vessel, its operational costs, faults and registry and technical data, and any other information required, to ensure the Consultant can perform the tasks set forth in this agreement. The Consultant agrees to communicate the Client any and all policies, procedures, operational manuals and planning material to the Client in stages of completion.

Reports

Consultant shall periodically provide the Client with written reports of its observations and conclusions regarding the consulting services. Upon the termination of this Agreement, Consultant shall, upon the request of Client, prepare a final report of Consultant's activities.

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EXHIBIT B
"Travel Policy"

Consultant and Client shall discuss and agree upon the most cost-efficient travel arrangements, prior to undertaking each individual planned trip, considering the cost of airfares, land transport, hotel, accommodation and heavy luggage costs.

Client has the option to purchase airfares, land transport, and accommodation on behalf of the Consultant or its employees engaged to perform Services, in which accommodations concerning air carrier, type of lodging or classification of automobile, unless prior written approval is received from authorized personnel in Client's Travel Department and attached to the final invoice.

Client does not pay expenses for family members or partners on business trips.

Exchange Rates

The exchange rate to be used for approved expenses on a personal credit card or cash transactions is the actual rate paid on the date of purchase

Expense Types

- a. **AIR / RAIL TRAVEL** – Consultant will only be reimbursed for economy/coach class, unless otherwise approved by authorized personnel in Client's Travel Department. Consultant will be reimbursed for baggage fees. Fees for upgrades, extra legroom exit row seats, or early seat assignments will not be reimbursed. Personal air travel in conjunction with business travel will not be reimbursed. Charges for in-flight Wi-Fi, entertainment, meals, and beverages are not eligible for reimbursement.
- b. **AIRPORT PARKING** – Parking expenses should be minimized. Long-term airport parking must be used whenever the vehicle will be left for more than 24 hours. The cost of parking versus the use of a taxi or shuttle services should be compared and the less expensive option used. Lost ticket charges are not eligible for reimbursement.
- c. **CAR RENTALS** - Car transportation should be used only when it is either the most economical means of travel, or necessary due to the nature of the trip. Consider the cost of taxi, shuttle service or ride sharing service before requesting a rental car. It is reimbursed by car rental upgrades and navigation unit rentals will not. In the United States, an intermediate size car should be rented. A full size (next level up from intermediate) may be rented for group travel (a party of three or more people) and should be detailed on the expense report form. Outside the United States, a compact class car should be rented. An upgrade to intermediate size can be used for parties of 3 or more. Approval by the authorized personnel in Client's Travel Department must be attached to the final invoice. Damage and/or repairs to cars, parking or traffic violations and towing charges will not be reimbursed.
- d. **CAR RENTAL INSURANCE** – Consultant is not covered under Client's insurance and must purchase additional car rental insurance.
- e. **TAXI** – The use of Taxi's is permitted when public transportation, airport shuttle, and/or hotel courtesy transportation is not available or when time or other factors make it impracticable to use available public conveyances. A receipt must support all taxi fares claimed on the invoice. Taxi receipts must indicate destination and date of travel. Taxi gratuities should not exceed 15% of the taxi fare in the United States or in regions of the world where customary.

- f. **RIDE SHARING / CAR-HAILING SERVICES** – The used of services such as Uber, Lyft, or Grab, etc. is permitted in standard service category. (XL service category may be reimbursed for groups of three or more people.) Luxury service category will not be reimbursed.

Use of other chauffeured services (cars, SUV's limousines, etc.) will not be reimbursed.

- g. **PERSONAL / COMPANY CAR** – Consultants who use their personal or any company car to conduct business on Client's behalf can be reimbursed mileage. Any expense report and a printed map route must be submitted detailing the miles driven and purpose of the trip. Damage and/or repairs to the car, traffic violations, parking tickets or towing charges will not be reimbursed, even if these costs result from a business trip. Personal car and/or Consultant's insurance applies it is Consultant's responsibility to obtain and maintain appropriate levels of car insurance. Client will not reimburse for any auto insurance costs. Reasonable financial discretion should be used when driving versus purchasing airfare related to long distance trips.
- h. **TOLLS** – Consultant will be responsible for payment of tolls at the time of travel. Tolls paid while on Client business will be reimbursed with submission of original receipts or statements from pre-paid electronic toll collection programs showing date of collection. Tolls paid by a device issued in conjunction with a car rental will be included in the total cost of the rental and should be included on the final invoice submitted for reimbursement. If supplier decides to use its personal electronic toll collection devices in a rental unit, it is Consultant's responsibility to ensure terms of use are followed. Client is not responsible for any penalties assessed due to improper usage, loss, theft, or damage to electronic devices and penalties will not be reimbursed.
- i. **ACCOMMODATION** – Accommodation during service execution will be offered based on availability. When a hotel stay is required, reservations should be made through the Client's Travel Department, when possible. In the event this is not possible, rooms at the lowest available contracted rate should be reserved. Client will reimburse Consultant only for hotels for the time necessary to perform business for Client. In room movies, mini bar amenities, gift chops, spa, and other services will not be reimbursed.
- j. **MEALS** – Meal costs are reimbursable expenses when travelling on business for Client's project. All expenses for meals will be judged on their reasonableness, as for cost, location, and circumstances.
- k. **TELEPHONE / INTERNET** – Consultant should use the least expensive mode of communication available and avoid calls from a hotel room airplane, and/or ship. Complimentary Wi-Fi in hotels should be used where available. If complementary Wi-Fi is not available, Client will not reimburse for Wi-Fi access. When onboard Client's vessels, Consultant should work with Client's IT Team to secure shipboard Wi-Fi.
- l. **ONBOARD EXPENSES** – Client will not reimburse for expenses of a personal nature. Personal expenses include, but are not limited to the following:
- Beauty salon;
 - Spa products and/or services;
 - Gift shop purchases;
 - Shore excursions;
 - Gratuities;
 - Excessive ship-to-shore telephone calls;
 - Personal internet / Wi-Fi access;
 - Laundry
 - Medical

- Anything from the stateroom mini fridge
 - Crew Bar
- m. **OTHER EXPENSES** – Expenses that might be construed to be business related but are not reimbursed include, but are not limited to, some of the following:
- Cell phone, cell phone monthly bills, car phones, accessories such as batteries, leather cases, customized ring tones, etc.;
 - Credit card fees or interest;
 - Internet connection from home;
 - Items lost or stolen while traveling;
 - Loss or damage to personal property;
 - Passport costs;
 - Global Entry Passes or similar international expedited passport screening pass;
 - Visas Exception: if the selected travel location has a mandate for a Visa;
 - Personal items used in business travel such as luggage, toiletries and non-business-related items;
 - Reading materials; rental car extras such as navigation systems, satellite radio, etc.;
 - Souvenirs purchased at ports of call;
 - ATM withdrawals or overdraft fees;
 - Chase exchange rate fees; and
 - Liability insurance
- n. **INVOICING** – Expenses invoiced and submitted to Client for payment must include the following information:
- Consultant Name and title;
 - Travel location and dates
 - Copies of all receipts

Final invoices must be submitted in English and converted to the currency as designated at the time of Agreement signing.

- o. **RECEIPTS** – Regardless of cost, all expenditures require a copy of the itemized original receipt if invoiced. Credit card statements are not accepted. Receipts must include the date and place expenditure was incurred. Failure to provide the requested backup documentation will result in delayed payment or rejection of charges.

