

**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.

**ASSIGNEE'S MOTION TO EMPLOY MOECKER REALTY INC.
D/B/A MOECKER BROKERS AS REAL ESTATE BROKER**

Mark C. Healy (“**Assignee**”), as Assignee for the benefit of creditors of Bookit Operating, L.L.C. (“**Assignor**”), by and through his undersigned counsel and in accordance with s. 727.108(7), Fla. Stat., moves for the entry of an order authorizing the Assignee to employ Moecker Realty, Inc. d/b/a Moecker Brokers (“**Moecker Brokers**”) as its real estate broker in this proceeding, for the purpose of marketing and selling real property owned by the Assignor. In support, the Assignee states the following:

1. On February 3, 2022, the Assignor executed an Assignment for the Benefit of Creditors (the “**Assignment**”) in favor of Assignee, whereby the Assignor assigned all of its assets to Assignee to be liquidated for the benefit of creditors. The Assignee accepted the Assignment on February 4, 2022, and thereafter filed a Petition of Assignment for the Benefit of Creditors with this Court. Such Petition initiated an Assignment for the Benefit of Creditors proceeding and created an Assignment Estate (the “**Estate**”) under Chapter 727, Fla. Stat.

2. Section 727.108(7), Fla. Stat., requires that an Assignee “[t]o the extent necessary, employ at the expense of the estate one or more appraisal, auctioneers, accountants, attorneys, or other professional persons, to assist the Assignee carrying out his or her duties under this chapter.”

3. As set forth in the schedules to the Assignment, the Estate owns real property located at 4508 Magnolia Beach Road in Panama City, Florida (the “**Property**”). Said Property is titled in the name “ReservationSystem.com, Inc.,” which is a predecessor in interest to the Assignor.

4. Assignee seeks authority to employ Moecker Brokers, a real estate brokerage company that is licensed to sell real property in Florida, to assist the Assignee in marketing the Property pursuant to exclusive commercial listing agreements, true and correct copies of which are attached as Exhibit A (together, the “**Listing Agreements**”).

5. Assignee is a principal of Moecker Brokers.

6. Assignee selected Moecker Brokers as his real estate broker because the firm has had considerable experience in matters of this nature, particularly sales of real estate in the context of an assignment for benefit of creditors proceeding. The Assignee believes that Moecker Brokers is well qualified to assist him in presenting a robust marketing plan and facilitating a sale of the Property.

7. The professional services Moecker Brokers is expected to render include, among other things:

- a. Inspect the Property and accumulate relevant sales information pertaining to the Property.
- b. Use Moecker Broker's concentrated best efforts to bring about a sale of the Property to a qualified Purchaser.
- c. Advertise the Property for sale as Moecker Brokers deems advisable in local newspapers or other forms of advertising media.
- d. Furnish such additional information as may be requested from time to time by other real estate brokers and assist cooperating brokers in closing a sale of the Property when requested to do so.
- e. Conduct a live auction at the Property, if necessary, to facilitate a sale of same.

8. The Assignee proposes to compensate Moecker Brokers for its services as a percentage of a sale of the Property, which is the standard method of compensation for such brokerage services. Specifically, Moecker Brokers shall be compensated as follows:

- a. A total fee of 6% of the purchase price shall be paid to the listing Broker at closing.
- b. If the sale/auction is also procured by another real estate Broker/broker (i.e., there is a co-broker), a total fee of 6% of the purchase price shall be split 3% to the listing Broker and 3% to the co-broker.
- c. If the sale is an auction sale, there shall be an additional fee of 5% of the purchase price or \$10,000, whichever is greater, which shall be paid directly to the auction platform company at closing but which is ultimately paid by the buyer through a Buyer's premium that is added to the successful bid amount. The Buyer Premium is added onto the successful bid amount to calculate the total purchase amount due at closing.

9. The Assignee will pay Moecker Brokers from the sale proceeds of a closing of the sale of the Property pursuant to the terms of the Listing Agreements and consistent with s. 727.111(4), Fla. Stat.

10. The Assignee believes that the terms proposed herein are commercially reasonable and in the best interest of the Estate.

