

Exhibit D



AirFastTickets, Inc., Debtor in Possession
ATTN.: Mr. Adam Meislik
Receiver
19800 MacArthur Blvd. Suite 820
Irvine, CA 92612

February 8, 2016

Dear Sir,

Further to your recent request, U•Turn Business Recovery Consultants Ltd ("U•Turn Cyprus") duly registered in Nicosia, Cyprus with number [REDACTED] 9364, is pleased to submit this proposal to Adam Meislik, Receiver, ("Mr. Meislik" or "the Client") for assistance in financial advisory, support in funds tracing and forensic accounting related to the Greek entity ("Greek Airfast" or "Subject") of the Airfast Tickets Inc Group ("Airfast Group" or "Debtor in Possession") of companies ("the Services").

1. Scope of services

Mr. Meislik has authority to employ U•Turn on behalf of the Debtor in Possession. Our understanding is that Mr. Meislik requires assistance related to due diligence of the Airfast. This assistance may include (but shall not be limited to) the following:

- a. Collection of information and data from Greek Airfast;
- b. Assessment of the staffing levels, of the payroll structure and of relevant obligations according to the Greek legislation;
- c. Establish whether Greek Airfast is conducting commerce and is functioning as an operational travelling entity;
- d. Reviewing the trial balance of the Subject;
- e. Establishing the existence of credit incidents and assessing their impact;
- f. Assessing the existence of any assets in the patrimony of Greek Airfast;
- g. Determining the existence of Liabilities to Creditors and especially of any Preferential Creditors based on the Greek bankruptcy law;
- h. Supporting in funds tracing;
- i. Performing an IT Audit or a Forensic Accounting exercise.

As the case maybe, U•Turn Cyprus will engage the services of Specialists, such as for instance Legal Advisors, subject to the guidance and/ or consent by Mr. Meislik. In addition, U•Turn Cyprus may subcontract parts of the assigned tasks to its affiliate U•Turn Consultants P.C at its own discretion.





2. Deliverables

The deliverables of the Services will be comprised of short Information Memos (via e-mail) and/ or more extended Reports. The Information Memos will be prepared in the English Language.

3. Limitation on services

The result of our Services does not constitute a fairness opinion or expert advice and should not be interpreted as such. By acceptance of this Engagement Letter, the Client and the Client's representatives warrant to U•Turn Cyprus that the information to be supplied will be complete and accurate to the best of their knowledge. U•Turn Cyprus might also use information furnished by others and the Subject (3rd party information) if U•Turn Cyprus believe it to be reliable, however, U•Turn Cyprus is not responsible for, and provide no assurance regarding, the accuracy of any such information. We assume no responsibility for the legal description or matters including legal or title considerations. Titles to assets, properties, or business interests are assumed to be good and marketable unless otherwise stated. We assume that there is full compliance with all applicable regulations and laws unless non-compliance is stated and defined in the Information Memos.

4. Client's responsibilities

In connection with the provision of the Services, the Client has the full responsibility to liaise with Greek Airfast and ensure that our relevant mandate is acknowledged and respected. Furthermore, the Client is responsible to provide relevant information and data in its custody necessary for the performance of the Services.

5. Contact Persons

The Client and U•Turn Cyprus shall initially assign the following persons responsible for communication between them in relation to the engagement:

U•Turn Cyprus: Georgios Christoforou – Director,
Tel: +357 (22) 773762,
Mobile: +30 694343003,
e-mail: georgios.christoforou@uturnconsultants.com





Client: Adam Meislik
Tel.: +1 (949) 407-6627
e-mail: ameislik@glassratner.com

(the "Contact Persons"). The Client and U•Turn Cyprus undertake that instructions will be received and communication exchanged between the Contact Persons. For the purposes of seeking compensation as per the Amended Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals, Mr Adam Meislik is a corresponding Notice Party and the above e-mail address is a respective mean of noticing.