EXHIBIT 3

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**Electronic Articles of Incorporation
For**

P23000009132
FILED
January 30, 2023
Sec. Of State
adjohnson

LIFE AT SEA CRUISES, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
LIFE AT SEA CRUISES, INC.

Article II

The principal place of business address:
500 E. BROWARD BLVD.
1710
FT. LAUDERDALE, FL. 33394

The mailing address of the corporation is:
500 E. BROWARD BLVD.
1710
FT. LAUDERDALE, FL. 33394

Article III

The purpose for which this corporation is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:
1

Article V

The name and Florida street address of the registered agent is:
VEDAT UGURLU
5484 BOWMAN DR
WINTER GARDEN, FL. 34787

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: VEDAT UGURLU

P23000009132
FILED
January 30, 2023
Sec. Of State
adjohnson

Article VI

The name and address of the incorporator is:

VEDAT UGURLU
5484 BOWMAN DR.

WINTER GARDEN, FL 34787

Electronic Signature of Incorporator: VEDAT UGURLU

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
VEDAT UGURLU
500 E. BROWARD BLVD.
FT. LAUDERDALE, FL. 33394

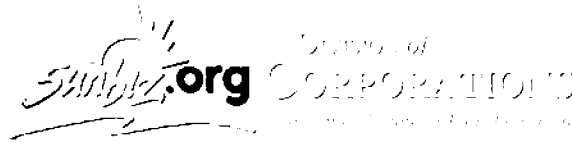
Article VIII

The effective date for this corporation shall be:

01/25/2023

EXHIBIT 4

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
LIFE AT SEA CRUISES, INC.

Filing Information

Document Number P23000009132
FEI/EIN Number NONE
Date Filed 01/30/2023
Effective Date 01/25/2023
State FL
Status ACTIVE

Principal Address

500 E. BROWARD BLVD.
1710
FT. LAUDERDALE, FL 33394

Mailing Address

500 E. BROWARD BLVD.
1710
FT. LAUDERDALE, FL 33394

Registered Agent Name & Address

UGURLU, VEDAT
5484 BOWMAN DR
WINTER GARDEN, FL 34787

Officer/Director Detail

Name & Address

Title P

UGURLU, VEDAT
500 E. BROWARD BLVD.
FT. LAUDERDALE, FL 33394

Annual Reports

No Annual Reports Filed

Document Images

01/30/2023 -- Domestic Profit [View image in PDF format](#)

Florida Department of State, Division of Corporations

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EXHIBIT 5

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**Electronic Articles of Organization
For
Florida Limited Liability Company**

L23000104010
FILED 8:00 AM
February 27, 2023
Sec. Of State
kcostello

Article I

The name of the Limited Liability Company is:

FOURNEAU INTERNATIONAL LLC

Article II

The street address of the principal office of the Limited Liability Company is:

12266 NW 10TH STREET
PEMBROKE PINES, FL. 33026

The mailing address of the Limited Liability Company is:

12266 NW 10TH STREET
PEMBROKE PINES, FL. 33026

Article III

Other provisions, if any:

CRUISE SALES AND CONSULTING SERVICES

Article IV

The name and Florida street address of the registered agent is:

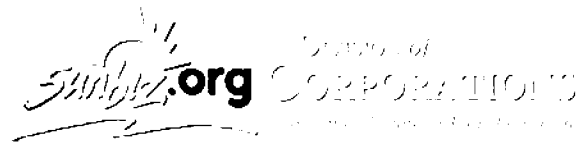
MIKAEL S PETTERSON
12266 NW 10TH STREET
PEMBROKE PINES, FL. 33026

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MIKAEL S PETTERSON

EXHIBIT 6

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
FOURNEAU INTERNATIONAL LLC

Filing Information

Document Number L23000104010
FEI/EIN Number NONE
Date Filed 02/27/2023
Effective Date 02/27/2023
State FL
Status ACTIVE

Principal Address

12266 NW 10TH STREET
PEMBROKE PINES, FL 33026

Mailing Address

12266 NW 10TH STREET
PEMBROKE PINES, FL 33026

Registered Agent Name & Address

PETTERSON, MIKAEL S
12266 NW 10TH STREET
PEMBROKE PINES, FL 33026

Authorized Person(s) Detail

Name & Address

Title DIR

IRINA, STREMBITSKY I
14401 S MILITARY TRAIL E302
DELRAY BEACH, FL 33484

Title DIR

ROBERT, DIXON C
27E CHERRY HILLS CRESCENT
SUNNINGDALE, CAPE TOWN, SA 7441 SA

Annual Reports

No Annual Reports Filed

Document Images

02/27/2023 -- Florida Limited Liability

View image in PDF format

Florida Department of State, Division of Corporations

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EXHIBIT 7

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Life at Sea Cruises



Mikael Petterson <mikepetterson@yahoo.com>

Címzett: Olavs Zvinelis CEO: Victoria Cruises

📅 Az üzenetre válaszolt: 2023. 03. 07. 15:25.

📧 Valasz 📧 Valasz mindenkinek ➔ Továbbítás ⋮

📅 Szö: 2023. 03. 04. 1:59

Olavs/Marcell

As you can probably see, we launched LifeatSeacruises.com on Wednesday and without another lead already have the leads to sell out by the end of the month. We actually have enough leads to fill our ship and yours, let me know if you want to discuss a potential solution. Obviously, we cant do 3% at this point given our marketing spend, but a 10% number is not out of the question. we are already out of balconies and could send them your way...

Best regards,
Mikael

EXHIBIT 8

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**Electronic Articles of Organization
For
Florida Limited Liability Company**

L23000182234
FILED 8:00 AM
April 12, 2023
Sec. Of State
dsultana

Article I

The name of the Limited Liability Company is:
FOURNEAU MANAGEMENT LLC

Article II

The street address of the principal office of the Limited Liability Company is:
12266 NW 10TH STREET
PEMBROKE PINES, FL. UN 33026

The mailing address of the Limited Liability Company is:
12266 NW 10TH STREET
PEMBROKE PINES, FL. UN 33026

Article III

The name and Florida street address of the registered agent is:
MIKAEL PETTERSON
12266 NW 10TH STREET
PEMBROKE PINES, FL. 33026

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MIKAEL PETTERSON

Article IV

The name and address of person(s) authorized to manage LLC:

Title: DIR
MIKAEL PETTERSON
12266 NW 10TH STREET
PEMBROKE PINES, FL. 33026 UN

L23000182234
FILED 8:00 AM
April 12, 2023
Sec. Of State
dsultana

Article V

The effective date for this Limited Liability Company shall be:

04/12/2023

Signature of member or an authorized representative

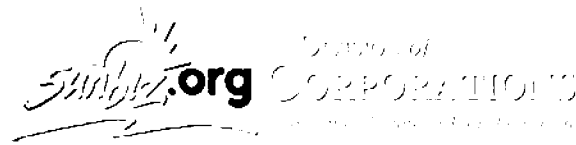
Electronic Signature: MIKAEL PETTERSON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

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EXHIBIT 9

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Detail by Entity Name

Florida Limited Liability Company
FOURNEAU MANAGEMENT LLC

Filing Information

Document Number L23000182234
FEI/EIN Number NONE
Date Filed 04/12/2023
Effective Date 04/12/2023
State FL
Status ACTIVE

