

02-25-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 223.04 Far & Wide Travel Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/11/03

2. Name and address of receiving party(ies)

Name: BMIT, L.L.C. Internal Address: c/o Pacific NorthWest Law Group Street Address: POB 86 - 8201 164th Avenue NE City: Redmond State: WA Zip: 98073-0086

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Washington Limited Liability Co.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 2272404 B. Trademark Registration No.(s) 2272404 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Robert O. Sailer Internal Address: Pacific NorthWest Law Group Post Office Box 86 Street Address: 8201 164th Avenue NE City: Redmond State: WA Zip: 98073-0086

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: FEB 23 AM 7:41 OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature: Robert O. Sailer Signature: [Handwritten Signature] Date: 2/19/04

02/24/2004 DBYRNE 00000002 2272404 01 FC:0521

Total number of pages including cover sheet, attachments, and document: 48

40.00 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT OF REGISTRATIONS

WHEREAS, Far & Wide Travel Corporation., ("Assignor") with an address of 80 S.W. 8th Street, Ste 2601, Miami, FL 33103, has adopted, used and is using the mark referenced in 'Schedule A' attached hereto, which is registered in the United States Patent and Trademark Office;

WHEREAS BMIT L.L.C., ("Assignee") with an address of c/o Pacific NorthWest Law Group, 8201 164th Avenue NE, Post Office Box 86, Redmond, WA, 98073, is desirous of acquiring said mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as shown on Exhibit 'A', attached hereto and incorporated by reference, more concisely itemized as follows:

1. Court Order - dated November 24, 2003, Approving Sale of Assets of Brian Moore International Tours, in the United States Bankruptcy Court in the Southern District of Florida, Miami Division,
- Case No. 03-40415-BKC-RAM Chapter 11 Proceedings, Jointly - Administered with Case Nos. 03-40416, 03-40417, 03-40418, 03-40419, 03-40420 -BKC-RAM;
2. Asset Purchase Agreement - dated December 11, 2003, transferring, conveying, assigning and delivering from assignor to assignee all marks referenced in this Assignment.
3. Bill of Sale - dated December 11, 2003, therein appointing Assignee (Buyer) true and lawful attorney of Assignor (Seller).


Assignor, has hereby assigned to Assignee all right, title and interest in and to the said marks, together with the good will of the business symbolized by the marks, and the above identified registrations thereof.

Assignor has also constituted and appointed Assignee the true and lawful attorney of assignor, with full power of substitution, in Assignor's name and stead as shown on Exhibit 'B', (Bill of Sale) attached hereto and incorporated by reference.

Dated this 19 day of FEBRUARY, 2004.

BMIT, L.L.C.

By:


Robert O. Sailer, Registered Agent

SCHEDULE A

<u>Marks</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Reg. Date</u>
BRIAN MOORE	2272404	75/565168	August 24, 1999

Assignor: Far and Wide Travel Corporation
Address: 80 S.W. 8th Street, Ste 2601
Miami, FL 33103

Assignee: BMIT, L.L.C.
Address: c/o Pacific NorthWest Law Group
8201 164th Avenue, NE
Post Office Box 86
Redmond, WA 98073

SCHEDULE 'A'

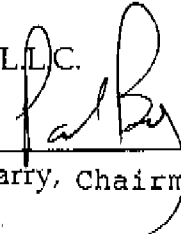
POWER OF ATTORNEY

The undersigned herein appoints below referenced, Robert O. Sailer, of Pacific NorthWest Law Group, an attorney licensed by the State of Washington, to transact all business in the United States Patent and Trademark Office in connection therein.

Pacific NorthWest Law Group
Robert O. Sailer
Post Office Box 86
Redmond, WA 98073-0086
(425) 867-0512
(425) 883-4616 (Fax)
bob@pnwlg.com (email)

Dated this 19th of February, 2004

BMIT, L.L.C.



Paul Barry, Chairman

#1

DRS

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:

FAR & WIDE CORPORATION, *et al.*,

Debtors.

Case No. 03-40415-BKC-RAM
Chapter 11 Proceedings
Jointly Administered with:
Case No. 03-40416-BKC-RAM
Case No. 03-40417-BKC-RAM
Case No. 03-40418-BKC-RAM
Case No. 03-40419-BKC-RAM
Case No. 03-40420-BKC-RAM

**ORDER APPROVING SALE OF ASSETS OF
BRIAN MOORE INTERNATIONAL TOURS**

This matter came before the Court upon the Debtors'¹ Motion For Order Approving Interim Operating Agreement; Auction and Bid Procedures Including Shortening of Notice Periods of Rule 2002(A)(2); Form and Manner of Notice of Sale of Assets Free and Clear of Liens, Claims and Encumbrances, Subject to Higher and Better Offers; and Approving Assumption and Assignment of Certain Executory Contracts and Leases in Connection With Such Sale (the "Sale Motion"), filed on or about October 23, 2003, and this Court's Order Allowing Debtors' Motion For Order Approving Interim Operating Agreement; (B) Establishing Auction And Bid Procedures And Approving Form And Manner Of Notice; And (C) Scheduling An Auction And Hearing Date To Consider Final Approval Of Sale - Brian Moore International Tours dated November 3, 2003 (the "Procedures Order"). The Sale Motion and the Procedures Order relate to the Debtors' proposed sale of the operating assets of Brian Moore International

¹ The Debtors are: Far & Wide Corporation, Far & Wide Travel Corporation, African Travel, Inc., Adventure Centers, Inc., Travel Media Services, Inc. and Far & Wide International, Inc.

