

**IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT  
IN AND FOR BAY COUNTY, FLORIDA**

**In re:**

**BOOKIT OPERATING, L.L.C.,**

**Assignor,**

**to**

**Case No.: 2022 CA 000130**

**MARK C. HEALY,**

**Assignee.**

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**NOTICE OF SALE OF CERTAIN ASSETS OF THE ASSIGNOR  
TO PROPOSED BUYER NEXTTRIP, LLC**

ALL CREDITORS AND OTHER INTERESTED PARTIES, PLEASE TAKE NOTICE THAT Mark C. Healy (the “Assignee”), by and through his undersigned attorneys, pursuant to section 727.108(1) and 727.111(4), Florida Statutes, gives notice that he intends to sell certain assets of the estate outside the ordinary course of business via private sale as set forth herein below (the “Notice”). In support of his Notice, the Assignee states:

**PLEASE TAKE NOTICE that, pursuant to s. 727.111(4), Florida Statutes, the Assignee may sell assets of the estate outside the ordinary course of business as set forth herein and the Court may consider these actions without further notice or hearing unless a party in interest files an objection within 21 days from the date this paper is served. If you object to the relief requested in this Notice of Sale, you must file your objection with the Clerk of the Court at 300 E. 4<sup>th</sup> Street, Panama City, Florida 32401, and serve a copy on the Assignee’s attorney, Jodi Daniel Dubose, at 41 N. Jefferson Street, Suite 111, Pensacola, FL 32502, [jdubose@srbp.com](mailto:jdubose@srbp.com), and any other appropriate person on or before Tuesday, April 12, 2022.**

**If you file and serve an objection within the time permitted, the Court shall conduct a separately noticed hearing on the Notice of Sale. If you do not file an objection within the time permitted, the Assignee and the Court will presume that you do not oppose the granting of the relief requested in the paper.**

## BACKGROUND

1. On February 7, 2022, this Assignment for the Benefit of Creditors under Chapter 727 of the Florida Statutes was commenced following the assignment by Bookit Operating, L.L.C. (the “**Assignor**”) to the Assignee and the Assignee’s filing of a Petition with this Court.

2. The Assignor’s assets have been assigned to the Assignee and the Assignee has been conferred certain statutory duties and powers under Chapter 727.

3. The Assignor previously provided travel, personal, and leisure services. Through such services, it became indebted to a significant number of individuals and entities, both domestic and abroad.

## NOTICE OF ASSET SALE

4. The Assignee hereby gives notice of his intent to sell certain of the assets of the Assignor through private sale, consisting of those assets (the “**Sale Assets**”) described in that certain Purchase Agreement dated March 18, 2022 (the “**Purchase Agreement**”) from NextTrip, LLC (the “**Buyer**”) for a cash price of \$600,000.00. A true and correct copy of the Purchase Agreement is attached hereto and incorporated herein as **Exhibit A**.

5. The Assets are being sold free and clear of any known liens, of which there are none, but without any guarantees or warranties regarding their merchantability or fitness for any particular purpose, and all such guarantees and warranties are hereby expressly disclaimed.

## LEGAL BASIS FOR SALE

6. Section 727.108(1) of the Florida Statutes, which delineates the duties of an assignee, provides that the assignee shall “[c]ollect and reduce to money the assets of the estate, whether by suit in any court of competent jurisdiction or by public or private sale[.]” § 727.108, Fla.Stat. (2022).

7. This proposed sale will reduce to money the assets of the estate by private sale, as directed and/or permitted by the foregoing statute.

8. The Assignee has determined that the sale of the Sale Assets as contemplated by this Notice is in the best interest of the estate for the following reasons:

a. The Assignee has determined that the purchase price offered by the Buyer is the highest and best offer for the Sale Assets;

b. The Buyer is currently paying the costs incurred by the Assignee to retain the Assignor's employees in order to preserve the assets of the estate, including the Sale Assets, and if the proposed sale is not approved, the Assignee will not have sufficient resources to maintain the assets of the estate as a going concern, which will result in a significant loss in the value the assets of the estate.

c. The sale of the Sale Assets will provide net proceeds to the estate; and

d. The Assignee has received no other expressions of interest for the Sale Assets.

