

**Exhibit 1**

**Disclosure Statement**

**THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS PROPOSED DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. THE INFORMATION IN THE DISCLOSURE STATEMENT IS SUBJECT TO CHANGE.**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	X
	:
In re:	:
	:
	: Chapter 11
AIRFASTTICKETS, INC.,	:
	:
	: Case No. 15-11951 (SHL)
Debtor.	:
	:
-----	X

**DISCLOSURE STATEMENT FOR DEBTOR’S CHAPTER 11 PLAN OF LIQUIDATION**

ARENT FOX LLP  
George V. Utlik  
1675 Broadway  
New York, NY 10019  
Telephone: (212) 484-3900  
Facsimile: (212) 484-3990  
[george.utlik@arentfox.com](mailto:george.utlik@arentfox.com)

ARENT FOX LLP  
Aram Ordubegian (admitted *pro hac vice*)  
Andy S. Kong (Admitted *pro hac vice*)  
555 West Fifth Street, 48th Floor  
Los Angeles, CA 90013  
Telephone: (213) 629-7400  
Facsimile: (213) 629-7401  
[aram.ordubegian@arentfox.com](mailto:aram.ordubegian@arentfox.com)  
[andy.kong@arentfox.com](mailto:andy.kong@arentfox.com)

*General Bankruptcy and Restructuring Counsel to the Debtor*

Dated: July 11, 2016

**CERTAIN INFORMATION CONTAINED IN THIS PROPOSED DISCLOSURE STATEMENT, THE PLAN, AND ANY EXHIBITS ATTACHED HERETO IS SPECULATIVE, AND PERSONS SHOULD NOT RELY ON SUCH DOCUMENTS IN MAKING INVESTMENT DECISIONS WITH RESPECT TO THE DEBTOR. THE PROPOSED DISCLOSURE STATEMENT REMAINS SUBJECT TO APPROVAL BY THE BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE.**

**AIRFASTTICKETS, INC. (“AIRFAST” OR THE “DEBTOR”) PROVIDES THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR THE DEBTOR’S CHAPTER 11 PLAN OF LIQUIDATION (THE “PLAN”) TO HOLDERS OF CLAIMS AND INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE.**

**THIS DISCLOSURE STATEMENT HAS BEEN PREPARED UNDER § 1125 OF THE BANKRUPTCY CODE AND RULE 3016(b) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND IS NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. THE DEBTOR URGES EACH HOLDER OF A CLAIM OR AN INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHER, THE BANKRUPTCY COURT’S APPROVAL OF THE ADEQUACY OF DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT’S APPROVAL OF THE MERITS OF THE PLAN.**

**THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.**

**THIS DISCLOSURE STATEMENT MAY CONTAIN “FORWARD LOOKING STATEMENTS” WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH STATEMENTS CONSIST OF ANY STATEMENT OTHER THAN A RECITATION OF HISTORICAL FACT AND CAN BE IDENTIFIED BY THE USE OF FORWARD LOOKING TERMINOLOGY SUCH AS “MAY,” “EXPECT,” “ANTICIPATE,” “ESTIMATE” OR “CONTINUE” OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. THE READER IS CAUTIONED THAT ALL FORWARD LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE AND THERE ARE CERTAIN**

**RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD LOOKING STATEMENTS. ANY DISTRIBUTION PROJECTIONS AND OTHER INFORMATION CONTAINED HEREIN AND ATTACHED HERETO ARE ESTIMATES ONLY, BASED UPON INFORMATION CURRENTLY AVAILABLE TO THE DEBTOR.**

**AS TO CONTESTED MATTERS, EXISTING LITIGATION INVOLVING, OR POSSIBLE ADDITIONAL LITIGATION TO BE BROUGHT BY, OR AGAINST, THE DEBTOR, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, A STIPULATION, OR A WAIVER, BUT RATHER AS A STATEMENT MADE WITHOUT PREJUDICE SOLELY FOR SETTLEMENT PURPOSES, WITH FULL RESERVATION OF RIGHTS, AND IS NOT TO BE USED FOR ANY LITIGATION PURPOSE WHATSOEVER BY ANY PERSON, PARTY, OR ENTITY. AS SUCH, THIS DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NONBANKRUPTCY PROCEEDING INVOLVING THE DEBTOR OR ANY OTHER PARTY IN INTEREST, NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES, FINANCIAL, OR OTHER EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST OR EQUITY INTERESTS IN THE DEBTOR.**

**THIS DISCLOSURE STATEMENT CONTAINS OR MAY CONTAIN, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTOR'S CHAPTER 11 CASE AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT MAY BE ATTACHED HERETO AND/OR INCORPORATED HEREIN BY REFERENCE. ALTHOUGH THE DEBTOR BELIEVES THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTOR EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTOR DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.**

**THE DEBTOR AND ITS FINANCIAL ADVISORS HAVE REVIEWED THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THE DEBTOR HAS USED ITS REASONABLE BUSINESS JUDGMENT TO ENSURE THE ACCURACY OF THIS FINANCIAL INFORMATION, THE**

**FINANCIAL INFORMATION CONTAINED IN, OR INCORPORATED BY REFERENCE INTO, THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED.**

**THE DEBTOR IS MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTOR MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTOR HAS NO AFFIRMATIVE DUTY TO DO SO. HOLDERS OF CLAIMS AND INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED.**

**THE DEBTOR HAS NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTOR HAS NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTOR OR THE VALUE OF ITS PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. BEFORE DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM IN A VOTING CLASS SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS, ALTERNATIVES TO CONFIRMATION, AND CONSUMMATION OF THE PLAN, ALL DESCRIBED IN GREATER DETAIL HEREIN.**

**TABLE OF CONTENTS**

	<b>Page</b>
ARTICLE I INTRODUCTION .....	1
A. Overview of Chapter 11 .....	1
B. Rules of Interpretation and Construction .....	2
C. Recommendation of the Debtor .....	2
ARTICLE II BACKGROUND INFORMATION .....	3
A. The Debtor’s Operations .....	3
B. Events Leading to the Filing of This Chapter 11 Case .....	3
C. Bridge Loan .....	4
D. State Court Actions and Appointment of Mr. Meislik as Receiver .....	5
E. The Involuntary Petition and Entry of the Order for Relief.....	6
F. Retention and Employment of Professionals .....	6
G. Filing of Schedules and Statements .....	6
H. Claims Bar Dates .....	7
I. Section 363 Sale.....	7
J. Pending Bankruptcy Court Litigation .....	7
K. Pending Litigation in Other Courts.....	7
L. Additional Contemplated Litigation .....	8
M. Other Significant Motions.....	8
ARTICLE III SUMMARY OF THE PLAN.....	8
A. Treatment of Claims and Interest Under the Plan.....	8
B. Treatment of Unclassified Claims under the Plan .....	10
3.1 Administrative Expense Claims.....	10
3.2 Professional Compensation and Reimbursement Claims. ....	10
3.3 Priority Tax Claims.....	11
3.4 United States Trustee Fees.....	13
C. Treatment of Classified Claims and Interests Under the Plan .....	13
3.1 Priority Non-Tax Claims (Class 1). ....	13
3.2 General Unsecured Claims (Class 2-A).....	13
3.3 General Unsecured Claim of Airfasttickets Ltd.(Class 2-B). ....	14
3.4 Existing Equity Interests (Class 3).....	15

**TABLE OF CONTENTS**

(continued)

	<b>Page</b>
ARTICLE IV VOTING PROCEDURES AND REQUIREMENTS.....	15
A. Vote Required for Acceptance by a Class .....	15
B. Impaired Class of Claims Entitled to Vote .....	15
C. Claims and Interests Not Entitled to Vote .....	16
D. Voting Procedures.....	16
E. Cramdown.....	17
ARTICLE V MEANS FOR IMPLEMENTATION OF THE PLAN.....	17
A. Creation of the Liquidating Trust and Appointment of Liquidating Trust and the Liquidating Trustee. ....	17
B. Duties and Powers of the Liquidating Trustee.....	19
C. Dissolution of the Debtor After the Effective Date. ....	20
D. Method of Distributions Under the Plan. ....	20
E. Closing of the Debtor’s Chapter 11 Case. ....	20
F. Cancellation of Existing Agreements. ....	21
G. Cancellation of Liens. ....	21
H. Compromise of Controversies. ....	21
ARTICLE VI PROVISIONS GOVERNING VOTING AND DISTRIBUTIONS UNDER THE PLAN.....	21
A. Voting. ....	21
B. Disbursing Agent .....	21
C. Distributions on Allowed General Unsecured Claims.....	22
D. Date of Distributions.....	22
E. Delivery of Distributions. ....	22
F. Time Bar to Cash Payments; Unclaimed Distributions. ....	23
G. Distribution Record Date. ....	23
H. Manner of Payment under the Plan.....	23
I. Distributions After Effective Date. ....	23
J. Setoffs and Recoupment. ....	23
K. Allocation of Plan Distributions Between Principal and Interest. ....	24
ARTICLE VII PROVISION FOR TREATMENT OF DISPUTED CLAIMS UNDER THE PLAN .....	24

**TABLE OF CONTENTS**

(continued)

	<b>Page</b>
A. Objections to Claims; Filing of Late Claims. ....	24
B. No Distributions Pending Allowance. ....	24
C. Distributions After Allowance. ....	24
D. Resolution of Claims. ....	25
E. Estimation of Claims. ....	25
F. Postpetition Interest on Claims. ....	25
ARTICLE VIII EXECUTORY CONTRACTS AND UNEXPIRED LEASES. ....	25
A. Rejection of Any Remaining Executory Contracts and Unexpired Leases. ....	25
B. Approval of Rejection of Executory Contracts and Unexpired Leases. ....	26
C. Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan. ....	26
D. Insurance Policies. ....	26
ARTICLE IX CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVE DATE. ....	27
A. Conditions Precedent to Confirmation. ....	27
B. Conditions Precedent to Effective Date. ....	27
C. Waiver of Conditions. ....	28
D. Satisfaction of Conditions. ....	28
ARTICLE X EFFECT OF CONFIRMATION. ....	28
A. Vesting of Assets. ....	28
B. Binding Effect. ....	28
C. Discharge of Claims and Termination of Interests. ....	28
D. Injunction or Stay on Claims. ....	29
E. Terms of Existing Injunctions or Stays. ....	30
F. Exculpation. ....	30
G. Preservation of Causes of Action / Reservation of Rights. ....	31
H. Injunction on Causes of Action. ....	31
I. Releases By The Debtor. ....	31
J. Releases By The Holders of Claims and Interests. ....	32
ARTICLE XI RETENTION OF JURISDICTION. ....	33



**TABLE OF CONTENTS**

(continued)

	<b>Page</b>
ARTICLE XII MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN .....	35
A. Modification of the Plan. ....	35
B. Revocation or Withdrawal of the Plan.....	35
ARTICLE XIII MISCELLANEOUS PROVISIONS.....	35
A. Effectuating Documents and Further Transactions.....	35
B. Withholding and Reporting Requirements. ....	36
C. United States Trustee Fees and Reports.....	36
D. Expedited Tax Determination. ....	36
E. Exemption from Transfer Taxes. ....	36
F. Substantial Consummation. ....	36
G. Severability of Plan Provisions. ....	37
H. Governing Law. ....	37
I. Time. ....	37
J. Solicitation of the Plan.....	37
K. Exhibits/Schedules.....	37
L. Notices. ....	37
M. Section Headings. ....	38
N. Inconsistencies. ....	38
ARTICLE XIV RISKS AND CONSIDERATIONS.....	38
A. Bankruptcy Considerations.....	38
B. No Duty to Update Disclosures .....	39
C. Representations Outside this Disclosure Statement.....	39
D. No Admission .....	40
ARTICLE XV PLAN CONFIRMATION AND CONSUMMATION.....	40
A. Plan Confirmation Hearing .....	40
B. Plan Confirmation Requirements under the Bankruptcy Code.....	41
C. Plan Consummation .....	41
D. Best Interests of Creditors Test.....	41
E. Liquidation Analysis.....	42

**TABLE OF CONTENTS**

(continued)

	<b>Page</b>
F. Feasibility.....	43
G. Acceptance by Impaired Classes .....	43
H. Section 1129(b).....	44
ARTICLE XVI ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN .....	45
A. Chapter 7 Liquidation .....	45
B. Alternative Plan Pursuant to Chapter 11 of the Bankruptcy Code .....	45
C. Dismissal of the Debtor’s Chapter 11 Case .....	45
ARTICLE XVII CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES .....	46
A. Certain United States Federal Income Tax Consequences to Holders of Allowed Claims .....	47
B. Accrued Interest .....	48
C. Market Discount.....	49
D. Information Reporting and Backup Withholding .....	49
E. Certain United States Federal Income Tax Consequences to the Debtor .....	50
ARTICLE XVIII RECOMMENDATION AND CONCLUSION.....	50

## ARTICLE I

### INTRODUCTION

The Debtor prepared this Disclosure Statement in connection with the solicitation of votes for acceptance of the Plan.<sup>1</sup> This Disclosure Statement is intended to provide adequate information of a kind, and in sufficient detail, to enable the Debtor's creditors to make an informed judgment about the Plan, including whether to vote to accept or reject the Plan. A copy of the Plan is attached hereto as **Exhibit A** and is incorporated by this reference.

To the extent that the information provided in this Disclosure Statement and the Plan (including any attached exhibits and thereto) are in conflict, the terms of the Plan (including any attached exhibits thereto) will control. Creditors should refer only to this Disclosure Statement and the Plan to determine whether to vote to accept or reject the Plan.

After a careful consideration of the Debtor's business and prospects, the Debtor, in consultation with its legal and financial advisors, concluded that a liquidation was in the best interest of the Debtor and its Estate and would maximize recoveries for creditors in this Chapter 11 Case. The Debtor believes that approval of the Plan is in the best interests of the Debtor, its Estate, and its creditors and other parties in interest.

Creditors may access additional copies of this Disclosure Statement from the Debtor's claims and noticing agent, BMC Group, Inc. (the "Solicitation Agent").

**UNDER THE BANKRUPTCY CODE, ONLY CREDITORS WHO ACTUALLY VOTE ON THE PLAN WILL BE COUNTED FOR PURPOSES OF DETERMINING WHETHER THE REQUIRED NUMBER OF ACCEPTANCES HAS BEEN OBTAINED. FAILURE TO DELIVER A PROPERLY COMPLETED BALLOT BY THE VOTING DEADLINE WILL RESULT IN AN ABSTENTION AND, CONSEQUENTLY, THE VOTE WILL NOT BE COUNTED AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN. ANY EXECUTED BALLOT RECEIVED THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN SHALL BE DEEMED TO CONSTITUTE AN ACCEPTANCE OF THE PLAN.**

#### **A. Overview of Chapter 11**

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for similarly situated holders of claims and equity interests, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the commencement of the chapter 11 case. The

---

<sup>1</sup> All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a “debtor in possession.”

Consummating a plan is the principal objective of a chapter 11 case. A bankruptcy court’s confirmation of a plan binds the debtor, any entity acquiring property under the plan, any holder of a claim or equity interest in a debtor and all other entities as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code, to the terms and conditions of the confirmed plan. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a plan provides for the treatment of claims and equity interests in accordance with the terms of the confirmed plan.

Prior to soliciting acceptances of a proposed chapter 11 plan, § 1125 of the Bankruptcy Code requires a debtor to prepare a disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the chapter 11 plan. This Disclosure Statement is being submitted in accordance with the requirements of § 1125 of the Bankruptcy Code.

## **B. Rules of Interpretation and Construction**

Unless otherwise specified, all section or exhibit references in the Disclosure Statement are to the respective section in, or exhibit to, the Disclosure Statement, as the same may be amended, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Disclosure Statement as a whole and not to any particular section, subsection, or clause contained therein. The rules of construction contained in § 1102 of the Bankruptcy Code shall apply to the Disclosure Statement. The headings in this Disclosure Statement are for convenience of reference only and shall not limit or otherwise affect the interpretation of the Disclosure Statement. Unless otherwise provided, any reference in this Disclosure Statement to an existing document, exhibit, or schedule means such document, exhibit, or schedule as it may have been amended, restated, revised, supplemented or otherwise modified. Further, where appropriate from a contextual reading of a term, each term includes the singular and plural form of the term regardless of how the term is stated and each stated pronoun is gender neutral. In computing any period of time set forth in the Disclosure Statement, the provisions of Bankruptcy Rule 9006(a) shall apply.

## **C. Recommendation of the Debtor**

The Debtor believes that the Plan will maximize the value of the Debtor’s Estate and accomplish the objectives of chapter 11 of the Bankruptcy Code and that acceptance of the Plan is in the best interests of the Debtor, its Estate, creditors, and all parties in interest. Accordingly, the Debtor urges creditors to vote to accept the Plan.

## ARTICLE II

### BACKGROUND INFORMATION

#### A. The Debtor's Operations

The Debtor was founded in 2011 by Nikoloas Koklonis, who served as the Debtor's sole director, sole officer, and controlling stockholder from its formation until approximately December 2014. The Debtor is a Delaware corporation that had its headquarters in New York, New York and operated a multi-national business, together with several of its wholly owned foreign subsidiaries, Fast Group Deutschland AG (Germany), Airfasttickets, Ltd. (United Kingdom), Air Fast Tickets Spolka z.o.o. (Poland), Air Fast Tickets Ltd. (Hong Kong), and Fast Group S.A. (Greece) (collectively, the "Subsidiaries").

The Debtor used proprietary software that it developed and owned to help consumers find low cost domestic and international airfares. In that regard, the Debtor's model was similar to the airline ticketing services provided by Expedia.com and other online travel agencies. In order to operate in this line of business in international markets, the Debtor was required to be accredited by the International Air Transport Association ("IATA"). IATA is the trade association for the world's airlines, representing more than 250 airlines and approximately 85% of the world's total air traffic.

The Debtor operated a multi-national business, together with several of its wholly owned foreign Subsidiaries. None of the Subsidiaries are a debtor in this case. Airfasttickets, Ltd. had an administrator appointed in the United Kingdom.

#### B. Events Leading to the Filing of This Chapter 11 Case

Leading up to June 2014, the Debtor and its Subsidiaries ceased remitting payment for its ticket sales to the airlines. In June 2014, IATA revoked Airfasttickets' accreditation and license agreements because Airfasttickets failed to comply with IATA's rules, regulations, requirements, and accreditation standards by, among other things, failing to remit payment for its ticket sales to the airlines. At the time the IATA accreditation and license agreements were revoked and terminated, Airfasttickets or its Subsidiaries owed over \$70 million to over 400 airlines and the Debtor owed approximately \$38.5 million to its various creditors and vendors.

IATA revoked the Debtor's accreditation and license agreements, which — for all intents and purposes — put the Debtor and Subsidiaries out of business as it knew it. Without IATA accreditation, the Debtor could not purchase tickets in the international market to resell, and therefore, had no way to earn money.

After IATA revoked Airfasttickets' accreditation and license agreements, Airfasttickets attempted to stay in business by purchasing airline tickets through affiliated third-party ticket consolidators, rather than directly through the airlines. Generally, ticket consolidators purchase tickets directly from the airlines at specially negotiated rates and then resell the tickets to customers for less than published fares; the Debtor and/or Subsidiaries attempted to purchase from the consolidators at these discounted rates and sell to customers for a profit. Some or all of the ticket consolidators and other service providers or marketing companies used by

Airfasttickets, including, without limitation, Worldwide Internet Services Limited, Lockdrive Limited, London Travel & Tours Limited, Amphion Efthymia Ltd., Travelport LP, and Worldspan (collectively, "Ticket Consolidators"), were managed by, among others, Mr. Koklonis, or Mr. Koklonis maintained ownership or significant financial interest in some or all of the Ticket Consolidators.

After IATA revoked Airfasttickets' accreditation and license agreements, and without proper accreditation, the Debtor was unable to continue operations, suffered from severe liquidity issues, and did not have sufficient funds to pay its employees, vendors, and other creditors. The Debtor's insolvency and eventual bankruptcy were precipitated by, among other things, the loss of the IATA's accreditation and license agreements and the shutdown of the Debtor's operations and business.

### **C. Bridge Loan**

After June 2014, it was alleged by Mr. Koklonis that due to the delay in payment by certain consolidators, the Debtor was suffering from severe liquidity issues and did not have sufficient funds to pay its employees or continue operations.

From October 2014 through January 2015, Jason Chen and certain other investors ("Bridge Loan Investors") entered into a series of agreements with the Debtor for a purportedly secured loan (the "Bridge Loan"). Under the Bridge Loan, the investors loaned the Debtor \$15 million between October 2014 and June 2015, allegedly secured solely by the Debtor's receivables. In accordance with the terms of the Bridge Loan, Mr. Koklonis provided the investors with monthly or bi-monthly reports summarizing ticket sales. These reports indicated that the Debtor recorded a total of \$36 million in accounts receivable from July to December of 2014, and an additional \$58 million of accounts receivable during the first quarter of 2015.

As a condition for the Bridge Loan, the Debtor and Mr. Koklonis agreed that the Debtor would have a three-member Board of Directors, and that both Mr. Chen and his wife, Lisa Chen, would be appointed as two of the three directors of on the Board of Directors. On December 15, 2014, the Chens were appointed to the Board of Directors by written consent of Mr. Koklonis, the sole director at the time. Mr. Chen was also appointed as the Chief Executive Officer.

The receivable payments from the consolidators were not received by the due date in April 2015. At this time, Mr. Chen insisted that the Debtor retain a financial consultant to assist with the restructuring of the Debtor and to look into the Debtor's operations and finances. On April 15, 2015, the Debtor retained GlassRatner Advisory & Capital Group LLC ("GlassRatner") as its restructuring financial advisor.

When the receivable payment was not made by the due date, Edgar D. Park, the collateral agent under the Bridge Loan, insisted on speaking directly to the consolidators. Mr. Koklonis provided Mr. Park with the contact information for the consolidators which, it was later learned, was fabricated. Despite Mr. Park's efforts to contact the consolidators, the receivables were never paid. At this time, GlassRatner conducted additional diligence on the Debtor's accounting processes.

In addition, in April 2015, Mr. Koklonis represented to Mr. Chen that the Debtor needed to pay a critical vendor named Amphion Efthymia Ltd. (“Amphion”) to avoid serious business disruption. After discussions between Mr. Chen and a purported representative of Amphion, Mr. Chen caused the Debtor to wire \$400,000 to the Debtor’s Greek subsidiary to pay Amphion.

In late May and early June 2015, the Debtor’s Board of Directors, certain managers, restructuring legal, and financial advisors met to discuss alternatives to help the Debtor recover from its severe insolvency, including a possible restructuring or bankruptcy. While those discussions were underway a game changing event occurred: on June 4, 2015, the Debtor’s Chief Technology Officer/Head of IT informed Mr. Chen that Mr. Koklonis had been perpetrating a fraud on the investors that continues to be investigated.

The alleged fraud is that Mr. Koklonis allegedly created fake receivables, contacts and communications to trick investors into loaning the Debtor money and thwart an investigation, and then created at least one fake vendor to siphon the money that the Debtor received from investors out of the Debtor and into his own pocket.

#### **D. State Court Actions and Appointment of Mr. Meislik as Receiver**

On June 6, 2015, the other two directors of the Debtor (Mr. and Mrs. Chen) gave notice of an emergency special meeting of the Board of Directors to be held on June 7, 2015. That same day, Mr. Koklonis purported to terminate Mr. Chen as the Chief Executive Officer, remove Mr. Chen and Ms. Chen as directors, terminate several professionals retained by the Debtor and cancel the emergency meeting. Notwithstanding Mr. Koklonis’ efforts, the June 7 meeting went forward. At that meeting, among other decisions, the Board of Directors approved emergency resolutions (a) to the extent Mr. Koklonis was the Debtor’s CEO, to immediately remove him from his position at the Debtor for cause, and (b) to appoint Adam Meislik, as the Debtor’s Chief Restructuring Officer, which would place Mr. Meislik in charge of the Debtor’s operations and authorize him to take all actions necessary to protect the Debtor’s creditors and the Debtor’s assets (if any). Mr. Meislik did not attend the special meeting and did not accept an appointment in light of the competing governance efforts. Mr. and Mrs. Chen also filed suit in Los Angeles to appoint a receiver for Airfasttickets, Inc. The case was dismissed for lack of proper venue.

Concurrently, Mr. Koklonis filed a complaint in the Delaware Court of Chancery (“Chancery Court”), seeking a judicial determination that he was the sole director, Chairman of the Board of Directors, CEO, President and majority stockholder of the Debtor (the “225 Action”).

On June 19, 2015, the Chancery Court *sua sponte* appointed Mr. Meislik as custodian *pendente lite*. The Chancery Court also, in that same order, dismissed Mr. Meislik as a defendant because “[t]he petition named Adam Meislik as a defendant based on a misapprehension of the facts under which he was believed to serve as a director. He is not serving as a director and is therefore dismissed as a defendant.” At the same time, the Chancery Court suggested that Mr. Meislik be appointed as a receiver pursuant to 8 DEL. C. § 291.

On June 27, 2015, Mr. Park filed an action in the Chancery Court to appoint Mr. Meislik as receiver for the Debtor. On July 21, 2015, the Court of Chancery appointed Mr. Meislik as

receiver for the Debtor. As Receiver, Mr. Meislik promptly took over cash management and reduced the Debtor's operating expenses primarily through headcount reductions, and secondarily through curtailing third-party services and rationalizing a real property lease. Mr. Meislik reduced the Debtor's exposure to the acts of the Subsidiaries, including reducing headcount in the Greek subsidiary and hiring insolvency professionals in Greece and Germany.

The Debtor and Subsidiaries have not sold any airline tickets in 2015. While the Debtor attempted to continue operating after losing its IATA accreditation by instead using Ticket Consolidators, even those efforts were abandoned long ago.

#### **E. The Involuntary Petition and Entry of the Order for Relief**

On July 27, 2015, certain of the Debtor's creditors (the "Petitioning Creditors") filed an involuntary petition against the Debtor seeking an order for relief under chapter 7 of the Bankruptcy Code. Pursuant to the summons issued in conjunction with the involuntary petition, the Debtor had until August 21, 2015 to respond to the involuntary petition. On August 20, 2015, the Petitioning Creditors filed a stipulation with the Court extending the Debtor's time to respond to the involuntary petition, through and including September 21, 2015. On September 21, 2015, the Debtor filed an answer, consenting to the entry of an order for relief under the Bankruptcy Code. The Debtor also filed its Motion to Convert Chapter 7 Case to Chapter 11 Pursuant to 11 U.S.C. § 706(a) (the "Motion to Convert") seeking to convert the Debtor's case to one under chapter 11 of the Bankruptcy Code. The Motion to Convert was filed to accomplish the Debtor's intent to effectuate the sale at issue in this Motion under chapter 11. On October 27, 2015 the Court entered an order converting the Debtor's case to chapter 11 of the Bankruptcy Code, which included an Order for Relief.

The Debtor is managing its affairs as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code and no trustee, examiner, or committee has been appointed.

#### **F. Retention and Employment of Professionals**

During the Chapter 11 Case, the Debtor sought and obtained authority to retain and employ the following Professionals to assist in the administration of the Debtor's Chapter 11 Case: (i) Arent Fox LLP as primary bankruptcy counsel to the Debtor (employment order entered 12/2/2015); (ii) Richards, Layton & Finger, P.A. as special counsel to the Debtor (employment order entered 12/2/2015); (iii) BSW & Associates as financial advisor to the Debtor (employment order entered 12/2/2015); (iv) BMC Group, Inc. as claims and noticing agent (employment order entered 12/2/2015); (v.) Wright Ford Young & Co. as tax accountants to the Debtor (employment order entered 3/30/2016); and (vi.) U Turn Business Recovery Consultants Ltd. as Debtor's financial advisor in the country of Greece (employment order entered 5/4/2016).

#### **G. Filing of Schedules and Statements**

On November 10, 2015, the Debtor filed its schedules of assets and liabilities and statements of financial affairs [Dkt. No. 37] (collectively, the "**Schedules**").



## **H. Claims Bar Dates**

On February 25, 2016 the Bankruptcy Court entered an order establishing deadlines for filing Proofs of Claim [Dkt No. 109] (the “**Bar Date Order**”). Pursuant to the Bar Date Order, the Court set April 6, 2016 at 7:00 p.m. (prevailing Eastern Time) as the deadline for each person or entity (including without limitation, each individual, partnership, joint venture, corporation, estate, or trust) other than a governmental unit (as defined in § 101(27) of the Bankruptcy Code) (a “**Governmental Unit**”) to file a Proof of Claim in respect of a prepetition Claim against the Debtor (the “**General Bar Date**”). Additionally, the Bankruptcy Court set April 25, 2016 at 7:00 p.m. (prevailing Eastern Time) as the deadline for Governmental Units to file a Proof of Claim in respect of a prepetition Claim against the Debtor (together with the General Bar Date, the “**Bar Dates**”). Under the Plan, the Debtor also has proposed to establish the Administrative Expense Claims Bar Date for any Administrative Expense Claim as the date which is thirty (30) days after the Confirmation Date or such earlier deadline that has been or may be set by an order of the Bankruptcy Court for filing a request for allowance of Administrative Expense Claims. Professional Compensation and Reimbursement Claims shall not be subject to the Administrative Expense Claims Bar Date.

## **I. Section 363 Sale**

On October 26, 2015, the Debtor filed the *Motion (i) for Authorization to (a) Sell Substantially All of Its Property Free and Clear of All Liens, Claims, Encumbrances, and Other Interests and (b) Assume and Assign Contracts and (ii) for Approval of Procedures for Determining Cure Amounts* [Dkt No. 27] seeking an order authorizing the private sale of substantially all of the Debtor’s intellectual property and software and certain related assets to AirTourist, Inc. free and clear of all liens, claims, encumbrances for \$2.5 million. This sale was approved by the Court by order entered on November 24, 2015 [Dkt No. 65] and fully consummated shortly thereafter. This sale generated approximately \$2.5 million in cash for the Estate.

## **J. Pending Bankruptcy Court Litigation**

On or about March 14, 2016, the Debtor filed a complaint against Citibank, N.A. and Nikoalas Koklonis seeking turnover of certain property that the Debtor believes is property of the estate including but not limited to \$35,000 transferred to his Koklonis’ personal account for use as collateral as well as a \$200,000 certificate of deposit the Debtor understands was paid for with the Debtor’s funds. This adversary proceeding is pending before the Bankruptcy Court as Adv. No. 16-01040-SHL. A pre-trial conference in this matter is currently scheduled for August 3, 2016 at 10:00 a.m.

## **K. Pending Litigation in Other Courts**

In May 2016, Adam Meislik, as the Receiver for the Debtor, filed a complaint in the Supreme Court of the State of New York, County of New York; Commercial Division [Index No. 652392/2016 seeking to recover damages for mismanagement and self-dealing in violation of the fiduciary duties of due care, loyalty, and good faith against Nikolas Kokloanis, Eleni Vareli, and Frank Ferro. The Debtor maintained a Directors and Officer insurance policy with a

limit of \$10,000,000 and has tendered the claim to the insurance carrier. The actual amount of recovery cannot be reasonably estimated at this time and as a result, no amounts have been estimated as recoverable in the Chapter 7 Liquidation Analysis.

#### **L. Additional Contemplated Litigation**

The Debtor and its professionals continue to investigate and evaluate Causes of Action and other assets of the Estate to determine which litigation should be pursued before or after the Effective Date. As such, the Debtor reserves all of its rights to pursue all Causes of Action, including, without limitation, Avoidance Actions, whatsoever, whether pending or forthcoming, against the Debtor's former officers, directors, managers, employees, Existing Equity Holders, affiliates, insiders, agents, consultants, and professionals (except the Released Parties), and other litigation targets, whether or not these Entities are identified in the Plan or in this Article II of the Disclosure Statement. More specifically, the Debtor is currently investigating (a) potential claims based on actual fraud and fraudulent conveyances against Mr. Koklonis; (b) potential claims against BDO USA LLP; (c) potential claims against Ticket Consolidators; (d) potential claims against Subsidiaries; and (e) potential claims against other third parties and former employees with respect to collection of receivables. However, as the Debtor's investigation into various Causes of Action are still ongoing, the actual amount of potential recovery on account of such Causes of Action cannot be reasonably estimated at this time.

#### **M. Other Significant Motions**

The Debtor filed several Motions under Bankruptcy Rule 2004, seeking production of documents and examinations against Citibank, N.A., New York Community Bank and its subsidiary, Atlantic Bank, and PayPal, Inc. The Debtor has identified several additional targets for further discovery and examination under Bankruptcy Rule 2004 against Wells Fargo, American Express, National Bank of Greece, among other entities. The Debtor reserves all of its rights to pursue an examination of any of these Entities or any other Entity under Bankruptcy Rule 2004 before or after the Effective Date.