Principal Address

12266 NW 10TH STREET
PEMBROKE PINES, FL 33026 UN

Mailing Address

12266 NW 10TH STREET
PEMBROKE PINES, FL 33026 UN

Registered Agent Name & Address

PETERSON, MIKAEL
12266 NW 10TH STREET
PEMBROKE PINES, FL 33026

Authorized Person(s) Detail

Name & Address

Title DIR

PETERSON, MIKAEL
12266 NW 10TH STREET
PEMBROKE PINES, FL 33026 UN

Annual Reports

No Annual Reports Filed

Document Images

04/12/2023 – Florida Limited Liability

Florida Department of State, Division of Corporations

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EXHIBIT 10

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T23000000304

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

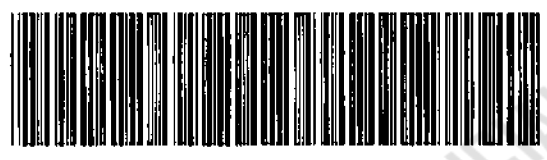
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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RECEIVED
APR 17 2023

FILED
2023 APR 17 PM 4:14

K. SALY
MAY 19 2023

4/17

APPLICATION FOR THE REGISTRATION OF A TRADEMARK OR SERVICE MARK
PURSUANT TO CHAPTER 495, FLORIDA STATUTES

TO: Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

FILED
2023 APR 17 PM 4:14
TALLAHASSEE, FL

PART I

1. OWNER/APPLICANT: Enter the name and address of the individual or the business entity to be listed as the owner of the Trademark and/or Service Mark on the records of the Florida Department of State.

(a) Owner's/Applicant's name: Life at Sea Cruises Inc. _____

(b) Owner's/Applicant's business address: 500 E. Broward Blvd, Suite 1710 _____

Ft. Lauderdale, FL 33394 _____

City/State/Zip

If different, Owner's/Applicant's mailing address: 5484 Bowman Dr. _____

Winter Garden, FL 34787 _____

City/State/Zip

(c) Owner's/Applicant's telephone number: (407) 680-8223 _____

Check the appropriate box to indicate the Owner/Applicant is a(n):

- Individual Corporation Joint Venture Limited Liability Company
- General Partnership Limited Partnership Union Other: _____

If the Owner/Applicant is a business entity, the business entity must have an active filing or registration on file with the Florida Department of State. If the Owner/Applicant is not an individual, enter the business entity's Florida registration/document number in #1, the state or country under the laws of which the business entity is currently formed, organized or incorporated under in #2, and the entity's federal employer identification number (EIN) in #3.

(1) Florida registration/document number: P23000009132 _____

(2) Domicile State or Country: Florida _____

(3) Federal Employer Identification Number: 92-2428499 _____

2. (a) **SERVICE MARK:** If the owner/applicant is using the name, logo, design and/or slogan being registered in connection with a type of service, the mark is a service mark. If the mark is a service mark, the applicant/owner must list the specific service(s) the mark is being used in connection with. For example: furniture moving services, diaper services, house painting services, wholesale and retail sales of tractor equipment, etc. If the owner/applicant is using the mark to identify services available in the market place, enter the specific service(s) being rendered here:

(Note: List only those services currently being rendered by the owner/applicant. Do not include future services.)

travel services, cruise vacation services, cruise booking services

2. (b) TRADEMARK: If the owner/applicant is using the name, logo, design and/or slogan being registered in connection with an actual product manufactured by the owner/applicant or on the owner/applicant's behalf, the mark is a trademark. If the mark is a trademark, the applicant/owner must list the specific product(s) the name, logo, design and/or slogan is being used to identify. For example: ladies sportswear, cat food, barbecue grills, shoe laces, etc. If the owner/applicant is using the name, logo, design and/or slogan to identify goods available in the market place, enter the specific product(s) the name, logo, design and/or slogan is being used to identify:

(Note: List only those product(s) currently available. Do not include future products.)

2. (c) HOW IS THE NAME, LOGO, DESIGN AND/OR SLOGAN CURRENTLY USED:

SERVICE MARKS: If the name, logo, design and/or slogan are/is being used in connection with a type of service, you must specify the form(s)/mean(s) of advertisement the applicant/owner is using to advertise the services to the general public. For example: newspaper advertisements, business cards, brochures, flyers, pamphlets, menus, etc. If the mark is being used in connection with a type of service, state how the name, logo, design and/or slogan are/is being used in advertising here:

Websites, social media, brochures, business cards, TV advertisements

TRADEMARKS: If the name, logo, design and/or slogan are/is being used to identify a product manufactured by or for the applicant/owner, you must specify how the mark is applied or affixed to the actual product or its packaging. For example: a tag, label, imprinted or engraved on the actual product, etc. If the mark is being used in connection with a specific product, state how the name, logo, design and/or slogan is applied or affixed to the actual product(s) or the packaging:

2. (d) FEE(S) AND CLASS(ES): There are a total of 45 classes or categories in which all products or services must be categorized. The fee to register a mark is \$87.50 per class. Make check payable to Florida Department of State.

List the class(es) which apply to the product(s) and/or service(s) listed in 2(a) and/or 2(b) above:

Class 39

DEPARTMENT OF STATE
2008 APR 11 PM 4:14
FILED

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PART II

1. You must state the date the name, logo, design and/or slogan was first used in the state of Florida, and, if it was used in another state or country, the date you first used the name, logo, design and/or slogan in the other state or country. Enter the month, day, and year the name, logo, design and/or slogan was first used by the applicant/owner, the predecessor, or a related company in Florida. If the name, logo, design and/or slogan has been used in another state or country, then you must also enter the month, day, and year the name, logo, design and/or slogan was/were used in another state or country, when applicable.

Note: The Florida Statutes require a mark to be in use prior to registration.

N/A

(a) Date first used in other state or country, if applicable: _____

1/25/2023

(b) Date first used in Florida: _____

FILED
2023 APR 17 PM 4:14
TALLAHASSEE, FLORIDA

PART III

ENTER NAME, LOGO, DESIGN AND/OR SLOGAN BEING REGISTERED:

1. Enter the name, a brief description of the logo or design, and/or the slogan you are registering. The description of the logo and/or design must be 25 words or less. List the exact name, slogan, and/or description of the logo/design here: (NOTE: The name, logo, design and/or slogan listed in this section must match the exact name, logo, design and/or slogan listed on your specimens or examples.)

Life at Sea Cruises

Provide the English translation of any and all terms listed #1 above, when applicable: _____

2. DISCLAIMER STATEMENT (if applicable):

Your mark may include a word or design that is commonly used by others. Commonly used terms or designs must be disclaimed. When you disclaim a specific term or design, you are acknowledging this term is commonly used by others and that you do not claim the exclusive right to use the disclaimed term or design. All geographical terms and representations of cities, states or countries must be disclaimed (i.e., Miami, Orlando, Florida, the design of the state of Florida, the design of the United States of America, etc.). Corporate suffixes and terms readily associated with the specific product(s) and/or(s) service being provided must also be disclaimed.

Enter all terms listed in #1 above which require a disclaimer in the space provided below:

Cruises, Life, At, Sea

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE THE TERM(S)" _____

" APART FROM THE MARK AS SHOWN.

3. ATTACH OR INCLUDE THREE SPECIMENS OR EXAMPLES OF THE TRADEMARK OR SERVICE MARK BEING REGISTERED

Chapter 495, F.S., requires you to submit three specimens (samples or examples) of the mark in use. You must submit three specimens FOR EACH CLASS listed in Part I #2(d). The name, logo, design and/or slogan on the specimens must be identical to the name, logo, design and/or slogan being registered. You may provide three identical specimens or three different specimens. For each service mark class (classes 35-45), you may provide three newspaper advertisements, business cards, brochures, flyers, or any combination thereof. For each trademark class (classes 1-34), you may provide three tags, labels, boxes, etc. or any combination thereof. Photographs of bulky specimens are acceptable if the mark being registered and the good(s) or product(s) are clearly legible.