11. Pursuant to the terms of the Court's Order dated April 25, 2022, the Assignee will post this Motion, including Exhibit A, on the official website of these proceedings at www.bookitassignment.com, and will serve a copy of the same on the Assignor, the Assignor's counsel, all secured creditors, and any interested party who has filed a notice of appearance or a request to receive notices in this proceeding.

WHEREFORE, the Assignee requests that the Court enter an order authorizing the employment of Moecker Brokers pursuant to the Listing Agreements, compensation of the same pursuant thereto, and such other and further relief as the Court deems just and proper.

Submitted this 5th day of June, 2023.

/s/ Jodi D. Dubose

Jodi D. Dubose (FBN 52651)
Stichter, Riedel, Blain & Postler, P.A.
41 N. Jefferson Street - Suite 111
Pensacola, Florida 32502
Telephone: (850) 637-1836
Email: jdubose@srbp.com
Attorneys for Assignee Mark C. Healy

COMMERCIAL LISTING AGREEMENT

EXCLUSIVE RIGHT OF SALE

Date: May 3, 2023

1. In consideration of the agreement of Moecker Realty Inc. d/b/a Moecker Brokers ("Broker") to use its best efforts to secure a Purchaser for the property described below, and your further agreement to cooperate with other real estate brokers, the undersigned Seller, **Mark C. Healy as Assignee of RESERVATIONSYSTEM.COM INC.** ("Seller") hereby gives Broker for a period of 12 months from this date (the "Effective Date") the exclusive right and authority to sell the Property pursuant to the following price and terms, or at any other price and terms acceptable to Seller:

List Price: \$330,000 Reserve Price at Auction

Terms: Cash

Property/Legal Address: 4508 Magnolia Beach Rd., Panama City, FL 32408 - Bay County Parcel Control # 31235-010-000

Taxes, insurance, and rents shall be prorated between the Seller and Purchaser at the date of closing. Mortgages which encumber and improvement liens filed against the Property are to be paid by Seller. This exclusive right and authority of Broker shall expire at midnight on May 2, 2024.

2. In the event Broker procures a Purchaser for the Property that is ready, willing and able to close on terms agreed to by Seller in writing, Seller agrees to deliver to the Purchaser upon satisfaction of all closing conditions, a good and sufficient special warranty deed, free and clear of all liens and encumbrances except those encumbrances of record which do not render title unmarketable and those which the Purchaser assumes as part of the purchase price.
3. Seller agrees to compensate Broker for finding a Purchaser for the above Property as follows:

Seller agrees to pay Broker a professional service fee in the event of a sale.

The professional service fee shall be paid as follows: **(IF NOT COMPLETED, THEN SHALL NOT APPLY.)**

- a. A total fee of 6% of the purchase price shall be paid to the listing Broker at closing.
- b. If a sale/auction that is procured by another real estate Broker/broker (co-broker): A total fee of 6% of the purchase price shall be split: 3% to the listing Broker and 3% to the co-broker.
- c. If an auction sale: An additional fee of 5% of the purchase price or \$10,000, whichever is greater, shall be paid directly to the auction platform company at closing, but is paid by the Buyer through a Buyer's premium that is added to the Winning Bid Amount.

No Fee shall be due or payable to Broker prior to closing and funding of the purchase of the Property pursuant to this Agreement.

During the term of this Agreement, Seller shall pay the professional service fee to Broker whether the Purchaser is procured by Seller or Broker, or by any other person, for a price and terms acceptable to Seller. Seller shall pay the professional service fee to Broker if the Property is sold, conveyed, or otherwise transferred within 180 days after the termination of this Agreement or any extension thereof to anyone with whom Broker has had negotiations prior to the final termination of this Agreement, provided Seller has received notice in writing from Broker, including the name of each such prospective Purchaser, before or upon termination of this Agreement or any extension hereof and Seller has not listed the Property with another Florida licensed real estate broker.