### **ARTICLE III**

#### **SUMMARY OF THE PLAN**

##### **A. Treatment of Claims and Interest Under the Plan**

The following table designates the Classes of Claims against and Interests in the Debtor's Estate, and specifies which of those Classes are (i) Impaired or Unimpaired by the Plan, (ii) entitled to vote to accept the Plan in accordance with § 1126 of the Bankruptcy Code, (iii) deemed to reject the Plan, or (iv) deemed to accept the Plan. A Claim or Interest is classified in a particular Class only to the extent that any such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, settled, or otherwise satisfied before the Effective Date.

<b>Class</b>	<b>Description</b>	<b>Treatment</b>	<b>Entitled to Vote</b>	<b>Estimated Range of Recovery under the Plan</b>
---	Administrative Expense Claims	Payment in full or consent to other treatment	No	100%
---	Section 502(f) Gap Period Claims	Payment in full or consent to other treatment	No	100%
---	Priority Tax Claims	Payment in full or consent to other treatment	No	100%
---	United States Trustee Fees	Payment in full or consent to other treatment	No	100%
1	Priority Non-Tax Claims	Unimpaired	Yes	100%
2-A	General Unsecured Claims	Impaired	Yes	< 1% - 4% <sup>2</sup>
2-B	General Unsecured Claim of Airfasttickets, Ltd.	Impaired	Yes	< 1% - 4% <sup>3</sup>
3	Interests	Impaired	No (deemed to reject)	0%

<sup>2</sup> The estimated recoveries on account of Claims in Class 2-A are estimates only. Actual distributions on account of such Claims may vary significantly from the stated estimates depending on, among other things, amounts actually recovered by the Liquidating Trust after the Effective Date and final resolution of Contingent Claims, Subordinated Claims, Intercompany Claims, Litigation Claims and Insured Litigation Claims. All rights of the Debtor and the Liquidating Trust with respect to the classification of Claims and Interests, estimated recoveries, and/or allowance or disallowance of Claims and Interests, are reserved in the Plan.

<sup>3</sup> The estimated recoveries on account of Claims in Class 2-B are estimates only. Actual distributions on account of such Claims may vary significantly from the stated estimates depending on, among other things, amounts actually recovered by the Liquidating Trust after the Effective Date and final resolution of Contingent Claims, Subordinated Claims, Intercompany Claims, Litigation Claims and Insured Litigation Claims. All rights of the Debtor and the Liquidating Trust with respect to the classification of Claims and Interests, estimated recoveries, and/or allowance or disallowance of Claims and Interests, are reserved in the Plan.

**B. Treatment of Unclassified Claims under the Plan**

3.1 Administrative Expense Claims.

Except to the extent that an Allowed Administrative Expense Claim is not yet due or to the extent a holder of an Allowed Administrative Expense Claim has been paid before the Effective Date or agrees to a different treatment, in full satisfaction, settlement, and release of an in exchange for each Allowed Administrative Expense Claim (excluding any Professional Compensation and Reimbursement Claim), the holder thereof shall receive Cash from the Debtor or the Liquidating Trustee, as applicable, equal to the amount of such Administrative Expense Claim on or as soon as reasonable practicable after the later of (a) the Effective Date or (b) the date on which such Administrative Expense Claim becomes Allowed by Final Order. Allowed Administrative Expense Claims not yet due and owing as of the Effective Date shall be paid by the Liquidating Trustee in the ordinary course of business, unless otherwise agreed to in writing by the Liquidating Trustee and the holder. Cash in the Administrative/Priority/Tax Claims Reserve shall be used to pay all Allowed Administrative Expense Claims.

Except as other provided herein, requests for payment of Administrative Claims must be filed and served on the Debtor and the Liquidating Trustee no later than the applicable Administrative Expense Claims Bar Date (unless previously properly filed and served in accordance with the applicable Bankruptcy Rules, Local Rules and practice). Holders of Administrative Expense Claims (other than Professional Compensation and Reimbursement Claims) that are required to, but do not, file and serve a request for payment of such Administrative Expense Claims by such date shall be forever barred, estopped and enjoined from asserting such Administrative Expense Claims against the Debtor, the Liquidating Trust or the Liquidating Trustee, or their property, and such Administrative Expense Claims shall be deemed satisfied as of the Effective Date. Objections to requests for payment of Administrative Expense Claims shall be filed no later than five (5) Business Days before the hearing on such Claims. Notwithstanding the foregoing, no request for payment of an Administrative Expense Claim need be filed with respect to (i) any Administrative Expense Claim previously Allowed by a Final Order, including any Administrative Expense Claim expressly Allowed under the Plan.

3.2 Professional Compensation and Reimbursement Claims.

All Entities seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 327, 328, 329, 330, 331, 503, or 1103 of the Bankruptcy Code (i) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is sixty (60) days after the Confirmation Date, and (ii) shall be paid in full in such amounts as are Allowed by the Bankruptcy Court (A) on the date on which the order relating to any such Professional Compensation and Reimbursement Claim is entered or (B) upon such other terms as may be mutually agreed upon between the holder of such an Professional Compensation and Reimbursement Claim and the Liquidating Trustee. Holders of Professional Compensation and Reimbursement Claims that do not file and serve such application by the required deadline shall be forever barred from asserting such Professional Compensation and Reimbursement Claims against the Debtor, its properties, or the Liquidating Trust, and such Claims shall be deemed discharged as of the Effective Date.

Objections to Professional Compensation and Reimbursement Claims shall be filed no later than five (5) Business Days before the hearing on such Claims. The Liquidating Trust is authorized to pay compensation for professional services rendered and reimbursement of expenses incurred after the Confirmation Date in the ordinary course and without the need for Bankruptcy Court approval, including the reasonable fees and expenses of professionals employed subsequent to the Effective Date by the Liquidating Trustee.

The following chart sets forth the Professional Compensation and Reimbursement Claims in this case:

<b>Airfasttickets, Inc. Schedule of Outstanding Professional Fees</b>	
<b>Professional</b>	<b>Fees Outstanding as of June 30, 2016</b>
Arent Fox	\$228,285.00
BSW & Associates	\$38,502.00
Richards, Layton & Finger	\$29,347.00
Wright Ford Young	\$250.00

### 3.3 *Priority Tax Claims.*

Except to the extent that a holder of an Allowed Priority Tax Claim has not been paid by the Debtor before the Effective Date, each holder of an Allowed Priority Tax Claim shall receive, on account of and in full and complete settlement, release, and discharge of, and in exchange for, such Allowed Priority Tax Claim, one of the following treatments: (i) Cash in an amount equal to such Allowed Priority Tax Claim on the later of the Effective Date and the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as practicable, (ii) in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, equal semi-annual Cash payments in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at a fixed annual rate equal to the statutory rate, over a period ending not later than five (5) years after the Petition Date, (iii) upon such other terms determined by the Bankruptcy Court to provide the holder of such Allowed Priority Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim, or (iv) upon such other terms as may be agreed to by the Liquidating Trustee and the holder of such Allowed Priority Tax Claim.

The following chart sets forth the Priority Tax Claims in this case:

<b>Airfasttickets, Inc. Schedule of Projected Priority Tax Claims</b>				
<b>Class</b>	<b>Claimant</b>	<b>Amount of Filed Proof of Claim</b>	<b>Amount of Debtor's Estimated Claim</b>	

	Internal Revenue Service	\$60,492.18	\$0.00	The claim (Docket No. 15) is an estimate for FICA taxes from 10/27/15 to 12/31/15. The Debtor filed its payroll tax returns through 11/30/15 and paid the resulting obligation (post-petition). The Debtor does not believe it owes the amount as set forth in the proof of claim. The Debtor anticipated that the IRS will be amending their proof of claim to reflect zero liability on account of this claim.
	Internal Revenue Service, Dept of the Treasury, 296 Broadway, New York, NY 10007	\$5,055.65	\$0.00	The claim (Docket No. 14) includes \$1,000 for a penalty for the Debtor not filing its 2014 tax return and unassessed amounts for projected FUTA taxes for 12/31/15. The Debtor filed its payroll tax returns, then paid such taxes for the period ended 12/31/15. As a result, the Debtor does not believe it owes the priority claim as set forth in the proof of claim. The Debtor anticipated that the IRS will be amending their proof of claim to reflect zero liability on account of this claim.
	NYC Department of Finance, Attn: Bankruptcy Unit, Tax Audit & Enforcement Division, 345 Adams Street, 10th Floor, Brooklyn, NY 11201	\$31,007.61	\$31,007.61	
	NYC Commercial Rent Tax NYC Dept of Finance Corr. Unit One Centre Street, 22nd Floor New York, NY 10007	\$3,659.85	\$3,659.85	
	Delaware Franchise Tax The Delaware Department of State Division of Corporations PO Box 898, Dover, DE 19903	\$52,941.18	TBD	The claim is under review by the Debtor.

### 3.4 *United States Trustee Fees*

All fees payable pursuant to § 1930 of title 28 of the United States Code and any applicable interest thereon that are due and payable as of the Effective Date shall be paid on the Effective Date or as soon thereafter as is reasonably practicable. All such fees and any applicable interest thereon that become due and payable after the Effective Date shall be paid by the Liquidating Trustee with funds from the Liquidating Trust Assets when such fees become due and payable. All such fees and any applicable interest thereon shall continue to become due and payable until the entry of a final decree closing the Chapter 11 Case or conversion or dismissal of the Chapter 11 Case, whichever is earlier.

## **C. Treatment of Classified Claims and Interests Under the Plan**

### 3.1 *Priority Non-Tax Claims (Class 1).*

Except to the extent that a holder of an Allowed Priority Non-Tax Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed Priority Non-Tax Claim has not been paid in full before the Effective Date, each such holder shall receive, in full satisfaction of such Allowed Priority Non-Tax Claim, Cash in an amount equal to such Allowed Priority Non-Tax Claim, on or as soon as reasonably practicable after the later of (i) the Effective Date; (ii) the date the Priority Non-Tax Claim becomes an Allowed Claim; or (iii) the date for payment provided by any agreement or arrangement between the Debtor or the Liquidating Trustee, as the case may be, and the holder of the Allowed Priority Non-Tax Claim.

The Debtor estimates that the aggregate amount of Allowed Priority Non-Tax Claims does not exceed \$186,146.<sup>4</sup> Class 1 is not impaired and is not entitled to vote to accept or reject the Plan.

### 3.2 *General Unsecured Claims (Class 2-A).*

Except to the extent that a holder of an Allowed General Unsecured Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed General Unsecured Claim has not been paid in full before the Effective Date, in full and final satisfaction, settlement, release, and discharge of each Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive, on a distribution date, its Pro Rata Share of the Net Available Cash from the Liquidating Trust, after full and final satisfaction of or release of all Administrative Expense Claims, Professional Compensation and Reimbursement Claims, Priority Tax Claims, and Class 1 Priority Non-Tax Claims, in accordance with the terms of the Plan and the Liquidating Trust Agreement, as full and complete satisfaction of such holder's Claims against the Liquidating Trust. The Liquidating Trust shall make subsequent distributions to holders of Disputed General Unsecured Claims as of the Distribution Record Date whose

---

<sup>4</sup> The amount of Priority Non-Tax Claims filed currently is approximately \$186,146 and based on the amounts set forth in the Debtor's Schedules. However, the Debtor is in the process of evaluating these claims and believes that the amount will be significantly reduced after the appropriate objections are filed.

Claims are subsequently Allowed in accordance with the terms of the Plan and the Liquidating Trust Agreement.

The Debtor estimates that the aggregate amount of Allowed General Unsecured Claims will be approximately \$38,319,472 based on the Debtor's Schedules.<sup>5</sup>

Class 2-A is Impaired and is entitled to vote to accept or reject the Plan. Any recovery under the Plan to Holders of Allowed General Unsecured Claims is contingent upon the continued investigative efforts of the Debtor and any recoveries by the Liquidating Trust on account of the Causes of Action transferred to the Liquidating Trust. It is impossible to estimate at this time the amount, if any, of recoveries by the Liquidating Trust.

### 3.3 *General Unsecured Claim of Airfasttickets Ltd.(Class 2-B).*

Except to the extent that Airfasttickets, Ltd. has agreed to a less favorable treatment of its Claim, and only to the extent that any Allowed General Unsecured Claim of Airfasttickets, Ltd. has not been paid in full before the Effective Date, in full and final satisfaction, settlement, release, and discharge of each Allowed General Unsecured Claim of Airfasttickets, Ltd., Airfasttickets, Ltd. shall receive, on a distribution date, its Pro Rata Share of the Net Available Cash from the Liquidating Trust, after full and final satisfaction of or release of all Administrative Expense Claims, Professional Compensation and Reimbursement Claims, Priority Tax Claims, and Class 1 Priority Non-Tax Claims, in accordance with the terms of the Plan and the Liquidating Trust Agreement, as full and complete satisfaction of Airfasttickets, Ltd.'s Claims against the Liquidating Trust. The Liquidating Trust shall make subsequent distributions to Airfasttickets, Ltd. of any of its Disputed General Unsecured Claims as of the Distribution Record Date when such Claims are subsequently Allowed in accordance with the terms of the Plan and the Liquidating Trust Agreement.

The Debtor estimates that Airfasttickets, Ltd.'s General Unsecured Claim is approximately \$55,876,330.22 based on the Proof of Claim asserted against the Estate by Airfasttickets, Ltd. Airfasttickets, Ltd.'s is being evaluated by the Debtor and requests for additional information concerning such claim and supporting documentation have been made to counsel for Airfasttickets, Ltd.

Class 2-B is Impaired and is entitled to vote to accept or reject the Plan. Any recovery under the Plan to Holders of Allowed General Unsecured Claims is contingent upon the

---

<sup>5</sup> This approximation of Allowed General Unsecured Claims necessarily contains an estimate of the amount of General Unsecured Claims which will ultimately become Allowed Claims. This estimate is based solely upon the Debtor's review of its books and records and the Debtor's estimates as to additional General Unsecured Claims that have been or may be filed in this Chapter 11 Case. See Schedule 1 attached hereto, Schedule of Creditor Claims Scheduled by Debtor & Filed by Claimant (containing, among other things, alleged unsecured claims of the Debtor's two insiders: Airfasttickets, Ltd.'s General Unsecured Claim in the amount of \$55,876,330.22 and Nikolas Koklonis's General Unsecured Claim in the amount of \$45,902,999.96). The review and reconciliation of Claims is ongoing as of the date hereof. No order or finding has been entered by the Bankruptcy Court or any other court estimating or otherwise fixing the amount of General Unsecured Claims at this approximated amount. The Debtor reserves all rights to object to the creditors' Claims, including alleged Claims of Airfasttickets, Ltd. and Nikolas Koklonis.



continued investigative efforts of the Debtor and any recoveries by the Liquidating Trust on account of the Causes of Action transferred to the Liquidating Trust. It is impossible to estimate at this time the amount, if any, of recoveries by the Liquidating Trust.

### 3.4 *Existing Equity Interests (Class 3)*

On the Effective Date, all Existing Equity Interests shall be cancelled. As such, Class 3 Holders of Allowed Existing Equity Interests shall receive nothing under the Plan. Class 3 is Impaired and is deemed to reject the Plan.

## ARTICLE IV

### VOTING PROCEDURES AND REQUIREMENTS

Please refer to information provided with the ballot in the Solicitation Package sent to you by the Solicitation Agent for further detailed voting instructions. Only Impaired Classes of Claims are entitled to vote to accept or reject the Plan. Please refer to Section 3 of the Plan and Article IV of the Disclosure Statement for estimated recovery for Impaired Classes. If the Claim or Claims you hold are not in one of those Impaired Classes, you are not entitled to vote on the Plan and thus you will not receive a ballot from the Solicitation Agent. Holders of Claims that are entitled to vote should read the ballot provided by the Solicitation Agent and follow the accompanying instructions carefully.

**IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT BY TELEPHONE AT (888) 909-0100 OR BY EMAIL AT [airfasttickets@bmcgroup.com](mailto:airfasttickets@bmcgroup.com) (PLEASE REFERENCE "AIRFASTTICKETS" IN THE SUBJECT LINE OF YOUR EMAIL)**

#### **A. Vote Required for Acceptance by a Class**

A Class of Claims entitled to vote to accept or reject the Plan shall be deemed to accept the Plan if the Holders of Claims in such voting Class that hold at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Claims that vote in such Class vote to accept the Plan. A Class of Interests is deemed to accept the Plan if the Plan has been accepted by Holders of at least 2/3 of the amount of the Allowed Interests held by Holders of such Interests in who vote in such Class.

#### **B. Impaired Class of Claims Entitled to Vote**

Pursuant to § 1126 of the Bankruptcy Code, each Impaired Class of Claims or Interests that will receive a Distribution pursuant to the Plan may vote separately to accept or reject the Plan. Each Holder of an Allowed Claim in such an Impaired Class as of the Voting Record Date shall receive a ballot and may cast a vote to accept or reject the Plan.

Class 3 is not entitled to receive or retain any Distributions or property under the Plan and is, therefore, conclusively presumed to have rejected the Plan pursuant to § 1126(g) of the Bankruptcy Code. Classes 2-A and 2-B are Impaired and are the only Classes of Claims or Interests entitled to vote on the Plan.

**C. Claims and Interests Not Entitled to Vote**

A Holder of a Claim is not entitled to vote on account of such Claim if, as of the Voting Record Date, the Claim (a) has been disallowed, (b) is the subject of a pending objection, or (c) (i) was not listed on the Debtor’s Schedules or was listed on the Debtor’s Schedules as unliquidated, contingent or disputed, and (ii) a Proof of Claim was not filed or was filed for an unliquidated, contingent or disputed Claim, unless on or before the Voting Record Date the Bankruptcy Court enters a Final Order directing otherwise. However, if a Claim is disallowed in part, the Holder shall be entitled to vote the Allowed portion of the Claim. Insiders are entitled to vote on the Plan subject to and in accordance with the Bankruptcy Code.

**D. Voting Procedures**

The Solicitation Agent will facilitate the solicitation and voting process. If you have any questions regarding voting procedures or your eligibility to vote to accept or reject the Plan, or if you need additional copies of documents included in the Solicitation Package, please contact the Solicitation Agent at (i) by first class mail, BMC Group, Inc., Attn: Airfasttickets, Inc., P.O. Box 90100, Los Angeles, CA 90009; (ii) by email at [airfasttickets@bmcgroup.com](mailto:airfasttickets@bmcgroup.com) (please reference “Airfasttickets” in the subject line of your email); or (iii) by telephone at **(888) 909-0100**.

Ballots must be returned by only one of the following methods: (i) via first class mail as set forth below; or (ii) via hand delivery or overnight courier as set forth below.

IF BY REGULAR/USPS EXPRESS MAIL	IF BY HAND DELIVERY OR OVERNIGHT COURIER (FEDEX OR UPS)
BMC Group, Inc. Attn: AirFastTickets, Inc. P.O. Box 90100 Los Angeles, CA 90009	BMC Group, Inc. Attn: AirFastTickets, Inc. 3732 West 120th Street Hawthorne, CA 90250

**BALLOTS CAST BY HOLDERS OF CLAIMS AND/OR INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT AT THE ABOVE ADDRESS BY THE VOTING DEADLINE. THE DEBTOR RESERVES THE RIGHT TO DECIDE WHETHER OR NOT TO COUNT BALLOTS RECEIVED BY THE SOLICITATION AGENT AFTER THE VOTING DEADLINE.**

Please note that if the instructions on your ballot require you to return the ballot to your agent, financial institution, broker, or other nominee, or to their agent, you must deliver your ballot to the relevant party in sufficient time for the designated party to process the ballot and return it to the Solicitation Agent before the Voting Deadline. If a ballot is damaged or lost, you may contact the Solicitation Agent to request another ballot. Any ballot received by the Solicitation Agent that does not indicate an acceptance or rejection of the Plan will not be counted.

#### **E. Cramdown**

In the event that any Impaired Class of Claims does not accept the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtor if, as to each such Impaired Class or Classes, the Plan “does not discriminate unfairly” and is “fair and equitable.” The Debtor intends to invoke the cramdown provisions of § 1129(b) of the Bankruptcy Code as to any Impaired Class that does not accept the Plan. In the event one or more Classes does not accept the Plan, the Bankruptcy Court will determine at the Plan Confirmation Hearing whether the Plan is fair and equitable and does not discriminate unfairly against any such Impaired Classes of Claims.

### **ARTICLE V**

#### **MEANS FOR IMPLEMENTATION OF THE PLAN**

##### **A. Creation of the Liquidating Trust and Appointment of Liquidating Trust and the Liquidating Trustee.**

(a) The Liquidating Trust Agreement shall govern the rights and responsibilities of the Liquidating Trustee, who shall be (i) selected by the Debtor and (ii) identified either in the Liquidating Trust Agreement or by no later than the Confirmation Hearing.

(b) The salient terms of the Liquidating Trustee’s employment, including the Liquidating Trustee’s duties and compensation, shall be set forth in the Liquidating Trust Agreement and shall be consistent with that of similar functionaries in similar types of bankruptcy proceedings.

(c) On the Effective Date, (i) the authority, power, and incumbency of the persons who are or were acting as directors and officers of the Debtor shall be terminated and such directors and officers shall be deemed to have resigned, (ii) Adam Meislik, as the duly appointed receiver of Airfasttickets, Inc. by the Court of Chancery of the State of Delaware under Order dated July 21, 2015, shall be terminated and shall be deemed to have resigned, without further order of the Bankruptcy Court or the Court of Chancery of the State of Delaware, (iii) the Liquidating Trustee shall have the powers of an officer of the Debtor, and (iv) the Debtor after the Effective Date is authorized to be (and, by the conclusion of the winding up of its affairs, shall be) dissolved by the Liquidating Trustee.

(d) On the Effective Date, the Debtor shall assign and transfer absolutely and unconditionally to the Liquidating Trust, on behalf of the Debtor and the Estate, all assets of the Debtor and the Estate, including, without limitation, Cash, Causes of Action and Avoidance Actions.

(e) In the event the Liquidating Trustee dies, is terminated, or resigns for any reason, or is terminated for cause, a successor shall be designated as set forth in the Liquidating Trust Agreement.

(f) The Liquidating Trust Advisory Board shall have the rights and duties as set forth in the Liquidating Trust Agreement.

(g) The Liquidating Trustee shall carry out the duties set forth in Section 5.4 of the Plan and in the Liquidating Trust Agreement. The fees and expenses of the Liquidating Trustee will be paid in accordance with the Liquidating Trust Agreement and the Liquidating Trustee shall be authorized to retain professionals necessary to carry out its duties and to compensate such professionals in accordance with the Liquidating Trust Agreement.

(h) For federal income tax purposes, it is intended that the Liquidating Trust be classified as a liquidating trust under Treasury Regulation section 301.7701-4 and that such trust be owned by its beneficiaries. Accordingly, for federal income tax purposes, it is intended that the beneficiaries be treated as if they had received a distribution of an undivided interest in the Liquidating Trust Assets and then contributed such interests to the Liquidating Trust. The Liquidating Trust Agreement shall (i) state that the primary purpose of the Liquidating Trust is to liquidate the Liquidating Trust Assets with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, its liquidating purpose and (ii) contain a fixed or determinable termination date that is not more than ten (10) years from the date of creation of the Liquidating Trust, which termination date may be extended for one or more finite terms subject to the approval of the Bankruptcy Court upon a finding that the extension is necessary to its liquidating purpose. Each such extension must be approved by the Bankruptcy Court within six (6) months of the beginning of the extended term.

(i) The Liquidating Trustee shall be responsible for filing all federal, state and local tax returns for the Liquidating Trust. The Liquidating Trustee shall file all federal tax returns for the Liquidating Trust as a grantor trust under Treasury Regulation section 1.671-4 unless otherwise required by applicable law. The Liquidating Trustee also will annually send to each Liquidating Trust beneficiary a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for U.S. federal income tax purposes and will instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holder's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns. The Liquidating Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the Liquidating Trust that is required by any Governmental Unit.

(j) As soon as practical after the Effective Date and to the extent reasonably possible, the Liquidating Trustee shall estimate the fair market value, as of the Effective Date, of all other Liquidating Trust Assets, and shall make all such values available from time to time, to

the extent relevant, and such values shall be used consistently by all parties to the Liquidating Trust (including, without limitation, the Debtor, the Liquidating Trustee, and Liquidating Trust beneficiaries) for all United States federal income tax purposes.

(k) Allocations of Liquidating Trust taxable income among the Liquidating Trust beneficiaries shall be determined by reference to the manner in which an amount of cash representing such taxable income would be distributed (were such cash permitted to be distributed at such time) if, immediately before such deemed distribution, the Liquidating Trust had distributed all its assets (valued at their tax book value) to the holders of the Liquidating Trust beneficiaries, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Liquidating Trust. Similarly, taxable loss of the Liquidating Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Liquidating Trust Assets. The tax book value of the Liquidating Trust Assets for purpose of this paragraph shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Tax Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

(l) Interests in the Liquidating Trust shall be non-transferrable and any such transfer shall be disregarded by the Liquidating Trustee, except with respect to a transfer by will or under laws of descent and distribution; provided, however, such transfer will not be effective until and unless the Liquidating Trustee receives written notice of such transfer under the law of descent and distribution.

## **B. Duties and Powers of the Liquidating Trustee.**

(a) General Authority. The Liquidating Trustee, together with its representatives and professionals, shall administer the Plan. In such capacity, the powers of the Liquidating Trustee, set forth more fully in the Liquidating Trust Agreement, shall include any and all powers necessary to implement the Plan and to administer and distribute the assets and wind up the business and affairs of the Debtor, including, without limitation, (i) overseeing the Claims resolution, distribution, and objection process (including, without limitation, the ability to object to, seek to subordinate, compromise, or settle any or all Claims against the Debtor or the Estate, other than Claims that are Allowed under the Plan), (ii) evaluating and, if appropriate, commencing, prosecuting, and continuing to pursue on behalf of the Debtor's Estate the Avoidance Actions and other Causes of Action, (iii) winding down the affairs of the Debtor, including through the sale or abandonment of the Estate's remaining assets which shall be transferred to the Liquidating Trust, (iv) dissolving the Debtor at the appropriate time post-confirmation, (v) maintaining books and records, and (vi) investing and managing Cash of the Liquidating Trust.

(b) Tax Obligations. The Liquidating Trustee shall be further authorized to (i) administer and pay any domestic and foreign taxes, including filing domestic and foreign tax returns for the Debtor and the Liquidating Trust, as applicable, (ii) request an expedited determination of any unpaid tax liability of the Debtor or the Estate under section 505 of the Bankruptcy Code for all taxable periods of the Debtor through the liquidation of the Debtor as determined under applicable tax laws, and (iii) represent the interest and account of the Debtor or

the Estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding, or audit.

**C. Dissolution of the Debtor After the Effective Date.**

The Debtor shall be dissolved as soon as practicable after the Effective Date. The Liquidating Trustee shall cause to be filed with the State of Delaware and any other governmental authority such certificate of dissolution or cancellation and other certificates or documents as may be or become necessary to implement the termination of the legal existence of the Debtor after the Effective Date.

**D. Method of Distributions Under the Plan.**

(a) All distributions to holders of Allowed Claims and Existing Equity Interests in the Debtor shall be made by the Liquidating Trustee in accordance with the terms of the Plan and the Liquidating Trust Agreement.

(b) As Claims become Allowed and to the extent of Available Cash, the Liquidating Trustee shall pay the holders of such Allowed Claims in Cash as provided hereunder.

(c) At reasonable periodic intervals determined by the Liquidating Trustee, in its sole discretion, the Liquidating Trustee shall make payments to holders of Allowed Claims in accordance with the Plan, but in no event shall the first distribution occur later than the Initial Distribution Date. The Liquidating Trustee shall maintain Net Available Cash sufficient to pay holders of Class 2-A and Class 2-B Claims in the amount such holders would be entitled to receive under the Plan if such Claims were to become Allowed General Unsecured Claims. Upon completion of all duties of the Liquidating Trustee, and after the satisfaction of all outstanding obligations of the Liquidating Trust, all Net Available Cash at such time, if any, shall be distributed in accordance with the Plan.

(d) Notwithstanding anything in this Plan or the Disclosure Statement to the contrary, the Liquidating Trustee shall have the authority to object to the allowance or payment of any Disputed Claims on any grounds in accordance with the procedures set forth herein; provided, however, that the Liquidating Trustee shall make distributions in accordance with the Plan with respect to the undisputed portion of any Allowed Priority Non-Tax Claim, Allowed General Unsecured Claim, or Allowed General Unsecured Claim of Airfasttickets, Ltd.

**E. Closing of the Debtor's Chapter 11 Case.**

When all Disputed Claims have become Allowed Claims or have been disallowed by Final Order, the Liquidating Trustee may seek authority from the Bankruptcy Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules. However, the Liquidating Trustee in his business judgment may also determine that the Chapter 11 Case should remain open and pending before the Bankruptcy Court for any reason (including to facilitate discovery by way of Rule 2004 motion(s) or to pursue any Causes of Actions, including without limitation any Cause of Action on account of pending or forthcoming adversary proceedings).

**F. Cancellation of Existing Agreements.**

Except (a) as otherwise expressly provided in the Plan, (b) with respect to executory contracts or unexpired leases that have been assumed and assigned by the Debtor, (c) for purposes of evidencing a right to distributions under the Plan, or (d) with respect to any Claim that is reinstated and rendered unimpaired under the Plan (if any), on the date of closing of the Chapter 11 Case in accordance with the Plan, all instruments evidencing any Claims against the Debtor, including, without limitation, existing agreements and other contracts, shall be deemed automatically cancelled without further act or action under any applicable agreement, contract, law, regulation, order, or rule and the obligations of the Debtor thereunder shall be discharged under the Plan.

**G. Cancellation of Liens.**

Except as otherwise provided for pursuant to the Plan, upon the occurrence of the Effective Date, any Lien securing any Secured Claim shall be deemed released, and the holder of such Secured Claim shall be authorized and directed to release any Collateral or other property of any Debtor (including any cash Collateral) held by such holder and to take such actions as may be requested by the Debtor or the Liquidating Trustee to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases.

**H. Compromise of Controversies.**

In consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims and controversies resolved under the Plan, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under Bankruptcy Rule 9019.

**ARTICLE VI**

**PROVISIONS GOVERNING VOTING AND DISTRIBUTIONS UNDER THE PLAN**

**A. Voting.**

Each holder of an Allowed Claim or Interest in an impaired class of Claims or Interests that is entitled to vote on the Plan under Articles III and IV of the Plan shall be entitled to vote separately to accept or reject the Plan, as provided in an order of the Bankruptcy Court establishing procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan or any other order of the Bankruptcy Court.

**B. Disbursing Agent**

All Distributions under the Plan shall be made by the Debtor or the Liquidating Trustee, or their named successor or assign, as Disbursing Agent, on or after the Effective Date or as otherwise provided in the Plan. For the avoidance of doubt, (i) the Debtor shall act as Disbursing Agent with respect to all Effective Date Distributions, and (ii) the Liquidating Trustee, or such other entity designated by the Liquidating Trustee, shall act as Disbursing Agent

with respect to all Distributions after the Effective Date. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court, and, in the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Disbursing Agent.

The Disbursing Agent may (i) effect all actions and execute all agreements, instruments, and other documents necessary to carry out the provisions of the Plan; (ii) make all Distributions contemplated hereby; and (iii) perform such other duties as may be required of the Disbursing Agent pursuant to the Plan.

**C. Distributions on Allowed General Unsecured Claims.**

All Allowed General Unsecured Claims in a single Class held by a single creditor shall be aggregated and treated as a single Claim. At the written request of the Disbursing Agent, any creditor holding multiple Claims shall provide to the Liquidating Trustee, as the case may be, a single address to which any distributions shall be sent.

**D. Date of Distributions.**

Except as otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the Effective Date or as soon thereafter as is reasonably practicable. Whenever any distribution to be made under this Plan shall be due on a day other than a Business Day, such distribution shall instead be made, without interest, on the immediately succeeding Business Day and shall be deemed to have been made on the date due.

**E. Delivery of Distributions.**

(a) Last Known Address. Subject to the provisions of Bankruptcy Rule 9010, distributions and deliveries to holders of Allowed Claims or Existing Equity Interests shall be made at the address of such holders as set forth on the Schedules filed with the Bankruptcy Court unless superseded by the address set forth on proofs of claim filed by such holders, or at the last known address of such holders if no proof of claim is filed or if the Debtor or the Liquidating Trustee have been notified in writing of a change of address.