SIGNATURE OF APPLICANT/OWNER AND NOTARIZATION:

I, Vedat Ugurlu, being sworn, depose and say that I am the owner and the applicant herein, or that I am authorized to sign on behalf of the owner and applicant herein, and to the best of my knowledge no other person except a related company has registered this mark in this state or has the right to use such mark in Florida either in the identical form thereof or in such near resemblance as to be likely, when applied to the goods or services of such other person to cause confusion, to cause mistake or to deceive. I make this affidavit and verification on my/the applicant's behalf. I further acknowledge that I have read the application and know the contents thereof and that the facts stated herein are true and correct.

Vedat Ugurlu

Typed or printed name of applicant

PHYSICALLY PRESENT

[Handwritten signature]

Applicant's signature
(List name and title)

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this (numeric date) this 10 day of APRIL, 2020, by (VEDAT UGURLU),
numeric date month year name of person making statement



CHARLES COTHRAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG958938
Expires 2/17/2024

[Handwritten signature]

Notary Public's Signature

CHARLES COTHRAN

Notary Public's Printed Name

Personally Known OR Produced Identification FLA DL

Type of Identification Produced: FLA DL

FILING FEE: \$87.50 per class

FILED
2023 APR 17 PM 4:14
TALLAHASSEE FLORIDA



Sales Launch March 1st



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EXHIBIT 11

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Department of State / Division of Corporations / Search Records / Search by Trademark Name /

Detail by Trademark Name

Trademark

LIFE AT SEA CRUISES

Filing Information

Document Number T23000000304
Date Filed 04/17/2023
Expiration Date 04/17/2028
First Used in Florida 01/25/2023
First Used Anywhere 01/25/2023
Status ACTIVE

Mark Used In Connection With

TRAVEL SERVICES, CRUISE VACATION SERVICES, CRUISE BOOKING SERVICES

Disclaimer For

"CRUISES"

Owners

Name & Address

LIFE AT SEA CRUISES, INC.
 500 E. BROWARD BLVD, STE. 1710
 FT. LAUDERDALE, FL 33394

Type/Class

SM-00390000 0000000000 0000000000 0000000000
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Cross Reference

No Cross Reference

Document Images

04/17/2023 -- Trademark

EXHIBIT 12

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From: Kendra L. HOLMES <kholmes@mirayint.com>
Sent: Monday, May 22, 2023 8:22 AM
To: Tee Persad <tpersad@pcc.law>
Subject: 4952-1

Hello Tee,

Please see below regarding the types of messages that are being sent out from Mike's team.

Warm Regards,



Kendra HOLMES
Vice President
Strategy & Business Development

☎ GSM: +1 407 920 7554
☎ +90 850 480 90 95

🌐 www.miraycruises.com
🌐 www.lifeatseacruises.com
🌐 www.mirayint.com
🌐 www.mirayistanbul.com

Sail to your dreams with
MIRAY CRUISES

From: Jim Cremer
Date: Monday, May 22, 2023 at 4:41 AM
To: Kendra L. HOLMES
Subject: Refund of e-check LaS deposit?

Hello Ms. Holmes,

I am extremely disappointed to hear of the developments with the LaS venture.

I made a \$4500 deposit (for cabin 6013) by e-check on March 31st. Please let me know what is needed to have this deposit refunded.

Thank you,
James Cremer

Begin forwarded message:

From: Kathryn V
Date: May 21, 2023 at 5:41:00 PM PDT
To: Jim Cremer

Subject: Re: Refund of e-check LaS deposit?

Jim,

We are saddened by the backstabbing by Miray. We will take back what is rightfully ours and build it bigger and better.

In the meantime, Please request your deposits back at kholmes@mirayint.com or call her at (407) 920-7554 or the Miray Owner Vedat Ugurlu (407) 680-8223

With kind regards,
Kathy

On Sun, May 21, 2023 at 7:26 PM Jim Cremer <jimcremer@gmail.com> wrote:

Hi Mike and Kathryn,

I am deeply saddened by the dismantling of LaS. It was my dream trip, as I understand it was your dream venture as well. I hope you will succeed in something great like it soon.

My \$500 initial credit card deposit was refunded. My additional \$4500 was made by e/virtual check. How do I obtain a refund for that?

Best wishes,
Jim Cremer

EXHIBIT 13

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Mike Pettersson Top contributor

I as founder and Managing Director of Life at Sea Cruises will be happy to share with anyone what is going on. I on May 3rd demanded critical answers from Miray, they refused to answer my questions on where money will be kept, status of FMC bond, verified ports, escrow balances. Miray kept us from accessing Gemini engine room and lied to all of us about the status of the Gemini. The Gemini is completely unseaworthy, cannot get USPH certified, and will never be able to complete a world cruise. I decided to refund everyone their credit card deposits 3 weeks ago and pushed the payment date to June 30 until I can better understand what Miray plans. Miray told me to not ask questions and just collect money they hired me to do. Feel free to reach out to me for complete email trails. Also call the Federal Maritime Commission at (202) 523-5725 to file a complaint.

Like Reply 42m



EXHIBIT 14

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From: Kendra L. HOLMES <kholmes@mirayint.com>
Sent: Wednesday, June 7, 2023 7:43 AM
To: Alberto E. Lugo-Janer, Esq. <alugo-janer@pcc.law>; Tee Persad <tpersad@pcc.law>
Cc: Vedat UGURLU <vedat@mirayint.com>
Subject: 4952-2 FW: Is this true?

Hi Alberto,

Just received this from one of our guests that have booked with us. Looks like Mike is still trying to actively sabotage us from behind the scenes.

Warm Regards,



Kendra HOLMES
CEO

☎ GSM : +1 407 920 7554
☎ +90 850 480 90 95

🌐 www.miraycruises.com
www.lifeatseacruises.com
www.mirayint.com
www.mirayistanbul.com

Sail to your dreams with
MIRAY CRUISES...

From: Gary Macdonald <garycmac@outlook.com>
Date: Wednesday, June 7, 2023 at 2:30 PM

To: Kendra L. HOLMES <kholmes@mirayint.com>

Subject: Fwd: Is this true?

FYI

Gary

Sent from my iPhone

Begin forwarded message:

From: Mikael Petterson <mikepetterson@yahoo.com>

Date: June 7, 2023 at 5:16:35 AM CST

To: Gary Macdonald <Garycmac@outlook.com>

Subject: Re: Is this true?

Hello Gary,

I'm just curious, did Miray refund you yet? I know they are trying to salvage things, its turning into a disaster I feared it would turn out to be.

Let me know if I can be of assistance

Mike

Sent from my iPhone

On May 21, 2023, at 7:31 PM, Gary Macdonald <garycmac@outlook.com> wrote:

Thank you Mike. Is there any chance this is salvageable? I haven't read all of the communications with Kendra posted on fb yet, but she sounds like she's trying to make it work?

Gary

Sent from my iPhone

On May 21, 2023, at 5:25 PM, Mikael Petterson <mikepetterson@yahoo.com> wrote:

Gary, you need to call Kendra at +1 (407) 920-7554 and demand ALL your money back or threaten to call the Federal Maritime Commission. My heart is completely broken for everyone who supported us and even sold their houses.