4. In consideration of the exclusive right and authority herein granted by Seller, the Broker agrees as follows:
 - A. To inspect the Property and to accumulate relevant sales information pertaining to the Property.
 - B. To use Broker's concentrated best efforts in bringing about a sale of the Property to a qualified Purchaser.
 - C. To advertise the Property for sale as Broker deems advisable in local newspapers or other forms of advertising media.
 - D. To furnish at all times such additional information that may be requested by any other real estate broker and to assist cooperating brokers in closing a sale of the Property when requested to do so.
 - E. Conduct a live auction via an online auction platform.
5. In consideration of the covenants and agreements contained herein, Seller agrees to refer to Broker all inquiries of any brokers or other interested parties in the Property.
6. Seller authorizes Broker to accept, receipt for and hold all money paid or tendered as a deposit for the purchase or lease of the Property. If such deposit is forfeited or is otherwise not returned to the prospective Purchaser or lessee, Broker may retain the lesser of one-half of such deposit, or the total amount of the professional service fee provided for herein, as compensation for its efforts hereunder.
7. Seller warrants and represents to Broker that it is the Seller of the Property and Seller has full power and authority to enter into this Agreement.
8. Seller understands that this Agreement does not guarantee the sale of the Property, but that it does ensure that Broker will make an earnest and continued effort to sell or lease same until this Agreement has expired or is terminated.
9. Seller acknowledges that Seller shall have responsibility for the care, custody and maintenance of the Property at all times during the term of this Agreement. Seller shall indemnify Broker against, and hold Broker harmless from, any and all claims, demands, causes of action, debts, liabilities, judgments, charges and expenses (including, without limitation, costs and reasonable attorneys' fees incurred in connection with enforcement of this indemnity) arising out of injuries or damages to persons or property, by reason of any causes whatsoever (other than the gross negligence or willful and intentional misconduct and/or fraud of Broker or Broker's employees) if such liability or expense is incurred while Broker or Broker's employees are acting pursuant to this Agreement or at Seller's direction or with Seller's express approval.
10. Seller acknowledges that under the 1968 Fair Housing Act, the Seller has the responsibility to sell the Property to a qualified Purchaser regardless of race, color, creed, sex or national origin.
11. All notices to be given pursuant to this Agreement shall be in writing and signed by the party giving notice. Notices shall be deemed given within 3 days after deposited in the United States Mail, postage prepaid, registered or certified, with return receipt requested or when delivered, if sent by courier (including an overnight courier) to the following addresses:

To Broker: Moecker Brokers
Will Reynoso, Broker
1883 Marina Mile Blvd. Suite 106
Fort Lauderdale, FL 33315


To Seller: RESERVATIONSYSTEM.COM INC.
C/O Michael Moecker & Assoc.
Mark C. Healy, Assignee
841 Prudential Drive
Jacksonville, FL 32207
12. This Agreement is not assignable or transferable by Broker without the prior written consent of Seller.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

14. This Agreement is the result of a full negotiation between the Broker and Seller and is to be fairly construed and applied to each party.
15. Broker is not and shall never be liable to any creditor of Seller or to any claimant against the Seller. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between Seller and Broker, it being the intention of the parties that the only relationship hereunder is that of an independent contractor.
16. For the purpose of this Agreement, the word "sale," or "purchase," and/or their derivatives shall be deemed to be interchangeable with respective to the transaction contemplated in Section 3, Paragraphs A thru D and Section 4, Paragraphs A thru E.
17. If any provision of this Agreement, or the application thereof, shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.
18. No consent or waiver, express or implied, by either Seller or Broker of any breach or default by the other in the performance of their respective obligations under the terms of this Agreement shall be deemed or construed to be a consent or waiver of any breach or default in the performance by the other party of the same breach or default at a later date or to any other obligation of such party under this Agreement.
19. In connection with any litigation arising out of this Agreement, the prevailing party, whether Seller or Broker, shall be entitled to recover all costs incurred, including reasonable attorneys' fees rendered in connection with such litigation, including all appellate and post judgment proceedings.
20. Seller acknowledges and agrees that Broker shall have a lien on the proceeds of any sale or lease of the Property for the amount of any professional service fee due hereunder. Broker may proceed in law or in equity, as appropriate, to enforce such lien. Seller and Broker shall inform any settlement Broker charged with the closing of the sale or lease of the Property of the provisions of this Agreement.
21. Seller hereby authorizes Broker to erect signage on the Property to the extent legally permissible during the term of this Agreement and to remove other "For Sale" signs therefrom. Upon the earlier of the sale of the Property or the termination of this Agreement, Broker shall remove such signage from the Property. If Broker fails to do so Seller may do so at Broker's expense and Seller shall have no liability to Broker for doing so.
22. This Agreement contains all the agreements and understandings between the parties hereto, whether oral or written, and any modification or amendment hereto must be in writing, signed by both Seller and Broker.
23. No expenses incurred by Broker shall be reimbursed by Seller unless incurred pursuant to a specific marketing plan approved by Seller in writing and then only if the Property is not sold by Broker and Seller does not extend this Agreement upon expiration of its initial term.