(b) Undeliverable Distributions. In the event that any distribution to any holder of a Claim or Existing Equity Interest is returned to the Liquidating Trustee as undeliverable, no further distributions shall be made to such holder unless and until the Liquidating Trustee is notified, in writing, of such holder's then-current address. Undeliverable distributions shall remain in the possession of the Liquidating Trustee until such time as a distribution becomes deliverable; provided, however, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days from the Distribution Date. After such date, all unclaimed property or interest in property shall become Net Available Cash for distribution under the terms of the Plan, and the Claim of any other holder to such property or interest in property shall be discharged and forever barred, notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary. All Entities ultimately receiving undeliverable Cash shall not be entitled to any interest or other accruals of any kind. Nothing contained in the Plan shall require the Liquidating



Trustee to attempt to locate any holder of an Allowed Claim. The proceeds from undeliverable distributions shall be retained by the Liquidating Trust and then distributed to other creditors on account of their Allowed Claims.

**F. Time Bar to Cash Payments; Unclaimed Distributions.**

Checks issued by the Liquidating Trust on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days from and after the date of issuance thereof. Requests for re-issuance of any check shall be made directly to the Liquidating Trustee by the holder of the Allowed Claim with respect to which such check originally was issued. All distributions under the Plan that are unclaimed for a period of six (6) months after distribution thereof shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and any entitlement of any holder of any Claims to such distributions shall be extinguished and forever barred. Subject to the conditions set forth in the Plan, any distributions that remain unclaimed after the expiration of the six (6) month period set forth in the immediately preceding sentence shall be redistributed to holders of Claims or Interests under the terms of the Plan.

**G. Distribution Record Date.**

With respect to holders of all Claims, on the Distribution Record Date, the Claims register shall be closed and any transfer of any Claim thereafter shall be prohibited. The Debtor or the Liquidating Trustee, as applicable, shall have no obligation to recognize any transfer of any such Claims occurring after the close of business after such date.

**H. Manner of Payment under the Plan.**

Unless otherwise specified herein or unless the Entity receiving a payment agrees otherwise, any payment in Cash to be made by the Liquidating Trustee shall be made, at the election of the Liquidating Trustee, by check drawn on a domestic bank or by wire transfer from a domestic bank; provided, however, that for administrative convenience, the Liquidating Trustee shall not be required to make distributions in an amount less than One Hundred Dollars (\$100.00).

**I. Distributions After Effective Date.**

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

**J. Setoffs and Recoupment.**

Other than with respect to Claims Allowed hereunder, the Debtor may, but shall not be required to, setoff against or recoup from any Claim and the payments to be made under the Plan in respect of such Claim any Claims of any nature whatsoever that the Debtor may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor of any such Claim it may have against such claimant.

**K. Allocation of Plan Distributions Between Principal and Interest.**

To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

**ARTICLE VII**

**PROVISION FOR TREATMENT OF DISPUTED CLAIMS UNDER THE PLAN**

**A. Objections to Claims; Filing of Late Claims.**

(a) As of the Effective Date, objections to, and requests for estimation of, Claims against the Debtor may be interposed and prosecuted only by the Liquidating Trustee. Such objections and requests for estimation shall be served on the respective claimant and filed with the Bankruptcy Court on or before the latest of: (i) the later of one hundred and eighty (180) days after the Effective Date or sixty (60) days after the date on which such Claim was filed (provided that any Claims filed after the Effective Date shall be deemed null and void and no further action shall be required by the Debtor in respect thereof) or (ii) such later date as may be fixed by the Bankruptcy Court.

(b) Except for timely-filed damage claims arising from the rejection of executory contracts and unexpired leases rejected pursuant to Section 8.1 of the Plan, any holder of a Claim or Interest shall be barred from filing a proof of claim after the Confirmation Date without first seeking and obtaining leave from the Bankruptcy Court to do so after notice to the Liquidating Trustee and a hearing on notice.

**B. No Distributions Pending Allowance.**

Notwithstanding any other provision hereof, if any portion of a Claim is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes Allowed.

**C. Distributions After Allowance.**

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions, if any, shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court Allowing any Disputed Claim becomes a Final Order (which date may be, at the option of the Liquidating Trustee, the next Distribution Date to holders of Allowed General Unsecured Claims), the Liquidating Trustee will provide to the holder of such Allowed Claim the distribution to which such holder is entitled under the Plan.

**D. Resolution of Claims.**

On and after the Effective Date, the Liquidating Trustee shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections to Claims and to compromise, settle, or otherwise resolve any Disputed Claims without approval of the Bankruptcy Court.

**E. Estimation of Claims.**

The Debtor or the Liquidating Trustee may at any time request that the Bankruptcy Court estimate any Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether any of the Debtor or the Liquidating Trustee previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection (for the avoidance of doubt, however, to the extent a Claim has been Allowed by a Bankruptcy Court order, such Claim is no longer subject to estimation), and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtor or the Liquidating Trustee may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

**F. Postpetition Interest on Claims.**

Except as may be otherwise expressly provided in the Plan, postpetition interest shall not accrue or be paid on any Claims against the Debtor, and no Holder of any such Claim against the Debtor shall be entitled to payment or Distributions on account of interest accruing on or after the Petition Date.

**ARTICLE VIII**

**EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**A. Rejection of Any Remaining Executory Contracts and Unexpired Leases.**

Under sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtor and any Entity shall be deemed rejected by the Debtor as of the Effective Date, except for any executory contract or unexpired lease (a) that has been rejected by a Final Order of the Bankruptcy Court before the Effective Date, (b) that has been assumed or assumed and assigned under a Final Order of the Bankruptcy Court, including the Sale Order, before the Effective Date, (c) as to which a motion for approval of the assumption or assumption and assignment of such executory contract or unexpired lease has been filed and served before the Confirmation Date, or (d) that is listed by the Debtor in the Liquidating Trust Agreement. With respect to those executory contracts and unexpired leases set

forth in the Liquidating Trust Agreement, the period for the assumption, assumption and assignment, or rejection of such executory contracts and unexpired leases shall be extended until the date of closing of the Chapter 11 Case.

**B. Approval of Rejection of Executory Contracts and Unexpired Leases.**

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute the approval by the Bankruptcy Court, under sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption or rejection of the executory contracts and unexpired leases as of the Effective Date that are assumed or rejected under Section 8.1 of the Plan.

**C. Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan.**

Claims arising out of the rejection of an executory contract or unexpired lease under Section 8.1 of the Plan must be filed with the Bankruptcy Court and served upon the Debtor (or, on and after the Effective Date, upon the Liquidating Trustee) no later than thirty (30) days after the later of (i) notice of entry of an order approving the rejection of such executory contract or unexpired lease and (ii) notice of entry of the Confirmation Order. All such Claims not filed within such time will be forever barred from assertion against the Debtor, its Estate, or Liquidating Trust.

**D. Insurance Policies.**

Unless specifically assumed or rejected by order of the Bankruptcy Court, or unless listed in the Liquidating Trust Agreement as set forth in Section 8.1 of the Plan, all of the Debtor's insurance policies and any agreements, documents, or instruments relating thereto, are treated as executory contracts under the Plan and shall be rejected in accordance with Section 8.1 of the Plan. Nothing contained in this section shall constitute or be deemed a waiver of the right to assert and collect on claims relating to the period before the Effective Date or any Cause of Action that the Debtor may hold against any Entity, including, without limitation, the insurer, under any of the Debtor's policies of insurance, and all such rights and Causes of Action shall be assigned and shall vest in the Liquidating Trust on the Effective Date. For the avoidance of any doubt, nothing herein shall affect the rights or ability of the Debtor and its Estate, or the Liquidating Trustee, as successor in interest of the Debtor and its Estate, to assert, prosecute, or settle, by litigation or otherwise, any Causes of Action of the Debtor and its Estate covered, or the availability of coverage, under of the Debtor's insurance policies, and any agreements, documents, or instruments relating thereto, and all rights under the Debtor's insurance policies, and any agreements, documents, or instruments relating thereto shall be preserved and shall vest with the Liquidating Trust and shall remain in full force and effect after the Effective Date for the term thereof. Further, for the avoidance of any doubt, the Liquidating Trustee may assert, prosecute, or settle Causes of Action under any of the Debtor's director and officer liability, employment practices, liability, or fiduciary liability insurance policies, as an insolvency trustee, receiver, examiner, liquidator, or similar official, as those terms are used in the polices.

## ARTICLE IX

### CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVE DATE

#### A. Conditions Precedent to Confirmation.

The occurrence of the Confirmation Date is subject to satisfaction of the following conditions precedent:

(a) Entry of the Disclosure Statement Order. The Clerk of the Bankruptcy Court shall have entered the Disclosure Statement Order in form and substance acceptable to the Plan Proponent, the effectiveness of which shall not have been stayed fourteen (14) days following the entry thereof.

(b) Proposed Confirmation Order. The proposed Confirmation Order shall be in form and substance acceptable to the Plan Proponent.

(c) Plan Documents. All Plan Documents shall be in form and substance acceptable to the Plan Proponent.

(d) Absence of Adverse Action. The absence of any pending or threatened action by any Governmental Unit or Entity or any law that has the effect of or actually does prevent consummation of any material transaction under the Plan.

#### B. Conditions Precedent to Effective Date.

The occurrence of the Effective Date and the substantial consummation of the Plan are subject to satisfaction of the following conditions precedent:

(a) Entry of the Confirmation Order. The Clerk of the Bankruptcy Court shall have entered the Confirmation Order in form and substance acceptable to the Plan Proponent, the effectiveness of which shall not have been stayed within fourteen (14) days following the entry thereof, and the Confirmation Order shall be a Final Order.

(b) Consents Obtained. The Debtor shall have received all authorizations, consents, legal and regulatory approvals, rulings, letters, no-action letters, opinions, or documents that are necessary to implement and consummate the Plan and that are required by law, regulation, or order.

(c) Satisfaction of Conditions in Plan. The Debtor shall have satisfied all other conditions set forth in the Plan.

(d) Liquidating Trust Assets. The Liquidating Trust Assets shall have been transferred to the Liquidating Trust under the Plan and the Liquidating Trust Agreement.

(e) Execution of Documents; Other Actions. All other actions and documents necessary to implement the Plan shall have been effected or executed.

**C. Waiver of Conditions.**

The Debtor may, to the extent not prohibited by applicable law, waive one or more of the conditions precedent to the Effective Date set forth in Section 9.2 of the Plan without notice to any party in interest or the Bankruptcy Court and without a hearing.

**D. Satisfaction of Conditions.**

Except as expressly provided or permitted in the Plan, any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred before the taking of any other such action. If one or more of the conditions specified in Section 9.1 and 9.2 of the Plan have not occurred or otherwise been waived under Section 9.3 of the Plan within 120 days after the Confirmation Date, which period may be extended by the Debtor, then (a) the Confirmation Order shall be vacated, (b) no distributions under the Plan shall be made; (c) the Debtor and all holders of Claims and Interests shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred, and (d) the Debtor's obligations with respect to Claims and Interests shall remain unchanged and nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Interests by or against the Debtor or any other person or to prejudice in any manner the rights of the Debtor or any Entity in any further proceedings involving the Debtor.

**ARTICLE X**

**EFFECT OF CONFIRMATION**

**A. Vesting of Assets.**

On the Effective Date, under sections 1141(b) and (c) of the Bankruptcy Code, all Liquidating Trust Assets shall vest in the Liquidating Trust, subject to the rights and interest of the Liquidating Trust's beneficiaries, and the Debtor's and its Estate's assets, properties, and interests shall be released from the custody and jurisdiction of the Bankruptcy Court, and all such assets, properties, and interests shall vest in the Liquidating Trust free and clear of all Claims, Liens, encumbrances, charges and other interests, except as provided under the Plan.

**B. Binding Effect.**

Subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Plan shall bind any present and former holder of a Claim against, or Interest in, the Debtor and its Estate and such holder's respective related Entities, successors and assigns, whether or not such holder's Claim or Interests is impaired under the Plan, whether or not such holder has voted or failed to vote to accept or reject the Plan, and whether or not such holder is entitled to receive any distribution under the Plan.

**C. Discharge of Claims and Termination of Interests.**

To the fullest extent permitted by section 1141 of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or the Confirmation Order, the rights

afforded in the Plan and the payments and distributions to be made hereunder shall be in exchange for and in complete satisfaction and discharge of all existing debts, liabilities, and Claims, and shall terminate all Interests, of any kind, nature, or description whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtor and its Estate, or any of its assets or properties, regardless of whether any property shall have been distributed or retained under this Plan on account of such Claims and Interests, including demands, liabilities, and causes of action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i) of the Bankruptcy Code. Except as provided in the Plan, on the Effective Date, all existing Claims against the Debtor and Interests in the Debtor, shall be, and shall be deemed to be satisfied and discharged, and all holders of Claims and Interests shall be precluded and enjoined from asserting against the Liquidating Trust or any of its respective assets or properties, any other or further Claim or Interest based upon any act or omission, transaction, or other activity of any kind or nature that occurred before the Effective Date, whether or not such holder has filed a proof of Claim or proof of Interest. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise specifically provided in the Plan or the Confirmation Order.

**D. Injunction or Stay on Claims.**

**Except as otherwise expressly provided in the Plan, the Confirmation Order, or such other order of the Bankruptcy Court that may be applicable, all Entities who have held, hold, or may hold Claims or other debt or liability that is discharged or Interests or other right of equity interest that is discharged under the Plan are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or other debt or liability or Interest or other right of equity interest that is terminated or cancelled under the Plan against the Debtor, the Debtor's Estate, properties or interests in properties of the Debtor, or the Liquidating Trust, (b) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Debtor, the Debtor's Estate, properties or interests in properties of the Debtor, or the Liquidating Trust, (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor, the Debtor's Estate, properties or interests in properties of the Debtor, or the Liquidating Trust, (d) except to the extent provided, permitted, or preserved by sections 553, 555, 556, 559, 560, or 561 of the Bankruptcy Code or under the common law right of recoupment, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from or against the Debtor, the Debtor's Estate, properties or interests in properties of the Debtor, or the Liquidating Trust with respect to any such Claim or other debt or liability that is discharged or Interest or other right of equity interest that is terminated or cancelled under the Plan, and (e) taking any actions to interfere with the implementation or consummation of the Plan. Such injunction shall extend to all successors of the Debtor and its properties and interests in property of all of the successors.**

**E. Terms of Existing Injunctions or Stays.**

Except as otherwise provided in this Plan, to the extent permitted by applicable law and subject to the Bankruptcy Court's post-confirmation jurisdiction to modify the injunctions and stays under this Plan, (a) all injunctions with respect to or stays against an action against property of the Debtor's Estate arising under or entered during the Chapter 11 Case under §§ 105 or 362 of the Bankruptcy Code, and in existence on the Confirmation Date, shall remain in full force and effect until such property is no longer property of the Debtor's Estate; and (b) all other injunctions and stays arising under or entered during the Chapter 11 Case under §§ 105 or 362 of the Bankruptcy Code shall remain in full force and effect until the earlier of (i) the date that the Chapter 11 Case is closed pursuant to a Final Order of the Bankruptcy Court or (ii) the date that the Chapter 11 Case is dismissed pursuant to a Final Order of the Bankruptcy Court.

**F. Exculpation.**

(a) **None of (i) the Debtor; (ii) Adam Meislik, as the duly appointed receiver of Airfasttickets, Inc. by the Court of Chancery of the State of Delaware under Order dated July 21, 2015 (the "Receiver"); or (iii) attorneys, financial advisors, accountants, and other professionals retained by the Debtor or the Debtor's Estate, and each of their respective members, officers, directors, employees, advisors, professionals, counsel, agents, and other affiliated Persons, including, without limitation, (a) Arent Fox LLP, the Debtor's general bankruptcy and restructuring counsel, (b) Richards, Layton & Finger, P.A., the Debtor's special counsel, (c) BSW & Associates, the Debtor's financial advisor, (d) Wright Ford Young & Co., the Debtor's tax accountants, (e) U Turn Business Recovery Consultants Ltd., the Debtor's financial advisor in the country of Greece, (f) BMC Group, Inc., the Debtor's claims and noticing agent (collectively, the "Released Parties") shall have or incur any liability to any Holder of any Claim or Interest for any act or omission in connection with, relating to, or arising out of the Chapter 11 Case and related proceedings, including, but not limited to, filing of the Chapter 11 Case, administration of the Chapter 11 Case, the Sale, formulation, negotiation, preparation, dissemination, approval, execution, administration, confirmation, implementation, or consummation of, as well as the solicitation of votes for, the Plan (including all distributions thereunder), the Disclosure Statement, the Plan Supplement, or any contract, instrument, document, or other agreement related thereto, except for, and as determined by a Final Order entered by a court of competent jurisdiction, bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct or other applicable rule, malpractice; and, in all respects, the Released Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.**

(b) **From and after the Effective Date, the Liquidating Trustee and any professionals retained by the Liquidating Trustee (including, without limitation, attorneys, accountants, and financial advisors), all solely in their capacity as such, shall be exculpated by holders of Claims and Interests from any and all Claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon the Liquidating Trustee by the Plan, the Liquidating Trust Agreement, or any order of the**



**Bankruptcy Court entered under or in furtherance of the Plan, or applicable law, except for, and as determined by a Final Order entered by a court of competent jurisdiction, bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct or other applicable rule, malpractice; and, in all respects, the Liquidating Trustee and any professionals retained by the Liquidating Trustee shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan and the Liquidating Trust Agreement.**

**G. Preservation of Causes of Action / Reservation of Rights.**

Except with respect to Released Actions, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver, release, or the relinquishment of any Causes of Action that the Debtor or the Estate may have. The Causes of Action (including, without limitation, Avoidance Actions) shall vest in the Liquidating Trust, and the Liquidating Trustee may choose to assert any such Causes of Action on behalf of the Debtor or its Estate under any provision of the Bankruptcy Code or any applicable non-bankruptcy law. For purposes of clarity, the Liquidating Trustee shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action (including, without limitation, Avoidance Actions), rights of setoff, recoupment, and other legal or equitable defenses which the Debtor had immediately before the Petition Date fully as if the Chapter 11 Case had not been commenced, and all of the Debtor's and the Estate's legal and equitable rights and remedies respecting any Claim left unimpaired by the Plan may be asserted by the Liquidating Trustee after the Confirmation Date to the same extent as if the Chapter 11 Case had not been commenced.

**H. Injunction on Causes of Action.**

Except as provided in the Plan, as of the Effective Date, all non-Debtor entities are permanently enjoined from commencing or continuing in any manner, any Causes of Action, whether directly, derivatively, on account of or respecting any debt or Cause of Action of the Debtor which the Liquidating Trustee retains sole and exclusive authority to pursue in accordance with the Plan and the Liquidating Trust Agreement or which have been released pursuant to the Plan.

**I. Releases By The Debtor.**

**EFFECTIVE AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, THE DEBTOR AND ITS ESTATE SHALL BE DEEMED TO COMPLETELY AND FOREVER RELEASE, WAIVE, VOID, EXTINGUISH, AND DISCHARGE EACH OF THE FOLLOWING: (I) ADAM MEISLIK, AS THE DULY APPOINTED RECEIVER OF AIRFASTTICKETS, INC. BY THE COURT OF CHANCERY OF THE STATE OF DELAWARE UNDER ORDER DATED JULY 21, 2015 (THE "RECEIVER"); AND (II) ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AND OTHER PROFESSIONALS RETAINED BY THE DEBTOR OR THE ESTATE, AND EACH OF**

**THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, ADVISORS, PROFESSIONALS, COUNSEL, AGENTS, AND OTHER AFFILIATED PERSONS, INCLUDING, WITHOUT LIMITATION, (A) ARENT FOX LLP, THE DEBTOR'S GENERAL BANKRUPTCY AND RESTRUCTURING COUNSEL, (B) RICHARDS, LAYTON & FINGER, P.A., THE DEBTOR'S SPECIAL COUNSEL, (C) BSW & ASSOCIATES, THE DEBTOR'S FINANCIAL ADVISOR, (D) WRIGHT FORD YOUNG & CO., THE DEBTOR'S TAX ACCOUNTANTS, (E) U TURN BUSINESS RECOVERY CONSULTANTS LTD., THE DEBTOR'S FINANCIAL ADVISOR IN THE COUNTRY OF GREECE, (F) BMC GROUP, INC., THE DEBTOR'S CLAIMS AND NOTICING AGENT (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL RELEASED ACTIONS, CLAIMS, CAUSES OF ACTIONS, AND OTHER LIABILITIES, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, ARISING BEFORE OR DURING THIS CHAPTER 11 CASE AND BEFORE THE EFFECTIVE DATE FROM ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF THIS CHAPTER 11 CASE AND RELATED PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, FILING OF THIS CHAPTER 11 CASE, ADMINISTRATION OF THIS CHAPTER 11 CASE, THE SALE, FORMULATION, NEGOTIATION, PREPARATION, DISSEMINATION, APPROVAL, EXECUTION, ADMINISTRATION, CONFIRMATION, IMPLEMENTATION, OR CONSUMMATION OF, AS WELL AS THE SOLICITATION OF VOTES FOR, THE PLAN (INCLUDING ALL DISTRIBUTIONS THEREUNDER), THE DISCLOSURE STATEMENT, AND THE PLAN SUPPLEMENT; PROVIDED, HOWEVER, THAT THE DEBTOR AND THE ESTATE SHALL NOT BE DEEMED TO HAVE RELEASED ANY SUCH ENTITY FROM LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD AS DETERMINED BY A FINAL ORDER ENTERED BY A COURT OF COMPETENT JURISDICTION.**

**J. Releases By The Holders of Claims and Interests.**

**EFFECTIVE AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, EACH HOLDER OF A CLAIM (WHETHER OR NOT ALLOWED) AGAINST THE DEBTOR THAT (A) VOTES TO ACCEPT THE PLAN (OR IS DEEMED TO ACCEPT THE PLAN) OR HOLDER OF AN INTEREST IN THE DEBTOR (WHETHER OR NOT ALLOWED), AND EACH PERSON OR ENTITY PARTICIPATING IN EXCHANGES AND DISTRIBUTIONS UNDER THIS PLAN, FOR ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, TRANSFEREES, CURRENT AND FORMER OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, IN EACH CASE IN THEIR CAPACITY AS SUCH, SHALL BE DEEMED TO RELEASE, WAIVE, VOID, EXTINGUISH, AND DISCHARGE, UNCONDITIONALLY AND FOREVER, ANY AND ALL CLAIMS, CAUSES OF ACTION, AND RELEASED ACTIONS AGAINST THE DEBTOR AND THE RELEASED PARTIES (OTHER THAN THE RIGHTS TO ENFORCE THE PLAN, AND ANY RIGHT OR OBLIGATION UNDER THE PLAN, AND THE SECURITIES,**

**CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED HEREUNDER OR CONTEMPLATED HEREBY), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, THAT ARE BASED IN WHOLE OR IN PART ON ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTOR, THIS CHAPTER 11 CASE AND RELATED PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, FILING OF THIS CHAPTER 11 CASE, ADMINISTRATION OF THIS CHAPTER 11 CASE, THE SALE, FORMULATION, NEGOTIATION, PREPARATION, DISSEMINATION, APPROVAL, EXECUTION, ADMINISTRATION, CONFIRMATION, IMPLEMENTATION, OR CONSUMMATION OF, AS WELL AS THE SOLICITATION OF VOTES FOR, THE PLAN (INCLUDING ALL DISTRIBUTIONS THEREUNDER), THE DISCLOSURE STATEMENT, AND THE PLAN SUPPLEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT OPERATE AS A WAIVER OF OR RELEASE FROM ANY CAUSES OF ACTION ARISING FROM LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OF ANY OF THE RELEASED PARTIES AS DETERMINED BY A FINAL ORDER ENTERED BY A COURT OF COMPETENT JURISDICTION.**

## **ARTICLE XI**

### **RETENTION OF JURISDICTION**

The Bankruptcy Court shall retain and have exclusive jurisdiction over any matter arising under the Bankruptcy Code, arising in or related to the Chapter 11 Case or the Plan, or that relates to the following purposes:

- (a) to resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom;
- (b) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan;
- (c) to determine any and all adversary proceedings, contested matters, applications, motions (including motions under Bankruptcy Rule 2004), or litigation matters that may be pending on the Effective Date or that, under the Plan, may be commenced by the Liquidating Trustee after the Effective Date (which jurisdiction shall be non-exclusive as to any non-core matters);
- (d) to ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

(e) to hear and determine any timely objections to Claims and Interests, including any objections to the classification of any Claim or Interest, and to allow, disallow, subordinate, recharacterize, determine, liquidate, classify, estimate, compromise, settle, or establish the priority, or secured or unsecured status, of any Claim, including Disputed Claims, in whole or in part;

(f) to resolve any Disputed Claims;

(g) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed, or vacated;

(h) to hear and determine any matters or disputes arising under or in connection with the Liquidating Trust Agreement;

(i) to issue such orders in aid of consummation of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(j) to consider any modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(k) to hear and determine all applications for awards of compensation for services rendered and reimbursement of expenses incurred before or after the Effective Date under sections 330, 331, and 503(b) of the Bankruptcy Code;

(l) to hear and determine all requests for payment of Administrative Expense Claims;

(m) to hear and determine any disputes over matters relating to the indemnification of the Liquidating Trustee and any professionals retained by the Liquidating Trustee under the Liquidating Trust Agreement;

(n) to hear and determine and adjudicate any litigation involving Causes of Action, Avoidance Actions, or any other Liquidating Trust Assets;

(o) to hear and determine disputes arising in connection with or relating to the Plan or the interpretation, implementation, or enforcement of the Plan or the extent of any Entity's obligations incurred in connection with or released under the Plan;

(p) to issue restraining orders or injunctions and to enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(q) to determine any other matters that may arise in connection with or are related to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, agreement, or document created in connection with the Plan, the Disclosure Statement, or the Liquidating Trust Agreement;

- (r) to hear and determine any actions to recover assets of the Debtor and property of the Debtor's Estate, wherever located;
- (s) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of tax under section 505(b) of the Bankruptcy Code);
- (t) to hear and determine any other matters related hereto for any purpose that is not inconsistent with the Bankruptcy Code and title 28 of the United States Code; and
- (u) to enter a final decree closing the Chapter 11 Case.

## **ARTICLE XII**

### **MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

#### **A. Modification of the Plan.**

The Plan Proponent reserve its right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan, or any exhibits to the Plan at any time before entry of the Confirmation Order. Upon entry of the Confirmation Order, the Plan Proponent may, upon order of the Bankruptcy Court, jointly amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan. A holder of a Claim that has adopted the Plan shall be deemed to have accepted the Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim of such holder.

#### **B. Revocation or Withdrawal of the Plan.**

(a) The Plan may be revoked or withdrawn by the Plan Proponent prior to the Effective Date.

(b) If the Plan is revoked or withdrawn prior to the Effective Date, the Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims by the Debtor or any other Entity or to prejudice in any manner the rights of the Debtor or any other Entity in any further proceedings involving the Debtor.

## **ARTICLE XIII**

### **MISCELLANEOUS PROVISIONS**

#### **A. Effectuating Documents and Further Transactions.**

On or before the Effective Date, and without the need for any further order or authority, the Debtor shall file with the Bankruptcy Court or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further

evidence the terms and conditions of the Plan. The Debtor or the Liquidating Trustee, as applicable, is authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and to dissolve the Debtor as provided by the Plan.

**B. Withholding and Reporting Requirements.**

In connection with the consummation of the Plan and all instruments issued in connection herewith and distributed hereunder, any party issuing any instrument or making any distribution under the Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and all distributions under the Plan shall be subject to any such withholding or reporting requirements. Notwithstanding the above, each holder of an Allowed Claim or Existing Equity Interest that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any governmental unit, including income, withholding and other tax obligations, on account of such distribution. Any party issuing any instrument or making any distribution under the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

**C. United States Trustee Fees and Reports.**

After the Effective Date and until the Chapter 11 Case is closed, all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of disbursements made by the Liquidation Trust shall be paid by the Liquidation Trustee. After the Confirmation Date, the Liquidation Trustee shall prepare, file, and serve on the Office of the United States Trustee such quarterly disbursement reports for the Liquidation Trust as required by the Office of the United States Trustee for as long as the Chapter 11 Case remains open.

**D. Expedited Tax Determination.**

The Liquidating Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, such Debtor for all taxable periods through the Effective Date.

**E. Exemption from Transfer Taxes.**

Under section 1146(a) of the Bankruptcy Code, the assignment or surrender of any lease or sublease, or the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition of assets contemplated by the Plan shall not be subject to any stamp, real estate transfer, mortgage recording, sales, use, or other similar tax.

**F. Substantial Consummation.**

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

**G. Severability of Plan Provisions.**

If, prior to the Confirmation Date, any term or provision of the Plan shall be held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall, at the request of the Plan Proponent, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

**H. Governing Law.**

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that an exhibit hereto provides otherwise, the rights, duties, and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the Bankruptcy Code and, to the extent not inconsistent therewith, the laws of the State of New York, without regard to any conflicts of law provisions that would require the application of the law of any other jurisdiction.

**I. Time.**

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

**J. Solicitation of the Plan.**

As of and subject to the occurrence of the Confirmation Date, the Plan Proponent shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, section 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation.

**K. Exhibits/Schedules**

All exhibits and schedules to the Plan and Disclosure Statement, including the Liquidating Trust Agreement, are incorporated into and are a part of the Plan and this Disclosure Statement as if set forth in full therein and herein.

**L. Notices.**

All notices, requests, and demands to or upon the Debtor shall, to be effective, be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of

notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtor, to:

Airfasttickets, Inc.  
20341 Birch Street, Suite 220  
Newport Beach, CA 92660  
Attn: Adam Meislik

with a copy to:

Arent Fox LLP  
1675 Broadway  
New York, New York 10019  
Facsimile: (212) 484-3990  
Telephone: (212) 484-3900  
Attn: George V. Utlik, Esq.

and

Arent Fox LLP  
555 West Fifth Street, 48th Floor  
Los Angeles, CA 90013  
Telephone: (213) 629-7400  
Facsimile: (213) 629-7401  
Attn: Aram Ordubegian, Esq.

**M. Section Headings.**

The section headings contained in this Disclosure Statement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Disclosure Statement.

**N. Inconsistencies.**

To the extent of any inconsistencies between the information contained in this Disclosure Statement and the terms and provisions of the Plan, the terms and provisions contained in the Plan shall govern.

**ARTICLE XIV**

**RISKS AND CONSIDERATIONS**

**A. Bankruptcy Considerations**

Although the Debtor believes that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will



confirm the Plan as proposed. Moreover, there can be no assurance that modifications of the Plan will not be required for confirmation or that such modifications would not necessitate the re-solicitation of votes.

In addition, the occurrence of the Effective Date is conditioned on the satisfaction (or waiver) of the certain conditions set forth in Article IX of the Plan, and there can be no assurance that such conditions will be satisfied or waived. In the event the conditions precedent described in the Plan have not been satisfied or waived (to the extent possible) by the Debtor (as provided for in the Plan) within 120 days after the Plan Confirmation Date, which period may be extended by the Debtor, then the Confirmation Order will be vacated, no Distributions will be made pursuant to the Plan, and the Debtor and all holders of Claims and Interests will be restored to the *status quo ante* as of the day immediately preceding the Plan Confirmation Date as though the Plan Confirmation Date had never occurred.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtor believes that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtor created the Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims and Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

The Plan provides for no Distribution to Class 3. The Bankruptcy Code conclusively deems this Class to have rejected the Plan. Pursuant to § 1129(a)(10) of the Bankruptcy Code, notwithstanding the fact that this Class is deemed to have rejected the Plan, the Bankruptcy Court may confirm the Plan if at least one Impaired Class votes to accept the Plan (with such acceptance being determined without including the vote of any “insider” in such class). As to each Impaired Class that has not accepted the Plan, the Plan may be confirmed if the Bankruptcy Court determines that the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to these Classes. The Debtor believes that the Plan satisfies these requirements.

#### **B. No Duty to Update Disclosures**

The Debtor has no duty to update the information contained in this Disclosure Statement as of the date hereof, unless otherwise specified in the Plan, or unless the Debtor is required to do so pursuant to an order of the Bankruptcy Court. Delivery of the Disclosure Statement after the date hereof does not imply that the information contained herein has remained unchanged.

#### **C. Representations Outside this Disclosure Statement**

This Disclosure Statement contains representations concerning or related to the Debtor and the Plan that are authorized by the Bankruptcy Code and the Bankruptcy Court. Please be advised that any representations or inducements outside this Disclosure Statement and any related documents which are intended to secure your acceptance or rejection of the Plan should not be relied upon by holders of Claims or Interests that are entitled to vote to accept or reject the Plan.