Sent from my iPhone

On May 21, 2023, at 6:45 PM,
Gary Macdonald
<garycmac@outlook.com> wrote:

Just read online that the cruise is in trouble/cancelled. I recently sent a payment of more than 60000 for the first 25%. What should I do about this?

Gary
Sent from my iPhone

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EXHIBIT 15

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<  **Life at Sea 3 Year Cruise! (private group for potential passengers)** ...

Bob Meyer · 5h · 

I just spoke to Kendra at Miray Cruises for twenty minutes. She says that Miray still plans on having this cruise, same dates, same itinerary, same pricing. She says that there was a blow up between the ownership and the sales team (Mike, Irina, Kathy...) and that there will soon be a new sales team. And, there may be a new ship. So, who does one believe? Kendra seems genuine, and said that she is currently on the Gemini. It was 2:30 a.m. there and she was doing "damage control."

27 comments

 Like  Comment  Send

  3

All comments ▾



Mike Pettersson

Top contributor

Kendra doesnt even know how to open an escrow account, far less execute a project like this

5h Like Reply



Roger Martin

Top contributor

Mike Pettersson what's going on Mike. Two weeks ago you assured me everything was fine and you could answer any questions I had. Now this?

Rules



Write a comment...



Home



Watch



Marketplace



Feeds



Notifications



Menu

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EXHIBIT 16

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James's post



...
...
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Most recent ▾



Life at Sea Cruises

This was Mike's project, Mike's dream. Mike has been working on this for 5 years! Kendra delusional into thinking they can steal our dream and make it their own. You cannot rip the heart out and expect the body to continue functioning.

10 hrs Like Reply 1



Brenda Guzman-Villar

Well the only one I have always heard of is Mike, so I will go ahead and side with him. I do believe he wanted this to work. Plus, there are plenty of kinks to get right on a never done before cruise like this. If they sail, Id rather wait and see if there will be a next time and then hop on that one.

10 hrs Like Reply 5



Roger Martin Brenda Guzman-...

Rules



Write a comment...



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13:02

77%



Replies



...members noted above.

10 hrs Like Reply 3



Life at Sea Cruises

Joe Rhodes Kara Youssef
They took all our access
because they we not happy we
moved the deposit to June
30th. We were protecting our
customers. The irony is you
DON'T know her as we are the
face of the company and she
decided to take it over, rip the
rug from under us, and try to
keep running it without us. Its a
stolen project.

10 hrs Like Reply



Bob Meyer

Kara Youssef I spoke to
Kendra at Miray and she said
that if we want our deposit
back to email her and she will
make that happen. But, she
also asked to give them a few
days to clarify everything to
everyone, I will sleep on it and
wait for some more
communication.

7 hrs Like Reply 1

10:38

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EXHIBIT 17

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18:47



OFFICIAL Life at Sea...



Life at Sea Cruises



Admin 18 h · 📧

It is with great sadness we announce the dismantle of Life at Sea Crusies.

I as founder, creator, and Managing Director of Life at Sea Cruises will share with everyone what is going on. I on May 3rd demanded critical answers from Miray, they refused to answer my questions on where money will be kept, status of FMC bond, verified ports, escrow balances. Miray kept us from accessing Gemini engine room and lied to all of us about the status of the Gemini. The Gemini is completely unseaworthy, cannot get USPH certified, and will never be able to complete a world cruise. I decided to refund everyone their credit card deposits 3 weeks ago and pushed the payment date to June 30 until I can better understand what Miray plans. Miray told me to not ask questions and just collect money they hired me to do. Feel free to reach out to me for complete email trails. Also call the Federal Maritime Commission at (202) 523-5725 to file a complaint.

My personal email is



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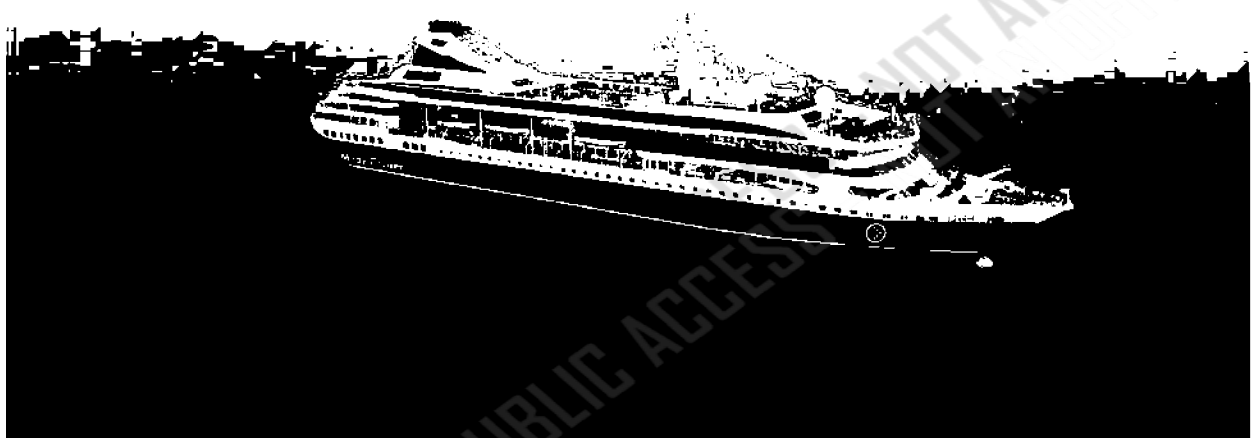
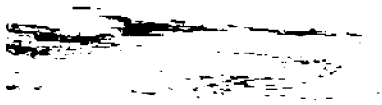
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Three-year cruise in crisis amid concerns about its ship and refund demands

By Tamara Hardingham-Gill, CNN

Published 10:47 AM EDT, Thu May 25, 2023



The "world's first – and only three year cruise" was scheduled to begin on MV Gemini, pictured in a rendered image, in November.

Life at Sea Cruises

CNN —

When Life at Sea Cruises announced the upcoming launch of its 130,000-mile voyage it was billed as the "world's first – and only three year cruise."

Demand for cabins was said to be "unprecedented," with some travel enthusiasts apparently selling their homes in preparation for the trip of a lifetime.

But just a few months after Life at Sea Cruises, a subsidiary of Miray Cruises, opened bookings for the cruise onboard the MV Gemini, the journey, scheduled to sail from Istanbul on November 1, appears to be in crisis, and customers are already requesting refunds.

The entire team at Life at Sea Cruises, which was set up specifically for the project, has parted ways with Miray Cruises after an apparent breakdown in communication over the suitability of the ship.

Cruising ahead?



Life at Sea Cruises

Mike Petterson, the now former managing director for Life at Sea Cruises confirmed to CNN Travel on Wednesday that he and the rest of the founding team have “stepped away” from the project.

While there has been speculation that the cruise was to be called off, Kendra Holmes, director of business development and commercial operations at Miray International, insisted that this was not the case during a webinar held by the Miray Executive Team on Wednesday evening.

“This cruise is not canceled,” Holmes said. “We are moving ahead. It is departing November 1 as planned. So I just want to make sure to clear that up right now. We are not canceling this.”

However, it’s still unclear whether the voyage will go ahead on board MV Gemini, or a different ship.

“Currently the name of the ship is Gemini,” Holmes added, before explaining that she was not able to discuss a new ship at present.