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Tours ("Tours"), a business unit of the Debtor, Far & Wide Travel Corporation's ("FWT"). The Sale Motion sought and the Procedures Order preliminarily approved a procedure for an out of the ordinary course transaction involving the operation of the business of Tours by Ronan Ryan or his assigns ("Ryan") pursuant to a "Term Sheet for Acquisition of Assets between the Debtors and Ryan (the "Term Sheet") pursuant to 11 U.S.C. § 363(b). The Sale Motion further sought, and the Procedures Order approved, certain bid procedures and bid protections and also approved a form of notice attached to the Procedures Order relating to the proposed sale of the operating assets of Tours (generally, the "Sale") in accordance with the Term Sheet. The Sale Motion further sought, and the Procedures Order preliminarily approved, the Sale of the operating assets of Tours (collectively, and strictly for convenience and not including the assumption or assignment of any executory contracts, the "Assets") to Ryan or the highest bidder at the conclusion of an auction, free and clear of all liens, claims, interests and encumbrances (collectively, "Liens"), pursuant to 11 U.S.C. § 363(f), with such Liens to attach to the proceeds of the Sale. The Sale Motion further sought and the Procedures Order approved various forms of relief related to the bidding procedures and the Sale. No competing bids were received by the deadline of November 12, 2003 or thereafter. There being no need for an auction, Ryan was deemed to have submitted the highest and best bid. As a result the Debtors seek approval of the Sale and all other relief sought and contemplated in the Sale Motion and the Procedures Order.

The Court having considered the Court's file, the relevant pleadings, the witnesses and exhibits presented, if any, and the arguments of counsel and proffers, with opportunities to object, participate, and cross examine, at the several hearings relating to the Sale, having considered the results of the auction and the parties arguments relating to Section 363(f) of the

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Bankruptcy Code, and having considered representations made before this Court; due and proper notice having been afforded and good cause having been shown, the Court

FINDS AND DETERMINES THAT:

- A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N), and (O). Venue in this District is proper under 28 U.S.C. §§ 1408 and 1409;
- B. The statutory and other predicates for the relief sought in the Sale Motion are 11 U.S.C. §§ 105(a) and 363, Federal Rules of Bankruptcy Procedure 2002, 6004 and 6006, and Local Rules 6004-1 and 9013-1;
- C. In accordance with Rules 2002 and 6004, (1) proper, timely, adequate and sufficient notice of the Sale Motion and the Sale have been provided to all parties entitled to such notice and in accordance with applicable law; (2) such notice was good, sufficient and appropriate notice under the particular circumstances of these cases; and (3) no other or further notice is or shall be required in order for the Court to grant the relief provided herein;
- D. Except as may relate in any way to the assumption and assignment of executory contracts, a fair and reasonable opportunity to participate in, object to and be heard regarding the Sale Motion, the Sale and the relief related thereto has been afforded to all interested parties and entities, all qualified bidders as well as to holders of Liens in the Assets in accordance with the Sale Motion, the Federal Rules of Bankruptcy Procedure and the Local Rules;
- E. Particularly in light of the exigent circumstances, the Assets were adequately and sufficiently exposed to the marketplace;
- F. The Debtors have demonstrated (a) a good, sufficient and sound business purpose and justification for the Sale, and (b) compelling justification for the Sale pursuant to 11

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U.S.C. §§ 105(a), and 363(b) prior to, and outside of, a plan of reorganization in light of the nature of the Assets, the Debtors' financial condition and other exigent circumstances;

G. Other prospective purchasers had ample opportunity to seek relevant information from the Debtors and to enter into discussions or negotiations with the Debtors concerning the Sale;

H. Ryan's bid in the amount of \$ 75,000.00 (Seventy Five Thousand Dollars) (the "Purchase Price") constitutes the highest and best offer for the Assets. The Purchase Price and the other terms of the Sale are fair and reasonable and in the best interest of the estates and the creditors, and the Purchase Price constitutes fair and adequate consideration and reasonably equivalent value for the Assets;

I. The Debtors are the sole and lawful owners of the Assets and subject to this Order and the terms of an asset purchase agreement, the Debtors have the right and authority to convey the Assets to Ryan. Ryan does not seek the assumption and assignment of any executory contracts, hence, no executory contracts are being assumed nor assigned hereunder and the rights of all contract parties are preserved with respect to all executory contracts and all rights that the parties may have under § 365;

J. After extensive proffer and opportunity to cross examine, the Court finds and determines that Ryan is a good faith purchaser pursuant to § 363(m) of the Bankruptcy Code, and is acting in good faith in purchasing the Assets and closing the Sale;

K. Ryan's purchase of the Assets does not constitute a de facto merger or consolidation with any or all of the Debtors; Ryan's operation of the Assets will not constitute a mere continuation of any or all of the Debtors' businesses; and the Sale is not being entered into by Ryan for the purpose of avoiding the Debtors' liabilities;

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L. As of the Sale, no common identity of officers, directors, shareholders, members or managers exists among any of the Debtors and Ryan. Ryan is not an "insider" as that term is defined in § 101(31) of the Bankruptcy Code;

M. The Purchase Price was proposed in good faith, from an arm's length bargaining position, without collusion and after extensive negotiations with the Debtors, such that Ryan is entitled to the protections of 11 U.S.C. § 363(m) with respect to the Assets. The Sale is a sale in good faith within the meaning of 11 U.S.C. § 363(m);

N. Ryan has not engaged in collusive bidding and the Purchase Price was not controlled by an agreement among potential bidders as is prohibited under 11 U.S.C. § 363(n);

O. Unless otherwise provided in this Order, the Debtors' Sale of the Assets shall be free and clear of any and all Liens (including but not limited to, security interests, claims, liabilities, equities, exceptions, contracts, options, obligations, charges, rights of third parties (express or implied), restrictions, mortgages, licenses, state, local or payroll taxes and/or interests of any kind, be they asserted or unasserted, known or unknown) pursuant to 11 U.S.C. § 363(f) because one or more of the standards set forth in 11 U.S.C. §§ 363(f)(1)-(5) has been satisfied.

P. The Sale of the Assets is or shall be AS IS, WHERE IS and WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE except as may be agreed to between the Debtors and Ryan and ultimately contained in writing in an asset purchase agreement executed by the parties;

Q. The transfer of the Assets is or will be a legal, valid and effective transfer and/or assignment of those Assets and will vest Ryan with all rights, title and interest of the Debtors in and to those Assets free and clear of any and all Liens; and

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R. The Sale was a duly noticed public sale at open bidding as provided by law under 11 U.S.C. §363 and authorized by this Court pursuant to the Procedures Order.