9. The Buyer has no affiliation with the Assignee. The parties have acted in good faith and the terms of the purchase of the Sale Assets were negotiated in an arms' length transaction.

10. For all the reasons set forth above, the sale of the Sale Assets to the Buyer as set forth herein is reasonable under the circumstances, is within its best business judgment, and is in the best interests of the estate.

11. Section 727.111(4) of the Florida Statutes, which provides the acceptable standards for notice in an assignment for the benefit of creditors, provides that the assignee shall "give the assignor and all creditors at least 21 days' notice by mail of a proposed sale of assets of

the estate other than in the ordinary course of business” in the form set forth herein above. § 727.111, Fla. Stat. “ Objection to the proposed action must be filed and served upon the assignee and the assignee’s attorney, if any, within 21 days after service of the notice. . . . If no objections are timely filed and served, the assignee may take such action as described in the notice without further order of the court or may obtain an order approving the action without further notice or hearing. If an objection is filed, the court shall hold a hearing on the objection.” *Id.*

12. The Assignee hereby provides notice to all creditors of this proposed sale of the Sale Assets, as directed by the foregoing statute.

13. Any objections to proposed sale of the Sale Assets must be filed with the Circuit Court and served upon the Assignee and the Assignee’s attorney **on or before April 12, 2022**.

14. If no objections are timely and properly filed with the Court and served upon the Assignee and his counsel, the Assignee requests the Court enter an Order authorizing the sale contemplated herein. The Assignee will execute and deliver all documents (both before and after the Closing) and to take all appropriate actions necessary to evidence and consummate the closing on the sale of the Sale Assets to the Buyer and the transactions contemplated thereby.

15. All objections which are filed and served in accordance with the foregoing pursuant to Fla. Stat. §727.111(4) will be set for hearing by separate notice.

DATED: March 22, 2022.

/s/ Jodi Daniel Dubose  
JODI DANIEL DUBOSE  
Fla. Bar. No.: 52651  
Stichter, Riedel, Blain & Postler, P.A.  
41 N. Jefferson Street, Suite 111  
Pensacola, FL 32502  
[jdubose@srbp.com](mailto:jdubose@srbp.com)  
*Attorneys for Mark Healy as Assignee*

TGS Esports, Inc.

4211 No 3 Road  
Richmond, BC Canada V6X 2C3

March 11, 2022

Bookit Operating, LLC  
Attention: Mark Healy, Assignee

Re: **Purchase Agreement for Purchase Agreement Assets of Bookit Operating, LLC**

Dear Mr. Healy:

This Purchase Agreement offer (the “**Purchase Agreement**”) sets forth the primary terms and conditions for an agreement between NextTrip, LLC, a Florida limited liability company, or its designee (collectively, “**Buyer**”), and Mark Healy as assignee of Bookit Operating, LLC (the “**Seller**”), pursuant to which Buyer intends to acquire certain of the assets of the Seller (the “**Transaction**”). Each of the foregoing parties shall be referred to separately herein as a “**Party**” and together as the “**Parties**”.

This Purchase Agreement sets forth certain terms and conditions relating to the proposed Transaction, as follows:

**A. Material Transaction Terms.**

1. **Asset Purchase.** Buyer shall purchase from Seller, and Seller agrees to sell, transfer, convey and deliver to Buyer, all of the right, title and interest in and to certain of the underlying assets of the Seller, for the consideration specified below.

1.1 **Purchased Assets.** Buyer agrees to purchase from the Seller, and the Seller agrees to sell, transfer, convey and deliver to Buyer, all of the Seller’s right, title and interest in and the Seller’s booking engine, customer lists, inclusion of all current content associated to hotel and destination product in the booking engine (pictures, hotel descriptions, restaurant descriptions, room descriptions, amenity descriptions, and destination information.) and assets related thereto, all as will be more specifically set forth in an expanded purchase agreement (the “**Purchased Assets**”), but excluding the Excluded Assets (as defined in Section 1.2 below). The Purchased Assets shall include, without limitation, the following: (i) all permits and licenses of the Seller related to the Purchased Assets, to the extent transferrable under applicable law; (ii) any other contracts and other agreements of the Seller related to the Purchased Assets that Buyer determines, in Buyer’s sole discretion, to assume as a result of Buyer’s due diligence (the “**Assumed Contracts**”); and (iii) all goodwill, if any, of the Seller related to the Purchased Assets.