“I wish that we didn’t have these kind of situations,” said Fuat G., hotel director at Miray Cruises. “We are moving forward. Whatever we have to do to finish that project. And [we will] go to a second, third, fourth and fifth ship. Whatever it is.”

CNN has contacted Miray Cruises for further comment.

A press release announcing the project back in March stated that the MV Gemini would be “overhauled” for the voyage.

But according to Irina Strembitsky, former director of sales and marketing of Life at Sea Cruises, the ship, which has capacity for up to 1,074 passengers, was deemed “unseaworthy” by an engineer, who also expressed doubt that it would be able to complete a three-year journey.

Maritime tracking website [Marine Traffic](#) this week showed the Gemini plying the waters of the Mediterranean, calling in to port on the Greek island of Rhodes before sailing on to Çeşme in Turkey.

After apparently discussing the possibility of the voyage taking place on a separate ship at the price originally offered to customers, Strembitsky says that relations between the Life at Sea Cruises team and Miray Cruises ultimately broke down, and things came to a head shortly before further payments were due to be taken.

Concerned customers

Understandably, news of the uncertainty in relation to the cruise has been particularly worrying for those who’ve already put deposits down on some of the 400 cabins advertised.

“I know a lot of you have concerns,” Holmes told passengers during the webinar. “So we are trying to do everything we can to help eliminate those concerns.”

Retired high school teacher Sharon Lane, from California, booked a 130-square-foot cabin and had planned to sell “95% of her possessions” before setting off.

However, Lane says that regardless of how things turn out, she will not be going on the journey, which was due to visit 135 countries and seven continents.

“Life at Sea says the trip is canceled. Miray says it’s still a go, but without the entire Life at Sea management team,” she told CNN via email on Tuesday.

“I don’t really care who is right or wrong. I’m allergic to chaos. Going was a huge calculated risk to begin with. Now, it’s far too risky for my liking.”

When reservations opened, room prices ranged from around \$30,000 per year, including a discount for solo travelers, to \$109,999 per person for a balcony suite.

“It’s very sad,” adds Lane. “I was all in. It will take me some time to undo what I have already set in place, but at least I’m not one of those who has already sold a house and all of my belongings. My heart aches for them.”

Refund demands



A number of customers who've put down deposits on some of the cabins onboard have been requesting refunds.
Life at Sea Cruises

During Wednesday's webinar, Holmes said that she and the team at Miray Cruises were currently working on a Google form specifically for the "many" customers who have been requesting refunds.

"I know the events of late have created a lot of hesitation, and I understand that," she said, stressing that it would likely take around five to seven days for refunds to be processed.

One customer, who asked not to be named, told CNN shortly before the webinar that they remained hopeful that the trip would go ahead and were awaiting further developments before making any decisions.

"Some people have made arrangements to do this," adds Strembitsky, who says that she's currently working on another cruising concept and still hopes to "deliver the dream" that she and her team spent years working on in some way.

"So people are hoping somehow it happens. A lot of people are in limbo."

CNN's Francesca Street and Marnie Hunter contributed to this story.

EXHIBIT 19

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Three-year cruise in crisis amid concerns about its ship and refund demands

By Tamara Hardingham-Gill, CNN

Updated 8:00 AM EDT, Fri May 26, 2023

The "world's first – and only – three-year cruise" was scheduled to begin on MV Gemini, pictured in a rendered image, in November.

(CNN) — When Life at Sea Cruises announced the upcoming launch of its 130,000-mile voyage it was billed as the "world's first – and only – three-year cruise."

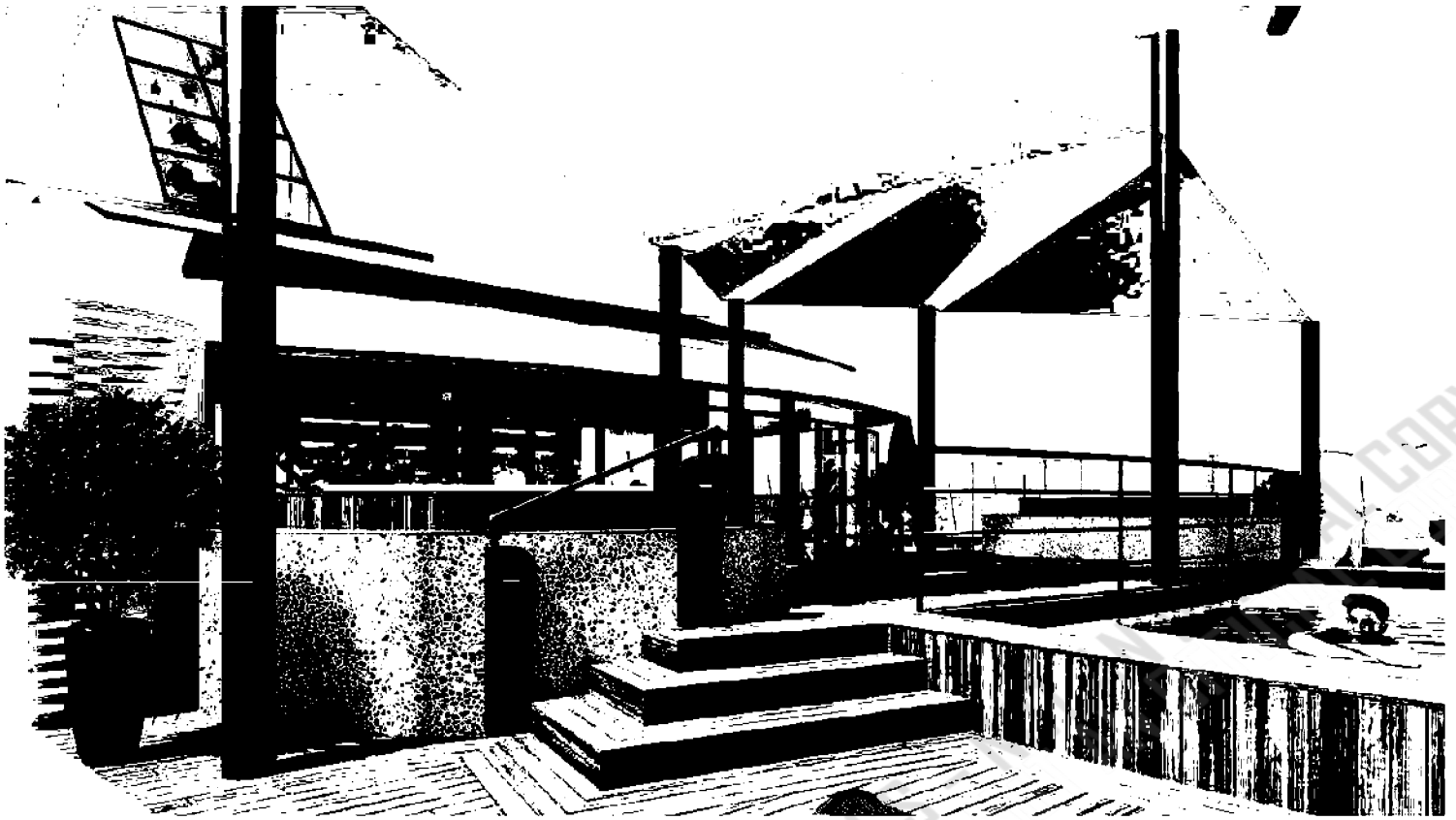
Demand for cabins was said to be "unprecedented," with some travel enthusiasts apparently selling their homes in preparation for the trip of a lifetime.