On the basis of the foregoing FINDINGS, it is ORDERED, ADJUDGED and

DECREED that:

1. The Sale Motion is granted subject to the rights of non-debtor parties with respect to § 365.
2. The Debtors' Sale of the Assets is in the best interests of the Debtors' estates.
3. The Sale and all transactions contemplated in the Sale Motion are approved except that no executory contracts are to be assumed nor assigned hereunder and the rights of all parties are reserved with respect to § 365, and the Debtors are authorized and directed to perform their obligations pursuant thereto and to take all necessary actions to effectuate the Sale and the Debtors are authorized and directed to perform their obligations pursuant thereto and to take all necessary actions to effectuate the Sale.
4. Prior to, at closing, and thereafter, the Debtors shall be authorized to execute and deliver any and all documents of transfer and other agreements, including an asset purchase agreement, which are customarily executed and delivered with respect to transactions of this nature.
5. The rights of non-debtor parties to executory contracts are preserved regarding any rights they may have under § 365 of the Bankruptcy Code or otherwise.
6. The Debtors are authorized, empowered and directed, pursuant to 11 U.S.C. §§ 105(a), 363(b), 363(f), and 363(m) of the Bankruptcy Code, to sell and transfer the Assets, including general intangibles, goodwill, trademarks and tradenames to Ryan pursuant to the terms,

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conditions and procedures set in the Sale Motion, Procedures Order and herein,² free and clear of any and all Liens (including but not limited to, security interests, claims, liabilities, equities, exceptions, contracts, options, obligations, charges, rights of third parties (express or implied), restrictions, mortgages, licenses, state, local or payroll taxes and/or interests of any kind, be they asserted or unasserted, known or unknown), with any and all such Liens to attach only to the proceeds of the Sale with the same priority, validity, force and effect as they now have in or against the Assets. Notwithstanding the foregoing, this Order is entered without prejudice to the Debtors and any party in interest contesting the validity, extent and priority of any Lien on the proceeds derived from the Sale of the Assets, and without prejudice to the rights of any non-debtor parties to an executory contract.

7. The Sale of the Assets is or shall be AS IS, WHERE IS and WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE except as may be agreed to between the Debtors and Ryan and ultimately contained in writing in an asset purchase agreement, which is executed by the parties.

8. The Purchase Price shall be payable by cash, locally drawn certified or cashier's check, or wire transfer.

9. The net proceeds ("Net Proceeds") shall be delivered at closing to Abelco Finance, LLC ("Abelco"), subject in all respects to the remaining terms of this Order, including decretal Paragraph 21 below.

10. All parties and/or entities asserting a Lien against the Assets are hereby permanently enjoined and precluded from: (i) pursuing such Lien against the Assets; (ii) asserting,

² In the event of a conflict or inconsistency, the terms of this Order shall control.

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commencing or continuing in any manner any action or claim against Ryan (or any of its subsidiaries or its affiliates other than the Debtors) or any director, officer, agent, member, manager, representative or employee of Ryan, or any lender to or investor in the foregoing entities (collectively the "Protected Parties") or against any Protected Parties' assets or properties on account of such Liens; (iii) the enforcement, attachment, collection or recovery by any manner or means, of any judgment, award or decree or order against the Protected Parties or any asset or properties of the Protected Parties on account of such Lien; (iv) creating, perfecting or enforcing any Lien of any kind against the Protected Parties, or any properties or assets of the Protected Parties on account of such Lien; (v) asserting any setoff, right of subrogation or recoupment of any kind against any obligations due to the Protected Parties on account of such Lien; and (vi) taking any action, in any manner, in any place whatsoever, effecting the Assets that otherwise does not conform to or comply with the provisions of this Order, the Sale Motion, or the Procedures Order.

11. All entities who are presently, or on the closing date of the Sale, may be, in possession or control of some or all of the Assets are directed to surrender possession and control over such assets to Ryan, in his capacity as both as purchaser and interim operator, immediately, or in any event prior to the closing date.

12. The Court has approved and the Debtors have closed on certain sales of other operating units and operating subsidiaries. Nothing in this Order is intended to nor shall it be construed as authorizing the sale of any asset or assets which were sold or delivered in any previous sales.

13. Ryan is a good faith purchaser entitled to the full protection afforded under 11 U.S.C. § 363(m), and the Sale approved by this Order shall not be subject to avoidance pursuant to 11 U.S.C. § 363(m) unless stayed pending an appeal. A reversal or modification on appeal shall not

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affect the validity of the Sale. Ryan is purchasing in good faith, for fair value within the meaning of § 363(m) of the Bankruptcy Code and is, therefore, entitled to the protection of Section 363(m) of the Bankruptcy Code.

14. Ryan did not engage in collusive bidding or otherwise engage in conduct in violation of 11 U.S.C. 363(n).

15. Ryan's purchase of the Assets does not constitute a de facto merger or consolidation with any or all of the Debtors; Ryan's operation of the Assets will not constitute a mere continuation of any or all of the Debtors' business'; and the Sale is not being entered into by Ryan for the purpose of avoiding the Debtors' liabilities.

16. All of the terms and provisions of the Procedures Order and this Order shall be binding in all respects upon, and shall inure to the benefit of Ryan, the Debtors, the Debtors' estates, and their successors and assigns, including, without limitation, this Order is expressly binding upon any trustee appointed in a Chapter 11 or in chapter 7 if any of the Debtors' cases are converted from Chapter 11, and this Order shall survive the appointment of such a trustee or the conversion of these cases to cases under Chapter 7 of the Bankruptcy Code.

17. The obligations of the Debtors and Ryan hereunder shall not be affected by the confirmation of any plan of reorganization, any discharge received by any of the Debtors, the conversion of any of the Debtors' bankruptcy cases to a case under Chapter 7 of the Bankruptcy Code, or the dismissal of any of the Debtors' bankruptcy cases.

18. Under the exigencies of these cases and in accordance with § 105 of the Bankruptcy Code and Bankruptcy Rule 6004(g), the Court finds that cause exists and directs that the 10 day stay of Bankruptcy Rule 6004(g) shall not apply and that this Order shall be effective and

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enforceable immediately upon entry, and the parties are authorized and directed to close the Sale as soon as practicable.

19. The Sale and assignment of the Assets to Buyer shall be exempt from any and all taxes as and to the extent as may be provided in Sec. 1146 of the Bankruptcy Code.

20. Ryan has waived any rights to require that this Order be final and not subject to appeal as a condition to closing the Sale. The parties are ordered to close the Sale as soon as practicable, without regard to the finality of this Order.