**D. No Admission**

The information and representations contained in the Plan shall not be construed to constitute an admission of, or be deemed evidence of, any legal effect of the Plan on the Debtor or holders of Claims and Interests.

**ARTICLE XV**

**PLAN CONFIRMATION AND CONSUMMATION**

**A. Plan Confirmation Hearing**

Bankruptcy Code § 1128(a) requires the Bankruptcy Court, after appropriate notice, to hold a hearing on confirmation of a Plan. In this case the Court will hold a hearing on confirmation of the Plan on **October 13, 2016 at 11:00 a.m. (ET)**. Notice of the Plan Confirmation Hearing will be provided to all known creditors, equity holders, or their representatives. The Plan Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Plan Confirmation Hearing or any subsequent adjourned Plan Confirmation Hearing.

Pursuant to Bankruptcy Code § 1128(b), any party in interest may object to confirmation of the Plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules, must set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtor, the basis for the objection and the specific grounds of the objection, and must be filed with the Bankruptcy Court, with a copy to Chambers of the Honorable Sean H. Lane, Chief United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, together with proof of service thereof, and served upon: (i) the attorneys for the Debtor, (i) Arent Fox LLP, 1675 Broadway, New York, New York 10019-5820 (Attn: George V. Utlik, Esq.), (ii) Arent Fox LLP, 555 West Fifth Street, 48th Floor, Los Angeles, CA 90013 (Attn: Aram Ordubegian, Esq. and Andy S. Kong, Esq.); (ii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Andrea B. Schwartz, Esq.); and (iii) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002 or such other parties as the Bankruptcy Court may order.

Bankruptcy Rule 9014 governs objections to confirmation of the Plan. **UNLESS AN OBJECTION TO CONFIRMATION OF THE PLAN IS TIMELY SERVED UPON THE PARTIES LISTED ABOVE AND FILED WITH THE BANKRUPTCY COURT, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT IN DETERMINING WHETHER TO CONFIRM THE PLAN.**

## **B. Plan Confirmation Requirements under the Bankruptcy Code**

At the Plan Confirmation Hearing, the Bankruptcy Court will consider the terms of the Plan and determine whether the Plan terms satisfy the requirements set out in § 1129 of the Bankruptcy Code. The Debtor believes that the Plan satisfies or will satisfy the following requirements of § 1129, certain of which are discussed in more detail below:

- (a) The Plan complies with the applicable provisions of the Bankruptcy Code.
- (b) The Debtor, as proponent of the Plan, has complied with the applicable provisions of the Bankruptcy Code.
- (c) The Plan is proposed in good faith and not by any means forbidden by law.
- (d) Any payment made or promised by the Debtor or by a person acquiring property under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Case, or in connection with the Plan and incident to the Chapter 11 Case, has been disclosed to the Bankruptcy Court, and any such payment: (i) made before the confirmation of the Plan is reasonable; or (ii) is subject to the approval of the Bankruptcy Court as reasonable, if such payment is to be fixed after confirmation of the Plan.
- (e) Each holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such holder's Claim or Interest, property of a value as of the Effective Date that is not less than the amount such holder would receive or retain if the Debtor was liquidated on the Effective Date under chapter 7 of the Bankruptcy Code.
- (f) Except to the extent the Plan meets the requirements of § 1129(b) of the Bankruptcy Code, each Class of Claims or Interests either has accepted the Plan or is not an Impaired Class under the Plan.
- (g) Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that Allowed Administrative Expense Claims, Allowed Priority Tax Claims and Allowed Priority Non-Tax Claims will be paid in full as required by the Bankruptcy Code.

## **C. Plan Consummation**

Upon confirmation of the Plan by the Bankruptcy Court, the Plan will be deemed consummated on the Effective Date. Distributions to holders of Claims receiving a Distribution pursuant to the terms of the Plan will follow consummation of the Plan.

## **D. Best Interests of Creditors Test**

The Bankruptcy Code requires that, with respect to an impaired class of claims or interests, each holder of an impaired claim or interest in such class either (i) accept the plan or (ii) receive or retain under the plan property of a value, as of the effective date of the plan, that is

not less than the amount (value) such holder would receive or retain if the Debtor were liquidated under chapter 7 of the Bankruptcy Code on the effective date.

The Debtor's costs of a chapter 7 liquidation would necessarily include fees payable to a trustee in bankruptcy, as well as fees likely to be payable to attorneys, advisors, and other professionals that such chapter 7 trustee may engage to carry out his duties under the Bankruptcy Code. Other costs of liquidating the Debtor's assets would include the expenses incurred during the bankruptcy case and allowed by the Bankruptcy Court in the chapter 7 case, such as reimbursable compensation for the Debtor's professionals, including, but not limited to, attorneys, financial advisors, appraisers, accountants.

The foregoing types of claims, costs, expenses, and fees that may arise in a chapter 7 liquidation case would be paid in full before payments would be made towards pre-chapter 11 priority and unsecured claims. The Debtor believes that in a chapter 7 liquidation, Holders of Claims and Interests would receive less distribution than such Holders would receive under the Plan.

#### **E. Liquidation Analysis**

As noted above, the Debtor believes that under the proposed terms of the Plan all holders of Impaired Claims and Interests will receive property with a value not less than the value such Holders would receive in a chapter 7 liquidation of the Debtor's assets. The Debtor's belief is based primarily on (i) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of Impaired Claims and Interests, including (a) the increased costs and expenses of a liquidation under chapter 7 arising from fees payable to a chapter 7 trustee and professional advisors to the trustee and (b) the substantial delay in Distributions to the holders of Impaired Claims and Interests that would likely ensue in a chapter 7 liquidation, and (ii) the liquidation analysis (the "**Liquidation Analysis**") prepared by the Debtor's financial advisor, which is attached as **Exhibit B** to this Disclosure Statement.

The Debtor believes that any liquidation analysis is speculative, as such an analysis necessarily is premised on assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtor. Thus, there can be no assurance as to values that would actually be realized in a chapter 7 liquidation, nor can there be any assurance that a Bankruptcy Court would accept the Debtor's conclusions or concur with such assumptions in making its determinations under § 1129(a)(7) of the Bankruptcy Code.

For example, the Liquidation Analysis necessarily contains an estimate of the amount of Claims, which is based on the Debtor's books and records and Claims in the amounts scheduled in the Debtor's Schedules, as well as Administrative Expense, Priority, and Professional Claims in the amounts as of May 31, 2016. This estimate is based solely upon the Debtor's review of its books and records and the Debtor's estimates as to additional Claims that would arise in the event of a conversion of the case from chapter 11 to chapter 7. No order or finding has been entered by the Bankruptcy Court or any other court estimating or otherwise fixing the amount of Claims at the projected amounts of Allowed Claims set forth in the Liquidation Analysis. In preparing the Liquidation Analysis, the Debtor has projected an amount of Allowed Claims that

is at the lower end of a range of reasonableness such that, for purposes of the Liquidation Analysis, the largest possible liquidation dividend to holders of Allowed Claims can be assessed. The estimate of the amount of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including any determination of the value of any Distribution to be made on account of Allowed Claims under the Plan.

The Liquidation Analysis is being provided solely to disclose to holders of Claims the effects of a hypothetical chapter 7 liquidation of the Debtor, subject to the assumptions set forth therein.

#### **F. Feasibility**

Pursuant to § 1129(a)(11) of the Bankruptcy Code, a debtor must demonstrate that a bankruptcy court's confirmation of a plan is not likely to be followed by the liquidation or need for further financial reorganization of the debtor or its successor under the plan, unless such liquidation or reorganization is proposed under the plan. Pursuant to the Plan, all of assets of the Debtor and its Estate are being transferred to the Liquidating Trust to be liquidated and distributed to the Liquidating Trust's beneficiaries. Therefore, the Bankruptcy Court's confirmation of the Plan is not likely to be followed by liquidation or the need for any further reorganization other than as provided for herein.

#### **G. Acceptance by Impaired Classes**

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in herein, each class of claims or equity interests that is impaired under a plan accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. As a general matter under the Bankruptcy Code, a class is "impaired," unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; (b) cures any default and reinstates the original terms of such claim or equity interest; or (c) provides that, on the consummation date, the holder of such claim or equity interest receives cash equal to the allowed amount of that claim or, with respect to any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled to any fixed price at which the debtor may redeem the security.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject the plan. Thus, a class of claims will have voted to accept the plan only if two-thirds (2/3) in amount and a majority in number actually voting cast their ballots in favor of acceptance. A vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that acceptance or rejection was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Claims in Class 2-A and Class 2-B are Impaired under the Plan and, as a result, are entitled to vote on the Plan. Class 3 receives nothing under the Plan and therefore is deemed to reject the Plan. Any Class of Claims that is not occupied as of the commencement of the Plan

Confirmation Hearing by an Allowed Claim shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to § 1129(a)(8) of the Bankruptcy Code. If no votes to accept or reject the Plan are received with respect to a Class whose votes have been solicited under the Plan (other than a Class that is deemed eliminated under the Plan), such Class shall be deemed to have voted to accept the Plan.

#### **H. Section 1129(b)**

Section 1129(b) of the Bankruptcy Code provides that the Bankruptcy Court may confirm a plan even if a class of impaired claims or interests votes to reject the plan if the plan does not unfairly discriminate and is fair and equitable with respect to each impaired class of claims or interests that has not accepted the plan.

The “no unfair discrimination” test requires that the plan not provide for unfair treatment with respect to classes of claims or interests that are of equal priority, but are receiving different treatment under the plan.

The fair and equitable requirement applies to classes of claims of different priority and status, such as secured versus unsecured. The plan satisfies the fair and equitable requirement if no Class of Claims receives more than 100% of the allowed amount of the Claims in such Class. Further, if a Class of Claims is considered a dissenting Class (“**Dissenting Class**”), *i.e.*, a Class of Claims that is deemed to reject the Plan because the required majorities in amount and number of votes is not received from the Class, the following requirements apply:

(a) **Secured Claims:** Each holder of an impaired secured Claim either (i) retains its liens on the subject property, to the extent of the allowed amount of its secured Claim and receives deferred cash payments having a value, as of the effective date of the plan of at least the allowed amount of such Claim, (ii) has the right to credit bid the amount of its Claim if its property is sold and retains its liens on the proceeds of the sale (or if sold, on the proceeds thereof), or (iii) receives the “indubitable equivalent” of its allowed secured Claim.

(b) **Unsecured Claims:** Either (i) each holder of an impaired unsecured Claim receives or retains under the plan property of a value equal to the amount of its allowed Claim or (ii) the Holders of Claims and Interests that are junior to the Claims of the Dissenting Class will not receive any property under the Plan.

(c) **Interests:** Either (i) each interest holder will receive or retain under the plan property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such stock and (b) the value of the stock, or (ii) the holders of interests that are junior to the interests of the Dissenting Class will not receive any property under the plan.

The Debtor believes the Plan does not “discriminate unfairly” and will satisfy the “fair and equitable” requirement notwithstanding that certain Class of Interests deemed to reject the Plan because no Class that is junior to such Class will receive or retain any property on account

of the Claims and Interests in such Class and the Plan not provide for unfair treatment with respect to Classes of Claims or Interests that are of equal priority.

## **ARTICLE XVI**

### **ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN**

The Debtor believes the Plan is in the best interests of the Estate and its creditors and should accordingly be accepted and confirmed. If the Plan as proposed, however, is not confirmed, the following alternatives may be available to the Debtor: (i) a liquidation of the Debtor's assets pursuant to chapter 7 of the Bankruptcy Code; (ii) an alternative chapter 11 plan may be proposed and confirmed; or (iii) the Debtor's Chapter 11 Case may be dismissed.

#### **A. Chapter 7 Liquidation**

If a plan pursuant to chapter 11 of the Bankruptcy Code is not confirmed by the Bankruptcy Court, the Chapter 11 Case may be converted to a liquidation case under chapter 7 of the Bankruptcy Code, in which case a trustee would be elected or appointed pursuant to applicable provisions of chapter 7 of the Bankruptcy Code to liquidate the assets of the Debtor for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effect that a chapter 7 liquidation would have on the recoveries of holders of Claims is set forth in The Liquidation Analysis. The Debtor believes that such a liquidation would result in smaller distributions being made to the Debtor's creditors than those provided for in the Plan because (i) the Debtor's litigation claims would be monetized in a less orderly fashion, (ii) additional administrative expenses attendant to the appointment of a chapter 7 trustee and the trustee's employment of attorneys and other professionals, and (iii) additional expenses and Claims, some of which would be may be entitled to priority, which would be generated during the chapter 7.

#### **B. Alternative Plan Pursuant to Chapter 11 of the Bankruptcy Code**

If the Plan is not confirmed, the Debtor, or any party in interest (if, pursuant to § 1121 of the Bankruptcy Code, the Debtor has not filed a plan within the time period prescribed under the Bankruptcy Code) may propose a different plan. Such a plan might involve an alternative means for the liquidation of the Debtor's assets in a chapter 11 bankruptcy proceeding. However, in light of the negotiations with the key parties in this Chapter 11 Case, the Debtor believes that the terms of the Plan provide for an orderly and efficient liquidation of the Debtor's assets and will result in the realization of the most value for holders of Claims and Interests against the Debtor's Estate.

#### **C. Dismissal of the Debtor's Chapter 11 Case**

Dismissal of the Debtor's Chapter 11 Case would have the effect of restoring (or attempting to restore) all parties to the *status quo ante*. Upon dismissal of the Debtor's Chapter 11 Case, the Debtor would lose the protection of the Bankruptcy Code, thereby requiring, at the very least, an extensive and time-consuming process of negotiation with the various creditors of the Debtor, and possibly resulting in costly and protracted litigation in various jurisdictions.

Dismissal will also permit unpaid unsecured creditors to obtain and enforce judgments against the Debtor. As such, the Debtor believes that these actions could lead ultimately to the liquidation of the Debtor under chapter 7 of the Bankruptcy Code. Therefore, the Debtor believes that dismissal of the Debtor's Chapter 11 Case is not a preferable alternative to the Plan.

## ARTICLE XVII

### CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of certain United States federal income tax consequences of the Plan to the Debtor and certain Holders of Allowed Claims. This summary is based on the Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**"), Treasury Regulations thereunder ("**Treasury Regulations**"), and administrative and judicial interpretations and practice, all as in effect on the date of this Disclosure Statement and all of which are subject to change, with possible retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained and the Debtor does not intend to seek a ruling from the Internal Revenue Service as to any of the tax consequences of the Plan discussed below. There can be no assurance that the Internal Revenue Service will not challenge one or more of the tax consequences of the Plan described below.

This summary does not apply to holders of Allowed Claims that are not United States persons (as such term is defined in the Internal Revenue Code) or that are otherwise subject to special treatment under United States federal income tax law (including, without limitation, banks, governmental authorities or agencies, financial institutions, insurance companies, pass-through entities, tax-exempt organizations, brokers and dealers in securities, mutual funds, small business investment companies, employees, persons holding Allowed Claims that are a hedge against, or that are hedged against, currency risk or that are part of a straddle, constructive sale, or conversion transaction, and regulated investment companies). Moreover, this summary does not purport to cover all aspects of United States federal income taxation that may apply to the Debtor and holders of Allowed Claims based upon their particular circumstances. Additionally, this summary does not discuss any tax consequences that may arise under any laws other than United States federal income tax law, including under state, local, or foreign tax law.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ALL HOLDERS OF ALLOWED CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

**INTERNAL REVENUE SERVICE CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, ANY TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE**



**USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING TAX-RELATED PENALTIES UNDER THE INTERNAL REVENUE CODE. TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED BY THIS DISCLOSURE STATEMENT. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.**

**A. Certain United States Federal Income Tax Consequences to Holders of Allowed Claims**

Pursuant to the Plan, the Debtor will liquidate and distribute certain assets to the Liquidating Trust. Each Holder of an Class 2-A and Class 2-B Claim will be exchanged for their *Pro Rata* share of the beneficial interests in the Liquidating Trust.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, pursuant to Treasury Regulation Section 301.7701-4(d) and related regulations, the Debtor believes that the Liquidating Trust should be treated as a grantor trust setup for the benefit of the holders of Class 2-A and Class 2-B Claims. Holders that receive Liquidating Trust interests will be treated for United States federal income tax purposes as receiving their pro rata share of the Liquidating Trust Assets from the Debtor in a taxable exchange and then depositing them in the Liquidating Trust in exchange for Liquidating Trust interests. Each such holder should recognize gain or loss equal to the difference between (a) the fair market value of the Liquidating Trust interests received in exchange for such Claims and (b) such holder's adjusted tax basis in the Claims surrendered by such holder.

The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the holder, the nature of the Claim in such holder's hands, whether the Claim constitutes a capital asset in the hands of the holder, whether the Claim was purchased at a discount, and whether and to what extent the holder has previously claimed a bad debt deduction with respect to its Claim. See the discussions of "accrued interest" and "market discount" below. A holder's tax basis in the Liquidating Trust interests should equal their fair market value as of the Effective Date. A holder's holding period for the Liquidating Trust interests should begin on the day following the Effective Date.

Holders of Class 2-A and Class 2-B Claims that receive Liquidating Trust interests will be required to report in their United States federal income tax returns their share of the Liquidating Trust's items of income, gain, loss, deduction, and credit in the year recognized by the Liquidating Trust, which may include partnership income, gain, loss, deduction, and credit attributable to the equity consideration held by Liquidating Trust. This requirement may result in holders being subject to tax on their allocable share of the Liquidating Trust's taxable income prior to receiving any cash distributions from the Liquidating Trust.

As noted above, this summary does not apply to holders of Allowed Claims that are not United States persons, as such term is defined in the Internal Revenue Code ("Non-U.S.

**Holders**”). The tax consequences to Non-U.S. holders is complex and will vary depending on the circumstances and activities of such Holder. Each Non-U.S. Holder of a Class 2-A or Class 2-B Claim is urged to consult with its own tax advisor regarding the U.S. federal, state local and non-U.S. tax consequences of receipt of the Liquidating Trust interests, including any tax consequences attributable to the equity consideration held by the Liquidating Trust.

It is plausible that a holder receiving the Liquidating Trust interests could treat the transaction as an “open” transaction for United States federal tax purposes, in which case the recognition of any gain or loss on the transaction might be deferred pending the determination of the amount of the proceeds ultimately received from the Liquidating Trust. The United States federal income tax consequences of an open transaction are uncertain and highly complex, and a holder should consult with its own tax advisor if it believes open transaction treatment might be appropriate.

**HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE RECOGNITION OF GAIN OR LOSS, FOR FEDERAL INCOME TAX PURPOSES, ON THE SATISFACTION OF THEIR CLAIMS.**

**B. Accrued Interest**

A portion of the consideration received by holders of Allowed Claims may be attributable to accrued interest on such Claims. Such amount should be taxable to that holder as interest income if such accrued interest has not been previously included in the holder’s gross income for United States federal income tax purposes. Conversely, holders of Claims may be able to recognize a deductible loss to the extent any accrued interest on the Claims was previously included in the holder’s gross income but was not paid in full by the Debtor.

If the fair value of the consideration is not sufficient to fully satisfy all principal and interest on Allowed Claims, the extent to which such consideration will be attributable to accrued interest is unclear. Under the Plan, the aggregate consideration to be distributed to holders of Allowed Claims in each Class will be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan is binding for United States federal income tax purposes, while certain Treasury Regulations generally treat payments as allocated first to any accrued but unpaid interest and then as a payment of principal. The Internal Revenue Service could take the position that the consideration received by the holder should be allocated in some way other than as provided in the Plan. Holders of Claims should consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

**HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE ALLOCATION OF CONSIDERATION RECEIVED IN SATISFACTION OF THEIR CLAIMS AND THE FEDERAL INCOME TAX TREATMENT OF ACCRUED INTEREST.**

### C. Market Discount

Under the “market discount” provisions of the Internal Revenue Code, some or all of any gain realized by a holder of a Claim who exchanges the Claim for an amount may be treated as ordinary income (instead of capital gain), to the extent of the amount of “market discount” on the debt instruments constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with “market discount” if it is acquired other than on original issue and if its holder’s adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding “qualified stated interest” or (b) in the case of a debt instrument issued with original issue discount, its adjusted issue price, in each case, by at least a *de minimis* amount (equal to 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a holder on the taxable disposition of Allowed Claims (determined as described above) that were acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Allowed Claims were considered to be held by the holder (unless the holder elected to include market discount in income as it accrued).

### D. Information Reporting and Backup Withholding

In general, information reporting requirements may apply to distributions or payments under the Plan. Additionally, under the backup withholding rules, a holder of a Claim may be subject to backup withholding (currently at a rate of 28%) with respect to distributions or payments made pursuant to the Plan unless that holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the holder is not subject to backup withholding because of a failure to report all dividend and interest income. Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; provided that the required information is timely provided to the Internal Revenue Service.

The Debtor, or the applicable withholding agent, will withhold all amounts required by law to be withheld from payments of interest. The Debtor will comply with all applicable reporting requirements of the Internal Revenue Service.

**THE UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF UNITED STATES FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM IN LIGHT OF SUCH HOLDER’S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AGAINST THE DEBTOR SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTION CONTEMPLATED BY THE RESTRUCTURING, INCLUDING THE**

**APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.**

**E. Certain United States Federal Income Tax Consequences to the Debtor**

The Debtor may recognize taxable gain or loss as a result of consummation of the Plan and the liquidation of its assets in an amount equal to the difference between the fair market value of the assets sold, if any, and the Debtor's tax basis in such assets. Thus the amount of gain or loss recognized will depend on the value of the assets sold, which cannot be known with certainty until the Plan is consummated and the assets liquidated. It is possible the Debtor will recognize taxable income or gain in connection with consummation of the Plan and may not have sufficient net operating losses or other tax attributes to fully offset the amount of gain recognized, in which case the Debtor will be required to pay cash income taxes (federal and state) with respect to the amount of net income (and the Debtor's ability to apply net operating losses against the alternative minimum taxable income may be subject to limitation) and will reduce the amount of Cash proceeds available to be distributed to holders of the Allowed Claims.

Under the Internal Revenue Code, a taxpayer generally recognizes cancellation of debt income ("CODI") to the extent that indebtedness of the taxpayer is cancelled for less than the amount owed by the taxpayer, subject to certain judicial or statutory exceptions. The most significant of these exceptions with respect to the Debtor is that taxpayers who are operating under the jurisdiction of a federal bankruptcy court are not required to recognize such income. In that case, however, the taxpayer must reduce its tax attributes, such as its net operating losses, general business credits, capital loss carryforwards, and tax basis in assets, by the amount of the CODI avoided. In this case, the Debtor expects that it may recognize significant CODI from the implementation of the Plan. As a result, the Debtor expects that their net operating losses will be reduced on account of such CODI. However, since the Debtor intends to liquidate, any remaining net operating losses will have no ongoing value to the Debtor or to the Holders of Claims or Holdings Interests.

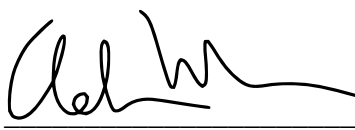
**ARTICLE XVIII**

**RECOMMENDATION AND CONCLUSION**

The Debtor believes the Plan is in the best interests of all creditors and the Estate and urges the holders of Impaired Claims entitled to vote to accept the Plan and to evidence such acceptance by properly voting and timely returning their ballots.

Dated: New York, New York  
July 11, 2016

Airfasttickets, Inc.

By:   
Adam Meislik for the Debtor and Debtor In Possession

**EXHIBIT A**  
**TO THE DISCLOSURE STATEMENT**  
**(PROPOSED PLAN)**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
In re:	:	
	:	Chapter 11
AIRFASTTICKETS, INC.,	:	
	:	Case No. 15-11951 (SHL)
Debtor.	:	
	:	
-----	X	

**DEBTOR’S CHAPTER 11 PLAN OF LIQUIDATION**

ARENT FOX LLP  
George V. Utlik  
1675 Broadway  
New York, NY 10019  
Telephone: (212) 484-3900  
Facsimile: (212) 484-3990  
[george.utlik@arentfox.com](mailto:george.utlik@arentfox.com)

ARENT FOX LLP  
Aram Ordubegian (admitted *pro hac vice*)  
Andy S. Kong(admitted *pro hac vice*)  
555 West Fifth Street, 48th Floor  
Los Angeles, CA 90013  
Telephone: (213) 629-7400  
Facsimile: (213) 629-7401  
[aram.ordubegian@arentfox.com](mailto:aram.ordubegian@arentfox.com)  
[andy.kong@arentfox.com](mailto:andy.kong@arentfox.com)

*General Bankruptcy and Restructuring Counsel to the Debtor*

Dated: July 11, 2016

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND INTERPRETATION ..... - 1 -

A. Definitions..... - 1 -

1.1 Administrative Expense Claim ..... - 1 -

1.2 Administrative..... - 1 -

1.3 Allowed..... - 1 -

1.4 Avoidance Actions..... - 2 -

1.5 Ballot..... - 2 -

1.6 Bankruptcy Code ..... - 2 -

1.7 Bankruptcy Court..... - 2 -

1.8 Bankruptcy Rules..... - 2 -

1.9 Business Day..... - 2 -

1.10 Cash..... - 2 -

1.11 Causes of Action ..... - 2 -

1.12 Chapter 11 Case ..... - 3 -

1.13 Claim..... - 3 -

1.14 Claim..... - 3 -

1.15 Class..... - 3 -

1.16 Collateral..... - 3 -

1.17 Confirmation Date ..... - 3 -

1.18 Confirmation Hearing ..... - 3 -

1.19 Confirmation Order..... - 3 -

1.20 Creditor ..... - 3 -

1.21 Debtor ..... - 3 -

1.22 Disclosure Statement ..... - 3 -

1.23 Disputed ..... - 3 -

1.24 Distribution Date..... - 4 -

1.25 Distribution Record Date ..... - 4 -

1.26 Effective Date ..... - 4 -

1.27 Entity..... - 4 -

1.28 Estate..... - 4 -

1.29 Existing Equity Holder ..... - 4 -

1.30	Existing Equity Interests.....	- 4 -
1.31	Final Order.....	- 4 -
1.32	General Unsecured Claim.....	- 5 -
1.33	Governmental Unit.....	- 5 -
1.34	Impaired.....	- 5 -
1.35	Initial Distribution Date.....	- 5 -
1.36	Interest.....	- 5 -
1.37	Lien.....	- 5 -
1.38	Liquidating Trust.....	- 5 -
1.39	Liquidating Trustee.....	- 5 -
1.40	Liquidating Trust Agreement.....	- 5 -
1.41	Liquidating Trust Assets.....	- 5 -
1.42	Net Available Cash.....	- 6 -
1.43	Petition Date.....	- 6 -
1.44	Plan.....	- 6 -
1.45	Plan Documents.....	- 6 -
1.46	Plan Proponent.....	- 6 -
1.47	Priority Non-Tax Claim.....	- 6 -
1.48	Priority Tax Claim.....	- 6 -
1.49	Pro Rata Share.....	- 6 -
1.50	Professional Compensation and Reimbursement Claim.....	- 6 -
1.51	Released Actions.....	- 6 -
1.52	Retained Causes of Action.....	- 6 -
1.53	Schedules.....	- 6 -
1.54	Subordinated Claim.....	- 7 -
1.55	Tax Code.....	- 7 -
1.56	Unimpaired.....	- 7 -
1.57	Voting Deadline.....	- 7 -
B.	Interpretation; Application of Definitions; Rules of Construction.....	- 7 -
ARTICLE II	TREATMENT OF CERTAIN UNCLASSIFIED CLAIMS.....	- 7 -
2.1	Administrative Expense Claims.....	- 7 -



	<b>Page</b>
2.2 Professional Compensation and Reimbursement Claims. ....	8 -
2.3 Priority Tax Claims.....	9 -
2.4 United States Trustee Fees.....	9 -
<b>ARTICLE III CLASSIFICATION OF CLAIMS AND INTERESTS .....</b>	<b>9 -</b>
3.1 Classification of Claims and Interests.....	9 -
<b>ARTICLE IV TREATMENT OF CLASSES OF CLAIMS AND INTERESTS .....</b>	<b>10 -</b>
4.1 Priority Non-Tax Claims (Class 1). ....	10 -
4.2 General Unsecured Claims (Class 2-A).....	10 -
4.3 General Unsecured Claim of Airfasttickets, Ltd. (Class 2-B). ....	10 -
4.4 Existing Equity Interests (Class 3).....	11 -
<b>ARTICLE V IMPLEMENTATION OF THE PLAN .....</b>	<b>11 -</b>
5.1 The Liquidating Trust and the Liquidating Trustee. ....	11 -
5.2 Duties and Powers of the Liquidating Trustee.....	13 -
5.3 Dissolution of the Debtor after the Effective Date. ....	14 -
5.4 Method of Distributions Under the Plan. ....	14 -
5.5 Closing of the Debtor’s Chapter 11 Case. ....	14 -
5.6 Cancellation of Existing Agreements. ....	14 -
5.7 Compromise of Controversies. ....	15 -
<b>ARTICLE VI PROVISIONS GOVERNING VOTING AND DISTRIBUTIONS UNDER THE PLAN.....</b>	<b>15 -</b>
6.1 Voting. ....	15 -
6.2 All Distributions by Liquidating Trustee.....	15 -
6.3 Date of Distributions.....	15 -
6.4 Delivery of Distributions. ....	15 -
6.5 Time Bar to Cash Payments; Unclaimed Distributions. ....	16 -
6.6 Distribution Record Date. ....	16 -
6.7 Manner of Payment under the Plan.....	16 -
6.8 Distributions After Effective Date.....	17 -
6.9 Setoffs and Recoupment. ....	17 -
<b>ARTICLE VII PROVISION FOR TREATMENT OF DISPUTED CLAIMS UNDER THE PLAN .....</b>	<b>17 -</b>
7.1 Objections to Claims; Filing of Late Claims. ....	17 -

	<b>Page</b>
7.2 No Distributions Pending Allowance. ....	- 17 -
7.3 Distributions After Allowance. ....	- 18 -
7.4 Resolution of Claims. ....	- 18 -
7.5 Estimation of Claims. ....	- 18 -
<b>ARTICLE VIII EXECUTORY CONTRACTS AND UNEXPIRED LEASES. ....</b>	<b>- 18 -</b>
8.1 Rejection of Any Remaining Executory Contracts and Unexpired Leases. ....	- 18 -
8.2 Approval of Rejection of Executory Contracts and Unexpired Leases. ....	- 19 -
8.3 Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Under the Plan. ....	- 19 -
8.4 Insurance Policies. ....	- 19 -
<b>ARTICLE IX CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVE DATE. ....</b>	<b>- 20 -</b>
9.1 Conditions Precedent to Confirmation. ....	- 20 -
9.2 Conditions Precedent to Effective Date. ....	- 20 -
9.3 Waiver of Conditions. ....	- 21 -
9.4 Satisfaction of Conditions. ....	- 21 -
<b>ARTICLE X EFFECT OF CONFIRMATION. ....</b>	<b>- 21 -</b>
10.1 Vesting of Assets. ....	- 21 -
10.2 Binding Effect. ....	- 21 -
10.3 Discharge of Claims and Termination of Interests. ....	- 22 -
10.4 Injunction or Stay on Claims. ....	- 22 -
10.5 Terms of Existing Injunctions or Stays. ....	- 23 -
10.6 Exculpation. ....	- 23 -
10.7 Preservation of Causes of Action / Reservation of Rights. ....	- 24 -
10.8 Injunction on Causes of Action. ....	- 24 -
10.9 Releases By The Debtor. ....	- 24 -
10.10 Releases By The Holders of Claims and Interests. ....	- 25 -
<b>ARTICLE XI RETENTION OF JURISDICTION. ....</b>	<b>- 26 -</b>
11.1 Retention of Jurisdiction. ....	- 26 -
<b>ARTICLE XII MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN. ....</b>	<b>- 28 -</b>

**Page**

12.1 Modification of the Plan. .... - 28 -

12.2 Revocation or Withdrawal of the Plan. .... - 28 -

ARTICLE XIII MISCELLANEOUS PROVISIONS..... - 29 -

13.1 Effectuating Documents and Further Transactions..... - 29 -

13.2 Withholding and Reporting Requirements. .... - 29 -

13.3 United States Trustee Fees and Reports..... - 29 -

13.4 Expedited Tax Determination. .... - 29 -

13.5 Exemption from Transfer Taxes. .... - 29 -

13.6 Substantial Consummation. .... - 30 -

13.7 Severability of Plan Provisions. .... - 30 -

13.8 Governing Law. .... - 30 -

13.9 Time. .... - 30 -

13.10 Solicitation of the Plan..... - 30 -

13.11 Exhibits/Schedules..... - 31 -

13.12 Notices. .... - 31 -

13.13 Section Headings. .... - 31 -

13.14 Inconsistencies. .... - 32 -

Airfasttickets, Inc., the debtor and debtor in possession (the “Debtor”) in the above-referenced chapter 11 case proposes the following chapter 11 plan of liquidation under section 1121(a) of the Bankruptcy Code:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

#### A. Definitions.

As used in the Plan, the following terms shall have the respective meanings specified below:

1.1 ***Administrative Expense Claim*** means any right to payment constituting a cost or expense of administration of the Chapter 11 Case Allowed under and in accordance with, as applicable, sections 330, 364(c)(1), 365, 503(b), 507(a)(2), and 507(b) of the Bankruptcy Code, including, without limitation, (a) any actual and necessary costs and expenses of preserving the Debtor’s Estate or operating the Debtor’s businesses, (b) any indebtedness or obligations incurred or assumed by the Debtor, as debtor in possession, during the Chapter 11 Case, (c) any compensation for professional services rendered and reimbursement of expenses incurred by a professional retained by order of the Bankruptcy Court or otherwise allowed under section 503(b) of the Bankruptcy Code, (d) 503(b)(9) Claims, and (e) any fees or charges assessed against the Debtor’s Estate under section 1930 of chapter 123 of title 28 of the United States Code.