(a) Buyer agrees to remove all customer data from customer list for residents of the state of California and/or residents located outside the United States of America.

Buyer agrees to provide customers on customer list the option to opt-out from the customer list. Buyer and Seller will execute a data protection and removal agreement at the time of closing.

1.2 **Excluded Assets.** Notwithstanding anything to the contrary contained in Section 1.1 or elsewhere in this Purchase Agreement, all assets that are not included in the Purchased Assets shall remain the property of the Seller after the Closing Date (as defined below) (collectively, the “**Excluded Assets**”), including, without limitation, the following: (i) all rights of the Seller under this Purchase Agreement, the Purchase Agreement (defined below) and any agreements ancillary to the Transaction; (ii) any and all contracts and other agreements of the Seller not included in the Assumed Contracts; (iii) all cash, cash equivalents, prepaid deposits; (iv) the Seller's URL (bookit.com), all of Seller's trademarks and use rights (including relating to "BookIt") and other intellectual property and (v) any documents or contracts primarily related to any Excluded Assets.

2. **Liabilities.** The Purchased Assets shall be sold free and clear of any known liens, claims or encumbrances. Seller warrants that he is not aware of any asserted liens or specific claims against the Purchased Assets. The parties anticipate that the Transaction will be approved by the Court overseeing the Seller's pending assignment proceedings, the Circuit Court in and for Bay County, Florida (the “Court”), as part of the pending Assignment for the Benefit of Creditors action. Buyer will not assume or have any responsibility whatsoever with respect to any obligation or liability of the Seller or any related claims, whether asserted prior to or following the Closing (as defined below), and whether or not arising out of or relating to the Purchased Assets, all of which obligations and claims shall be retained by and be the sole responsibility of the Seller, and Seller shall be responsible for all tax obligations and liabilities of any nature arising in connection with or related to the Seller and/or the Purchased Assets prior to the Closing Date, except for post-Closing payment or performance obligations arising under the Assumed Contracts, if any (collectively, the “**Assumed Liabilities**”).

3. **Purchase Price.** The purchase price for the Transaction shall be Six-Hundred Thousand Dollars (\$600,000) (the “**Purchase Price**”), payable at Closing. The proposed Purchase Price assumes all expenses incurred by the Seller in connection with the proposed Transaction would be borne by the Seller and all expenses incurred by the Purchaser in connection with the proposed Transaction would be borne by the Purchaser.

4. **Private Sale.** Buyer's offer is conditioned upon Seller seeking Court approval of the Transaction as a private sale to Buyer without conducting a competitive bidding process and/or holding an auction of the Purchased Assets

5. **Closing.** Buyer and Seller will close (the “**Closing**”) the Transaction within ten days of Court approval or such other date as shall be mutually agreed upon by Buyer and Seller (the “**Closing Date**”).

6. **Deposit.** The Buyer shall be fully committed to close the Transaction without any ability to determine not to close the Transaction (other than based on a failure to satisfy the conditions to closing in Section 7 below). In order to secure its obligation to Close the Transaction, Buyer shall, within ten (10) days of acceptance of this Purchase Agreement by Seller, provide Seller with a non-refundable deposit of \$30,000.00. Such deposit shall either be

applied to the Purchase Price at Closing or forfeited to Seller in the event that Buyer fails to close the Transaction other than based on the failure to satisfy the closing conditions below.

7. **Conditions to Closing.** Conditions to Closing will include, without limitation:

7.1 Any required consent to the Transaction shall have been obtained.

7.2 Buyer and its counsel shall be reasonably satisfied that there are no undisclosed encumbrances relating to the Purchased Assets, or of satisfactory arrangements for the satisfaction, termination, and discharge of any such encumbrances prior to the Closing.

7.3 Buyer shall have the use of the Seller's servers for no less than 90 days after the Closing.

7.4 The Court shall have entered a satisfactory order approving the Transaction within 90 days of the execution of this Purchase Agreement.

B. **Binding Provisions.** Upon execution by the Parties of this Purchase Agreement or counterparts hereof, the provisions of this Article B (collectively, the “**Binding Provisions**”), shall constitute the legally binding and enforceable agreement of the Parties hereto, in recognition of the significant costs to be borne by the Parties in pursuing this proposed Transaction and further in consideration of the Parties respective mutual undertakings as to the matters described herein.