21. Notwithstanding the delivery of the Net Proceeds to Abelco as provided in the preceding paragraph and Paragraph 9 above, the Debtors' rights to assert claims under 11 U.S.C. § 506(c) and Abelco's defenses thereto, are expressly reserved and preserved in all respects. In the event that it is determined by this Court or any court of competent jurisdiction that Abelco is liable for a claim made under § 506(c), Abelco has agreed and the Court so Orders, that Abelco's potential liability is not vitiated by its prior receipt of the Net Proceeds and it has waived any argument that its liability is vitiated by its prior receipt of the funds at issue. In addition, Abelco has agreed and the Court so Orders, that in the event that such liability is determined, Abelco will pay the amount forthwith without forcing the Debtors' or the estate to engage in further litigation or collection actions. In addition, Abelco has agreed and the Court so Orders, that Abelco will similarly pay any U.S. Trustee's fees out of its receipt of the Net Proceeds in accordance with this paragraph, again without the necessity of litigation or collection actions, however, the Debtors shall look first to un-encumbered cash and then to Abelco's cash collateral before requiring payment to the U.S. Trustee's fees under the terms of this paragraph.

22. Ryan is directed to preserve all books and records which it acquires in the Sale or otherwise with respect to the Assets. Ryan shall grant the Debtors, the Official Unsecured

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Creditors Committee, creditors and parties in interest (including any subsequently appointed trustee in the Debtors' cases) access to such books and records on reasonable terms and upon reasonable notice.

23. The Court reserves jurisdiction to enforce the terms of this Order and, without limitation, Ryan's right to absolute ownership of the Assets.

ORDERED in the Southern District of Florida this 24th day of November, 2003.

ROBERT A. MARK

Robert A. Mark
Chief United States Bankruptcy Judge

Copy to: John J. Monaghan, Esq.
John A. Monaghan, Esq., is hereby directed to mail a copy of this Order to all interested parties immediately upon receipt.

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ASSET PURCHASE AGREEMENT

Asset Purchase Agreement dated as of December 11, 2003 between BMIT, LLC, a Washington limited liability company ("Buyer"), and FAR & WIDE TRAVEL CORPORATION, a Delaware corporation ("Seller").

BACKGROUND

Seller has filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") Case No. 03-40417-BKC-RAM which is being jointly administered with the petitions of Seller's parent, Far & Wide Corporation, and certain of Seller's subsidiaries (collectively, the "Bankruptcy Case"), presently pending in the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court").

Brian Moore International Tours (the "Business Unit") is a business unit of Seller.

On October 23, 2003 Buyer and Seller executed a term sheet for an interim operating agreement of the Business Unit and a term sheet for the acquisition of the Business Unit by Buyer (the "Term Sheet").

By order dated October 3, 2003, the Bankruptcy Court ordered that a bid procedure be implemented regarding sale of the assets of the Business Unit.

Seller has determined that it is in Seller's best interest to sell to Buyer, and Buyer desires to purchase from Seller, pursuant to Sections 363 and 365 of the

EXHIBIT A

TRADEMARK
REEL: 002931 FRAME: 0518

Bankruptcy Code, the "Purchased Assets", as defined in this Agreement, on the terms and subject to the conditions set forth in this Agreement.

On November 24, 2003, the Bankruptcy Court entered an order approving the sale of assets of the Business Unit to Buyer (the "Sale Order").

AGREEMENT

The parties agree as follows:

1. Purchase and Sale.

1.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the "Closing" (as defined in Section 5), Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase from Seller, all legal and beneficial interest held by the Seller in the tangible and intangible assets of the Seller used in the operation of the business of the Business Unit set forth on Exhibit 1.1 (collectively the "Purchased Assets") free and clear of any and all liens, encumbrances, security interests, claims, liabilities, equities, exceptions, contracts, options, obligations, charges, rights of third parties (express or implied), restrictions, mortgages, licenses, claims or interests of any kind or nature, including any "interest in property" as that term is used in Section 363 of the Bankruptcy Code ("Liens").

1.2 Excluded Assets. Notwithstanding Section 1.1, there will be excluded from the Purchased Assets and retained by Seller the properties and assets of Seller set forth on Exhibit 1.2 (the "Excluded Assets").

2. Assumption of Contracts/Leases. The Purchased Assets expressly include all of Seller's rights under those contracts and leases of Seller solely with respect to the Business Unit (a) set forth on Exhibit 2 and (b) such additional contracts and leases, if any, which (i) Buyer elects to acquire by notice to Seller through assumption and assignment pursuant to Section 365 at the Bankruptcy Code and (ii) are agreed to by Seller, such agreement not to be unreasonably withheld (collectively (a) and (b), the "Assumed Contracts"). Reasons for which Seller may withhold its agreement to include any contract or lease in the Assumed Contracts pursuant to clause (b) (ii) of the immediately preceding sentence include, without limitation, if (v) such contract or lease relates to any division or operating unit of Seller or its affiliates other than the Business Unit or (w) the inclusion of such contract or lease in the Assumed Contracts would have an adverse effect on the value of other assets of Seller or its affiliates that are not included in the Purchased Assets. Buyer shall be responsible for any cure obligations arising upon assumption and assignment of the Assumed Contracts. Notwithstanding the foregoing, (x) if the amount necessary to cure any default under any contract or lease Buyer elects to assume pursuant to clause (b)(i) above exceeds the amount set forth in Buyer's notice to Seller, then Buyer may rescind its election to assume such contract or lease at any time prior to the entry of a final order of the Bankruptcy Court with respect to the assignment and assumption of such contract or lease, (y) Seller agrees to use its best efforts, without the expenditure of any dollars, to cause the Bankruptcy Court to approve the assignment and assumption of contracts and leases in accordance with

this Section 2, and (z) the failure of the Bankruptcy Court to approve the assignment and assumption of any or all of the Assumed Contracts shall not affect the obligation of the parties to close the remainder of the transactions contemplated by this Agreement in accordance with Section 5.

3. Liabilities.

3.1 Assumption of Liabilities. Upon the terms and subject to conditions of this Agreement, Buyer agrees, effective at the time of Closing, to assume the liabilities listed on Exhibit 3.1 (the "Assumed Liabilities"). The Assumed Liabilities expressly include all of Seller's obligations under those contracts and leases of Seller which are Assumed Contracts.