6. Engagement timing and fee estimate

U•Turn Cyprus (through its associates) has in substance begun work on this project immediately upon receipt of relevant e-mail instructions on Monday 23rd of June 2015, while under an engagement by the Custodian Pendente Lite of AirFastTickets, Inc., which was at that stage placed under Court Supervision by the competent Delaware Chancery Court. U•Turn ceased work upon conversion to Chapter 11 pending bankruptcy court approval of its retention having duly completed the tasks assigned prior to the conversion to chapter 11 and been reimbursed in full accordingly. This engagement letter constitutes the formalisation of the engagement providing a relevant detailed framework. The signed copy of this engagement letter, will constitute the above common understanding between the Client and U•Turn. Assuming that the information required for carrying out the work is provided on a timely basis, we will complete the draft Information Memos within three days after obtaining necessary information and data. We will provide final Information Memos no later than three business days of receiving your comments on the drafts. For an extended Report – if mandated - we will complete the draft report within two weeks after obtaining necessary information and data, while we will submit final Reports no later than one week of receiving your comments on the drafts.

As discussed between us during our communication, the Client prefers to engage U•Turn Cyprus on an hourly basis. U•Turn Cyprus is in agreement with this fee structure, and the applicable standard hourly rates are quoted below:

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| • Senior Partner | - | \$385.00 per hour |
| • Partner | - | \$330.00 per hour |
| • Director | - | \$300.00 per hour |
| • Senior Manager | - | \$275.00 per hour |
| • Legal Adviser | - | \$330.00 per hour |
| • Audit/ Forensic | - | \$220.00 per hour |





However, U•Turn Cyprus will provide a 33% discount on the above rates apart from Legal and Audit/ Forensic fees.

The fee is payable as follows:

- \$20,000 (twenty thousand dollar) payable upon signing as a Retainer amount;
- Bills are rendered pursuant to the Amended Order Establishing Procedures For Interim Compensation And Reimbursement Of Expenses For Retained Professionals. They detail the time spent and work performed by individuals on a daily basis. Expenses are listed by category.

Our fees are payable in US\$, and VAT will be charged as applicable (if at all). Payment is due and payable pursuant to Amended Order Establishing Procedures for Interim Compensation And Reimbursement Of Expenses For Retained Professionals and final approval of fee applications. In addition, the Client will reimburse U•Turn Cyprus for all of U•Turn Cyprus' reasonable travel and other out-of-pocket expenses incurred by it in connection with the Engagement. Out of pocket expenses will include (but will not be limited to) the cost of transportation, lodging, meals, communication, translation services for official documents (as necessary) and other associated expenses. Expenses will be billed at cost.

For the execution of expert services outside the scope of U•Turn Cyprus' expertise, such as Legal, Audit or Forensic services, U•Turn Cyprus is entitled to use the services of specialist professionals, subject to the Client's approval, provided that the standard Confidentiality provisions are abided by.

7. Standard terms and conditions

You have read and irrevocably accept the attached schedule of Standard Terms and Conditions contained in Appendix 1, which form an integral part of this Engagement Letter.

Adam Meislik shall not have any personal liability on any account under this Engagement Letter.

8. Termination

This Engagement Letter shall terminate only upon the occurrence of the earlier of the following: a) an agreement of the parties to terminate this Engagement Letter entered into in writing; b) completion of the Services; and/or c) termination of this Engagement Letter by notice; each party may terminate this Engagement Letter by notice served on the other party with a notice period of 10 days which shall start to run upon the receipt of the notice by the other party; or Subject to all payment obligations under the section "Engagement timing and fee estimate" of this Engagement Letter having been fulfilled, all rights and obligations of the parties





under this Engagement Letter shall cease to be effective upon the termination hereof, with the exception of the provisions relating to indemnification, confidentiality, governing law and resolution of disputes which shall survive any termination of this Engagement Letter.

9. Governing law and jurisdiction

In the event of any dispute, claim, or controversy between the parties arising out of this Engagement Letter, the United States Bankruptcy Court of the Airfast Group's bankruptcy estate shall have sole and exclusive jurisdiction and shall decide any such matter and all controversies or claims between the parties pursuant to Title 11 of the United States Code or applicable New York state law, unless otherwise agreed to in writing by mutual agreement of the parties herein.