8. **Confidentiality.**

8.1 Except as and to the extent required by law, neither Party will disclose or use, and will direct its respective officers, directors, employees, representatives (including any financial or other advisers) and agents, or any affiliate thereof (each, a “**Representative**”), not to disclose or use any Confidential Information (as defined below) with respect to the other Party furnished, or to be furnished, by either Party or their respective Representatives to the other Party or its Representatives at any time or in any manner other than as may be agreed to by the disclosing Party. For purposes of the Purchase Agreement, “**Confidential Information**” means any information about a Party unless: (a) such information becomes publicly available through no fault of the receiving Party or its Representatives; (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the Reverse Acquisition; or (c) the furnishing or use of such information is required by, or necessary in connection with, legal proceedings. Upon the written request of a disclosing Party, the receiving Party will promptly return or destroy any Confidential Information in its possession with respect to the disclosing Party and certify in writing to the disclosing Party that it has done so. Notwithstanding the foregoing, the Seller shall disclose the Transaction in connection with a motion to approve the Transaction or such other requirements of an Assignment for the Benefit of Creditors and Buyer shall disclose the Transaction when and if required by federal securities laws.

9. **Access to Information.** Commencing upon Seller’s acceptance of this Purchase Agreement, Seller shall, upon reasonable notice and during normal business hours, give Buyer

and its representatives and agents access to any properties, books and records related to the Purchased Assets and shall furnish all such information and documents relating thereto, which pertain to this Purchase Agreement, as Buyer may reasonably request for the purpose of conducting its financial and other due diligence review. Notwithstanding the foregoing, (a) Seller shall not be required to share (i) any document or information subject to attorney-client privilege or prohibited to be shared by contractual obligation until after the parties have entered into the Purchase Agreement, or (ii) any document or information prohibited to be shared by law until such time as such documents are not prohibited to be shared.,

10. **Exclusive Dealing.** In consideration of the expenses incurred and to be incurred by Buyer in connection with this Purchase Agreement and the activities contemplated hereunder, commencing upon Seller's acceptance of this Purchase Agreement and until April 30, 2022, Seller shall (i) not sell, transfer, convey, pledge or encumber or offer for sale the capital stock of the Seller or any of the assets of the Seller to any party other than Buyer, (ii) not enter into any negotiations with any person or entities for such sale, (iii) suspend all negotiations for such sale with any other persons or entities, (iv) not take any action to solicit, initiate or encourage any Transaction Proposal, (as defined below) and (v) not disclose any information relating to the Seller or afford access to the properties, books or records of the Seller to any person that may be considering making, or has made, any Transaction Proposal. Seller will promptly notify Buyer after receipt of any Transaction Proposal or any request for information relating to the Seller by any person that may be considering making, or has made, a Transaction Proposal, and will immediately communicate to Buyer in reasonable detail the terms and conditions of any such Transaction Proposal as well as the identity of the person or entity making such Transaction Proposal and will immediately furnish Buyer with copies of any such written Transaction Proposal. The term "**Transaction Proposal**" as used herein means any offer or proposal for, or any indication of interest in, a merger or other business combination involving the Seller or the acquisition of any equity interest in, or a substantial portion of the shares of the Seller or the assets of the Seller other than the Transaction.

11. **Conduct of Seller.** Upon Seller's acceptance of this Purchase Agreement, Seller shall maintain the assets of the business of the Seller only in accordance with past standard practices of Seller.

12. **Consents.** The Parties shall cooperate with each other and proceed, as promptly as is reasonably practicable, to seek to obtain all necessary consents and approvals from governmental authorities, lenders, landlords and other third parties, and to endeavor to comply with all other legal or contractual requirements for or preconditions to the execution and consummation of the Purchase Agreement.

13. **Generally Accepted Accounting Principles.** Except as will be fully disclosed by Seller during due diligence and set forth in the Purchase Agreement, the terms set forth in this Purchase Agreement are based on the assumption that the Seller's balance sheet, income and cash flow statements have been prepared in accordance with generally accepted accounting principles consistently applied and fairly represent the Seller's financial condition and operations at that time.