3.2 Excluded Liabilities. Notwithstanding any provision in this Agreement or any other writing to the contrary, Buyer is assuming only the Assumed Liabilities and is not assuming any liability or obligation of Seller or any affiliate of Seller (or any predecessor owner of all or part of its business and assets) of whatever nature and presently in existence or arising or asserted subsequent to the execution of this Agreement. All such other liabilities and obligations shall be retained by and remain obligations of liabilities of Seller or its affiliates.

4. Purchase Price and Payment.

4.1 Purchase Price. The consideration to be paid by Buyer to Seller for the acquisition of the Purchased Assets by Buyer (the "Purchase Price") shall be (a) \$75,000 (the "Stated Purchase Price").

4.2 Payment of Purchase Price. The Stated Purchase Price shall consist of \$75,000 (the "Cash Consideration"), which shall be paid by Buyer at the Closing in immediately available funds.

5. Closing.

5.1 Time and Place. The closing under this Agreement (the "Closing") shall take place at 10:00 a.m. on December 11, 2003, at the offices of Holland & Knight LLP, 30th floor, 701 Brickell Avenue, Miami, FL 33131, or such other time and/or place as may be agreed to by Buyer and Seller. If all of the conditions set forth in Sections 10 and 11 are not satisfied by such date, subject to extension as provided in this Agreement, Buyer or Seller, as the case may be in connection with the applicable condition, shall have the right, but not the obligation, to postpone the Closing from time to time, but not beyond an additional 10 days in the aggregate. Notwithstanding the foregoing, if the failure to satisfy a condition is a breach of this Agreement, exercise of an option provided in this Section shall not constitute a waiver of such breach or of the right to seek damages for such breach.

5.2 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller:

5.2.1 The Cash Consideration.

5.2.2 [Intentionally omitted.]

5.2.3 [Intentionally omitted.]

5.2.4 [Intentionally omitted.]

5.3 Deliveries by Seller. At the Closing, Seller shall deliver the following to Buyer, any of which may be waived by Buyer in its sole discretion:

5.3.1 A Bill of Sale in the form of Exhibit 5.3.1 executed by Seller.

5.3.2 Possession of the Purchased Assets; provided that for each asset, possession shall be delivered at the location of the asset, with the Buyer being responsible for moving the asset to Buyer's premises.

5.3.3 All books and records used in connection with the Purchased Assets, but only to the extent that such books and records relate solely to the Purchased Assets.

5.3.4 The full and complete assignment of all of Seller's right, title and interest to the "Intellectual Properties" (as defined in Exhibit 1.1).

5.3.5 [Intentionally omitted.]

5.3.6 [Intentionally omitted.]

5.3.7 Such other certificates and instruments reasonably requested by Buyer.

5.4 Sales and Transfer Taxes. Buyer shall be responsible for payment of any sales, recordation, documentary, stamp and/or excise tax imposed or incurred under applicable law in connection with the transactions contemplated by this Agreement, which taxes shall be paid by Buyer at the Closing.

6. Representations and Warranties of Seller. As a material inducement to Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows:

6.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

6.2 Authorization. Pursuant to the Sale Order, Seller has full right, authority, power and capacity to execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by or on behalf of it pursuant to, or as contemplated by this Agreement (collectively, the "Seller Documents") and to carry out the transactions contemplated by this Agreement and such documents. This Agreement and each other Seller Document constitutes, or when executed and delivered will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms, except as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and the Bankruptcy Code.

6.3 Consent. No consent, approval, authorization, permit, order, filing, registration or qualification of or with any court, governmental agency, or third-person is required to be obtained by Seller in connection with the execution and delivery of the Seller Documents or the consummation by the Seller of the transaction contemplated by this Agreement, other than the approval of the Bankruptcy Court to assume and assign the Assumed Contracts under Section 365

of the Bankruptcy Code, or to transfer the Purchased Assets free and clear of liens under Section 363(f) of the Bankruptcy Code.

7. Representations and Warranties of Buyer. As a material inducement to Seller entering into this Agreement, Buyer hereby represents and warrants to Seller as follows:

7.1 Organization. Buyer is a limited liability company duly organized and validly existing under the laws of the State of Washington with full power and authority to conduct its business as it is now conducted and to own, lease and operate its properties and assets.

7.2 Required Action. All actions and proceedings necessary to be taken by or on the part of Buyer in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer. Buyer has full right, authority, power and capacity to execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by or on behalf of it pursuant to, or as contemplated by this Agreement (collectively, the "Buyer Documents") and to carry out the transactions contemplated by this Agreement and such documents. This Agreement and each other Buyer Document constitutes, or when executed and delivered will constitute, the legal, valid and binding obligations of Buyer enforceable in accordance with its respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (b) as

limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

8. Pre-Closing Cooperation of the Parties. Each party will use all commercially reasonable efforts promptly to take, or cause to be taken, all actions and promptly to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement, and will cooperate with and assist the other parties in each of the foregoing.

9. Additional Covenants of Buyer and Seller.

9.1 Access to Information; Confidentiality Seller shall, upon reasonable notice and subject to any confidentiality agreements to which it is subject, give to Buyer and its representatives reasonable access to all of its employees and to all the books and records of Seller and shall furnish to Buyer and its representatives such financial and operating data and other information with respect to the Purchased Assets its business and properties as Buyer shall from time to time reasonably request. Any investigation contemplated by this Section 9.1 shall be conducted in such manner as not to interfere unreasonably with the operation of the business of Seller.

9.2 Use of Trade Names; Confidential Information. Consistent with the Exhibits and Schedules of this Agreement, the Seller, after the Closing, will not, for any reason, directly or indirectly, for itself or any other person, (a) use the Intellectual Property or (b) use or disclose any trade secrets, confidential information, know-how, proprietary information or other intellectual property of

Seller to be transferred pursuant to this Agreement (collectively, "Confidential Information"). Confidential Information does not include information if (x) such information was in the public domain at the time of disclosure or it has become publicly known through no act of the receiving party; or (y) it has otherwise been disclosed in good faith to a party by a third-party having legitimate possession and the right to make such disclosure. In no event will "Confidential Information" include general industry knowledge or know-how.