[Signatures follow on next page.]

In acknowledgement of the foregoing, this Agreement has been executed by Seller and Broker as of the Effective Date set forth above.

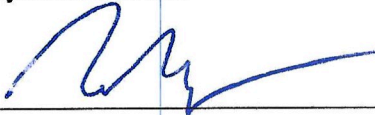
BROKER:
Moecker Brokers

By  _____

Name: Will Reynoso

Title: Broker

Seller:
Reservationsystems.com Inc.

By:  _____

Name: Mark C. Healy

Title: Assignee



THIS AUCTION MARKETING AGREEMENT, together with (i) Crexi Customer Terms of Service made available at <https://www.crexi.com/tos>; and (ii) Crexi Privacy Policy, available at <http://www.crexi.com/privacy> collectively referred to as ("Agreement") is made and entered into by and between the Property Owner Mark C. Healy as Assignee of Reservation System.com Inc. (the "Customer"), and Commercial Real Estate Exchange, Inc. ("Crexi"). The effective date ("Effective Date") of this Agreement shall be the last date that this Agreement is executed either by Customer or Crexi.

1. DETAILS

1.1 Term of Agreement. This Agreement is in full force and effect as of the Effective Date and shall continue for a period of three (3) months. If, during the Term or the Tail Period set forth in section 1.2, a purchase contract for the Property is entered, then Customer will provide Crexi with a copy of the executed purchase agreement affecting such sale. Crexi agrees to keep all terms regarding such purchase agreement confidential.

1.2 Tail Period. During the ninety (90) days following the termination of this Agreement (the "Tail Period"), all the provisions of this Agreement will remain in full force and effect as if the Tail Period was part of the Term. In the event Customer enters into any agreement regarding the sale or purchase of the Property within the Tail Period to a buyer that appears on Crexi's marketing reports, Crexi shall be entitled to the Transaction Fee.

2. FEES

2.1 Condition of Sale. Crexi shall be entitled to the Transaction Fee if a purchase contract for the Property is entered into during the Term of this Agreement as defined in Section 1.

2.2 Transaction Fee. For all properties sold under the terms of this Agreement, a Transaction Fee will be added to the bidder's winning bid amount to equal the total purchase price payable by the buyer. For each property sold, 5% (five percent) of the winning bid amount or \$20,000.00 (twenty thousand dollars and zero cents), whichever is greater, will be paid at closing. Crexi will seek the Transaction Fee by providing an invoice/demand to the Escrow/Closing Agent prior to the closing of the transaction.

2.3 Withdrawal Fee. Should Seller withdraw any Asset from a Sale Event, regardless of the reason for which such Asset is being withdrawn from the Sale Event (other than due to a breach of this Agreement by Crexi), then Seller shall be required to pay to Crexi immediately upon tendering notice of such withdrawal, as liquidated damages for such withdrawal, a sum equal to 5% (percent) of the Reserve Price (or if a Reserve Price has not been set for such Asset, then the most recent Broker Price Opinion) for the withdrawn Asset.

3. COMMISSIONS



3.1 Sale Event. Crexi has agreed to allow Seller's Brokers to conduct online sales of the Assets on the Platform (each, a "Sale Event"), utilizing such Platform sale selections as mutually determined by CREXi, the Seller's Brokers and Seller.

3.2 Listing Agent. The Listing Agent must be licensed in the state in which the property is located. If the Listing Agent is not licensed in the property state, a broker licensed in the property state must be appointed and indicated in section (b) below for commission disbursement.