10. Letter of engagement

This Engagement Letter constitutes the entire agreement between the parties with respect to the Engagement and supersedes any previous agreements between the parties. Modification of this letter shall be possible only in the form of written amendments, numbered in ascending order, expressly referring to this Engagement Letter and signed by authorized representatives of the parties. This Engagement Letter shall become valid upon its signature by both parties and it shall be binding upon their legal successors as well. U•Turn Cyprus understands the purpose and objective of this engagement and is qualified to undertake the assignment. If you accept this proposal and it reflects your understanding of this engagement, we ask that you confirm it by signing below, returning a signed copy to us, and retaining a copy for your files.

Signatures,

A handwritten signature in blue ink, appearing to read 'George Pappas', written over a horizontal line.

U•Turn Cyprus

Client

Date:

Date:

Appendices: Appendix 1 Standard Terms and Conditions





Appendix 1

U•TURN Cyprus

STANDARD TERMS AND CONDITIONS

The Client agrees to the attached schedule of Standard Terms and Conditions contained in this Appendix 1 which forms an integral part of the Engagement Letter. In circumstances where an occurrence is not covered by the Engagement Letter expressly, the Standard Terms and Conditions will apply. In case of discrepancies between these Standard Terms and Conditions and the terms of the Engagement Letter itself, the provisions of the Engagement Letter should prevail.

DEFINITIONS

"U•Turn Cyprus" or "we": U•Turn Business Recovery Consultants Ltd. Or affiliated entities (including but not excluding U•Turn Consultants P.C.)

The "Engagement Letter": The engagement letter which incorporates these terms

The "Client": Adam Meislik, as Receiver of Airfast Group

1. ENGAGEMENT TERMS

1.1. All work by U•Turn Cyprus for the Client will be in accordance with the Engagement Letter (which incorporates these terms) or any subsequent written variation. The Engagement Letter does not make either of the parties an agent, distributor, employer, partner, fiduciary, joint venturer, coowner or representative of the other except as specifically stated in the Engagement Letter. Each party is an independent contractor. Further, this Engagement Letter does not make either of the parties a legal representative or fiduciary of the other, nor does it create a partnership or joint venture.

1.2 U•Turn Cyprus warrants that the Services hereunder shall be of professional quality consistent with generally accepted industry standards for the performance of such Services. U•Turn Cyprus shall ensure that the Services be provided with due professional skill and care, and in accordance with the Client's interests of which U•Turn Cyprus is aware. To the fullest extent permitted by law, U•Turn Cyprus disclaims all other warranties, either express or implied.

1.3. Unless otherwise specifically agreed, fee estimates given by U•Turn Cyprus are only estimates and its fees may be lower or higher. U•Turn will let the Client know if it considers the estimate is likely to be exceeded.

1.4. If it is necessary for U•Turn Cyprus to terminate the engagement for the reasons set out in the engagement letter or for any other reason that U•Turn Cyprus considers justifies the termination of the engagement, U•Turn Cyprus shall be entitled to its fees incurred until the date the engagement is terminated.

1.5 The Engagement Letter is between the Client and U•Turn Cyprus. The Client agrees that its relationship is solely with U•Turn Cyprus as the entity contracting with it





to provide the Services. Notwithstanding the fact that the Services under this Engagement Letter are to be provided by individual partners and employees from U•Turn Cyprus (and in some cases provided to U•Turn Cyprus by other U•Turn Parties through service or other agreements), no such individual partner or employee nor any other U•Turn Party intends to assume responsibility (including responsibility in any personal capacity) for the Services under this Engagement Letter. Consequently, you agree that no U•Turn Party (except U•Turn Cyprus) will have any liability to you in respect of the Services under this Engagement Letter. You further agree that you will not bring any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Engagement Letter against any of the U•Turn Parties (except U•Turn Cyprus). This clause will not limit or exclude any liability U•Turn Cyprus may have to you for the acts or omissions of the U•Turn Parties in relation to the Services provided under the terms of this Engagement Letter.

1.6 Unless the Engagement Letter specifies other arrangements, the Client agrees that each Report will be deemed accepted by the Client (and the Services, or the relevant part of them, completed) when it is in its final form or when the Client first makes use of the Report, whichever first occurs.