1.2 ***Administrative Expense Claims Bar Date*** means, for any Administrative Expense Claim, the date which is thirty (30) days after the Confirmation Date or such earlier deadline that has been or may be set by an order of the Bankruptcy Court for filing a request for allowance of such Administrative Expense Claim. Professional Compensation and Reimbursement Claims shall not be subject to the Administrative Expense Claims Bar Date.

1.3 ***Allowed*** means, with reference to any Claim, (a) any Claim that has been listed by the Debtor in its Schedules, as such Schedules may be amended by the Debtor from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim, objection, or request for estimation has been filed on or before any applicable objection deadline, if any, set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court, (b) any Claim that is not Disputed, (c) any Claim that is compromised, settled, or otherwise resolved under the authority granted to the Debtor or the Reorganized Debtor, as the case may be, under a Final Order of the Bankruptcy Court, or (d) any Claim that has been allowed hereunder or by Final Order; provided, however, that Claims allowed or estimated solely for the purpose of voting to accept or reject the Plan under an order of the Bankruptcy Court shall not be considered “Allowed Claims” hereunder. Unless otherwise specified herein or by order of the Bankruptcy Court, “Allowed Administrative Expense Claim” or “Allowed Claim” shall not, for any purpose under the Plan, include interest on such Administrative Expense Claim or Claim from and after the Petition Date.

1.4 **Avoidance Actions** means any and all Causes of Action and rights to exercise the avoidance powers, to recover or avoid transfers, or to avoid a lien arising under chapter 5 of the Bankruptcy Code or applicable state law, including, without limitation, under sections 502, 506, 510, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, and the proceeds thereof.

1.5 **Ballot** means the document for accepting or rejecting the Plan in the form approved by the Bankruptcy Court and distributed with the Disclosure Statement.

1.6 **Bankruptcy Code** means chapter 11 of title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Case.

1.7 **Bankruptcy Court** means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Case.

1.8 **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, and any local rules of the Bankruptcy Court, as amended, as applicable to the Chapter 11 Case.

1.9 **Business Day** means any day of the calendar week, except Saturday, Sunday, a “legal holiday” as defined in Bankruptcy Rule 9006(a), or any day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to close.

1.10 **Cash** means legal tender of the United States of America.

1.11 **Causes of Action** means, without limitation, any and all actions, causes of action, rights of action, counterclaims, defenses, setoff or offset rights, proceedings, controversies, liabilities, obligations, rights to legal remedies, rights to equitable remedies, rights to payment, Claims, suits, damages, judgments, objections to Claims, recharacterization or subordination of Claims, and demands whatsoever, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, direct or derivative, existing or hereafter arising, in law, equity, or otherwise, now owned or hereafter acquired by the Debtor or the Debtor’s Estate, whether arising under the Bankruptcy Code or other applicable federal, state, or foreign law, equity or otherwise, including, without limitation, the Avoidance Actions, Claims or causes of action for breach of fiduciary duty or aiding and abetting breach of fiduciary duty, Claims or causes of action under any applicable director and officer liability, employment practices liability, or fiduciary liability insurance policies maintained by the Debtor, or Claims, causes of action or right to seek a determination by the Bankruptcy Court or any other court of competent jurisdiction of any tax, fine or penalty relating to a tax, or any addition to a tax, under section 505 of the Bankruptcy Code, based in whole or in part upon any act or omission or other event occurring before the Petition Date or during the course of the Chapter 11 Case, including through the Effective Date, and the Cash and non-Cash proceeds of any of the foregoing. For the avoidance of doubt, Causes of Action also specifically includes all actions, whether pending or forthcoming, against the Debtor’s former officers, directors, managers, employees, Existing

Equity Holders, affiliates, insiders, agents, consultants, and professionals (except the Released Parties), and other litigation targets, whether or not these Entities are identified herein or in Article II of the Disclosure Statement.

1.12 **Chapter 11 Case** means the case commenced by filing an involuntary petition under chapter 7 case of the Bankruptcy Code on the Petition Date and converted to chapter 11 of the Bankruptcy Code on October 27, 2015, which is captioned *In re Airfasttickets, Inc.*, Case No. 15-11951 (SHL) and is currently pending before the Bankruptcy Court.

1.13 **Claim** means a “claim” as the term is defined in section 101(5) of the Bankruptcy Code.

1.14 **Claims Bar Date** means that certain order entered on February 25, 2016 (Docket No. 109), which established April 6, 2016 as the deadline for filing proofs of claim for any Claim against the Debtor by any Entity (other than a Governmental Unit) that arose before the Petition Date and April 25, 2016, as the deadline for filing proofs of claims for any Claim against the Debtor by a Governmental Unit.

1.15 **Class** means a category of Claims or Interests classified by the Plan under sections 1122 and 1123(a)(1) of the Bankruptcy Code.

1.16 **Collateral** means any property, or interest in property, of the Debtor or the Debtor’s Estate subject to a Lien, charge, or other encumbrance to secure the payment or performance of a Claim, which Lien, charge, or other encumbrance is not subject to avoidance or otherwise invalid under the Bankruptcy Code or other applicable federal or state law.

1.17 **Confirmation Date** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court with respect to the Chapter 11 Case.

1.18 **Confirmation Hearing** means the hearing to consider confirmation of the Plan under section 1128 of the Bankruptcy Code, as it may be adjourned or continued from time to time.

1.19 **Confirmation Order** means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code.

1.20 **Creditor** means a “creditor” as the term is defined in section 101(10) of the Bankruptcy Code.

1.21 **Debtor** means Airfasttickets, Inc.

1.22 **Disclosure Statement** means that certain disclosure statement relating to the Plan, including, without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court under section 1125 of the Bankruptcy Code.

1.23 **Disputed** means, with reference to any Claim or any portion thereof, (a) any Claim that is listed on the Schedules as unliquidated, disputed, or contingent, (b) any Claim

as to which the Debtor or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, or that is otherwise disputed by the Debtor in accordance with applicable law, which objection, request for estimation, or dispute has not been determined by a Final Order, or (c) any Claim with respect to which a proof of claim was required to be filed by order of the Bankruptcy Court but as to which such proof of claim was not timely or properly filed. A Claim that is Disputed as to its amount only shall be deemed Allowed in the amount agreed upon, if any, by the Liquidating Trustee, and Disputed as to the excess.

1.24 ***Distribution Date*** means a date or dates, as determined by the Liquidating Trustee, on which the Liquidating Trustee makes a distribution to holders of Allowed Claims or Interests under the Plan.

1.25 ***Distribution Record Date*** means the record date for purposes of making distributions under the Plan on account of Allowed Claims or Interests, which date shall be two (2) Business Days before the Confirmation Date.

1.26 ***Effective Date*** means the first (1st) Business Day that is practicable following the Confirmation Date on which (a) the conditions to effectiveness of the Plan set forth in Section 9.2 of the Plan have been satisfied or otherwise waived in accordance with Section 9.3 or 9.4 of the Plan and (b) no stay of the Confirmation Order is in effect.

1.27 ***Entity*** means an “entity” as the term is defined in section 101(15) of the Bankruptcy Code, including, without limitation, a person, a corporation, a general partnership, a limited partnership, a limited liability company, a limited liability partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated organization, a Governmental Unit or any subdivision thereof, including, without limitation, the Office of the United States Trustee.

1.28 ***Estate*** means the estate of the Debtor created in the Debtor’s Chapter 11 Case, containing all property and other interests of the Debtor under section 541 of the Bankruptcy Code.

1.29 ***Existing Equity Holder*** means Nikolaos Koklonis and Eleni Vareli, the holders of the Debtor’s Existing Equity Interests.

1.30 ***Existing Equity Interests*** means the Interests held by the Existing Equity Holders in the Debtor.

1.31 ***Final Order*** means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction that has not been reversed, vacated, or stayed and as to which (a) the time to appeal, petition for *certiorari*, or move for a stay, new trial, reconsideration, reargument, or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for stay, new trial, reargument, or rehearing shall then be pending or (b) if an appeal, writ of *certiorari*, stay, new trial, reconsideration, reargument, or rehearing has been sought, (i) such order or judgment shall have been affirmed by the highest court to which such order was appealed, *certiorari* shall have been denied, or a stay, new trial, reconsideration, reargument, or rehearing shall have been denied or resulted in no modification

of such order, and (ii) the time to take any further appeal, petition for *certiorari*, or move for a stay, new trial, reconsideration, reargument, or rehearing shall have expired; provided, however, that the possibility that a motion under section 502(j) of the Bankruptcy Code, Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, Bankruptcy Rule 8002, or any analogous rule under applicable state court rules of civil procedure may be, but has not been, filed with respect to such order shall not cause such order not to be a Final Order.

1.32 **General Unsecured Claim** means any Claim against the Debtor that (a) is not an Administrative Expense Claim, Professional Compensation and Reimbursement Claim, Priority Tax Claim, Priority Non-Tax Claim, or an Interest; or (b) is otherwise determined by the Bankruptcy Court to be a General Unsecured Claim.

1.33 **Governmental Unit** means a “governmental unit” as the term is defined in section 101(27) of the Bankruptcy Code.

1.34 **Impaired** means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

1.35 **Initial Distribution Date** shall be the date when the Liquidating Trustee, in his discretion and after consultation with the Liquidating Trust Advisory Board, as such term is defined in the Liquidating Trust Agreement, determines that sufficient Net Available Cash exists to make an initial distribution.

1.36 **Interest** means any equity security within the meaning of section 101(16) of the Bankruptcy Code or any other instrument evidencing an ownership interest in the Debtor, whether or not transferable, and any right to acquire any such equity security or instrument, including any option, warrant, or other right, contractual or otherwise, to acquire, sell, or subscribe for any such security or instrument.

1.37 **Lien** means a “lien” as the term is defined in section 101(37) of the Bankruptcy Code.

1.38 **Liquidating Trust** means the trust established under the Plan in accordance with the Liquidating Trust Agreement.

1.39 **Liquidating Trustee** means the person identified either in the Liquidating Trust Agreement or by no later than the Confirmation Hearing and appointed to serve as the trustee of and to administer the Liquidating Trust under the Liquidating Trust Agreement.

1.40 **Liquidating Trust Agreement** means that certain Liquidating Trust Agreement to be executed as of the Effective Date which shall establish and govern the operation of the Liquidating Trust, conforming substantially to the form attached hereto as **Exhibit 1**.

1.41 **Liquidating Trust Assets** means, collectively, the Cash, accounts receivable, prepaid expenses, litigation claims and rights, Causes of Action, Avoidance Actions, and all other assets and property of the Debtor and the Debtor’s Estate whatsoever, including any proceeds thereof, all of which will be transferred to the Liquidating Trust on the Effective Date.



1.42 **Net Available Cash** means, at any time, the Cash held by the Liquidating Trust that is available for distribution to holders of Claims in accordance with the Plan.

1.43 **Petition Date** means July 27, 2015, the date on which the involuntary petition was filed against the Debtor.

1.44 **Plan** means this chapter 11 plan (including, without limitation, the Liquidating Trust Agreement, and all exhibits, supplements, appendices, and schedules annexed hereto or thereto), either in its present form or as the same may be altered, amended, modified, or supplemented from time to time in accordance with the terms and provisions hereof.

1.45 **Plan Documents** means the documents to be executed, delivered, assumed and/or performed in conjunction with the consummation of the Plan on the Effective Date, each in form and substance acceptable in all respects to the Debtor, including, without limitation, the Liquidating Trust Agreement and the Confirmation Order.

1.46 **Plan Proponent** means the Debtor.

1.47 **Priority Non-Tax Claim** means a Claim entitled to priority under section 507(a) of the Bankruptcy Code (other than an Administrative Claim or a Priority Tax Claim).

1.48 **Priority Tax Claim** means any Claim of a Governmental Unit against the Debtor entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code; provided, however, that any Claims for penalties asserted by a Governmental Unit shall not be Priority Tax Claim.

1.49 **Pro Rata Share** means the proportion that a Claim bears to the sum of all Claims (including Disputed Claims) within such Class or group of Classes for which an allocation is being determined, unless the Plan provides otherwise with respect to such Claim or Claims.

1.50 **Professional Compensation and Reimbursement Claim** means an Administrative Claim under section 330(a), 331, or 503 of the Bankruptcy Code for compensation of a professional or other Entity for services rendered or expenses incurred in the Chapter 11 Case on or before the Confirmation Date.

1.51 **Released Actions** means the Causes of Action, if any, against the Released Parties.

1.52 **Retained Causes of Action** means all Causes of Action other than the Released Actions.

1.57 **Sale Order** means the Order of the Bankruptcy Court dated November 24, 2015 [Doc. No. 65] under which certain of the Debtor's assets were sold and certain Causes of Action against Jason Chen and Lisa Chen were released.

1.53 **Schedules** means the schedules of assets and liabilities, the lists of holders of Interests, and the statement of financial affairs filed by the Debtor under section 521 of the

Bankruptcy Code, Bankruptcy Rule 1007, as such schedules and statements have been or may be amended or supplemented on or before the Confirmation Date.

1.54 ***Subordinated Claim*** means a Claim or a portion of any Claim subject to subordination under section 510 of the Bankruptcy Code.

1.55 ***Tax Code*** means the Internal Revenue Code of 1986, as amended from time to time.

1.56 ***Unimpaired*** means, with respect to a Claim, Class, or Interest, a Claim, Class, or Interest that is not Impaired.

1.57 ***Voting Deadline*** means the date by which a holder of a Claim or Interest must deliver a Ballot voting to accept or reject the Plan as set forth in the order of the Bankruptcy Court approving the Debtor's motion for approval of procedures relating to the solicitation of votes with respect to the Plan.

## **B. Interpretation; Application of Definitions; Rules of Construction.**

Unless the context otherwise requires, any capitalized term used and not defined herein or elsewhere in the Plan that is defined in the Bankruptcy Code shall have the meaning assigned to that term in the Bankruptcy Code. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter. Unless otherwise specified, (a) all article, section, schedule, or exhibit references in the Plan are to the respective article of, section in, schedule to, or exhibit to the Plan, as the same may be altered, amended, modified, or supplemented from time to time in accordance with the terms and provisions hereof and (b) all references to dollars are to the lawful currency of the United States of America. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan.

## **ARTICLE II**

### **TREATMENT OF CERTAIN UNCLASSIFIED CLAIMS**

#### **2.1 *Administrative Expense Claims.***

Except to the extent that an Allowed Administrative Expense Claim is not yet due or to the extent a holder of an Allowed Administrative Expense Claim has been paid before the Effective Date or agrees to a different treatment, in full satisfaction, settlement, and release of an in exchange for each Allowed Administrative Expense Claim (excluding any Professional Compensation and Reimbursement Claim), the holder thereof shall receive Cash from the Debtor or the Liquidating Trustee, as applicable, equal to the amount of such Administrative Expense

Claim on or as soon as reasonable practicable after the later of (a) the Effective Date or (b) the date on which such Administrative Expense Claim becomes Allowed by Final Order. Allowed Administrative Expense Claims not yet due and owing as of the Effective Date shall be paid by the Liquidating Trustee in the ordinary course of business, unless otherwise agreed to in writing by the Liquidating Trustee and the holder. Cash in the Administrative/Priority/Tax Claims Reserve shall be used to pay all Allowed Administrative Expense Claims.

Except as other provided herein, requests for payment of Administrative Claims must be filed and served on the Debtor and the Liquidating Trustee no later than the applicable Administrative Expense Claims Bar Date (unless previously properly filed and served in accordance with the applicable Bankruptcy Rules, Local Rules and practice). Holders of Administrative Expense Claims (other than Professional Compensation and Reimbursement Claims) that are required to, but do not, file and serve a request for payment of such Administrative Expense Claims by such date shall be forever barred, estopped and enjoined from asserting such Administrative Expense Claims against the Debtor, the Liquidating Trust or the Liquidating Trustee, or their property, and such Administrative Expense Claims shall be deemed satisfied as of the Effective Date. Objections to requests for payment of Administrative Expense Claims shall be filed no later than five (5) Business Days before the hearing on such Claims. Notwithstanding the foregoing, no request for payment of an Administrative Expense Claim need be filed with respect to (i) any Administrative Expense Claim previously Allowed by a Final Order, including any Administrative Expense Claim expressly Allowed under the Plan.

## **2.2 *Professional Compensation and Reimbursement Claims.***

All Entities seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 327, 328, 329, 330, 331, 503, or 1103 of the Bankruptcy Code (i) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is sixty (60) days after the Confirmation Date, and (ii) shall be paid in full in such amounts as are Allowed by the Bankruptcy Court (A) on the date on which the order relating to any such Professional Compensation and Reimbursement Claim is entered or (B) upon such other terms as may be mutually agreed upon between the holder of such an Professional Compensation and Reimbursement Claim and the Liquidating Trustee. Holders of Professional Compensation and Reimbursement Claims that do not file and serve such application by the required deadline shall be forever barred from asserting such Professional Compensation and Reimbursement Claims against the Debtor, its properties, or the Liquidating Trust, and such Claims shall be deemed discharged as of the Effective Date. Objections to Professional Compensation and Reimbursement Claims shall be filed no later than five (5) Business Days before the hearing on such Claims. The Liquidating Trust is authorized to pay compensation for professional services rendered and reimbursement of expenses incurred after the Confirmation Date in the ordinary course and without the need for Bankruptcy Court approval, including the reasonable fees and expenses of professionals employed subsequent to the Effective Date by the Liquidating Trustee.

**2.3 Priority Tax Claims.**

Except to the extent that a holder of an Allowed Priority Tax Claim has not been paid by the Debtor before the Effective Date, each holder of an Allowed Priority Tax Claim shall receive, on account of and in full and complete settlement, release, and discharge of, and in exchange for, such Allowed Priority Tax Claim, one of the following treatments: (i) Cash in an amount equal to such Allowed Priority Tax Claim on the later of the Effective Date and the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as practicable, (ii) in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, equal semi-annual Cash payments in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at a fixed annual rate equal to the statutory rate, over a period ending not later than five (5) years after the Petition Date, (iii) upon such other terms determined by the Bankruptcy Court to provide the holder of such Allowed Priority Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim, or (iv) upon such other terms as may be agreed to by the Liquidating Trustee and the holder of such Allowed Priority Tax Claim.

**2.4 United States Trustee Fees.**

All fees payable pursuant to § 1930 of title 28 of the United States Code and any applicable interest thereon that are due and payable as of the Effective Date shall be paid on the Effective Date or as soon thereafter as is reasonably practicable. All such fees and any applicable interest thereon that become due and payable after the Effective Date shall be paid by the Liquidating Trustee with funds from the Liquidating Trust Assets when such fees become due and payable. All such fees and any applicable interest thereon shall continue to become due and payable until the entry of a final decree closing the Chapter 11 Case or conversion or dismissal of the Chapter 11 Case, whichever is earlier.

**ARTICLE III**

**CLASSIFICATION OF CLAIMS AND INTERESTS**

**3.1 Classification of Claims and Interests.**

Claims (other than Administrative Expense Claims, Professional Compensation and Reimbursement Claims, and Priority Tax Claims) and Interests are classified for all purposes, including voting, confirmation, and distribution under the Plan, as follows:

<b>Class</b>	<b>Designation</b>	<b>Impairment</b>	<b>Entitled to Vote</b>
1	Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
2-A	General Unsecured Claims	Impaired	Yes
2-B	General Unsecured Claim of Airfasttickets Ltd.	Impaired	Yes
3	Existing Equity Interests	Impaired	No (deemed to reject)

## ARTICLE IV

### TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

#### 4.1 *Priority Non-Tax Claims (Class 1).*

(a) Impairment and Voting. Class 1 is unimpaired by the Plan. Each holder of an Allowed Priority Non-Tax Claim is not entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that a holder of an Allowed Priority Non-Tax Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed Priority Non-Tax Claim has not been paid in full before the Effective Date, each such holder shall receive, in full satisfaction of such Allowed Priority Non-Tax Claim, Cash in an amount equal to such Allowed Priority Non-Tax Claim, on or as soon as reasonably practicable after the later of (i) the Effective Date; (ii) the date the Priority Non-Tax Claim becomes an Allowed Claim; or (iii) the date for payment provided by any agreement or arrangement between the Debtor or the Liquidating Trustee, as the case may be, and the holder of the Allowed Priority Non-Tax Claim.

#### 4.2 *General Unsecured Claims (Class 2-A).*

(a) Impairment and Voting. Class 2-A is impaired by the Plan. Each holder of a General Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Except to the extent that a holder of an Allowed General Unsecured Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed General Unsecured Claim has not been paid in full before the Effective Date, in full and final satisfaction, settlement, release, and discharge of each Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive, on a distribution date, its Pro Rata Share of the Net Available Cash from the Liquidating Trust, after full and final satisfaction of or release of all Administrative Expense Claims, Professional Compensation and Reimbursement Claims, Priority Tax Claims, and Class 1 Priority Non-Tax Claims, in accordance with the terms of the Plan and the Liquidating Trust Agreement, as full and complete satisfaction of such holder's Claims against the Liquidating Trust. The Liquidating Trust shall make subsequent distributions to holders of Disputed General Unsecured Claims as of the Distribution Record Date whose Claims are subsequently Allowed in accordance with the terms of the Plan and the Liquidating Trust Agreement.

#### 4.3 *General Unsecured Claim of Airfasttickets, Ltd. (Class 2-B).*

(a) Impairment and Voting. Class 2-B is impaired by the Plan. Airfasttickets, Ltd. is entitled to vote to on the Plan.

(b) Distributions. Except to the extent that Airfasttickets, Ltd. has agreed to a less favorable treatment of its Claim, and only to the extent that any Allowed General Unsecured Claim of Airfasttickets, Ltd. has not been paid in full before the Effective Date, in full and final satisfaction, settlement, release, and discharge of each Allowed General Unsecured Claim of Airfasttickets, Ltd., Airfasttickets, Ltd. shall receive, on a distribution date, its Pro Rata Share of

the Net Available Cash from the Liquidating Trust, after full and final satisfaction of or release of all Administrative Expense Claims, Professional Compensation and Reimbursement Claims, Priority Tax Claims, and Class 1 Priority Non-Tax Claims, in accordance with the terms of the Plan and the Liquidating Trust Agreement, as full and complete satisfaction of Airfasttickets, Ltd.'s Claims against the Liquidating Trust. The Liquidating Trust shall make subsequent distributions to Airfasttickets, Ltd. of any of its Disputed General Unsecured Claims as of the Distribution Record Date when such Claims are subsequently Allowed in accordance with the terms of the Plan and the Liquidating Trust Agreement.

4.4 *Existing Equity Interests (Class 3)*

(a) Impairment and Voting. Class 3 is impaired and deemed to reject the Plan because Existing Equity Interests making up Class 3 will be cancelled on the Effective Date.

(b) Distributions. On the Effective Date, all Existing Equity Interests shall be cancelled. As such, Class 3 Holders of Allowed Existing Equity Interests shall receive nothing under the Plan.

**ARTICLE V**

**IMPLEMENTATION OF THE PLAN**

5.1 *The Liquidating Trust and the Liquidating Trustee.*

(a) The Liquidating Trust Agreement shall govern the rights and responsibilities of the Liquidating Trustee, who shall be (i) selected by the Debtor and (ii) identified either in the Liquidating Trust Agreement or by no later than the Confirmation Hearing.

(b) The salient terms of the Liquidating Trustee's employment, including the Liquidating Trustee's duties and compensation, shall be set forth in the Liquidating Trust Agreement and shall be consistent with that of similar functionaries in similar types of bankruptcy proceedings.

(c) On the Effective Date, (i) the authority, power, and incumbency of the persons who are or were acting as directors and officers of the Debtor shall be terminated and such directors and officers shall be deemed to have resigned, (ii) Adam Meislik, as the duly appointed receiver of Airfasttickets, Inc. by the Court of Chancery of the State of Delaware under Order dated July 21, 2015, shall be terminated and shall be deemed to have resigned, without further order of the Bankruptcy Court or the Court of Chancery of the State of Delaware, (iii) the Liquidating Trustee shall have the powers of an officer of the Debtor, and (iv) the Debtor after the Effective Date is authorized to be (and, by the conclusion of the winding up of its affairs, shall be) dissolved by the Liquidating Trustee.

(d) On the Effective Date, the Debtor shall assign and transfer absolutely and unconditionally to the Liquidating Trust, on behalf of the Debtor and the Estate, all assets of the Debtor and the Estate, including, without limitation, Cash, Causes of Action and Avoidance Actions.

(e) In the event the Liquidating Trustee dies, is terminated, or resigns for any reason, or is terminated for cause, a successor shall be designated as set forth in the Liquidating Trust Agreement.

(f) The Liquidating Trust Advisory Board shall have the rights and duties as set forth in the Liquidating Trust Agreement.

(g) The Liquidating Trustee shall carry out the duties set forth in Section 5.4 of the Plan and in the Liquidating Trust Agreement. The fees and expenses of the Liquidating Trustee will be paid in accordance with the Liquidating Trust Agreement and the Liquidating Trustee shall be authorized to retain professionals necessary to carry out its duties and to compensate such professionals in accordance with the Liquidating Trust Agreement.

(h) For federal income tax purposes, it is intended that the Liquidating Trust be classified as a liquidating trust under Treasury Regulation section 301.7701-4 and that such trust be owned by its beneficiaries. Accordingly, for federal income tax purposes, it is intended that the beneficiaries be treated as if they had received a distribution of an undivided interest in the Liquidating Trust Assets and then contributed such interests to the Liquidating Trust. The Liquidating Trust Agreement shall (i) state that the primary purpose of the Liquidating Trust is to liquidate the Liquidating Trust Assets with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, its liquidating purpose and (ii) contain a fixed or determinable termination date that is not more than five (5) years from the date of creation of the Liquidating Trust, which termination date may be extended for one or more finite terms subject to the approval of the Bankruptcy Court upon a finding that the extension is necessary to its liquidating purpose. Each such extension must be approved by the Bankruptcy Court within six (6) months of the beginning of the extended term.

(i) The Liquidating Trustee shall be responsible for filing all federal, state and local tax returns for the Liquidating Trust. The Liquidating Trustee shall file all federal tax returns for the Liquidating Trust as a grantor trust under Treasury Regulation section 1.671-4 unless otherwise required by applicable law. The Liquidating Trustee also will annually send to each Liquidating Trust beneficiary a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for U.S. federal income tax purposes and will instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holder's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns. The Liquidating Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the Liquidating Trust that is required by any Governmental Unit.

(j) As soon as practical after the Effective Date and to the extent reasonably possible, the Liquidating Trustee shall estimate the fair market value, as of the Effective Date, of all other Liquidating Trust Assets, and shall make all such values available from time to time, to the extent relevant, and such values shall be used consistently by all parties to the Liquidating Trust (including, without limitation, the Debtor, the Liquidating Trustee, and Liquidating Trust beneficiaries) for all United States federal income tax purposes.

(k) Allocations of Liquidating Trust taxable income among the Liquidating Trust beneficiaries shall be determined by reference to the manner in which an amount of cash representing such taxable income would be distributed (were such cash permitted to be distributed at such time) if, immediately before such deemed distribution, the Liquidating Trust had distributed all its assets (valued at their tax book value) to the holders of the Liquidating Trust beneficiaries, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Liquidating Trust. Similarly, taxable loss of the Liquidating Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Liquidating Trust Assets. The tax book value of the Liquidating Trust Assets for purpose of this paragraph shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Tax Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

(l) Interests in the Liquidating Trust shall be non-transferrable and any such transfer shall be disregarded by the Liquidating Trustee, except with respect to a transfer by will or under laws of descent and distribution; provided, however, such transfer will not be effective until and unless the Liquidating Trustee receives written notice of such transfer under the law of descent and distribution.

## 5.2 *Duties and Powers of the Liquidating Trustee.*

(a) General Authority. The Liquidating Trustee, together with its representatives and professionals, shall administer the Plan. In such capacity, the powers of the Liquidating Trustee, set forth more fully in the Liquidating Trust Agreement, shall include any and all powers necessary to implement the Plan and to administer and distribute the assets and wind up the business and affairs of the Debtor, including, without limitation, (i) overseeing the Claims resolution, distribution, and objection process (including, without limitation, the ability to object to, seek to subordinate, compromise, or settle any or all Claims against the Debtor or the Estate, other than Claims that are Allowed under the Plan), (ii) evaluating and, if appropriate, commencing, prosecuting, and continuing to pursue on behalf of the Debtor's Estate the Avoidance Actions and other Causes of Action, (iii) winding down the affairs of the Debtor, including through the sale or abandonment of the Estate's remaining assets which shall be transferred to the Liquidating Trust, (iv) dissolving the Debtor at the appropriate time post-confirmation, (v) maintaining books and records, and (vi) investing and managing Cash of the Liquidating Trust.

(b) Tax Obligations. The Liquidating Trustee shall be further authorized to (i) administer and pay any domestic and foreign taxes, including filing domestic and foreign tax returns for the Debtor and the Liquidating Trust, as applicable, (ii) request an expedited determination of any unpaid tax liability of the Debtor or the Estate under section 505 of the Bankruptcy Code for all taxable periods of the Debtor through the liquidation of the Debtor as determined under applicable tax laws, and (iii) represent the interest and account of the Debtor or the Estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding, or audit.



**5.3 *Dissolution of the Debtor after the Effective Date.***

The Debtor shall be dissolved as soon as practicable after the Effective Date. The Liquidating Trustee shall cause to be filed with the State of Delaware and any other governmental authority such certificate of dissolution or cancellation and other certificates or documents as may be or become necessary to implement the termination of the legal existence of the Debtor after the Effective Date.

**5.4 *Method of Distributions Under the Plan.***

(a) All distributions to holders of Allowed Claims and Existing Equity Interests in the Debtor shall be made by the Liquidating Trustee in accordance with the terms of the Plan and the Liquidating Trust Agreement.

(b) As Claims become Allowed and to the extent of Available Cash, the Liquidating Trustee shall pay the holders of such Allowed Claims in Cash as provided hereunder.

(c) At reasonable periodic intervals determined by the Liquidating Trustee, in its sole discretion, the Liquidating Trustee shall make payments to holders of Allowed Claims in accordance with the Plan, but in no event shall the first distribution occur later than the Initial Distribution Date. The Liquidating Trustee shall maintain Net Available Cash sufficient to pay holders of Class 2-A and Class 2-B Claims in the amount such holders would be entitled to receive under the Plan if such Claims were to become Allowed General Unsecured Claims. Upon completion of all duties of the Liquidating Trustee, and after the satisfaction of all outstanding obligations of the Liquidating Trust, all Net Available Cash at such time, if any, shall be distributed in accordance with the Plan.

(d) Notwithstanding anything in this Plan or the Disclosure Statement to the contrary, the Liquidating Trustee shall have the authority to object to the allowance or payment of any Disputed Claims on any grounds in accordance with the procedures set forth herein; provided, however, that the Liquidating Trustee shall make distributions in accordance with the Plan with respect to the undisputed portion of any Allowed Priority Non-Tax Claim, Allowed General Unsecured Claim, or Allowed General Unsecured Claim of Airfasttickets, Ltd.

**5.5 *Closing of the Debtor's Chapter 11 Case.***

When all Disputed Claims have become Allowed Claims or have been disallowed by Final Order, the Liquidating Trustee may seek authority from the Bankruptcy Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules. However, the Liquidating Trustee in his business judgment may also determine that the Chapter 11 Case should remain open for any reason (including to facilitate discovery by way of Rule 2004 motion(s) or on account of pending or forthcoming adversary proceedings).