9.3 Post-Closing Cooperation. To the extent reasonably requested by Buyer or Seller, the other party, to the extent it is reasonably able to do so, shall cooperate with the requesting party on and after the Closing in furnishing information, evidence and testimony and providing access to books and records and other assistance in connection with any actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to all periods prior to the Closing; and with respect to Seller's Bankruptcy Case, Buyer shall cooperate with Seller, as reasonably requested by Seller. As part of such cooperation, Buyer shall retain for three years following the Closing all books and records and other documents which Buyer obtains from Seller pursuant to, or in connection with the transactions contemplated by, this Agreement.

9.4 Expenses of Buyer. Buyer recognizes that Seller has minimal personnel available to Seller to perform those of its obligations pursuant to this Agreement which may arise based on a request by Buyer and minimal funds with which to pay any costs that may be incurred in performing such obligations.

Accordingly, Seller's obligation to perform any such obligation shall be conditioned upon Buyer paying all expenses which might be incurred by Seller in responding to any such request, such as paying the cost of employing temporary personnel.

9.5 Accounting by Buyer. If Buyer was an interim operator of some or all of the Purchased Assets, on request of Seller, Buyer shall promptly provide Seller with complete information with respect to the expenses incurred by Buyer in connection with such operation.

9.6 Operating Expenses. If Buyer was the interim operator of some or all of the Purchased Assets, Buyer acknowledges that it is responsible for and Buyer shall pay all of the interim operating expenses incurred by the Business Units on and after the date the Buyer took over the operations of the Business Units.

10. Conditions Precedent to Obligation of Buyer. The obligation of Buyer to consummate the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing, of each of the following conditions, unless waived by Buyer in writing:

10.1 Accuracy of Representations and Warranties. The representations and warranties of Seller contained in this Agreement will be true and correct in all material respects as of the Closing with the same effect as though made at such time.

10.2 Performance of Agreement and Deliveries. Seller will have performed in all material aspects all of its covenants, agreements and obligations

under this Agreement and each of the other documents contemplated by this Agreement to be performed or complied with by Seller prior to or upon the Closing and Seller will have delivered all documents and items required to be delivered by it at or prior to the Closing.

10.3 Absence of Stay Order. The Bankruptcy Court or U. S. District Court shall not have issued a stay of the Sale Order.

10.4 Consents. All consents and approvals required to be obtained in connection with the consummation of the transactions contemplated by this Agreement will have been obtained, which consents and agreement shall be in a form and substance reasonably satisfactory to Buyer.

11. Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing, of the following conditions, unless waived by Seller in writing:

11.1 Accuracy of Representations and Warranties. The representations and warranties of Buyer contained in this Agreement will be true in all material respects as of the Closing with the same effect as though made at such time.

11.2 Performance of Agreement and Delivery. Buyer will have performed in all material respects all of its covenants, agreements and obligations under this Agreement and each of the other documents contemplated by this Agreement to be performed or complied with by Buyer prior to or upon the Closing

and Buyer will have delivered all documents and items required to be delivered by it at or prior to the Closing.

11.3 Absence of Stay Order. The Bankruptcy Court or U. S. District Court shall not have issued a stay of the Sale Order.

11.4 Consents. All consents and approvals required to be obtained by Buyer in connection with the consummation of the transactions contemplated by this Agreement will have been obtained without conditions materially and adversely affecting Seller or its business or properties.

12. Miscellaneous.

12.1 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be delivered or sent, with the copies indicated, by personal delivery, telecopy (with confirmation and additional copy sent by overnight delivery service), e-mail or overnight delivery service (by a reputable carrier) to the parties as follows (or at such other address as a party may specify by notice given pursuant to this Section):

To Buyer: Ronan Ryan
 BMIT, LLC
 150 Wood Road, Suite 100
 Braintree, Massachusetts 02184
 Fax: (617) 469-8282
 E-mail: rryan@BMIT.com

With a copy to: Gamberg & Abrams
 4000 Hollywood Boulevard
 Suite 350N
 Hollywood, Florida 33021
 Attn: Jay M. Gamberg
 Fax: (954) 966-6259
 E-mail: jaygamberg@aol.com

To Seller: Far & Wide Travel Corporation
80 S.W. 8th Street
Suite 2601
Miami, FL 33130
Attn: Craig Toll
Fax: (305) 908-7535
E-mail: ctoll@farandwide.com

With a copy to: Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, FL 33131
Attn: Bruce Jay Colan, Esq.
Fax: (305) 789-7799
E-mail: bcolan@hklaw.com

All notices shall be deemed given and received one business day after their delivery to the addresses for the respective party(ies), with the copies indicated, as provided in this Section.

12.2 Entire Agreement. This Agreement, the documents which are Exhibits to this Agreement and any other contemporaneous written agreements entered into by the parties contain the sole and entire binding agreement among and representations made by the parties to each other and supersede any and all other prior written or oral agreements and representations among them; provided, however, the Confidentiality Agreement shall remain in full force and effect until the Closing. The Term Sheet is terminated as of the date of this Agreement and is of no further force or effect.

12.3 Amendment. No amendment or modification of this Agreement shall be valid unless in writing and duly executed by the parties affected by the amendment or modification.

12.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, heirs, successors and permitted assigns.

12.5 Waiver. Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

12.6 Captions. The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

12.7 Construction. In the construction of this Agreement, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular, and the masculine, feminine and neuter genders include all other genders. Since all parties have engaged in the drafting of this Agreement, no presumption of construction against any party shall apply.

12.8 Section and Exhibit References. All references contained in this Agreement to Sections and Exhibits shall be deemed to be references to Sections of and Exhibits attached to this Agreement, except to the extent that any such reference specifically refers to another document. All references to Sections shall be deemed to also refer to all subsections of such Sections, if any. The definitions of terms defined in this Agreement shall apply to the Exhibits.

12.9 Severability. In the event that any portion of this Agreement is illegal or unenforceable, it shall affect no other provisions of this Agreement, and

the remainder of this Agreement shall be valid and enforceable in accordance with its terms.

12.10 Absence of Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than the parties to this Agreement, and as set forth in Sections 12.4 and 12.12, any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action or institute an arbitration proceeding pursuant to or based upon this Agreement.