2. STAFF

2.1. U•Turn Cyprus' intention at the time of making the offer is that the persons assigned to the engagement referred to in the engagement letter should continue with the engagement until it terminates. Nevertheless, if needed, U•Turn Cyprus reserves the right to change individual team members but will inform the Client, in a timely manner, of such changes and will only substitute current team members with other professionals of similar level of professional and technical experience.

3. PAYMENT

3.1. Any and all amounts payable by the Client under this engagement shall be paid by wire transfer on the basis of invoices issued by U•Turn Cyprus at the moment agreed in the Engagement Letter or after the Services and/or Reports are accepted at the latest, to the account indicated on such invoice, and payable upon presentation or on the due date as provided for herein. All invoices issued by U•Turn Cyprus shall have the form of a tax document.

3.2. Expenses, including travel and subsistence, and goods and services purchased on the Client's behalf are charged at cost.

3.3. All fees and expenses provided for under this Engagement Letter shall be paid in full, free and clear of any deductions or withholding for, or on account of, any taxes, levies, duties or charges of any nature, which shall be for the account of the payer. The fees set out here-above are stated exclusive of Value Added Tax and the Value Added Tax applicable at the invoice date will be added to the invoiced amount. Where U•Turn Cyprus is required to pay such value added tax or other tax or government charge, the Client will indemnify and reimburse U•Turn Cyprus fully for such amount.





4. CONFIDENTIALITY

4.1. The Client allows U•Turn Cyprus to refer to the services executed for the Client in future proposals, reference letters and similar documents and in doing so, to use his name, logo and describe the project in general.

4.2. U•Turn Cyprus shall keep confidential any information concerning the Client's or Subject's business or operations marked "Confidential" that is treated as business secret and that is disclosed to U•Turn Cyprus by the Client, or on its behalf, in connection with this engagement and any information related to or created during the engagement, whether prior to the execution of the Engagement Letter or afterwards during the effectiveness of the Contract ("Confidential Information"). U•Turn shall use the Confidential Information solely for the purpose of this engagement and, subject to other provisions of this Engagement Letter, shall not disclose Confidential Information to any third person unless permitted by the Client.

4.3. For the avoidance of doubt, the Client authorises U•Turn Cyprus to disclose Confidential Information to the relevant persons at U•Turn Cyprus and any U•Turn Party and to its subcontractors who need to obtain and assess such information for the purposes of the provision of the Services or more generally to support their office administration. Any such person will be expressly informed and acknowledge in writing about the confidential nature of Confidential Information and the purpose for which it may be used. U•Turn Cyprus will have responsibility for assuring compliance of such persons with the terms hereof, as if the persons were subject to the same confidential obligations that U•Turn Cyprus is subject to under this Engagement Letter. Further, U•Turn Cyprus may disclose Confidential Information to the Client's advisors if required in connection with the subject of this engagement.

4.4. The Client acknowledges and accepts that U•Turn Cyprus is entitled to disclose Confidential Information where they are required to do so by any legal statute, court, or governmental, regulatory, or other relevant authority or agency, and is hereby giving its express consent to such disclosure. U•Turn Cyprus shall make every reasonable effort to notify the Client in advance of any such disclosure, and shall afford the Client such assistance that may be reasonably required so that the Client may intervene and prevent the disclosure, if appropriate. Failing such advance notification, U•Turn Cyprus will be obliged to inform the Client about such a disclosure.

4.5. U•Turn Cyprus is expressly authorised by the Client to speak to or meet with any other person, whom it may need to contact to perform the Services or whom the Client instructs U•Turn Cyprus to contact. U•Turn Cyprus may release to such persons for the purpose of performing the Services any information, whether Confidential Information or not, which it has obtained under this Engagement Letter and shall not be liable for any use subsequently made of that information.

4.6. It is U•Turn Cyprus' practice to check for conflicts of interest before taking on engagements in appropriate cases. U•Turn Cyprus provides many different professional services to clients and U•Turn Cyprus cannot be certain that it will





identify all situations where there may be a conflict with the Client's interests. We therefore request that the Client notifies us promptly of any potential conflict affecting this engagement of which the Client is, or becomes aware. Where a potential conflict is identified by us or you and we believe your interests can be properly safeguarded by the implementation of appropriate procedures, we will discuss and agree such procedures with you.