**5.6 *Cancellation of Existing Agreements.***

Except (a) as otherwise expressly provided in the Plan, (b) with respect to executory contracts or unexpired leases that have been assumed and assigned by the Debtor, (c)

for purposes of evidencing a right to distributions under the Plan, or (d) with respect to any Claim that is reinstated and rendered unimpaired under the Plan (if any), on the date of closing of the Chapter 11 Case in accordance with the Plan, all instruments evidencing any Claims against the Debtor, including, without limitation, existing agreements and other contracts, shall be deemed automatically cancelled without further act or action under any applicable agreement, contract, law, regulation, order, or rule and the obligations of the Debtor thereunder shall be discharged under the Plan.

**5.7 *Compromise of Controversies.***

In consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims and controversies resolved under the Plan, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under Bankruptcy Rule 9019.

**ARTICLE VI**

**PROVISIONS GOVERNING VOTING AND DISTRIBUTIONS UNDER THE PLAN**

**6.1 *Voting.***

Each holder of an Allowed Claim or Interest in an impaired class of Claims or Interests that is entitled to vote on the Plan under Articles III and IV of the Plan shall be entitled to vote separately to accept or reject the Plan, as provided in an order of the Bankruptcy Court establishing procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan or any other order of the Bankruptcy Court.

**6.2 *All Distributions by Liquidating Trustee.***

All distributions under the Plan shall be made by the Liquidating Trustee from the Net Available Cash in the Liquidating Trust as provided for herein and in the Liquidating Trust Agreement. The Liquidating Trustee shall be deemed to hold all property to be distributed hereunder in trust for the beneficiaries of the Liquidating Trust entitled to receive same. The Liquidating Trustee shall not hold an economic or beneficial interest in such property.

**6.3 *Date of Distributions.***

Except as otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the Effective Date or as soon thereafter as is reasonably practicable. Whenever any distribution to be made under this Plan shall be due on a day other than a Business Day, such distribution shall instead be made, without interest, on the immediately succeeding Business Day and shall be deemed to have been made on the date due.

**6.4 *Delivery of Distributions.***

(a) Last Known Address. Subject to the provisions of Bankruptcy Rule 9010, distributions and deliveries to holders of Allowed Claims or Existing Equity Interests shall be

made at the address of such holders as set forth on the Schedules filed with the Bankruptcy Court unless superseded by the address set forth on proofs of claim filed by such holders, or at the last known address of such holders if no proof of claim is filed or if the Debtor or the Liquidating Trustee have been notified in writing of a change of address.

(b) Undeliverable Distributions. In the event that any distribution to any holder of a Claim or Existing Equity Interest is returned to the Liquidating Trustee as undeliverable, no further distributions shall be made to such holder unless and until the Liquidating Trustee is notified, in writing, of such holder's then-current address. Undeliverable distributions shall remain in the possession of the Liquidating Trustee until such time as a distribution becomes deliverable; provided, however, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of twelve (12) months from the Effective Date. After such date, all unclaimed property or interest in property shall become Net Available Cash for distribution under the terms of the Plan, and the Claim of any other holder to such property or interest in property shall be discharged and forever barred, notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary. All Entities ultimately receiving undeliverable Cash shall not be entitled to any interest or other accruals of any kind. Nothing contained in the Plan shall require the Liquidating Trustee to attempt to locate any holder of an Allowed Claim.

#### **6.5 *Time Bar to Cash Payments; Unclaimed Distributions.***

Checks issued by the Liquidating Trust on account of Allowed Claims shall be null and void if not negotiated within 180 days from and after the date of issuance thereof. Requests for re-issuance of any check shall be made directly to the Liquidating Trustee by the holder of the Allowed Claim with respect to which such check originally was issued. All distributions under the Plan that are unclaimed for a period of twelve (12) months after distribution thereof shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and any entitlement of any holder of any Claims to such distributions shall be extinguished and forever barred. Subject to the conditions set forth in the Plan, any distributions that remain unclaimed after the expiration of the twelve (12) month period set forth in the immediately preceding sentence shall be redistributed to holders of Claims or Interests under the terms of the Plan.

#### **6.6 *Distribution Record Date.***

With respect to holders of all Claims, on the Distribution Record Date, the Claims register shall be closed and any transfer of any Claim thereafter shall be prohibited. The Debtor or the Liquidating Trustee, as applicable, shall have no obligation to recognize any transfer of any such Claims occurring after the close of business after such date.

#### **6.7 *Manner of Payment under the Plan.***

Unless otherwise specified herein or unless the Entity receiving a payment agrees otherwise, any payment in Cash to be made by the Liquidating Trustee shall be made, at the election of the Liquidating Trustee, by check drawn on a domestic bank or by wire transfer from a domestic bank; provided, however, that for administrative convenience, the Liquidating

Trustee shall not be required to make distributions in an amount less than One Hundred Dollars (\$100.00).

**6.8 *Distributions After Effective Date.***

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

**6.9 *Setoffs and Recoupment.***

Other than with respect to Claims Allowed hereunder, the Debtor may, but shall not be required to, setoff against or recoup from any Claim and the payments to be made under the Plan in respect of such Claim any Claims of any nature whatsoever that the Debtor may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor of any such Claim it may have against such claimant.

**ARTICLE VII**

**PROVISION FOR TREATMENT OF DISPUTED CLAIMS UNDER THE PLAN**

**7.1 *Objections to Claims; Filing of Late Claims.***

(a) As of the Effective Date, objections to, and requests for estimation of, Claims against the Debtor may be interposed and prosecuted only by the Liquidating Trustee. Such objections and requests for estimation shall be served on the respective claimant and filed with the Bankruptcy Court on or before the latest of: (i) the later of one hundred and eighty (180) days after the Effective Date or sixty (60) days after the date on which such Claim was filed (provided that any Claims filed after the Effective Date shall be deemed null and void and no further action shall be required by the Debtor in respect thereof) or (ii) such later date as may be fixed by the Bankruptcy Court.

(b) Except for timely-filed damage claims arising from the rejection of executory contracts and unexpired leases rejected under Section 8.1 of the Plan, any holder of a Claim or Interest shall be barred from filing a proof of claim after the Confirmation Date without first seeking and obtaining leave from the Bankruptcy Court to do so after notice to the Liquidating Trustee and a hearing on notice.

**7.2 *No Distributions Pending Allowance.***

Notwithstanding any other provision hereof, if any portion of a Claim is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes Allowed.

**7.3 *Distributions After Allowance.***

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions, if any, shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court Allowing any Disputed Claim becomes a Final Order (which date may be, at the option of the Liquidating Trustee, the next Distribution Date to holders of Allowed General Unsecured Claims), the Liquidating Trustee will provide to the holder of such Allowed Claim the distribution to which such holder is entitled under the Plan.

**7.4 *Resolution of Claims.***

On and after the Effective Date, the Liquidating Trustee shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections to Claims and to compromise, settle, or otherwise resolve any Disputed Claims without approval of the Bankruptcy Court.

**7.5 *Estimation of Claims.***

The Debtor or the Liquidating Trustee may at any time request that the Bankruptcy Court estimate any Claim under section 502(c) of the Bankruptcy Code regardless of whether the Debtor or the Liquidating Trustee previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection (for the avoidance of doubt, however, to the extent a Claim has been Allowed by a Bankruptcy Court order, such Claim is no longer subject to estimation), and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtor or the Liquidating Trustee may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

**ARTICLE VIII**

**EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**8.1 *Rejection of Any Remaining Executory Contracts and Unexpired Leases.***

Under sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtor and any Entity shall be deemed rejected by the Debtor as of the Effective Date, except for any executory contract or unexpired lease (a) that has been rejected by a Final Order of the Bankruptcy Court before the Effective Date, (b) that has been assumed or assumed and assigned under a Final Order of the Bankruptcy

Court, including the Sale Order, before the Effective Date, (c) as to which a motion for approval of the assumption or assumption and assignment of such executory contract or unexpired lease has been filed and served before the Confirmation Date, or (d) that is listed by the Debtor in the Liquidating Trust Agreement. With respect to those executory contracts and unexpired leases set forth in the Liquidating Trust Agreement, the period for the assumption, assumption and assignment, or rejection of such executory contracts and unexpired leases shall be extended until the date of closing of the Chapter 11 Case.

**8.2 *Approval of Rejection of Executory Contracts and Unexpired Leases.***

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute the approval by the Bankruptcy Court, under sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption or rejection of the executory contracts and unexpired leases as of the Effective Date that are assumed or rejected under Section 8.1 of the Plan.

**8.3 *Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Under the Plan.***

Claims arising out of the rejection of an executory contract or unexpired lease under Section 8.1 of the Plan must be filed with the Bankruptcy Court and served upon the Debtor (or, on and after the Effective Date, upon the Liquidating Trustee) no later than thirty (30) days after the later of (i) notice of entry of an order approving the rejection of such executory contract or unexpired lease and (ii) notice of entry of the Confirmation Order. All such Claims not filed within such time will be forever barred from assertion against the Debtor, its Estate, or Liquidating Trust.

**8.4 *Insurance Policies.***

Unless specifically assumed or rejected by order of the Bankruptcy Court, or unless listed in the Liquidating Trust Agreement as set forth in Section 8.1 of the Plan, all of the Debtor's insurance policies and any agreements, documents, or instruments relating thereto, are treated as executory contracts under the Plan and shall be rejected in accordance with Section 8.1 of the Plan. Nothing contained in this section shall constitute or be deemed a waiver of the right to assert and collect on claims relating to the period before the Effective Date or any Cause of Action that the Debtor may hold against any Entity, including, without limitation, the insurer, under any of the Debtor's policies of insurance, and all such rights and Causes of Action shall be assigned and shall vest in the Liquidating Trust on the Effective Date. For the avoidance of any doubt, nothing herein shall affect the rights or ability of the Debtor and its Estate, or the Liquidating Trustee, as successor in interest of the Debtor and its Estate, to assert, prosecute, or settle, by litigation or otherwise, any Causes of Action of the Debtor and its Estate covered, or the availability of coverage, under of the Debtor's insurance policies, and any agreements, documents, or instruments relating thereto, and all rights under the Debtor's insurance policies, and any agreements, documents, or instruments relating thereto shall be preserved and shall vest with the Liquidating Trust and shall remain in full force and effect after the Effective Date for the term thereof. Further, for the avoidance of any doubt, the Liquidating Trustee may assert, prosecute, or settle Causes of Action under any of the Debtor's director and officer liability,

employment practices, liability, or fiduciary liability insurance policies, as an insolvency trustee, receiver, examiner, liquidator, or similar official, as those terms are used in the polices.

## ARTICLE IX

### CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVE DATE

#### 9.1 *Conditions Precedent to Confirmation.*

The occurrence of the Confirmation Date is subject to satisfaction of the following conditions precedent:

(a) Entry of the Disclosure Statement Order. The Clerk of the Bankruptcy Court shall have entered the Disclosure Statement Order in form and substance acceptable to the Plan Proponent, the effectiveness of which shall not have been stayed or modified fourteen (14) days following the entry thereof.

(b) Proposed Confirmation Order. The proposed Confirmation Order shall be in form and substance acceptable to the Plan Proponent.

(c) Plan Documents. All Plan Documents shall be in form and substance acceptable to the Plan Proponent before the documents are filed with the Bankruptcy Court.

(d) Absence of Adverse Action. The absence of any pending or threatened action by any Governmental Unit or Entity or any law that has the effect of or actually does prevent consummation of any material transaction under the Plan.

#### 9.2 *Conditions Precedent to Effective Date.*

The occurrence of the Effective Date and the substantial consummation of the Plan are subject to satisfaction of the following conditions precedent:

(a) Entry of the Confirmation Order. The Clerk of the Bankruptcy Court shall have entered the Confirmation Order in form and substance acceptable to the Plan Proponent, the effectiveness of which shall not have been stayed within fourteen (14) days following the entry thereof, and the Confirmation Order shall be a Final Order.

(b) Consents Obtained. The Debtor shall have received all authorizations, consents, legal and regulatory approvals, rulings, letters, no-action letters, opinions, or documents that are necessary to implement and consummate the Plan and that are required by law, regulation, or order.

(c) Satisfaction of Conditions in Plan. The Debtor shall have satisfied all other conditions set forth in the Plan.

(d) Liquidating Trust Assets. The Liquidating Trust Assets shall have been transferred to the Liquidating Trust under the Plan and the Liquidating Trust Agreement.

(e) Execution of Documents; Other Actions. All other actions and documents necessary to implement the Plan shall have been effected or executed.

**9.3 *Waiver of Conditions.***

The Debtor may, to the extent not prohibited by applicable law, waive one or more of the conditions precedent to the Effective Date set forth in Section 9.2 of the Plan without notice to any party in interest or the Bankruptcy Court and without a hearing.

**9.4 *Satisfaction of Conditions.***

Except as expressly provided or permitted in the Plan, any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred before the taking of any other such action. If one or more of the conditions specified in Section 9.1 and 9.2 of the Plan have not occurred or otherwise been waived under Section 9.3 of the Plan within 120 days after the Confirmation Date, which period may be extended by the Debtor, then (a) the Confirmation Order shall be vacated, (b) no distributions under the Plan shall be made; (c) the Debtor and all holders of Claims and Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred, and (d) the Debtor's obligations with respect to Claims and Interests shall remain unchanged and nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Interests by or against the Debtor or any other person or to prejudice in any manner the rights of the Debtor or any Entity in any further proceedings involving the Debtor.

**ARTICLE X**

**EFFECT OF CONFIRMATION**

**10.1 *Vesting of Assets.***

On the Effective Date, under sections 1141(b) and (c) of the Bankruptcy Code, all Liquidating Trust Assets shall vest in the Liquidating Trust, subject to the rights and interest of the Liquidating Trust's beneficiaries, and the Debtor's and its Estate's assets, properties, and interests shall be released from the custody and jurisdiction of the Bankruptcy Court, and all such assets, properties, and interests shall vest in the Liquidating Trust free and clear of all Claims, Liens, encumbrances, charges and other interests, except as provided under the Plan.

**10.2 *Binding Effect.***

Subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Plan shall bind any present and former holder of a Claim against, or Interest in, the Debtor and its Estate and such holder's respective related Entities, successors and assigns, whether or not such holder's Claim or Interests is impaired under the Plan, whether or not such holder has voted or failed to vote to accept or reject the Plan, and whether or not such holder is entitled to receive any distribution under the Plan.



10.3 *Discharge of Claims and Termination of Interests.*

To the fullest extent permitted by section 1141 of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or the Confirmation Order, the rights afforded in the Plan and the payments and distributions to be made hereunder shall be in exchange for and in complete satisfaction and discharge of all existing debts, liabilities, and Claims, and shall terminate all Interests, of any kind, nature, or description whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtor and its Estate, or any of its assets or properties, regardless of whether any property shall have been distributed or retained under this Plan on account of such Claims and Interests, including demands, liabilities, and causes of action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i) of the Bankruptcy Code. Except as provided in the Plan, on the Effective Date, all existing Claims against the Debtor and Interests in the Debtor, shall be, and shall be deemed to be satisfied and discharged, and all holders of Claims and Interests shall be precluded and enjoined from asserting against the Liquidating Trust or any of its respective assets or properties, any other or further Claim or Interest based upon any act or omission, transaction, or other activity of any kind or nature that occurred before the Effective Date, whether or not such holder has filed a proof of Claim or proof of Interest. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise specifically provided in the Plan or the Confirmation Order.

10.4 *Injunction or Stay on Claims.*

**Except as otherwise expressly provided in the Plan, the Confirmation Order, or such other order of the Bankruptcy Court that may be applicable, all Entities who have held, hold, or may hold Claims or other debt or liability that is discharged or Interests or other right of equity interest that is discharged under the Plan are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or other debt or liability or Interest or other right of equity interest that is terminated or cancelled under the Plan against the Debtor, the Debtor's Estate, properties or interests in properties of the Debtor, or the Liquidating Trust, (b) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Debtor, the Debtor's Estate, properties or interests in properties of the Debtor, or the Liquidating Trust, (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor, the Debtor's Estate, properties or interests in properties of the Debtor, or the Liquidating Trust, (d) except to the extent provided, permitted, or preserved by sections 553, 555, 556, 559, 560, or 561 of the Bankruptcy Code or under the common law right of recoupment, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from or against the Debtor, the Debtor's Estate, properties or interests in properties of the Debtor, or the Liquidating Trust with respect to any such Claim or other debt or liability that is discharged or Interest or other right of equity interest that is terminated or cancelled under the Plan, and (e) taking any actions to interfere with the implementation or consummation of the Plan. Such injunction shall extend to all successors of the Debtor and its properties and interests in property of all of the successors.**

10.5 *Terms of Existing Injunctions or Stays.*

Except as otherwise provided in this Plan, to the extent permitted by applicable law and subject to the Bankruptcy Court's post-confirmation jurisdiction to modify the injunctions and stays under this Plan, (a) all injunctions with respect to or stays against an action against property of the Debtor's Estate arising under or entered during the Chapter 11 Case under §§ 105 or 362 of the Bankruptcy Code, and in existence on the Confirmation Date, shall remain in full force and effect until such property is no longer property of the Debtor's Estate; and (b) all other injunctions and stays arising under or entered during the Chapter 11 Case under §§ 105 or 362 of the Bankruptcy Code shall remain in full force and effect until the earlier of (i) the date that the Chapter 11 Case is closed pursuant to a Final Order of the Bankruptcy Court or (ii) the date that the Chapter 11 Case is dismissed pursuant to a Final Order of the Bankruptcy Court.

10.6 *Exculpation.*

(a) **None of (i) the Debtor; (ii) Adam Meislik, as the duly appointed receiver of Airfasttickets, Inc. by the Court of Chancery of the State of Delaware under Order dated July 21, 2015 (the "Receiver"); or (iii) attorneys, financial advisors, accountants, and other professionals retained by the Debtor or the Debtor's Estate, and each of their respective members, officers, directors, employees, advisors, professionals, counsel, agents, and other affiliated Persons, including, without limitation, (a) Arent Fox LLP, the Debtor's general bankruptcy and restructuring counsel, (b) Richards, Layton & Finger, P.A., the Debtor's special counsel, (c) BSW & Associates, the Debtor's financial advisor, (d) Wright Ford Young & Co., the Debtor's tax accountants, (e) U Turn Business Recovery Consultants Ltd., the Debtor's financial advisor in the country of Greece, (f) BMC Group, Inc., the Debtor's claims and noticing agent (collectively, the "Released Parties") shall have or incur any liability to any Holder of any Claim or Interest for any act or omission in connection with, relating to, or arising out of the Chapter 11 Case and related proceedings, including, but not limited to, filing of the Chapter 11 Case, administration of the Chapter 11 Case, the Sale, formulation, negotiation, preparation, dissemination, approval, execution, administration, confirmation, implementation, or consummation of, as well as the solicitation of votes for, the Plan (including all distributions thereunder), the Disclosure Statement, the Plan Supplement, or any contract, instrument, document, or other agreement related thereto, except for, and as determined by a Final Order entered by a court of competent jurisdiction, bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct or other applicable rule, malpractice; and, in all respects, the Released Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.**

(b) **From and after the Effective Date, the Liquidating Trustee and any professionals retained by the Liquidating Trustee (including, without limitation, attorneys, accountants, and financial advisors), all solely in their capacity as such, shall be exculpated by holders of Claims and Interests from any and all Claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon the Liquidating Trustee by the Plan, the Liquidating Trust Agreement, or any order of the**

Bankruptcy Court entered under or in furtherance of the Plan, or applicable law, except for, and as determined by a Final Order entered by a court of competent jurisdiction, bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct or other applicable rule, malpractice; and, in all respects, the Liquidating Trustee and any professionals retained by the Liquidating Trustee shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan and the Liquidating Trust Agreement.

10.7 *Preservation of Causes of Action / Reservation of Rights.*

Except with respect to Released Actions, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver, release, or the relinquishment of any Causes of Action that the Debtor or the Estate may have. The Causes of Action (including, without limitation, Avoidance Actions) shall vest in the Liquidating Trust, and the Liquidating Trustee may choose to assert any such Causes of Action on behalf of the Debtor or its Estate under any provision of the Bankruptcy Code or any applicable non-bankruptcy law. For purposes of clarity, the Liquidating Trustee shall have, retain, reserve, and be entitled to assert all such Claims, Clauses of Action (including, without limitation, Avoidance Actions), rights of setoff, recoupment, and other legal or equitable defenses which the Debtor had immediately before the Petition Date fully as if the Chapter 11 Case had not been commenced, and all of the Debtor's and the Estate's legal and equitable rights and remedies respecting any Claim left unimpaired by the Plan may be asserted by the Liquidating Trustee after the Confirmation Date to the same extent as if the Chapter 11 Case had not been commenced.

10.8 *Injunction on Causes of Action.*

Except as provided in the Plan, as of the Effective Date, all non-Debtor entities are permanently enjoined from commencing or continuing in any manner, any Causes of Action, whether directly, derivatively, on account of or respecting any debt or Cause of Action of the Debtor which the Liquidating Trustee retains sole and exclusive authority to pursue in accordance with the Plan and the Liquidating Trust Agreement or which have been released under the Plan.

10.9 *Releases By The Debtor.*

**EFFECTIVE AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, THE DEBTOR AND ITS ESTATE SHALL BE DEEMED TO COMPLETELY AND FOREVER RELEASE, WAIVE, VOID, EXTINGUISH, AND DISCHARGE EACH OF THE FOLLOWING: (I) ADAM MEISLIK, AS THE DULY APPOINTED RECEIVER OF AIRFASTTICKETS, INC. BY THE COURT OF CHANCERY OF THE STATE OF DELAWARE UNDER ORDER DATED JULY 21, 2015 (THE "RECEIVER"); AND (II) ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AND OTHER PROFESSIONALS RETAINED BY THE DEBTOR OR THE ESTATE, AND EACH OF**

**THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, ADVISORS, PROFESSIONALS, COUNSEL, AGENTS, AND OTHER AFFILIATED PERSONS, INCLUDING, WITHOUT LIMITATION, (A) ARENT FOX LLP, THE DEBTOR'S GENERAL BANKRUPTCY AND RESTRUCTURING COUNSEL, (B) RICHARDS, LAYTON & FINGER, P.A., THE DEBTOR'S SPECIAL COUNSEL, (C) BSW & ASSOCIATES, THE DEBTOR'S FINANCIAL ADVISOR, (D) WRIGHT FORD YOUNG & CO., THE DEBTOR'S TAX ACCOUNTANTS, (E) U TURN BUSINESS RECOVERY CONSULTANTS LTD., THE DEBTOR'S FINANCIAL ADVISOR IN THE COUNTRY OF GREECE, (F) BMC GROUP, INC., THE DEBTOR'S CLAIMS AND NOTICING AGENT (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL RELEASED ACTIONS, CLAIMS, CAUSES OF ACTIONS, AND OTHER LIABILITIES, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, ARISING BEFORE OR DURING THIS CHAPTER 11 CASE AND BEFORE THE EFFECTIVE DATE FROM ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF THIS CHAPTER 11 CASE AND RELATED PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, FILING OF THIS CHAPTER 11 CASE, ADMINISTRATION OF THIS CHAPTER 11 CASE, THE SALE, FORMULATION, NEGOTIATION, PREPARATION, DISSEMINATION, APPROVAL, EXECUTION, ADMINISTRATION, CONFIRMATION, IMPLEMENTATION, OR CONSUMMATION OF, AS WELL AS THE SOLICITATION OF VOTES FOR, THE PLAN (INCLUDING ALL DISTRIBUTIONS THEREUNDER), THE DISCLOSURE STATEMENT, AND THE PLAN SUPPLEMENT; PROVIDED, HOWEVER, THAT THE DEBTOR AND THE ESTATE SHALL NOT BE DEEMED TO HAVE RELEASED ANY SUCH ENTITY FROM LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD AS DETERMINED BY A FINAL ORDER ENTERED BY A COURT OF COMPETENT JURISDICTION.**

*10.10 Releases By The Holders of Claims and Interests.*

**EFFECTIVE AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, EACH HOLDER OF A CLAIM (WHETHER OR NOT ALLOWED) AGAINST THE DEBTOR THAT (A) VOTES TO ACCEPT THE PLAN (OR IS DEEMED TO ACCEPT THE PLAN) OR HOLDER OF AN INTEREST IN THE DEBTOR (WHETHER OR NOT ALLOWED), AND EACH PERSON OR ENTITY PARTICIPATING IN EXCHANGES AND DISTRIBUTIONS UNDER THIS PLAN, FOR ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, TRANSFEREES, CURRENT AND FORMER OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, IN EACH CASE IN THEIR CAPACITY AS SUCH, SHALL BE DEEMED TO RELEASE, WAIVE, VOID, EXTINGUISH, AND DISCHARGE, UNCONDITIONALLY AND FOREVER, ANY AND ALL CLAIMS, CAUSES OF ACTION, AND RELEASED ACTIONS AGAINST THE DEBTOR AND THE RELEASED PARTIES (OTHER THAN THE RIGHTS TO ENFORCE THE PLAN, AND ANY RIGHT OR OBLIGATION UNDER THE PLAN, AND THE SECURITIES,**

**CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED HEREUNDER OR CONTEMPLATED HEREBY), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, THAT ARE BASED IN WHOLE OR IN PART ON ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTOR, THIS CHAPTER 11 CASE AND RELATED PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, FILING OF THIS CHAPTER 11 CASE, ADMINISTRATION OF THIS CHAPTER 11 CASE, THE SALE, FORMULATION, NEGOTIATION, PREPARATION, DISSEMINATION, APPROVAL, EXECUTION, ADMINISTRATION, CONFIRMATION, IMPLEMENTATION, OR CONSUMMATION OF, AS WELL AS THE SOLICITATION OF VOTES FOR, THE PLAN (INCLUDING ALL DISTRIBUTIONS THEREUNDER), THE DISCLOSURE STATEMENT, AND THE PLAN SUPPLEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT OPERATE AS A WAIVER OF OR RELEASE FROM ANY CAUSES OF ACTION ARISING FROM LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OF ANY OF THE RELEASED PARTIES AS DETERMINED BY A FINAL ORDER ENTERED BY A COURT OF COMPETENT JURISDICTION.**

## **ARTICLE XI**

### **RETENTION OF JURISDICTION**

#### **11.1 *Retention of Jurisdiction.***

The Bankruptcy Court shall retain and have exclusive jurisdiction over any matter arising under the Bankruptcy Code, arising in or related to the Chapter 11 Case or the Plan, or that relates to the following purposes:

- (a) to resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom;
- (b) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan;
- (c) to determine any and all adversary proceedings, contested matters, applications, motions (including motions under Bankruptcy Rule 2004), or litigation matters that may be pending on the Effective Date or that, under the Plan, may be commenced by the Liquidating Trustee after the Effective Date (which jurisdiction shall be non-exclusive as to any non-core matters);

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

(e) to hear and determine any timely objections to Claims and Interests, including any objections to the classification of any Claim or Interest, and to allow, disallow, subordinate, recharacterize, determine, liquidate, classify, estimate, compromise, settle, or establish the priority, or secured or unsecured status, of any Claim, including Disputed Claims, in whole or in part;

(f) to resolve any Disputed Claims;

(g) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed, or vacated;

(h) to hear and determine any matters or disputes arising under or in connection with the Liquidating Trust Agreement;

(i) to issue such orders in aid of consummation of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(j) to consider any modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(k) to hear and determine all applications for awards of compensation for services rendered and reimbursement of expenses incurred before or after the Effective Date under sections 330, 331, and 503(b) of the Bankruptcy Code;

(l) to hear and determine all requests for payment of Administrative Expense Claims;

(m) to hear and determine any disputes over matters relating to the indemnification of the Liquidating Trustee and any professionals retained by the Liquidating Trustee under the Liquidating Trust Agreement;

(n) to hear and determine and adjudicate any litigation involving Causes of Action, Avoidance Actions, or any other Liquidating Trust Assets;

(o) to hear and determine disputes arising in connection with or relating to the Plan or the interpretation, implementation, or enforcement of the Plan or the extent of any Entity's obligations incurred in connection with or released under the Plan;

(p) to issue restraining orders or injunctions and to enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(q) to determine any other matters that may arise in connection with or are related to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, agreement, or document created in connection with the Plan, the Disclosure Statement, or the Liquidating Trust Agreement;

(r) to hear and determine any actions to recover assets of the Debtor and property of the Debtor's Estate, wherever located;

(s) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of tax under section 505(b) of the Bankruptcy Code);

(t) to hear and determine any other matters related hereto for any purpose that is not inconsistent with the Bankruptcy Code and title 28 of the United States Code; and

(u) to enter a final decree closing the Chapter 11 Case.

## ARTICLE XII

### MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

#### 12.1 *Modification of the Plan.*

The Plan Proponent reserve its right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan, or any exhibits to the Plan at any time before entry of the Confirmation Order. Upon entry of the Confirmation Order, the Plan Proponent may, upon order of the Bankruptcy Court, jointly amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan. A holder of a Claim that has adopted the Plan shall be deemed to have accepted the Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim of such holder.

#### 12.2 *Revocation or Withdrawal of the Plan.*

(a) The Plan may be revoked or withdrawn by the Plan Proponent before the Effective Date.

(b) If the Plan is revoked or withdrawn before the Effective Date, the Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims by the Debtor or any other Entity or to prejudice in any manner the rights of the Debtor or any other Entity in any further proceedings involving the Debtor.

## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

#### 13.1 *Effectuating Documents and Further Transactions.*

On or before the Effective Date, and without the need for any further order or authority, the Debtor shall file with the Bankruptcy Court or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtor is authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and any securities issued under the Plan.

#### 13.2 *Withholding and Reporting Requirements.*

In connection with the consummation of the Plan and all instruments issued in connection herewith and distributed hereunder, any party issuing any instrument or making any distribution under the Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions under the Plan shall be subject to any such withholding or reporting requirements. Notwithstanding the above, each holder of an Allowed Claim or Existing Equity Interest that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any party issuing any instrument or making any distribution under the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

#### 13.3 *United States Trustee Fees and Reports.*

After the Effective Date and until the Chapter 11 Case is closed, all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of disbursements made by the Liquidation Trust shall be paid by the Liquidation Trustee. After the Confirmation Date, the Liquidation Trustee shall prepare, file, and serve on the Office of the United States Trustee such quarterly disbursement reports for the Liquidation Trust as required by the Office of the United States Trustee for as long as the Chapter 11 Case remains open.

#### 13.4 *Expedited Tax Determination.*

The Liquidating Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, such Debtor for all taxable periods through the Effective Date.

#### 13.5 *Exemption from Transfer Taxes.*

Under section 1146(a) of the Bankruptcy Code, the assignment or surrender of any lease or sublease, or the delivery of any deed or other instrument of transfer under, in



furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition of assets contemplated by the Plan shall not be subject to any stamp, real estate transfer, mortgage recording, sales, use, or other similar tax.

**13.6 *Substantial Consummation.***

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

**13.7 *Severability of Plan Provisions.***

If, before the Confirmation Date, any term or provision of the Plan shall be held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall, at the request of the Plan Proponent, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable under its terms.

**13.8 *Governing Law.***

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that an exhibit hereto provides otherwise, the rights, duties, and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the Bankruptcy Code and, to the extent not inconsistent therewith, the laws of the State of New York, without regard to any conflicts of law provisions that would require the application of the law of any other jurisdiction.

**13.9 *Time.***

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

**13.10 *Solicitation of the Plan.***

As of and subject to the occurrence of the Confirmation Date, the Plan Proponent shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, section 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation.

13.11 *Exhibits/Schedules.*

All exhibits and schedules to the Plan are incorporated into and are a part of the Plan as if set forth in full herein.

13.12 *Notices.*

All notices, requests, and demands to or upon the Debtor shall, to be effective, be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtor, to:

Airfasttickets, Inc.  
20341 Birch Street, Suite 220  
Newport Beach, CA 92660  
Attn: Adam Meislik

with a copy to:

Arent Fox LLP  
1675 Broadway  
New York, New York 10019  
Facsimile: (212) 484-3990  
Telephone: (212) 484-3900  
Attn: George V. Utlik, Esq.

and

Arent Fox LLP  
555 West Fifth Street, 48th Floor  
Los Angeles, CA 90013  
Telephone: (213) 629-7400  
Facsimile: (213) 629-7401  
Attn: Aram Ordubegian, Esq.

13.13 *Section Headings.*


The section headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan.

13.14 *Inconsistencies.*

To the extent of any inconsistencies between the information contained in the Disclosure Statement and the terms and provisions of the Plan, the terms and provisions contained herein shall govern.