12.11 Business Day. As used in this Agreement, the term "business day" means any day other than a Saturday, Sunday or legal or bank holiday in the City of Miami, Florida (the "City"). If any time period set forth in this Agreement expires on other than a business day in the City, such period shall be extended to and through the next succeeding business day in the City.

12.12 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party without the written consent of the other party; provided, however, Buyer may assign this Agreement to a wholly-owned subsidiary of Buyer or to a wholly-owned subsidiary of a wholly-owned subsidiary; provided that the assignor remains jointly and severally liable along with the assignee in connection with any and all of its obligations under this Agreement and under all other related transaction documents.

12.13 Other Documents The parties shall take all such actions and execute all such documents which may be necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement.

12.14 Governing Law. This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida and, where applicable, the Bankruptcy Code, without application of conflicts of law principles. The Bankruptcy Court shall retain jurisdiction to hear, address and/or adjudicate any disputes arising under this Agreement.

12.15 Currency. All monetary amounts in this Agreement are stated in United States dollars (\$) and shall be paid in that currency. No changes shall be made in any of such amounts based upon changes in the value of the United States dollar against any other currency.

12.16 Counterparts. This Agreement may be executed and delivered in two counterparts, each of which shall be deemed to be an original and both of which, taken together, shall be deemed to be one agreement.

The parties have executed this Agreement as of the date set forth above.

Buyer:

BMIT, LLC, a Washington limited liability company

By: Ronan G. Ryan

Name: RONAN G. RYAN

Title: PRESIDENT

Seller:

FAR & WIDE TRAVEL CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

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The parties have executed this Agreement as of the date set forth above.

Buyer:

BMIT, LLC, a Washington limited liability company

By: _____

Name: _____

Title: _____

Seller:

FAR & WIDE TRAVEL CORPORATION,
a Delaware corporation

By: *[Signature]*

Name: BRUCE

Title: CEO

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Schedule 1.1.5

The full and complete customer database of the Business Unit is physically located at the Business Unit's facility at Englewood Cliffs, New Jersey.

Those portions of any centralized customer database maintained by Seller that contain names of the Business Unit's customers who are identified as such; provided, however, that Seller may continue to include the Business Unit's customer information in such centralized database and Seller will not use, sell, license, disclose or permit access by third parties to such portions of such database as contain information about the Business Unit's customers; further provided, however, that such access will be permitted (a) to allow credit card companies to have access to customer information for claims processing purposes, provided that any such credit card company will agree to not use the information for any other purpose and will agree to enter into a confidentiality agreement with Seller, governing such access, and to which the Buyer shall be a third-party beneficiary, or (b) as ordered by the Bankruptcy Court.

Buyer will acquire exclusive use of the database except for the following exceptions where Buyer will acquire non-exclusive use:

1. Customers who were added to the Business Unit's database from other business units of the Seller.
2. Customers who were added to other business unit databases who were originally part of the Business Unit's database.
3. Customers with e-mail addresses who were originally part of Business Unit's database that were subsequently included in Seller's consolidated e-mail file and are not identified as clients or contacts of the Business Unit.

Consistent with this Schedule, Seller will use reasonable efforts to ensure that no other party uses the exclusive portion of the Business Unit customer database.

The Buyer may acquire non-exclusive use of the Tourism Ireland data files and the data from the Seller's customer survey forms related to the Business Unit. This information is housed at DSI and is available to the Buyer for a processing fee charged by DSI.

Exhibit 1.1**PURCHASED ASSETS**

1. All office furniture and equipment located in the Business Unit's offices located at 150 Wood Road, Suite 100, Braintree, Massachusetts and Old Town Hall, Killarney Co. Kerry, Ireland.
2. All right, title, interest and goodwill in and to the names Brian Moore International Tours, Brian Moore Int'l Tours, BMIT and Brian Moore, and the trademarks of said names as granted in U.S. Registration Nos. 2272404, 2265155, and 2270871 (collectively, the "Intellectual Properties").
3. All images and pictures, on any media, used in the 2002/2003 Brian Moore International Tours brochure.
4. All right, title and interest in and to the Internet domain name www.bmit.com and all Internet and website content for that domain name.
5. All customer lists and customer databases for customers of the Business Unit as described in Schedule 1.1.5.
6. All customer travel documentation data, including, without limitation, tour itineraries, supplier/vendor names/address/telephone numbers/contact persons, cities information and other information for customers of the Business Unit.
7. All right, title and interest in and to the following toll and toll-free telephone numbers used in connection with the business of the Business Unit:
800-982-2299
866-224-2232
866-224-2252
866-276-3258
8. All books and records owned by Seller used in connection with the Purchased Assets, but only to the extent that such books and records relate solely to the Purchased Assets.

Exhibit 1.2**EXCLUDED ASSETS**

1. All trademarks, service marks, tradenames and logos and related goodwill which may have been used by the Business Unit, but which are owned by Seller or any of its affiliates and which are not listed on Exhibit 1.1.
2. All trade secret information, including but not limited to the information described further in Schedule 1.2.2 and customer lists and information contained in databases, which may have been used by the Business Unit, but which are owned by Seller or any of its affiliates and which are not listed on Exhibit 1.1.
3. All proprietary software and website code which may have been used by the Business Unit, but which are owned by Seller or any of its affiliates and which are not listed on Exhibit 1.1.
4. All Internet domain names, domain name registrations and telephone numbers which may have been used by the Business Unit, but which are owned by Seller or any of its affiliates and which are not listed on Exhibit 1.1.
5. All website content (e.g., images, text, trip itineraries, photos, and long and short descriptions of the tours) and other copyrightable works, including brochures, which may have been used by the Business Unit, but which are owned by Seller or any of its affiliates and which are not listed on Exhibit 1.1. Additionally, all non-content assets of the Seller's corporate website such as the website applications, content management system, and server and database licenses are excluded assets.
6. All brochure materials, images and creative work as described in Schedule 1.2.6.
7. Any and all other assets, both tangible and intangible, whether or not used by any Business Unit that are not specifically included on Exhibit 1.1.

Schedule 1.2.2

The full and complete customer database of the Business Unit is physically located at the Business Unit's facility at Englewood Cliffs, New Jersey.