5. SYSTEMS AND EQUIPMENT

5.1 Our Services provided pursuant to the Engagement Letter will not provide any assurances, and we accept no responsibility for ensuring, that our systems or equipment or any other systems or equipment are free of viruses or other latent problems.

6. FORCE MAJEURE

6.1. Neither party shall be liable for any delay in meeting or for failure to meet its obligations under the Engagement Letter due to any cause outside its reasonable control, including (without limitation), war, riot, malicious acts of damage, fire, acts of any government or public authority, failure of the public electricity supply, failure or delay on the part of any subcontractors beyond its reasonable control or the unavailability of materials.

6.2. If either party is prevented from meeting its obligations due to any of the previously mentioned causes, it shall notify the other party of the circumstances and the other party shall, if possible, grant a reasonable extension for the performance of the Engagement Letter. If the circumstances of force majeure last for more than 3 months, either party may terminate this Engagement Letter.

7. LIMITATION OF LIABILITY

7.1 Each party shall be responsible for damages caused to the other party by tort or breach of its obligations arising out of this Engagement Letter in accordance with the applicable United States bankruptcy law.

7.2 Notwithstanding clause 7.1 above, U•Turn Cyprus (including its agents) shall be liable to the Client under this Engagement Letter only for wilful misconduct and gross negligence, whereas such liability shall be just, equitable and proportionate to U•Turn Cyprus' share of fault. The maximum aggregate amount of damages that U•Turn may become obliged to pay the Client for all breaches of this Engagement Letter, except for breaches due to wilful misconduct of U•Turn Cyprus, shall not exceed the fees actually received by U•Turn Cyprus hereunder. The parties expressly acknowledge and agree that they consider such allocation of risk for breaches of this Engagement Letter as provided for in the previous sentence of this clause as appropriate and corresponding to the nature of obligations of U•Turn Cyprus under this Engagement Letter.

7.3 U•Turn Cyprus shall not be liable to the Client for loss of profits, goodwill or any type of special, indirect, incidental or consequential loss, even if such loss was reasonably foreseeable or U•Turn Cyprus had been advised of the possibility of the Client incurring such loss.





8. DATA PROTECTION AND DATA RETENTION

8.1 U•Turn Cyprus may collect, use, transfer, store or otherwise process (collectively, "Process") information provided by the Client that can be linked to specific individuals ("Personal Data") as defined under the applicable law. We will Process the Personal Data in accordance with applicable laws and professional regulations.

8.2 The Client warrants that the Client has the authority to provide the Personal Data to U•Turn Cyprus in connection with the performance of the Services (as defined in the Engagement Letter) and that the Personal Data has been collected and Processed in accordance with applicable law. The Client is obliged to provide us with all the necessary instructions for Processing and with accurate and up-to-date Personal Data and we shall take the appropriate technical, organizational and personal measures to protect the Personal Data as instructed.

9. MISCELLANEOUS

9.1 If any provision of this Engagement Letter is found by any competent authority to be invalid, ineffective or unenforceable, such provision shall be deemed to be deleted from this Engagement Letter and the remaining provisions of this letter shall continue in full force and effect, provided that the nature of the relevant provision or its content, or the circumstances under which this provision has been entered into, does not imply that this provision may not be separated from the remaining provisions of this Engagement Letter. In such an event, the parties shall execute amendments to this Engagement Letter necessary in order to achieve the same or, if not possible, the closest possible effect to the effect of the respective invalid, ineffective or unenforceable provision.

9.2 Except as expressly provided herein, no modifications to this Engagement Letter shall be valid unless made in writing and signed by the duly authorized representative of both parties, and neither the acquiescence in any performance at variance to the provisions of this Engagement Letter nor the failure to exercise any right or enforce any obligation hereunder shall be deemed a modification of this Engagement Letter.

9.3 The failure of either party at any time to require performance by the other of any provision of this Engagement Letter in no way affects the right of such party thereafter to enforce the same provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any subsequent breach of such provision, or as a waiver of the provision itself.