But just a few months after Life at Sea Cruises, a subsidiary of Miray Cruises, opened bookings for the voyage onboard the MV Gemini, the journey, scheduled to sail from Istanbul on November 1, appears to be in crisis, and customers are already requesting refunds.

The entire team at Life at Sea Cruises, which was set up specifically for the project, has parted ways with Miray Cruises after an apparent breakdown in communication over the suitability of the ship.

Cruising ahead?

RELATED



A rendering of the MV Gemini. At present, it's unclear whether the cruise will go ahead onboard the vessel, or a different ship.

Mike Petterson, the now former managing director for Life at Sea Cruises, confirmed to CNN Travel on Wednesday that he and the rest of the founding team have “stepped away” from the project.

While there has been speculation that the cruise was to be called off, Kendra Holmes, director of business development and commercial operations at Miray International, insisted that this was not the case during a webinar held by the Miray Executive Team on Wednesday evening.

“This cruise is not canceled,” Holmes said. “We are moving ahead. It is departing November 1 as planned. So I just want to make sure to clear that up right now. We are not canceling this.”

RELATED ARTICLE 21 essentials you should add to your summer cruise vacation packing list, according to experts

However, it's still unclear whether the voyage will go ahead on board MV Gemini, or a different ship.

“Currently the name of the ship is Gemini,” Holmes added, before explaining that she was not able to discuss a new ship at present.

“I wish that we didn't have these kind of situations,” said Fuat G., hotel director at Miray Cruises. “We are moving forward. Whatever we have to do to finish that project. And [we will] go to a second, third, fourth and fifth ship. Whatever it is.”

In an email to CNN Travel, Holmes confirmed they are unable to release any details of the potential new vessel due to confidentiality of the contract, “which is standard in the cruise industry.”

"We anticipate sharing even more information with cruisers in the coming weeks, however when we do release the information, we will not be able to state what the vessel's current name is or which company it was purchased from," she said.

However, she said the customers would be told the gross tonnage of the vessel and how many cabins there are.

"Due to confidentiality requirements of the agreement, we would be prevented from stating the previous name of the vessel and the company it was purchased from. We will also be releasing updated deck plans, cabin dimensions and public space information."

A press release announcing the project back in March stated that the MV Gemini would be "overhauled" for the voyage.

But according to Irina Strembitsky, former director of sales and marketing of Life at Sea Cruises, the ship, which has capacity for up to 1,074 passengers, was deemed "unseaworthy" by an engineer, who also expressed doubt that it would be able to complete a three-year journey.

In the email to CNN Travel, Holmes disputed those claims.

"Unseaworthy is a very specific term that relates to the safety of a vessel (that a vessel has enough lifeboats / LSA's, decks that are skid proof, among other requirements to ensure its safety)," she said in the email.

"With that said, every cruise ship must have a Passenger Ship Safety Certificate issued by the class society that the ship belongs to, evidencing that the vessel complies with the requirements of SOLAS 1974 in order to be able to sail with passengers. Gemini has this certificate, and it will be renewed again at the end of July 2023."

Holmes added that without this certificate, among other required regulatory certificates, a passenger vessel cannot get clearance to depart from any port in the world.

"This certificate was last renewed in November of 2022 and Gemini has been sailing with passengers since March 2023 in the Aegean Sea," she said.

Maritime tracking website [Marine Traffic](#) this week showed the Gemini plying the waters of the Mediterranean, calling in to port on the Greek island of Rhodes before sailing on to Çeşme in Turkey.

After apparently discussing the possibility of the voyage taking place on a separate ship at the price originally offered to customers, Strembitsky says that relations between the Life at Sea Cruises team and Miray Cruises ultimately broke down, and things came to a head shortly before further payments were due to be taken.

Concerned customers

Understandably, news of the uncertainty in relation to the cruise has been particularly worrying for those who've already put deposits down on some of the 400 cabins advertised.

"I know a lot of you have concerns," Holmes told passengers during the webinar. "So we are trying to do everything we can to help eliminate those concerns."

Holmes told CNN they have been hosting two webinars a day at different times to accommodate current and potential guests.

"We want them to understand that Life at Sea is and always has been, Life at Sea by Miray Cruises and we

have an entire team that has been working behind the scenes to make this trip a reality for everyone who wants to go,” she said.

“We are now the front-facing team and we are humbled that our current and potential guests have given us an opportunity to learn more about who we are, our passion for this project, and most importantly, our honesty.”

Retired high school teacher Sharon Lane, from California, booked a 130-square-foot cabin and had planned to sell “95% of her possessions” before setting off.

However, Lane says that regardless of how things turn out, she will not be going on the journey, which was due to visit 135 countries and seven continents.

RELATED ARTICLE [Disney World is closing its Star Wars: Galactic Starcruiser in September](#)

“Life at Sea says the trip is canceled. Miray says it’s still a go, but without the entire Life at Sea management team,” she told CNN via email on Tuesday.

“I don’t really care who is right or wrong. I’m allergic to chaos. Going was a huge calculated risk to begin with. Now, it’s far too risky for my liking.”

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“It’s very sad,” adds Lane. “I was all in. It will take me some time to undo what I have already set in place, but at least I’m not one of those who has already sold a house and all of my belongings. My heart aches for them.”

Refund demands



A number of customers who've put down deposits on some of the cabins onboard have been requesting refunds.

Holmes told CNN Travel the voyage is currently just over 50% booked, and they've refunded reservation fees for less than 10 cruisers to date.

During Wednesday's webinar, she said that she and the team at Miray Cruises were currently working on a Google form specifically for the "many" customers who have been requesting refunds.

"I know the events of late have created a lot of hesitation, and I understand that," she said, stressing that it would likely take around five to seven days for refunds to be processed.

RELATED ARTICLE She met her long lost cousin on a cruise ship

One customer, who asked not to be named, told CNN shortly before the webinar that they remained hopeful that the trip would go ahead and were awaiting further developments before making any decisions.

"Some people have made arrangements to do this," added Strembitsky, who says that she's currently working on another cruising concept and still hopes to "deliver the dream" that she and her team spent years working on in some way.

"So people are hoping somehow it happens. A lot of people are in limbo."

This story has been updated with comments from Kendra Holmes, director of business development and commercial operations at Miray International.

CNN's Francesca Street, Marnie Hunter and Karla Cripps contributed to this story.

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Mikael Petterson's job update



Mikael Petterson · 1st

Cruise Executive

14m

Congratulate Mikael for being promoted to Founder at Life at Sea Cruises



1



Like

Comment



Congrats Mikael

Wishing you the best



Addie Kahrs, Susan Clary Zayas and 1 other connection follow **UnitedHealthcare**



UnitedHealthcare

278,656 followers

Promoted

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<  **LaS Founders Page & Community Information** ...

Indy Steve · 1h · 



Mike Pettersson

Oh we are here enjoying the show. The FMC bond requirement of \$32m for customer protection is now no longer required as there will be no passengers EMBARKING in US territory. No performance guarantee, no bond, no escrow, no transparency, just "Trust Us". The lack of USPH requirement, coast guard inspection are just bonuses. As if anyone is dumb enough to buy the story about embarking 40 miles away in Freeport, ferrying passengers from Miami is somehow going to save 1-2 days for Machu Picchu. It's hilarious how gullible they think the residents are. We are busy on our next project, Villa Vie Residences, our original plan which make the residents the majority stakeholders and creators of the project itself. With total transparency and integrity, we will make the dream come true stronger, better than anything else on the market today.