(a) Listing Agent Brokerage Name: Moecker Realty Inc. dba Moecker Brokers
Agent's Name: Wilbert "Will" Reynoso Phone Number: 954-252-2893
Crexi Account Email Address: wreynoso@moecker.com
State of Licensure: FL Real Estate License No: BK3240197

(b) Licensed Agent Brokerage Name:
Agent's Name: Phone Number:
Email Address:
State of Licensure: Real Estate License No:

3.3 Broker Commission. Customer shall provide Crexi with the cooperative commissions offered pursuant to Customer's Listing Agreement with the Listing Agent and/or Licensed Agent. These cooperative broker commission rates shall be advertised on the Platform. Broker commissions available under the Listing Agreement entered by Seller and Listing Agent are as follows:

Table with 4 columns: Item, Description, Rate, and Paid by. Row (a) shows Buyer's Broker Commission at % Paid by Listing Agent. Row (b) shows Buyer's Broker Commission at 2% Paid by Seller.

3.4 Additional Terms.

CREXI is not owed a fee if reserve is not met. CREXi is not owed a fee or commission if Assignee is unable to get approval for the deal or cannot close due to circumstance beyond the Assignee's control.

4. DUE DILIGENCE

4.1 Customer Deliverables. Customer or Listing Agent shall provide a current Offering Memorandum, all third-party reports, PCA, Environmental, Income and Expenses, Purchase and Sale Agreement, and Title policy, if available.



4.2 Title and Escrow

- (a) **Attorney Appointed Escrow and Title Services (if applicable).** Customer shall select an attorney at Customers expense for all properties located in states in which the customary closing entity is an appointed attorney. Customer to provide the selected attorney information below.

Customers appointed attorney to facilitate Escrow services:

Law Firm: _____

Attorney's Name: _____ Phone Number: _____

Email Address: _____

Please advise how title will be handled, check the below accordingly:

Attorney will order title, at Customer's expense

Crexi will order title, in accordance with section (c)

- (b) **Customer Selected Title and Escrow (non-attorney state).** Customer elects to provide title report, property profile report, abstract of title, and/or title policy at Customer's expense and assign Title and Escrow/Closing to:

Title and Escrow Company: US Patriot Title, LLC #W163472

Agent's Name: Erin Sullivan Phone Number: 904-518-5124 Ext. 4

Email Address: erin@uspatriottitle.com

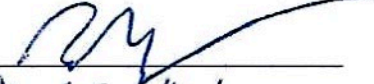
- (c) **Crexi Preferred Title and Escrow.** If a Customer Selected attorney or title and escrow company has not been appointed, Crexi shall order a title report, property profile report, and/or abstract of title from Fidelity National Title Group, the Crexi preferred provider. In the event Customer, Seller and/or Buyer does not utilize the services of Fidelity National Title Group for both title and escrow services, or if the property is sold during the Term of this Agreement, all fees incurred by Fidelity National Title Group up to and including the date of contract execution shall be due and payable by Customer to Fidelity National Title Group immediately.



IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth as the Effective Date.

COMMERCIALREAL ESTATE EXCHANGE, INC.

Signature: _____
Name: Eli Randel
Title: COO
Date: _____

Customer	<u>Mark C. Healy as Assignee of Reservation System.com Inc.</u>
Signature	
Name:	<u>Mark C. Healy</u>
Title:	<u>Assignee</u>
Email:	<u>Mhealy@Moecker.com</u>
Phone:	<u>904-210-7023</u>
Date:	<u>6/2/23</u>
Signature	_____
Name:	_____
Title:	_____
Email:	_____
Phone:	_____
Date:	_____



Schedule I

Asset Information

1. Property Address.

Street: 4508 Magnolia Beach Rd.

City: Panama State: FL Zip: 32408

Property Name: Magnolia Beach Rd. Vacant Land

2. Property Owner (Legal Entity together with Affiliates).

Reservation System.com Inc.

3. Reserve Price (Seller's Agreement to accept the highest bid in auction equal to or exceeding the Reserve Price): \$ 330,000