Dated: New York, New York  
July 11, 2016

Airfasttickets, Inc.

By:   
Name: Adam Meislik for the Debtor and  
Debtor In Possession

**EXHIBIT 1  
TO THE PLAN**

**(LIQUIDATING TRUST AGREEMENT)**

**LIQUIDATING TRUST AGREEMENT**  
**FOR THE LIQUIDATING TRUST OF AIRFASTTICKETS, INC.**

This Liquidating Trust Agreement (the “Agreement”) dated \_\_\_\_\_, 2016 and executed by and among \_\_\_\_\_, as the liquidating trustee (the “Liquidating Trustee”) and Adam Meislik, as the receiver duly appointed by the Court of Chancery of the State of Delaware under Order dated July 21, 2015 of Airfasttickets, Inc., the debtor and debtor in possession (the “Debtor”), in that certain chapter 11 bankruptcy case, Case No. 15-11951 (SHL), (the “Bankruptcy Case”) pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) in connection with the *Debtor’s Chapter 11 Plan of Liquidation* (as amended, modified, or supplemented, the “Plan”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan.

**RECITALS**

WHEREAS, on July 27, 2015 (the “Petition Date”) and involuntary petition under chapter 7 of the Bankruptcy Code was filed against the Debtor in the Bankruptcy Court;

WHEREAS, on October 27, 2015 (the “Order for Relief Date”), the Bankruptcy Court entered its Order for Relief thereby converting the Debtor’s chapter 7 case to a chapter 11 case;

WHEREAS, the Debtor filed its Plan [Doc. No. \_\_\_\_] with the Bankruptcy Court;

WHEREAS, the Plan provides, among other things, for the establishment of a liquidating trust (the “Liquidating Trust”) for the benefit of its Beneficiaries (defined below) and for the appointment of the Liquidating Trustee as the trustee and manager of the Liquidating Trust. The Plan provides for the creation of this Liquidating Trust to administer those Liquidating Trust Assets (as defined in the Plan) distributed and transferred to, and that have vested in, the Liquidating Trust for the benefit of the holders of Allowed Claims, including, without limitation, Cash, Causes of Action, and Avoidance Actions. In accordance with the Plan, after the Effective Date, the Liquidating Trustee shall have exclusive control over all Liquidating Trust Assets.

WHEREAS, the Liquidating Trustee has agreed to act as trustee under this Liquidating Trust Agreement;

WHEREAS, the Liquidating Trust is established for the sole purpose of administering Liquidating Trust Assets and implementing the Liquidating Trust Functions (defined below), in accordance with Treasury Regulations Section 301.7701-4(d), with no objective or authority to continue or engage in the conduct of a trade or business;

WHEREAS, the Liquidating Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) that is treated as “grantor trust” for federal and applicable state income tax purposes;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, pursuant to the Plan, the parties do hereby covenant and agree as follows:

## ARTICLE I

### Definitions; Interpretive Rules.

1.1 Terms Defined in Plan. Any capitalized term used and not defined herein shall have the meaning assigned to it in the Plan.

1.2 Interpretive Rules. For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) references to “Articles”, “Sections”, and other subdivisions, without reference to a particular document, are to be designated Articles, Sections, and other subdivisions of this Agreement; (b) the use of the term “including” means “including but not limited to”; and (c) the words “herein”, “hereof”, “hereunder”, and other words of similar import refer to this Agreement as a whole and not to any particular provision (unless otherwise specified). The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement. The singular shall include the plural and the plural the singular, when the context so requires, and the feminine, the masculine, and the neuter genders shall be mutually inclusive. Wherever the conjunctive (e.g., “and”) is used herein, it shall also be read as if phrased in the disjunctive (e.g., “or”), and vice versa.

## ARTICLE II

### Establishment of the Liquidating Trust, Appointment of the Liquidating Trustee

2.1 Creation and Name. This Agreement hereby creates the Liquidating Trust, which shall be known as the “Liquidating Trust of Airfasttickets, Inc.” and is the same Liquidating Trust referred to as the Liquidating Trust under the Plan. Pursuant to the Plan, the parties hereby establish the Liquidating Trust, effective as of the Effective Date. \_\_\_\_\_ is hereby appointed as the Liquidating Trustee, effective as of the Effective Date, and hereby accepts such appointment. On the Effective Date, the Liquidating Trust will become effective, in order to carry out the Liquidating Trust Functions (defined below). On the Effective Date or as soon thereafter as practicable, pursuant to the Plan and Sections 1123, 1141, and 1146(a) of the Bankruptcy Code, the Debtor and the Estate, as the case may be, will transfer, grant, assign, convey, set over, and deliver to the Liquidating Trustee, for the benefit of the Liquidating Trust, all of the Debtor’s and Estate’s right, title, and interest in and to the Liquidating Trust Assets free and clear of all Liens, Claims, encumbrances, or interests of any kind in such property, except as otherwise provided for in the Plan. On the Effective Date, and automatically and without further action, the Liquidating Trustee will have full power and authority as the trustee of the Liquidating Trust in accordance with the Plan and this Agreement. On and after the Effective Date, the Liquidating Trustee, on behalf of the Liquidating Trust, will take any and all actions as he believes may be necessary, desirable, or appropriate with respect to the Liquidating Trust, subject to the terms of the Plan and this Agreement. The Liquidating Trust is organized and established as a trust for the benefit of the Beneficiaries and is intended to qualify as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) (pursuant to the guidance set forth in IRS Revenue Procedure 94-45, 1994-2 C.B. 684) for the benefit of the Litigation Trust Beneficiaries, and this Litigation Trust is authorized to establish one or more disputed ownership funds within the meaning of Treasury Regulation Section 1.468B-9(b)(1).

The Liquidating Trust will not be deemed a successor-in-interest of the Estate for any purpose other than as specifically set forth in the Plan and this Agreement. This Agreement and the Liquidating Trust created pursuant to the Plan and this Agreement are hereby declared to be irrevocable and the Debtor shall not have any right at any time to withdraw any of the property held hereunder or to revoke, annul, or cancel the Liquidating Trust in whole or in part, or to alter, amend, or modify this Agreement in any respect. In the event of any inconsistency between this Agreement, the Plan, and the Confirmation Order, the Confirmation Order and Plan, in that order, shall govern

2.2 Vesting of Estate Assets, Free and Clear of Liens. Upon the Effective Date, the Liquidating Trust will be vested with all right, title, and interest in the Liquidating Trust Assets, and such property will become the property of the Liquidating Trust free and clear of all Claims, Liens, charges, other encumbrances, and Interests, except as otherwise provided for in the Plan.

### ARTICLE III

#### Liquidating Trust, Purpose, Administration

3.1 Purpose of the Liquidating Trust. The Liquidating Trust shall be established for the purpose of carrying out the Liquidating Trust Functions and liquidating, distributing, and resolving claims to the Liquidating Trust Assets, in accordance with Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Accordingly, the Liquidating Trustee shall, in an expeditious but orderly manner, carry out the Liquidating Trust Functions, liquidate and convert the Liquidating Trust Assets to Cash, make timely Distributions, and not unduly prolong the duration of the Liquidating Trust.

3.2 Governance of the Liquidating Trust. The Liquidating Trust will be administered and controlled by the Liquidating Trustee.

3.3 Purpose of this Agreement and Liquidating Trust Functions. The parties hereby enter into this Agreement for the purposes of establishing the Liquidating Trust contemplated by the Plan and authorizing the Liquidating Trustee to, among other things, implement and carry out the Liquidating Trust functions as follows: (a) establishing reserves and investing Cash; (b) selling or otherwise liquidating non-Cash assets of the Liquidating Trust; (c) retaining and paying professionals as necessary to carry out the purposes of the Liquidating Trust, without need of further Court approval or notice; (d) preparing and filing tax returns for the Liquidating Trust; (e) the maintenance of books and records, including preparing and filing reports and other documents necessary to conclude and close the Chapter 11 Case; (f) objecting to, reconciling, seeking to subordinate or recharacterize, resolving, compromising, or settling any or all Claims, including Disputed Claims, and administering Distributions on account of Allowed Claims; (g) marshalling, liquidating, and distributing the Litigation Trust Assets in an expeditious but orderly manner; (h) investigating, evaluating, filing, litigating, prosecuting, settling, or otherwise pursuing any Causes of Action (including, without limitation, Avoidance Actions); (i) abandoning Liquidating Trust Assets that cannot be sold or distributed economically; (j) making interim and final Distributions of Liquidating Trust Assets (after

payment of or reserve for all Liquidating Trust expenses) to the Liquidating Trust Beneficiaries pursuant to this Agreement; (k) winding up the affairs of the Liquidating Trust and dissolving it under applicable law; (l) destroying records; and (m) such other responsibilities as may be vested in the Liquidating Trustee pursuant to the Plan, this Agreement or Bankruptcy Court order or as may be necessary and proper to carry out the provisions of the Plan (collectively “Liquidating Trust Functions”).

3.4 Administration of the Liquidating Trust Assets. From and after the Effective Date, the Liquidating Trustee shall take all steps necessary to liquidate all Liquidating Trust Assets and distribute the proceeds in accordance with the Plan, Confirmation Order, and this Agreement, including selling, leasing, prosecuting, litigating, settling or otherwise liquidating and reducing the Liquidating Trust Assets to Cash, or abandoning the Liquidating Trust Assets on such terms and for such consideration as he deems to be reasonable and in the best interests of the Beneficiaries.

3.5 Authority of the Liquidating Trustee. The Liquidating Trustee will serve as a fiduciary to the Beneficiaries of the Liquidating Trust and will be empowered to implement the Liquidating Trust Functions, effect all actions, execute and deliver all agreements, instruments, and other documents, make the distributions contemplated, and perform all of the obligations and agreements of the Liquidating Trust and/or of the Liquidating Trustee necessary to implement the provisions of the Plan and this Agreement (to the extent applicable) and otherwise in furtherance of the purposes of the Liquidating Trust. The Liquidating Trustee shall have absolute discretion to pursue or not to pursue any Causes of Action as it determines is in the best interests of the Liquidating Trust’s Beneficiaries and consistent with the purposes of the Liquidating Trust, and shall have no liability for the outcome of his decision, other than those decisions that constitute bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct or other applicable rule, malpractice, as determined by a Final Order entered by a court of competent jurisdiction.

3.6 Expenses of the Liquidating Trust. The Liquidating Trust Assets will be used to pay all liabilities, costs, and expenses of the Liquidating Trust, including compensation then due and payable to the Liquidating Trustee, his agents, representatives, professionals, and employees and all costs, expenses, and liabilities incurred by the Liquidating Trustee in connection with the performance of his duties. The reasonable fees and expenses of the Liquidating Trustee and his counsel and agents will be paid from the Liquidating Trust Assets, without need of Bankruptcy Court approval, subject to the terms set forth in herein.

3.7 Tax Treatment of Liquidating Trust. For United States federal and applicable state income tax purposes, the transfer of the Liquidating Trust Assets to the Liquidating Trust pursuant to and in accordance with the Plan shall be treated as a disposition of such assets directly to and for the benefit of the Beneficiaries. The Beneficiaries will be treated as the grantors and owners of the Liquidating Trust. All earnings of the Liquidating Trust shall be currently taxable to the Beneficiaries in the year in which such earnings are realized, including earnings retained in any established reserves, in accordance with their respective rights to such earnings. The Liquidating Trust is intended to qualify as a liquidating trust that is treated



as a “grantor trust” for federal income tax purposes, and the Liquidating Trustee shall use his best efforts to operate and maintain the Liquidating Trust in compliance with Internal Revenue Service Revenue Procedure 94-45, 1994-2 C.B. 684, and Treasury Regulation Sections 1.671-4(a) and 301.7701-4(d) and all subsequent guidelines regarding liquidating trusts issued by the Internal Revenue Service.

3.8 Incorporation of Plan. The Plan, as confirmed by the Confirmation Order, is hereby incorporated into this Agreement and made a part hereof by this reference.

## ARTICLE IV

### Debtor; Corporate Action; Winding-Up of Affairs

4.1 Dissolution of the Debtor. On the Effective Date and upon (i) the Debtor, or such entity designated by the Debtor, making the Effective Date Distributions, (ii) the Debtor causing the Liquidating Trust Assets to be transferred to the Liquidating Trust in accordance the Plan and this Agreement, and (iii) the Debtor’s material completion of all other duties and functions set forth in the Plan as soon as practicable after the Effective Date, Adam Meislik, as the receiver duly appointed by the Court of Chancery of the State of Delaware under Order dated July 21, 2015 of the Debtor (the “Receiver”), and the members of the board of directors or managers, as the case may be, of the Debtor shall be deemed to have resigned.

4.2 The Debtor through the Receiver shall, pursuant to § 505(b) of the Bankruptcy Code, have the right to request an expedited determination of any unpaid liability of the Debtor’s Estate for any tax incurred during the administration of the Chapter 11 Case. As of the Effective Date, the Receiver will be responsible for preparing and filing any tax forms or returns on behalf of the Debtor’s Estate; provided, however, that the Receiver shall not be responsible for preparing or filing any tax forms for Existing Equity Holders (as Existing Equity Interests are canceled under the Plan), but shall provide Existing Equity Holders with any information reasonably requested in writing and required to prepare such forms.

4.3 Upon completion of the Debtor’s final tax return by the Receiver and the entry of a final decree closing the Chapter 11 Case, the Debtor shall be deemed dissolved for all purposes in accordance with applicable state law.

## ARTICLE V

### The Liquidating Trust Advisory Board

Pursuant to the terms of the Plan, on the Effective Date, a Liquidating Trust Advisory Board shall be formed and shall initially consist of Edgar Park, Jeff Golden, and the Liquidating Trustee (with the Liquidating Trustee only entitled to vote in the event of a tie) subject to replacement as set forth herein. The Liquidating Trust Advisory Board shall have the duty, but not obligation, to take actions in accordance with the provisions of this Plan and in furtherance of the execution of the Plan. Additionally, the Liquidating Trust Advisory Board shall have the following rights and duties:

- a) to approve any release or indemnity in favor of any third-party granted or agreed to by the Liquidating Trustee;
- b) to authorize the Liquidating Trustee to commence any Cause of Action or Avoidance Action in which the Liquidating Trustee seeks to recover in excess of One Hundred Thousand Dollars (\$100,000);
- c) to approve any settlement of any Cause of Action or Avoidance Action in excess of Seventy-Five Thousand Dollars (\$75,000);
- d) to approve the allowance of Disputed Claims by the Liquidating Trustee in excess of Seventy-Five Thousand Dollars (\$75,000);
- e) to approve the sale of any Assets by the Liquidating Trustee with value in excess of Fifty Thousand Dollars (\$50,000);
- f) to review all financial information relating to the Liquidating Trust and the Estate, which shall be promptly provided by the Liquidating Trustee upon request by the Liquidating Trust Advisory Board;
- g) to monitor Distributions to Creditors and Beneficiaries;
- h) to take such other actions as it deems necessary and appropriate with respect to the implementation of the Plan;
- i) to approve the Liquidating Trustee's retention of professionals;
- j) to remove the Liquidating Trustee in accordance with the procedures in the Liquidating Trust Agreement; and
- k) to approve the Liquidating Trust Budget.

The Liquidating Trust Advisory Board will be entitled to vote on, and the Liquidating Trustee is required to procure the approval of a majority of the members of the Liquidating Trust Advisory Board, on all of the foregoing matters. Members of the Liquidating Trust Advisory Board can vote on any of the following foregoing matters in which they do not have a direct pecuniary interest: the commencement or settlement of any litigation, including objections to claims or Avoidance Actions where the amount at issue is greater than \$75,000. Further, in the case of a tie among members of the Liquidating Trust Advisory Board eligible to vote on any issue, the Liquidating Trustee shall cast the deciding vote.

The Liquidating Trustee shall serve at the direction of the Liquidating Trust Advisory Board, provided, however, that the Liquidating Trust Advisory Board may not direct the Liquidating Trustee or the members of the Liquidating Trust Advisory Board to act in a manner inconsistent with their duties under the Liquidating Trust Agreement and the Plan. The Liquidating Trust Advisory Board may terminate the Liquidating Trustee at any time in accordance with the provisions of this Liquidating Trust Agreement or upon the determination of the Bankruptcy Court on a motion for good cause shown.

The Liquidating Trustee shall consult regularly with the Liquidating Trust Advisory Board, but in no event less than on a quarterly basis, when carrying out the purpose and intent of the Liquidating Trust. The Liquidating Trust Advisory Board shall be entitled to monitor the status and progress made by the Liquidating Trustee. The Liquidating Trust Advisory Board may meet and/or consult periodically with the Liquidating Trustee and keep itself apprised of the affairs of the Liquidating Trust.

In the event of a vacancy of a member, the other member(s) of the Liquidating Trust Advisory Board, in consultation with the Liquidating Trustee, shall have the authority to fill such vacancy. In the event any position is vacant for more than thirty (30) days, the Liquidating Trustee shall have the authority, without need of notice to the remaining members of the Liquidating Trust Advisory Board, to fill such vacancy at his or her sole discretion.

The members of the Liquidating Trust Advisory Board shall be deemed to be third-party beneficiaries of this Agreement.

Notwithstanding anything herein or in the Plan, nothing shall prevent the Liquidating Trustee from taking, or failing to take, any action that, based upon the advice of counsel, it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty which the Liquidating Trustee owes to the Beneficiaries or any other person, including actions contrary to, or in the absence of, instruction by the Liquidating Trust Advisory Board.

## ARTICLE VI

### **Duties, Rights, and Powers of Liquidating Trustee**

6.1 Status of the Liquidating Trustee. The Liquidating Trustee, acting on behalf of the Liquidating Trust, shall be the “representative of the estate” as that phrase is used in Section 1123(b)(3)(B) of the Bankruptcy Code with respect to the rights and powers granted in this Agreement, the Plan, and Confirmation Order. Except as otherwise set forth in the Plan and Confirmation Order, the Liquidating Trust shall be the successor-in-interest to the Debtor with respect to all Liquidating Trust Assets, including all Causes of Action that were or could have been commenced by the Debtor or the Estate before the Effective Date and shall be deemed substituted for the Debtor, the Estate, or the Receiver, as the case may be, as the party in such action. All Causes of Action, Claims, rights, or interests constituting Liquidating Trust Assets are preserved and retained and may be enforced by the Liquidating Trust as the representative of the Debtor and/or the Estate pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code. The Liquidating Trust shall be a party in interest as to all matters over which the Bankruptcy Court has jurisdiction and shall be the only party to have standing to file, prosecute, settle, or compromise all Liquidating Trust Assets, including all Causes of Action. Further, for the avoidance of any doubt, the Liquidating Trustee may bring, assert, pursue or settle Causes of Action under any primary director and officer liability, employment practices liability, or fiduciary liability insurance policies, as insolvency trustees, receivers, examiners, conservators, liquidators, rehabilitators or similar officials, as those terms are used in the policies of the Debtor.

6.2 Duties of the Liquidating Trustee. The Liquidating Trustee shall have the exclusive right and duty to administer and liquidate the Liquidating Trust Assets, file, prosecute, litigate, compromise, settle, and abandon Causes of Action assigned and delivered to the Liquidating Trust, pursue and, subject to Section 7.4 hereof, oversee the objections to and resolution of Claims and related processes, collect all income, make Distributions to the Beneficiaries from the Liquidating Trust Assets, and make payments to other parties, all as provided in this Agreement, the Plan, and the Confirmation Order.

6.3 Standard of Care. The Liquidating Trustee shall exercise his rights and powers vested in him by this Agreement and use reasonable business judgment in his exercise of his duties. Subject to applicable law, the Liquidating Trustee shall not be liable to the Liquidating Trust or any Beneficiary for any act he may do or omit to do as a Liquidating Trustee while acting in good faith and in the exercise of his reasonable business judgment. The foregoing limitation on liability will apply equally to the agents, professionals, accountants, attorneys, and/or employees of the Liquidating Trustee acting on behalf of the Liquidating Trustee in the fulfillment of the Liquidating Trustee's duties hereunder.

6.4 Bond. The Liquidating Trustee shall not be required to post a bond.

6.5 Liquidating Trustee's Rights and Powers. Subject to Section 12.6 herein, the Liquidating Trustee shall act on behalf of the Liquidating Trust and, except as otherwise provided for under the Plan and this Agreement, shall be vested with all rights, powers, privileges, and benefits afforded to the Debtor's Estate and/or a "trustee" under sections 704 and 1106 of the Bankruptcy Code, including, without limitation, the attorney-client and work product privilege, and shall be vested with any such rights, powers, privileges, and benefits of the Debtor and its Estate, including the right to assert the attorney-client privilege or any other privilege of and on behalf of the Debtor and the Estate, and the right to enforce contracts and assert claims, defenses, offsets, and privileges. The Liquidating Trustee shall have all the powers and authority set forth in this Agreement, the Plan, and the Confirmation Order that are necessary to effect the disposition, orderly liquidation, and/or distribution of all Liquidating Trust Assets and proceeds thereof. As of the Effective Date, the rights and powers of the Liquidating Trustee shall include, without further Bankruptcy Court approval, but subject to the limitations set forth in the Plan or the Confirmation Order, the rights and powers to:

(a) Liquidate or otherwise reduce to Cash the Liquidating Trust Assets in accordance with the Plan and this Agreement;

(b) resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom;

(c) Settle, resolve, and object to Claims, and assert, file, prosecute, compromise and settle Causes of Action assigned and delivered to the Liquidating Trust, whether or not the Causes of Action or objections to Claims have been commenced before the Effective Date, and the Liquidating Trustee shall be substituted as the real party in interest in any such action or objection by or against the Debtor, the Estate, or the Receiver, as the case may be;

(d) assert, file, prosecute, compromise and settle any and all adversary proceedings, contested matters, applications, motions (including motions under Bankruptcy Rule 2004), or litigation matters that may be pending on the Effective Date or that, under the Plan, may be commenced after the Effective Date;

(e) Make the payments provided for in the Plan and Section 7.1 hereof, including Distributions to the Liquidating Trust's Beneficiaries;

(f) Determine, satisfy, object to, seek to allow, disallow, subordinate, recharacterize, determine, liquidate, classify, estimate, compromise, settle, or establish the priority, or secured or unsecured status, of any Claim, including Disputed Claims and any liabilities created, incurred, or assumed by the Liquidating Trust, in whole or in part;

(g) Invest the Liquidating Trust Assets as set forth herein;

(h) Establish, maintain, and administer any reserve as necessary and appropriate under the Plan, including a reserve for payment of the expenses of the Liquidating Trust;

(i) Maintain and administer the Cash in the Liquidating Trust;

(j) Pay and satisfy from the Liquidating Trust Assets all Allowed Claims and Liquidating Trust expenses, including professional fees and expenses, and all fees due pursuant to Section 1930 of Chapter 123 of Title 28 of the United States Code until such time as the Bankruptcy Court enters a final decree closing the Chapter 11 Case;

(k) Enforce, carry out, and comply with the terms of the Plan, Confirmation Order, and this Agreement;

(l) Enforce, carry out and perform the Liquidating Trustee's duties and Liquidating Trust Functions under this Agreement and the Plan;

(m) Sell at public or private sale, or exchange, transfer, or convey, on such terms and conditions, and at such time or times as the Liquidating Trustee shall determine, any or all of the Liquidating Trust Assets; and to that end, grant options, make contracts, retain brokers, and sign, seal, acknowledge, and deliver any and all proper deeds, or other instruments of conveyance or transfer thereof; and delegate to an attorney-in-fact the power to execute all documents necessary to accomplish a sale, lease, transfer, or exchange of such property;

(n) Obtain and maintain such space, facilities, equipment, supplies and personnel as shall be reasonably necessary for the performance of the Liquidating Trustee's duties hereunder and under the Plan and Confirmation Order;

(o) Retain and employ counsel or special counsel, financial advisors, accountants, and other professionals and individuals in connection with the administration of the Liquidating Trust or the liquidation of the Liquidating Trust Assets, and pay all reasonable and necessary costs of any litigation directly or indirectly involving the Debtor, the Estate, the Liquidating Trust, or the Liquidating Trust Assets;

(p) Prepare and deliver written statements or notices, quarterly or otherwise, required by law or by the terms of this Agreement to be delivered to Beneficiaries;

(q) When all Disputed Claims filed against the Debtor have become Allowed Claims or have been disallowed by Final Order, and all of the Liquidating Trust Assets have been liquidated and distributed in accordance with the Plan and this Agreement, seek authority from the Bankruptcy Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules;

(r) If at any time the Liquidating Trustee determines, in reliance upon such professionals as the Liquidating Trustee may retain, that the expense of administering the Liquidating Trust so as to make a final distribution to the Beneficiaries is likely to exceed the value of the assets remaining in the Liquidating Trust, the Liquidating Trustee shall apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to close the Chapter 11 Case, (ii) donate the balance to a charitable organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code that is unrelated to the Liquidating Trust and the Liquidating Trustee, and (iii) close the Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules;

(s) Hold legal title to any and all rights of the Beneficiaries in or arising from the Liquidating Trust or Liquidating Trust Assets;

(t) Execute and file any and all documents, regulatory filings and transfer applications and take any and all other actions related to, or in connection with, the liquidation of the Liquidating Trust, the exercise of the Liquidating Trustee's powers granted herein and the enforcement of any and all instruments, contracts, agreements, Claims, or Causes of Action relating to the Liquidating Trust or the Liquidating Trust Assets;

(u) Open and maintain bank accounts and deposit funds, draw checks and make disbursements in accordance with this Agreement and the Plan;

(v) If necessary, prepare and file, or have prepared and filed, any and all tax and information returns with respect to the Liquidating Trust treating the Liquidating Trust as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations and pay taxes properly payable by the Liquidating Trust, if any, and make distributions to Beneficiaries net of any such taxes;

(w) In the event the Liquidating Trustee determines that any of the Beneficiaries of the Liquidating Trust may, will or has become subject to adverse tax consequences, take such actions that in his reasonable discretion will, or are intended to, alleviate such adverse tax consequences, such as dividing the Liquidating Trust Assets into several trusts or other structures and/or paying certain Beneficiaries in a manner different than that originally contemplated hereunder (but not otherwise inconsistent with the provisions of this Agreement or the Plan), provided, however, the Liquidating Trustee shall be under no obligation to take any such actions;

(x) Withhold from the amount allocable, payable or distributable to any Entity such amount as may be sufficient or required to pay any tax or other charge which the

Liquidating Trust has determined, in his reasonable discretion, is required to be withheld therefrom under the income tax laws of the United States or of any state or political subdivision thereof, and to pay or deposit such withheld tax with the appropriate governmental authority. In the exercise of his discretion and judgment, the Liquidating Trustee may enter into agreements with taxing or other governmental authorities for the payment of such amounts as may be withheld in accordance with the provisions hereof;

(y) Seek any relief from or resolution of any disputes concerning the Plan, the Liquidating Trust, or the Liquidating Trust Assets by the Bankruptcy Court or any other court of competent jurisdiction;

(z) Appear and participate in any proceeding before the Bankruptcy Court or any other court of competent jurisdiction with respect to any matter regarding or relating to this Agreement, the Plan, Confirmation Order, Liquidating Trust, or the Liquidating Trust Assets;

(aa) Review and object to professional fee claims; and

(bb) Take such other actions as shall be necessary to implement the Plan, Confirmation Order, and the terms of this Agreement, wind down the affairs of the Liquidating Trust and effect the closing of the Chapter 11 Case, carry out the Liquidating Trust Functions and related obligations, exercise the Liquidating Trustee's rights and the Liquidating Trust's rights in accordance with and subject to the Plan and Confirmation Order, and perform all of the duties, responsibilities, and obligations as set forth in this Agreement.

6.6 Limitations on Liquidating Trustee. For U.S. federal income tax purposes, the Liquidating Trustee shall not be authorized to engage in any trade or business with respect to the Liquidating Trust Assets or any proceeds therefrom except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. The Liquidating Trustee shall take such actions consistent with the prompt orderly liquidation of the Liquidating Trust Assets as required by applicable law and consistent with the treatment of the Liquidating Trust as a liquidating trust under Treasury Regulations Section 301.7701-4(d), to the extent such actions are permitted by this Agreement. The Liquidating Trustee shall, on behalf of the Liquidating Trust, hold the Liquidating Trust out as a trust in the process of liquidation and not as an investment company. The Liquidating Trustee shall not become a market-maker for the Beneficial Interests (defined below) or otherwise attempt to create a secondary market for the Beneficial Interests. The Liquidating Trustee shall be restricted to the liquidation of the Liquidating Trust Assets on behalf, and for the benefit, of the holders of Allowed Claims and the distribution and application of Liquidating Trust Assets for the purposes set forth in, and the conservation and protection of the Liquidating Trust Assets and the administration thereof in accordance with, the provisions of this Agreement, the Plan, and the Confirmation Order.

6.7 Estimation of Claims. The Liquidating Trustee, may (but is not required to) at any time request that the Bankruptcy Court estimate any Contingent Claim or Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code for any reason, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to

any Claim, including, without limitation, during the pendency of any appeal relating to such objection. In the event that the Bankruptcy Court estimates any Contingent Claim or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Liquidating Trustee may pursue supplementary proceedings to object to the allowance of such Claim. The Liquidating Trustee, is further authorized to file a Proof of Claim or Interest as provided under Section 501(c) of the Bankruptcy Code.

6.8 Limitations on the Liquidating Trustee's Liabilities. The Liquidating Trustee, or any of his respective professionals, including attorneys, accountants, financial advisors, and legal advisors, shall not be responsible and shall not have any liability whatsoever to any person for any loss or liability the Debtor, the Estate, or the Liquidating Trust may sustain or incur, except as otherwise provided in this Agreement.

6.9 Selection of Agents. The Liquidating Trustee may select, retain and employ, and determine compensation for, any professionals, including accountants, financial advisors, legal advisors, brokers, consultants, custodians, investment advisors, asset services, auditors, and other agents, as the Liquidating Trustee deems necessary (collectively, the "Trustee Professionals") to assist in carrying out the Liquidating Trustee's duties, with the reasonable fees and expenses of such professionals to be paid by the Liquidating Trust. Subject to the Plan and this Agreement, the Liquidating Trustee may pay the salaries, fees, and expenses of such Entities out of the Liquidating Trust Assets. The Liquidating Trustee shall not be liable for any loss to the Debtor, the Estate, or the Liquidating Trust or any person interested therein, including Beneficiaries, by reason of any mistake or default of any such agent or consultant.

6.10 Signature. As of the Effective Date of the Plan, the Liquidating Trustee shall have the signature power and authority on behalf of the Liquidating Trust to (a) open and close accounts with any banking, financial or investment institution; (b) make deposits and withdrawals of cash and other property into or from any such account; (c) make or endorse checks with respect to any such account; and (d) effectuate purchases and sales of securities and give security purchase and sale orders to brokers or any other third parties, and the exercise of such power and authority shall be deemed to be authorized by and to represent the decision of the Liquidating Trustee then entitled to make such decision.

6.11 Maintenance of Register. The Liquidating Trustee shall at all times maintain or cause to be maintained a register of the Claims and the Liquidating Trust's Beneficiaries, which shall include the names and addresses of each Beneficiary, the amount of each Beneficiary's Allowed Claim(s), and the amounts paid to each Beneficiary by the Liquidating Trust.