14. **Costs.** Buyer and Seller hereby agree that whether or not the Purchase Agreement outlined in this Purchase Agreement is ever executed, each Party shall pay its own respective fees and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Purchase Agreement and the Purchase Agreement and any other documents or instruments contemplated by this Purchase Agreement including without limitation, fees and expenses of legal counsel, accountants, investment bankers, brokers or finders, printers, copiers, consultants or other representatives for the services used, hired or connected with the proposed Transaction.

15. **Taxes.** All sales, use and similar taxes relating to the Transaction shall be the obligation of and payable by Seller.

16. **Tax, Accounting and Legal Matters.** Seller acknowledge and agree that although the Parties may discuss tax, accounting or legal issues, neither Buyer nor its affiliates or representatives have or will provide tax, accounting or legal advice regarding any aspect of the Seller's organization, operations or the proposed Transaction. Seller understand and agree that they may retain tax, accounting and legal advisors to advise them on the tax, accounting and legal consequences of the proposed Transaction.

17. **Publicity.** Without prior written consent from the other Parties, and except as required to obtain Court approval of this Purchase Agreement, Seller, Buyer and each Party's respective representatives (including, without limitation, officers, directors, employees, shareholders, partners, members, agents, financial advisors, consultants, attorneys, accountants or other advisors) will not disclose to any person (except to the extent otherwise required by applicable law) the terms of this Purchase Agreement, the fact that any discussions or negotiations are taking place between Seller and Buyer or the existence of this Purchase Agreement. The term "person" as used in this Purchase Agreement proposal will be interpreted broadly to include the media and any corporation, company, group, partnership or other entity or individual.

18. **No Other Agreements.** This Purchase Agreement sets forth the Parties' understanding as of this date, and there are no other written or oral agreements or understandings among the Parties. This Purchase Agreement may only be amended by a writing executed by all of the Parties to this Purchase Agreement at the time of such amendment.

19. **Assignment.** Neither this Purchase Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party hereto, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Parties hereto; *provided, however,* that Buyer may assign its rights hereunder to an affiliate. Subject to the foregoing sentence, this Purchase Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

20. **Termination.**

20.1 This Purchase Agreement shall terminate upon the earlier of: (i) the mutual written agreement of the Parties hereto; (or (ii) the Parties' entry into an expanded Asset Purchase Agreement in replacement hereof; *provided, however,* that no Party may terminate this

Purchase Agreement pursuant to this Section 14.1(iii) if the failure of such Party to fulfill any of its obligations or conditions hereunder shall be the reason that the Closing shall not have occurred on or prior to such date.

20.2 Upon termination of this Purchase Agreement, the Parties shall have no further obligations hereunder; provided, however, that the termination of the Binding Provisions shall not affect the liability of a Party for breach of any of the Binding Provisions prior to the termination, and Sections 12, 13, 14, 15, 16, and 17 of the shall survive the termination of this Purchase Agreement.

21. **Counterparts.** This Purchase Agreement may be executed in several counterparts all of which together shall constitute one and the same instrument with the same force and effect as though each of the Parties had executed the same document.

22. **Governing Law.** This Purchase Agreement is made and shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida, without regard to the conflict of laws principles thereof as the same apply to agreements executed solely by residents of Florida and wholly to be performed within Florida.

23. **Venue; Submission to Jurisdiction.** Each of the Parties submits to the jurisdiction of the Court in any action or proceeding arising out of or relating to this Purchase Agreement, agrees that all claims in respect of the action or proceeding may be heard and determined in such Court, and agrees not to bring any action or proceeding arising out of or relating to this Purchase Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto.

*[Remainder of Page Intentionally Left Blank]*

If this Purchase Agreement accurately reflects our understanding of the terms and conditions relating to the proposed Transaction, please so indicate by signing and returning a copy of this Purchase Agreement to me.

Very truly yours,

**Buyer TGS Esports, Inc.**

DocuSigned by:  
  
C28F1A8ACB424EB...  
**Spiro Khouri, CEO**  
3/18/2022

This Purchase Agreement accurately reflects our understanding of the terms and conditions relating to the proposed Transaction.

**SELLER:**

**MARK HEALY AS ASSIGNEE FOR THE  
BENEFIT OF CREDITORS OF BOOKIT  
OPERATING, LLC**

By: Mark Healy  
Name: Mark Healy  
Its: Assignee