Those portions of any centralized customer database maintained by Seller that contain names of the Business Unit's customers who are identified as such; provided, however, that Seller may continue to include the Business Unit's customer information in such centralized database and Seller will not use, sell, license, disclose or permit access by third parties to such portions of such database as contain information about the Business Unit's customers; further provided, however, that such access will be permitted (a) to allow credit card companies to have access to customer information for claims processing purposes, provided that any such credit card company will agree to not use the information for any other purpose and will agree to enter into a confidentiality agreement with Seller, governing such access, and to which the Buyer shall be a third-party beneficiary, or (b) as ordered by the Bankruptcy Court.

Buyer will acquire exclusive use of the database except for the following exceptions where Buyer will acquire non-exclusive use:

1. Customers who were added to the Business Unit's database from other business units of the Seller.
2. Customers who were added to other business unit databases who were originally part of the Business Unit's database.
3. Customers with e-mail addresses who were originally part of Business Unit's database that were subsequently included in Seller's consolidated e-mail file and are not identified as clients or contacts of the Business Unit.

Consistent with this Schedule, Seller will use reasonable efforts to ensure that no other party uses the exclusive portion of the Business Unit customer database.

The Buyer may acquire non-exclusive use of the Tourism Ireland data files and the data from the Seller's customer survey forms related to the Business Unit. This information is housed at DSI and is available to the Buyer for a processing fee charged by DSI.

Schedule 1.2.6

1. All materials, images and creative work not located at the Brian Moore offices or at vendors used by the Brian Moore office, including, but not limited to, material, images and creative work for all brochures, flyers, advertisements, catalogs, e-mail blasts, fax blasts, consumer and trade offers that are specific to the Intercontinental Travel Corporation, Spanish Heritage, Central Holidays, Donnatello, Prism, Regina, IST, Journeys Unlimited, High Country Passage, Tourlite, Zeus, Pacific Bestours, Adventure Center, Swain, African Travel, Lion World, and Grand European operating units of Seller.
2. Any stock photography purchased for one time use.
3. Buyer shall have non-exclusive use of any images shared with other of Seller's operating units.
4. Buyer shall have non-exclusive use of the names of tours shared with other of Seller's operating units.

Exhibit 2

SELLER'S RIGHTS UNDER CONTRACTS AND LEASES

None

Exhibit 3

ASSUMED LIABILITIES

None

Exhibit 5.3.1**BILL OF SALE**

Far & Wide Travel Corporation, a Delaware corporation ("Seller"), pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of December __, 2003 (the "Purchase Agreement"), between Seller and BMIT, LLC, a Washington limited liability company ("Buyer"), for good and valuable consideration received, the adequacy and sufficiency of which is hereby acknowledged, does hereby sell, transfer, assign and convey to Buyer, as of the Closing (all capitalized terms not otherwise defined in this Bill of Sale shall have the meanings assigned to such terms in the Purchase Agreement, and section references in this Bill of Sale refer to sections of the Purchase Agreement), all of Seller's right, title and interest in and to the Purchased Assets, including those assets as set forth on Exhibit 1.1 to the Purchase Agreement, and excluding the Excluded Assets, as set forth on Exhibit 1.2 to the Purchase Agreement.

Seller hereby constitutes and appoints Buyer the true and lawful attorney of Seller, with full power of substitution, in Seller's name and stead or otherwise, for the account and benefit of Buyer, (i) to demand and receive from time to time any and all of the Purchased Assets; (ii) to give receipts and releases for and in respect of the Purchased Assets or any part of the Purchased Assets; and (iii) to give any notices and to do all acts and things in relation to the Purchased Assets as Buyer shall deem desirable, including, but not limited to, instituting any and all legal or administrative proceedings to assert or enforce any claim, right or title in and to any of the Purchased Assets. Seller acknowledges that the agency and powers granted by this Bill of Sale are coupled with an interest and shall be irrevocable by Seller in any manner or for any reason.

To have and to hold the same to Buyer, its personal representatives, successors and assigns forever.

This instrument is executed pursuant to and in furtherance of the Purchase Agreement. It does not replace, substitute for, expand or extinguish any provision or obligation of the Purchase Agreement and no additional representations are created by this instrument.

NOW THEREFORE, Seller has executed this Bill of Sale this ____ day of December, 2003.

FAR & WIDE TRAVEL CORPORATION

By: _____
Name: _____
Title: _____

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BILL OF SALE

Far & Wide Travel Corporation, a Delaware corporation ("Seller"), pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of December 11, 2003 (the "Purchase Agreement"), between Seller and BMIT, LLC, a Washington limited liability company ("Buyer"), for good and valuable consideration received, the adequacy and sufficiency of which is hereby acknowledged, does hereby sell, transfer, assign and convey to Buyer, as of the Closing (all capitalized terms not otherwise defined in this Bill of Sale shall have the meanings assigned to such terms in the Purchase Agreement, and section references in this Bill of Sale refer to sections of the Purchase Agreement), all of Seller's right, title and interest in and to the Purchased Assets, including those assets as set forth on Exhibit 1.1 to the Purchase Agreement, and excluding the Excluded Assets, as set forth on Exhibit 1.2 to the Purchase Agreement.

Seller hereby constitutes and appoints Buyer the true and lawful attorney of Seller, with full power of substitution, in Seller's name and stead or otherwise, for the account and benefit of Buyer, (i) to demand and receive from time to time any and all of the Purchased Assets; (ii) to give receipts and releases for and in respect of the Purchased Assets or any part of the Purchased Assets; and (iii) to give any notices and to do all acts and things in relation to the Purchased Assets as Buyer shall deem desirable, including, but not limited to, instituting any and all legal or administrative proceedings to assert or enforce any claim, right or title in and to any of the Purchased Assets. Seller acknowledges that the agency and powers granted by this Bill of Sale are coupled with an interest and shall be irrevocable by Seller in any manner or for any reason.


To have and to hold the same to Buyer, its personal representatives, successors and assigns forever.

This instrument is executed pursuant to and in furtherance of the Purchase Agreement. It does not replace, substitute for, expand or extinguish any provision or obligation of the Purchase Agreement and no additional representations are created by this instrument.

EXHIBIT A

NOW THEREFORE, Seller has executed this Bill of Sale this 11th day of December, 2003.

FAR & WIDE TRAVEL CORPORATION

By: 
Name: PHIL FAKES
Title: CEO

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