Stay tuned explorers 

1h · Like · Reply

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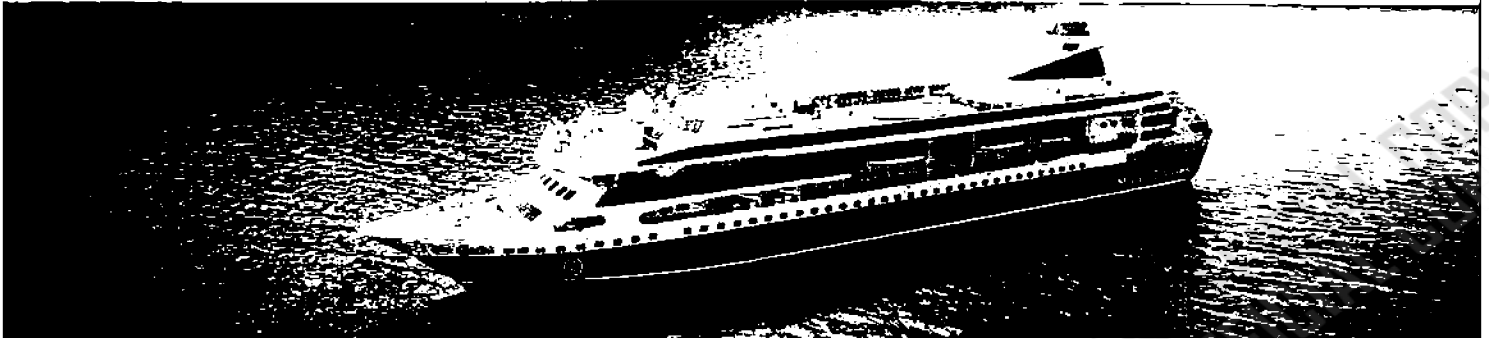


Menu

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Life at Sea 3 Year Cruise! (private group for potential passengers)

Private group · 1.0K members

It's grow.

About Discussion

About this group

This is a private group for passengers and people considering passage on the first ever 3 year round-the-world cruise with Life at Sea / Miray Cruises.

- Private**
Only members can see who's in the group and what they post.
- Visible**
Anyone can find this group.
- History**
Group created on March 9, 2023. Name last changed on March 9, 2023. [See more](#)

Members · 1.0K

facebook

- **No new posts today**
63 in the last month
- **1,032 total members**
No new members in the last week
- **Created 15 weeks ago**

Group rules from the admins

1 **Be kind and courteous** ■

We're all in this together so let's treat everyone with respect. Healthy debates are natural, but kindness is required.

2 **Respect everyone's privacy** ■

Being part of this group requires mutual trust. Authentic, expressive discussions make groups great, but may also be sensitive and private. What's shared in the group should stay in the group.

3 **No promotions or spam** ■

Give more than you take in this group. Self-benefiting promotion of other products, services, cruises, etc. will not be permitted.

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**Mike Pettersson**

Top contributor · 40m ·

Hello World Travelers!

I am very excited to announce that the founders of Life at Sea Cruises (16 of 17 of us) are having our first webinar tomorrow June 22nd at 6pm EST with our new project Villa Vie Residences.

Some of the many highlights include;

- Pay as you go, with deposits of only 10%
- Totally Free Friends & Family visits
- Majority Resident Owned
- Up to 50% Single traveler discount
- Start with any segment and customize your Ultimate World Cruise
- Free Select Shore Excursions
- Fastest and most Reliable Streaming internet at sea
- Escrow utilization and Performance Bonded

Link to sign up for the Webinar:

https://us06web.zoom.us/webinar/register/7516862504495/WN_GQR9ks4UT3a_q5nuCSPPAw

Send questions you would like us to cover in the webinar to mike@villavieresidences.com and I will try to answer as many of them as possible in as little time as possible

Website is <https://villavieresidences.com/>

We also have a Facebook group

<https://www.facebook.com/groups/villavie> which will provide a fresh start for sharing within the community.

I can't wait to share with everyone what we have



Some of the many highlights include;

- Pay as you go, with deposits of only 10%
- Totally Free Friends & Family visits
- Majority Resident Owned
- Up to 50% Single traveler discount
- Start with any segment and customize your Ultimate World Cruise
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Website is <https://villavieresidences.com/>

We also have a Facebook group

<https://www.facebook.com/groups/villavie> which will provide a fresh start for sharing within the community.

I can't wait to share with everyone what we have been working on for the last month and our way forward to create the dream we always envisioned when we took on this beautiful project. Below is a picture of Lac Roses in Senegal, one of my absolute favorite places we will visit on our never ending journey. Join us tomorrow for more information!

EXHIBIT 24

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From: Kathryn V <kathrynv17@gmail.com>
Date: June 21, 2023 at 7:44:22 PM EDT
To: kathy@villavieresidences.com
Subject: Announcement: New World Cruise Venture!

Greetings Friends & Adventurers!

We are writing to inform you of important developments regarding our new venture and online community that will greatly enhance our collective experience.

As you may be aware, my team and I have stepped away from the Life at Sea Cruises Project.

As we promptly adjust our sails, we have delved into my other business models I had created over the years and swiftly began developing a new business plan that puts focus around the residents and the community to build a vision together. We learned a tremendous amount over the last 6 months from speaking to thousands of prospective residents and I think we have come up with something very special.

We're excited to announce the launch of **Villa Vie Residences!**

Villa Vie will be the first perpetual world cruise, where you can book as little as 40 days and up to 5 years at a time. With features such as:

- Pay As You Go, and pay for only the segments you choose
- Totally Free Friends & Family
- Majority Resident Owned
- Up to 50% Single traveler discount
- Inclusive Insurance plans
- Free Select Shore Excursions
- Fastest and most Reliable Streaming Internet

And many more exciting enhancements!

Villa Vie will be the first ever ESG rated cruise. ESG is meant to set standard practices in order to positively impact the environment, society, and governance bodies:

- Environmental issues may include corporate climate policies, energy use, waste, pollution, and treatment of animals.
- Social aspects look at the company's relationships with internal and external stakeholders – such as promoting ethical and social conscious themes including diversity and community-focus.
- Governance standards ensure a company uses accurate and transparent accounting methods, pursues integrity and is accountable to shareholders.

Plus, we will be FMC Bonded along with Escrow for full transparency and consumer protection!

Additionally, you can be part of the Founders Club with an exclusive opportunity to shape the course of our journey. You will have a say in crucial decisions like ship selection, itinerary and onboard amenities. Depending on your level in the Founders Club, your voting rights and a variety of benefits will amplify your experience and generate substantial earnings!

To learn more about our amazing perpetual cruise, sign up for our Webinar for **TOMORROW June 22nd at 6pm:**

https://us06web.zoom.us/j/751.../WN_GQR9ks4UT3a_q5nuCSPPAw

Also, please visit our website www.VillaVieResidences.com and sign up at the bottom of the page "Your Journey Starts Here!" - This will keep you informed of all our news and updates!

We have a new Facebook page: www.facebook.com/VillaVieResidences and group <https://www.facebook.com/groups/villavie> which will provide a fresh start for sharing within the community.

If you'd like to email us, please feel free to do so at info@villavieresidences.com for questions and more information!

Looking forward to seeing you all at our first webinar!

Sea La Vie! TM

Mike and Villa Vie Team!

—
Kathy Villalba
Director of Cruise Operations
Founding Member | Villa Vie Residences
Email: info@villavieresidences.com Website: VillaVieResidences.com