6.12 Liability of Liquidating Trustee.

(a) Liability; Indemnification. The Liquidating Trustee, the Trustee Professionals, and the Liquidating Trustee's agents and servants, shall not in any way be liable for any acts or omissions to act except by reason of their bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an



attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct or other applicable rule, malpractice, as determined by a Final Order entered by a court of competent jurisdiction, in the performance of their duties under the Plan, Confirmation Order, or this Agreement. The Liquidating Trust shall indemnify the Liquidating Trustee, the Trustee Professionals, and the Liquidating Trustee's agents and servants and hold them harmless from and against any and all liabilities, expenses, claims, damages, and losses incurred by them as a direct result of actions taken or omissions to act by them in such capacity or otherwise related to this Agreement or the Liquidating Trust. The Liquidating Trust shall indemnify and hold harmless any Entity who was, or is, a party, or is threatened to be made a party, to any pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Entity is or was the Liquidating Trustee, a Trustee Professional, or the Liquidating Trustee's agent or servant, against all costs, expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Entity in connection with such action, suit or proceeding, or the defense or settlement of any claim, issue or matter therein, to the fullest extent permitted by applicable law, unless such costs and expenses, judgments, fines or amounts paid in settlement are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Entity's bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct or other applicable rule, malpractice in the performance of their duties under the Plan, Confirmation Order, or this Agreement. Costs or expenses incurred by any Entity entitled to the benefit of the provisions of this Section 6.12 in defending any such action, suit, or proceeding may be paid by the Liquidating Trust in advance of the institution or final disposition of such action, suit or proceeding, if authorized by the Liquidating Trustee, subject to providing an undertaking to repay all such advanced amounts if it is subsequently determined that such Entity is not entitled to indemnification under this Section. Any dispute regarding such indemnification of the Liquidating Trustee shall be resolved only by the Bankruptcy Court, which shall retain jurisdiction over matters relating to the indemnification provided under this Section. The Liquidating Trustee may in his discretion purchase and maintain insurance on behalf of any Entity who is or was a beneficiary of this provision. Promptly after receipt by an indemnified party or parties (the "Indemnified Party") of notice of any claim, or notice of commencement of any action, suit, or proceeding by an Entity other than the Liquidating Trustee, in respect of which the Indemnified Party may seek indemnification from the Liquidating Trust pursuant to this Section, the Indemnified Party, if not the Liquidating Trustee, shall notify the Liquidating Trustee of such claim, action, suit or proceeding and shall thereafter promptly convey all further communications and information in respect thereof to the Liquidating Trustee. If the Indemnified Party is the Liquidating Trustee, the Liquidating Trustee shall notify the Bankruptcy Court of such claim, action, suit, or proceeding and shall thereafter promptly convey all further communications and information in respect thereof to the Bankruptcy Court. The Liquidating Trustee shall, if it so elects, have sole control at the expense of the Liquidating Trust over the contest, settlement, adjustment, or compromise of any claim, action, suit, or proceeding in respect of which this Section requires that the Liquidating Trust indemnify the Indemnified Party. If the Liquidating Trustee is the Indemnified Party, he shall obtain the written approval of Bankruptcy Court before settling, adjusting, or compromising any claim, action suit, or proceeding in respect of which this Section requires that the Liquidating Trust indemnify the Indemnified Party. The Indemnified Party shall cooperate with the

reasonable requests of the Liquidating Trustee in connection with such contest, settlement, adjustment, or compromises, provided that (i) the Indemnified Party may, if it so elects, employ counsel at its own expense to assist in (but not control) the handling of such claim, action, suit, or proceeding, (ii) the Liquidating Trustee shall obtain the prior written approval of the Indemnified Party before entering into any settlement, adjustment, or compromise of such claim, action, suit, or proceeding, or ceasing to defend against such claim, action, suit, or proceeding, if pursuant thereto or as a result thereof injunction or other relief would be imposed upon the Indemnified Party, and (iii) the Indemnified Party shall obtain the prior written approval of the Liquidating Trustee, or, if the Liquidating Trustee is the Indemnified Party, the prior written approval of the Bankruptcy Court, before entering into any settlement, adjustment or compromise of such claim, action, suit, or proceeding, or ceasing to defend against such claim, action, suit, or proceeding, and no such settlement, adjustment, or compromise shall be binding on the Liquidating Trust without such approval.

(b) Exculpation Relating to the Liquidating Trust. No holder of a Claim or Interest or any other party in interest will have, or otherwise pursue, any claim or cause of action against the Liquidating Trustee, the Liquidating Trust or the employees or professionals thereof (solely in the performance of their duties), for making payments and Distributions in accordance with the Plan or for fulfilling any functions incidental to implementing the provisions of the Plan or this Agreement, except for any acts or omissions to act that are the result of bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing, or, in the case of an attorney professional and as required under Rule 1.8(h)(1) of the New York State Rules of Professional Conduct, malpractice.

(c) No Liability for Acts of Predecessor. No successor Liquidating Trustee shall be in any way responsible for the acts or omissions of any Liquidating Trustee in office before the date on which such person becomes a Liquidating Trustee, nor shall he be obligated to inquire into the validity or propriety of any such act or omission, unless such successor Liquidating Trustee expressly assumes such responsibility. Any successor Liquidating Trustee shall be entitled to accept as conclusive any final accounting and statement of the Liquidating Trust Assets furnished to such successor Liquidating Trustee by such predecessor Liquidating Trustee and shall further be responsible only for those Liquidating Trust Assets included in such statement.

(d) No Implied Obligations. The Creditor Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, in the Plan and Confirmation Order, and no other or further covenants or obligations shall be implied into this Agreement. The Liquidating Trustee shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations, or warranties herein or in any documents or instrument evidencing or otherwise constituting a part of the Liquidating Trust Assets. The Liquidating Trustee makes no representations as to the value of the Liquidating Trust Assets or any part thereof, nor as to the validity, execution, enforceability, legality, or sufficiency of this Agreement; and the Liquidating Trustee shall incur no liability or responsibility with respect to any such matters.

(e) Reliance by Liquidating Trustee on Documents or Advice of Counsel or Other Entities. Except as otherwise provided herein, the Liquidating Trustee may rely and shall

be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, and other paper or document reasonably believed to be genuine and to have been signed or presented by the proper party or parties, and shall have no liability or responsibility with respect to the form, execution, or validity thereof. None of the provisions hereof shall require the Liquidating Trustee to expend or risk his own funds or otherwise incur financial liability or expense in the performance of any duties hereunder.

(f) No Personal Obligation for Debtor's Liabilities. Beneficiaries, holders of Claims, holders of Interests, or other persons dealing with the Liquidating Trustee in his capacity as Liquidating Trustee within the scope of this Agreement shall look solely to the Liquidating Trust Assets to satisfy any liability incurred by the Liquidating Trustee to such person in carrying out the terms of this Agreement, and the Liquidating Trustee shall have no personal or individual obligation to satisfy any such liability.

6.13 Establishment of Trust Accounts. The Liquidating Trustee may establish or cause to be established and maintained any accounts needed in connection with the purposes of the Liquidating Trust (the "Trust Account"). Such accounts shall be maintained only at FDIC insured financial institutions and shall bear a designation clearly indicating that the funds deposited therein are held for the benefit of the Liquidating Trust.

6.14 Investment of Cash. Cash in the Trust Account and any other amounts contemplated by this Agreement shall be maintained in United States dollars or shall be invested by the Liquidating Trustee in (i) direct obligations of, or obligations guaranteed by, the United States of America, (ii) obligations of any agency or corporation that is or may hereafter be created by or pursuant to an act of Congress of the United States of America as an agency or instrumentality thereof, or (iii) such other obligations or instruments as may from time to time be permitted under Section 345 of the Bankruptcy Code; provided that the Liquidating Trustee may, to the extent necessary to implement the provisions of the Plan and this Agreement, deposit moneys in demand deposits, time accounts or checking accounts at any banking institution or trust company having combined capital stock and surplus in excess of \$100,000,000 based upon its most recently available audited financial statements, regardless of whether such investments and deposits are insured or as otherwise provided in Section 6.13 above; provided further, that in all cases, investments by the Liquidating Trustee in accordance with this Section 6.14 shall be made only in such investments that a liquidating trust, within the meaning of Treasury Regulations Section 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. Such investments shall mature in such amounts and at such times as the Liquidating Trustee, in his discretion, shall deem appropriate to provide funds when needed to transfer funds in accordance with the Plan and Confirmation Order, make payments to the Trust Accounts or make Distributions in accordance with this Agreement and the Plan and Confirmation Order. The Liquidating Trust may not retain cash or cash equivalents in excess of a reasonable amount to meet claims and contingent liabilities or to maintain the value of the Liquidating Trust Assets in liquidation or maintain or fund on adequate and sufficient reserve.

6.15 Tax Returns. From and after the Effective Date, to the extent required, the Liquidating Trustee shall be responsible for the preparation and filing of any and all federal and state tax returns or other filings as required by law to be filed on behalf of the Liquidating Trust.

Such returns shall be consistent with the treatment of the Liquidating Trust as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) that is a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations.

6.16 Compensation for Liquidating Trustee. The Liquidating Trustee shall be paid fair and reasonable compensation, in an amount equal to 3% of all gross recoveries of the Liquidating Trust. The Liquidating Trustee shall be entitled to reasonable and actual out-of-pocket expenses, to be paid monthly from the Liquidating Trust Assets, pursuant to Section 6.18 and related provisions of this Agreement.

6.17 Reimbursements. The Liquidating Trustee, any agents or consultants employed pursuant to this Agreement and Trustee Professionals shall be reimbursed from the Liquidating Trust Assets for all reasonable out-of-pocket expenses incurred in the performance of their duties hereunder in addition to any compensation received pursuant to Section 6.18 and related provisions of this Agreement.

6.18 Reimbursement of the Liquidating Trustee's and Trustee Professionals' Fees and Expenses. Pursuant to the terms of the Plan, Confirmation Order, and this Agreement, the Liquidating Trustee may pay from the Liquidating Trust Assets all reasonable fees and expenses incurred in connection with the duties and actions of the Liquidating Trustee, including, but not limited to, fees and expenses of any Trustee Professionals retained under this Agreement and fees and expenses to pay insurance, taxes and other expenses arising in the ordinary course of business in maintaining, liquidating, disposing of, and distributing the Liquidating Trust Assets and compensation to the Liquidating Trustee.

## ARTICLE VII

### Beneficiaries

7.1 Identification of Beneficiaries. The Liquidating Trust is created for the benefit of the following beneficiaries (the "Beneficiaries"): (a) the initial sole beneficiaries of the Liquidating Trust will be the holders of Allowed Claims in Class 2-A (General Unsecured Claims) and Class 2-B (Insider/Affiliate Unsecured Claims). In the event some or all of Class 2-B claims are subordinated to Class 2-A claims or recharacterized as equity interests, upon payment in full of all Allowed Class 2-A Claims, the holders of Allowed Class 2-B Claims will then constitute the sole beneficiaries of the Liquidating Trust. The Beneficiaries shall each have an undivided beneficial interest in the assets of the Liquidating Trust ("Beneficial Interest").

7.2 Rights of Beneficiaries. Each Beneficiary shall be entitled to participate in the rights due to a Beneficiary hereunder and in the Plan. Each Beneficiary shall take and hold its Beneficial Interest subject to all in the terms and provisions of this Agreement and the Plan. The Beneficial Interests shall not be certificated. No Beneficiary shall have legal title to any part of the Liquidating Trust Assets. The interest of a Beneficiary of the Liquidating Trust is in all respects personal property, and upon the death, insolvency or incapacity of an individual Beneficiary, such Beneficiary's Beneficial Interest shall pass to the legal representative of such Beneficiary. A Beneficiary shall have no title to, or any right to possess, manage or control, the Liquidating Trust Assets, or any portion thereof or interest therein, except as expressly provided

herein. No surviving spouse, heir, or devisee of any deceased Beneficiary shall have any right of dower, homestead or inheritance, or of partition, or any other right, statutory or otherwise, in the Liquidating Trust Assets, but the whole title to all the Liquidating Trust Assets shall be vested in the Liquidating Trustee and the sole interest of the Beneficiaries shall be the rights and benefits provided to such persons under this Agreement and the Plan.

## ARTICLE VIII

### Distributions

8.1 Distributions under the Plan. Subject to the terms of the Plan and the Confirmation Order, distributions by the Liquidating Trust under the Plan shall be made as follows:

(a) The Receiver will make Distributions from the Administrative and Priority Claims Reserve to holders of Administrative Expense Claims Allowed after the Effective Date, Compensation and Reimbursement Claims Allowed after the Effective Date, Priority Tax Claims Allowed after the Effective Date, Other Priority Claims Allowed after the Effective Date, and the fees and expenses of the Debtor and their Professionals permitted under the Plan, to the extent that the foregoing Claims have not been paid in full on or before the Effective Date or otherwise in accordance with the Plan.

(b) The Liquidating Trust will make Distributions from the Liquidating Trust Assets in respect of all other Allowed Claims against the Estate.

(c) Distributions to be made by the Liquidating Trust may be made by any Person(s) designated or retained to serve as the disbursing agent(s) without the need for any further order of the Bankruptcy Court.

(d) The Liquidating Trustee shall be authorized, in his discretion, to delay Distributions to holders of Beneficial Interests or otherwise determine reasonable distribution dates for such holders, including, without limitation, based upon the status and progress of the liquidation of Liquidating Trust Assets, the total number of and/or asserted claim amounts of Disputed Claims, and any other relevant factors.

8.2 Distributions on Account of Disputed Claims. Except as otherwise provided in the Plan, by Final Order or as agreed by the relevant parties, Distributions on account of Disputed Claims that become Allowed after the Effective Date will be made by the Liquidating Trustee at such periodic intervals as the Liquidating Trustee determines to be reasonably prudent.

8.3 No Distributions Pending Allowance. Notwithstanding anything herein to the contrary: (a) no Distribution will be made with respect to any Disputed Claim until such Claim becomes an Allowed Claim, and (b) unless determined otherwise by the Liquidating Trustee, no Distribution will be made to any Person that holds both (i) an Allowed Claim and (ii) a Disputed Claim until such Person's Disputed Claim has been resolved by settlement or Final Order.

8.4 Objection Deadline. On and after the Effective Date, the Liquidating Trustee shall be entitled to file objections to all Claims and Interests that are otherwise not deemed Allowed Claims or Interests, including Claims listed on the Debtor's Schedules, under the Plan, or otherwise. Any objections to Claims shall be served and filed on or before the later of (i) 180 days after the Effective Date or (ii) such later date as may be fixed by the Bankruptcy Court after reasonable notice and opportunity to object.

8.5 Disputed Claims Reserve.

(a) On and after the Effective Date, the Liquidating Trust will maintain in reserve such Cash as the Liquidating Trust estimates to be reasonably necessary to satisfy the Distributions to holders of Beneficial Interests that could be required to be made under the Plan and the Liquidating Trust Agreement (the "Disputed Claims Reserve").

(b) The Liquidating Trustee may, in the Liquidating Trustee's sole discretion, determine the best way to report for tax purposes with respect to any reserve for Disputed Claims Reserve, including (i) filing a tax election to treat any and all reserves for Disputed General Unsecured Claims as a Disputed Ownership Fund ("DOF") within the meaning of Treasury Income Tax Regulation Section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Liquidating Trust or (ii) electing to report as a separate trust or sub-trust or other entity. If an election is made to report any reserve for disputed claims as a DOF, the Liquidating Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF, including but not limited to the filing of a separate federal tax return for the DOF and the payment of federal and/or state income tax due.

8.6 Settling Disputed Claims (or Interests). The Liquidating Trustee will be authorized to settle, or withdraw any objections to, any Disputed Claims following the Effective Date without need for approval of the Bankruptcy Court.

8.7 Distributions in Cash. The Liquidating Trustee will make any required Cash payments to the holders of Allowed Claims by checks drawn on accounts maintained by the Liquidating Trustee, or by wire transfer if the circumstances justify, at the option of the Liquidating Trustee.

8.8 Unclaimed Distributions. Subject to applicable Bankruptcy Rules, all Distributions to holders of Allowed Claims shall be made to the Disbursing Agent who shall transmit such Distributions to the applicable holders of Allowed Claims or their designees. If any Distribution to a holder of an Allowed Claim is returned as undeliverable, the Disbursing Agent shall have no obligation to determine the correct current address of such holder, and no Distribution to such holder shall be made unless and until the Disbursing Agent is notified, in writing, by the holder of the current address of such holder within 90 days of such Distribution, at which time a Distribution shall be made to such holder without interest; provided that such Distributions shall be deemed unclaimed property under § 347(b) of the Bankruptcy Code at the expiration of 90 days from the Distribution. After such date, all unclaimed property or interest in property shall revert to the Liquidating Trust to be distributed in accordance with the terms of this Agreement and the Plan, and the Claim of any other holder to such property or interest in property shall be discharged and forever barred.

8.9 Setoff. The Debtor and the Liquidating Trustee, pursuant to the Bankruptcy Code (including § 553 of the Bankruptcy Code), applicable bankruptcy or nonbankruptcy law, with the approval of the Bankruptcy Court and upon no less than three days' notice to the applicable holder of a Claim or Interest, or as may be agreed to by the holder of a Claim or Interest, may, but shall not be required to, set off against any Allowed Claim or Interest and the Distributions to be made pursuant to the Plan on account of such Allowed Claim or Interest (before any Distribution is to be made on account of such Allowed Claim or Interest), any claims of any nature whatsoever that the Debtor may have against the holder of such Allowed Claim or Interest, provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Interest under the Plan shall constitute a waiver or release by the Debtor or the Liquidating Trustee of any such claim the Debtor may have against the holder of such Claim or Interest.

8.10 Taxes. Pursuant to Section 346(f) of the Bankruptcy Code, the Liquidating Trustee will be entitled to deduct and withhold any federal, state, or local taxes from any Cash payments made with respect to Allowed Claims. The Liquidating Trustee will be authorized to take all actions necessary to comply with applicable withholding and recording requirements. Notwithstanding anything herein to the contrary, each holder of an Allowed Claim that has received a Distribution of Cash under the Plan will have sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any governmental unit, including income, withholding and other tax obligation, on account of such distribution. For tax purposes, Distributions received in respect of Allowed Claims will be allocated first to the principal amount of such Claims, with any excess allocated to unpaid accrued interest.

8.11 Legal Proceedings. If any Causes of Action or Avoidance Actions are asserted and if such claims or any other legal proceedings are initiated or prosecuted against any Creditor pursuant to the Plan, Confirmation Order, or this Agreement, or asserted as an objection to any Claim, then notwithstanding anything to the contrary contained in the Plan or Confirmation Order, until such proceeding or contested matter is finally resolved and all payments to the Debtor's Estate required by such resolution have been made, such Creditor shall only receive Distributions under the Plan or Confirmation Order to the extent that the distributions to which such Creditor is otherwise entitled exceed the maximum liability of such Creditor to the Debtor's Estate asserted in such proceedings.

8.12 De Minimis Distributions. No payment of Cash in an amount of less than \$100.00 shall be required to be made on account of any Allowed Claim. Such undistributed amount may instead be used in accordance with the Plan and this Agreement.

8.13 Abandonment. Notwithstanding anything to the contrary in the Plan, if in the Liquidating Trustee's reasonable judgment, any Liquidating Trust Assets cannot be sold or distributed in a commercially reasonable manner or the Liquidating Trustee believes in good faith that such property has inconsequential value to the Liquidating Trust or its Beneficiaries or determines to be too impractical to distribute to Beneficiaries, the Liquidating Trustee shall have the right to cause the Liquidating Trust to abandon or otherwise dispose of such property, including by donation of such property to a charity.

## ARTICLE IX

### Removal or Resignation of the Liquidating Trustee

9.1 Removal of the Liquidating Trustee. The Liquidating Trustee appointed pursuant to the Plan, Confirmation Order and this Agreement may be removed for “cause” upon order of the Bankruptcy Court after notice and opportunity for a hearing. For purposes of this Agreement, the term “cause” shall mean (a) the Liquidating Trustee’s gross negligence, willful misconduct or willful failure to perform his duties under the Plan, the Confirmation Order and this Agreement or (b) the Liquidating Trustee’s misappropriation or embezzlement of any Liquidating Trust Assets or the proceeds thereof. If a Liquidating Trustee is removed for cause, such Liquidating Trustee shall not be entitled to any accrued but unpaid fees, reimbursements or other compensation under this Agreement or otherwise. If the Liquidating Trustee is removed by the Bankruptcy Court other than for “cause”, or is unwilling or unable to serve (a) by virtue of his inability to perform his duties under this Agreement due to death, illness, or other physical or mental disability, or (b) for any other reason whatsoever other than for “cause,” subject to a final accounting, the Liquidating Trustee shall be entitled to all accrued and unpaid fees, reimbursement, and other compensation, to the extent incurred or arising or relating to events occurring before such removal, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties and all rights to any successor Liquidating Trustee.

9.2 Resignation of the Liquidating Trustee. The Liquidating Trustee may resign as Liquidating Trustee at any time by giving prior written notice thereof to the Bankruptcy Court (the “Notice”); provided, however, that such resignation shall not be effective earlier than thirty (30) days after the date of such Notice, unless an earlier effective date is allowed by the Bankruptcy Court. If the Liquidating Trustee resigns from his position hereunder, subject to a final accounting, he shall be entitled to all accrued unpaid fees, reimbursement, and other compensation to the extent incurred or arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the successor Liquidating Trustee.

9.3 Successor to the Liquidating Trustee. In the event of the resignation, removal or death of the Liquidating Trustee, the Bankruptcy Court or the Liquidating Trust Advisory Board may designate a disinterested person to serve as the successor Liquidating Trustee. A notice identifying any proposed successor Liquidating Trustee with an affidavit of disinterestedness from such proposed successor Liquidating Trustee will be filed with the Bankruptcy Court and served on the Beneficiaries. The successor Liquidating Trustee, without any further act, will become fully vested with all of the rights, powers, duties, and obligations of his predecessor.

## ARTICLE X

### Effect of the Agreement on Third Parties

10.1 There is no obligation on the part of any person dealing with the Debtor’s Estate, the Debtor, the Receiver, the Liquidating Trustee, or the Trustee Professionals, to see to



the application of the money or other consideration paid or delivered to the Liquidating Trustee, or any agent of the Liquidating Trustee, or to inquire into the validity, expediency, or propriety of any such transaction, or the authority of the Liquidating Trustee, or any agent of the Liquidating Trustee, to enter into or consummate the same, except upon such terms as the Liquidating Trustee may deem advisable.

## ARTICLE XI

### Waiver

11.1 No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

## ARTICLE XII

### Termination of the Agreement and Amendment

12.1 Termination of the Agreement. This Agreement (other than Sections 6.12, 6.18 and related provisions) shall terminate and the Liquidating Trust shall dissolve and terminate and be of no further force or effect upon the earlier to occur of (i) the final Distribution of all monies and other Liquidating Trust Assets in accordance with the terms of this Agreement, the Plan and Confirmation Order and (ii) entry of a Final Order of the Bankruptcy Court terminating and dissolving the Liquidating Trust as provided under the Plan; provided, however, that the Liquidating Trust will terminate no later than the third (3rd) anniversary of the Effective Date, provided, further, that the Liquidating Trustee shall, in his sole discretion, be authorized to extend the dissolution date to the fifth (5th) anniversary of the creation of the Liquidating Trust with prior Bankruptcy Court approval if it is necessary to facilitate or complete the liquidation and distribution of the Liquidating Trust Assets. If warranted by the facts and circumstances involved in resolving any Causes of Action, upon (i) a favorable ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Liquidating Trust as a grantor trust for federal income tax purposes, and (ii) application to, and if approved by, the Bankruptcy Court upon a finding such further extension is necessary for purposes of resolving such Causes of Action and distributing the proceeds to Liquidating Trust's Beneficiaries, the term of the Liquidating Trust may be further extended by the Liquidating Trustee for a specified, finite term. The Liquidating Trustee will not unduly prolong the duration of the Liquidating Trust and will at all times endeavor to resolve, settle or otherwise dispose of all Claims and the Liquidating Trust Assets, to effect Distributions to Beneficiaries in accordance with the terms hereof, the Plan and Confirmation Order and to terminate the Liquidating Trust as soon as practicable in a prompt and timely fashion. In the event that the Liquidating Trustee elects to terminate the Liquidating Trust, he shall provide twenty (20) day's prior notice thereof to the Office of United States Trustee, and file such notice with the Bankruptcy Court and upon such termination, the Liquidating Trustee shall cease to act as the Liquidating Trustee, such that the Liquidating Trustee shall not have any further duties or responsibilities under the Agreement or otherwise.

12.2 Amendment of the Agreement. Except as otherwise set forth herein, any provisions of this Agreement may be amended, modified, terminated, revoked, or altered only in writing by the Liquidating Trustee and pursuant to an Order of the Bankruptcy Court. Notwithstanding this Section 11.2, any amendments to this Agreement shall not be inconsistent with the purpose and intention of the Liquidating Trust to liquidate in an expeditious but orderly manner the Liquidating Trust Assets in accordance with Treasury Regulations Section 301.7701-4(d) and this Agreement.

## ARTICLE XIII

### Miscellaneous

13.1 Intention of Parties to Establish the Liquidating Trust. This Agreement is not intended to create, and shall not be interpreted as creating, an association, partnership or joint venture of any kind. It is intended as a trust to be governed and construed in all respects as a trust.

13.2 Filing Documents. A copy of this Agreement and all amendments thereof shall be maintained in an office or residence of the Liquidating Trustee and shall be available for inspection.

13.3 Books and Records.

(a) On the Effective Date and on such dates thereafter as the Liquidating Trustee may request, the Debtor shall transfer to the Liquidating Trust all of the books and records of the Debtor in the Debtor's possession, and shall instruct any third parties or professionals possessing such books and records (including computer generated or computer maintained books, records and data, legal and accounting files maintained by any professional of the Debtor and other of the Debtor's books and records maintained by or in the possession of third parties), to turn over or permit access to (at the election of the party to whom the request is made) such books and records as may be reasonably requested by the Liquidating Trustee, provided that the Liquidating Trustee shall only request such books and records or access thereto to the extent reasonably necessary to the Liquidating Trustee's performance of his duties hereunder, provided, further, that unless otherwise provided in the Plan or this Agreement, the out of pocket expenses of complying with any such request shall not be borne by the party upon whom the request is made, absent agreement to the contrary.

(b) The Liquidating Trust will retain those documents maintained by the Debtor in the ordinary course of business. Following the Effective Date, the Liquidating Trustee is authorized to destroy any documents it deems necessary or appropriate in his reasonable judgment; provided, however, that the Liquidating Trustee will not destroy any documents, including but not limited to tax documents, that the Liquidating Trust is required to retain under applicable law.

13.4 Tax Identification Numbers. The Liquidating Trustee may require any Beneficiary to furnish to the Liquidating Trustee, (i) its employer or taxpayer identification number as assigned by the Internal Revenue Service, and (ii) such other information, records or

documents necessary to satisfy the Liquidating Trustee's tax reporting obligations (including certificates of non-foreign status). The Liquidating Trustee may condition the payment of any Distribution to any Beneficiary upon receipt of such identification number and requested documents. If a Beneficiary does not timely provide the Liquidating Trustee with its taxpayer identification number in the manner and by the deadline established by the Liquidating Trustee, then the Distribution to such Beneficiary shall be administered as an unclaimed distribution in accordance with Section 7.8 of this Agreement.

13.5 U.S. Trustee Fees and Post-Confirmation Reports. After the Effective Date, the Liquidating Trust shall pay any statutory fees due for the post-Effective Date period pursuant to 28 U.S.C. § 1930(a)(6) and such fees shall be paid until entry of a final decree or an order converting or dismissing the Chapter 11 Case. After the Effective Date, the Liquidating Trustee will file post-confirmation status reports on a quarterly basis up to the entry of a final decree closing the Chapter 11 Case or as otherwise ordered by the Court.

13.6 Privilege.

(a) Other than the Retained Privileges (defined below), on and subject to the terms of this Agreement and the Plan, all of the Debtor's privileges (the "Privileges"), including, but not limited to, corporate privileges, confidential information, work product protections, attorney-client privileges, and other immunities or protections relating to Causes of Action, in each instance arising on or after the later of (i) two (2) years before the Petition Date and (ii) the applicable statute of limitations governing any such Estate Claim (but in no event more than six (6) years before the Petition Date) (the "Transferred Privileges"), shall be transferred, assigned and delivered to the Liquidating Trust, without waiver, limitation or release, and shall vest with the Liquidating Trust on the Effective Date and be jointly held by the Debtor and the Liquidating Trust on and after the Effective Date; provided, however, that to the extent any Privileges are jointly held by the Debtor and a non-Debtor other than the Liquidating Trust, such Privileges shall not be considered Transferred Privileges and shall not be transferred, assigned and delivered to the Liquidating Trust unless and until the Liquidating Trustee obtains written consent from the non-Debtor holder of such joint privilege.

(b) The Liquidating Trust and Debtor shall each hold and be the beneficiary of all Transferred Privileges and entitled to assert all Transferred Privileges. No Privilege shall be waived by disclosures to the Liquidating Trustee of the Debtor's documents, information or communications subject to any privilege, protection or immunity or protections from disclosure jointly held by the Debtor and the Liquidating Trust.

(c) Notwithstanding the foregoing or anything else in the Plan or otherwise to the contrary, no Privileges other than the Transferred Privileges (all Privileges other than the Transferred Privileges being the "Retained Privileges") shall be transferred, assigned or delivered to the Liquidating Trust and such Retained Privileges shall not vest with the Liquidating Trust. The Liquidating Trust shall not hold nor be the beneficiary of any Retained Privileges or entitled in any way to assert any Retained Privileges..

(d) The Liquidating Trustee shall have until two (2) years after the Effective Date to request documents or information subject to the Transferred Privileges (each an

“Information Request”); provided, however, that with respect to any action involving Transferred Privileges filed on or before two (2) years after the Effective Date, the Liquidating Trustee may make an Information Request subject to the Transferred Privileges involved in such action until the final resolution of such action, including any appeals. The reasonable costs and expenses incurred by the Debtor and/or its chapter 11 counsel, as applicable, in responding to or complying with any Information Requests from the Liquidating Trustee (the “Production Costs”) shall be paid, without further order, from the Liquidating Trust Assets promptly, but in no event later than 10 Business Days, following the Debtor and/or their counsel, as applicable, providing the Liquidating Trust with the documents or information subject to the Information Requests giving rise to such Production Costs.

(e) To the extent of any conflict between this Section 12.6 of the Agreement and any other provision of the Agreement relating to Privileges, this Section 12.6 shall control.

13.7 Valuation of the Liquidating Trust Assets. As soon as practicable after the Effective Date, the Liquidating Trustee, in reliance upon such professionals as the Liquidating Trustee may retain, shall make a good faith valuation of the Liquidating Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, as reasonably determined by the Liquidating Trustee in reliance on his professionals, and used consistently by all parties, including, without limitation, the Receiver, the Liquidating Trust, and Beneficiaries, for all purposes, including federal income tax purposes.

13.8 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

13.9 Severability. If any one or more of the provisions herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect, and of the remaining provisions, shall not be in any way impaired or affected. In such event, there shall be added as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. The effective date of the added provision shall be the date upon which the prior provision was held to be invalid, illegal or unenforceable.

13.10 Entire Agreement. This Agreement (including the recitals), the Plan and the Confirmation Order constitute the entire agreement of the parties and there are no representations, warranties, covenants, or obligations except as set forth herein or therein. This Agreement, the Plan, and the Confirmation Order supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. In the event of any inconsistency between this Agreement, the Plan, and the Confirmation Order, the Confirmation Order and Plan, in that order, shall govern; provided, however, that the Liquidating Trustee may amend, modify and/or correct the terms hereof to supersede the Plan and/or the Confirmation Order, with the approval of the Bankruptcy Court. Except as otherwise specifically provided herein, nothing in this

Agreement is intended or shall be construed to confer upon or to give any person other than the parties hereto and their respective heirs, administrators, executors, successors, and assigns any rights or remedies under or by reason of this Agreement.

13.11 Jurisdiction; Venue. Each party hereto irrevocably agrees that any suit, action or proceeding with respect to this Agreement shall be brought in the United States Bankruptcy Court for the Southern District of New York, and by execution and delivery of this Agreement, each party (a) irrevocably submits to each such jurisdiction and venue, (b) waives, to the fullest extent permitted by law, any objection that it may have to the laying of the venue of any such suit, action or proceeding brought in such court has been brought in an inconvenient forum, and (c) agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon it and may be enforced in any court to the jurisdiction of which such party is subject by a suit upon such judgment, provided that service of process is effected as otherwise permitted by law.

13.12 Notices. Unless otherwise expressly specified or permitted by the terms hereof, any notice, request, submission, instruction or other document to be given hereunder by a party shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) upon delivery or refusal of delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (c) upon delivery or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

**If to the Liquidating Trustee, addressed as follows:**

[INSERT]

With a copy to:

[INSERT]

**If to the Debtor, addressed as follows:**

Airfasttickets, Inc.  
20341 Birch Street, Suite 220  
Newport Beach, CA 92660  
Attn: Adam Meislik

With a copy to the Debtor's counsel:

Arent Fox LLP  
1675 Broadway  
New York, New York 10019  
Facsimile: (212) 484-3990  
Telephone: (212) 484-3900  
Attn: George Utlik, Esq.

and

Arent Fox LLP  
555 West Fifth Street, 48th Floor  
Los Angeles, CA 90013  
Telephone: (213) 629-7400  
Facsimile: (213) 629-7401  
Attn: Aram Ordubegian, Esq.

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

13.13 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

13.14 Further Assurances. Each Party hereto (and his respective successors and assigns) shall, upon the Liquidating Trustee's reasonable request, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments, and do or cause to be done, such further acts, as may be necessary to carry out the purposes of this Agreement and to vest in the Liquidating Trustee the powers and duties contemplated hereunder.

13.15 Exculpatory Provisions and Survival Thereof. Whether or not expressly therein so provided, any and all exculpatory provisions, immunities and indemnities, and any limitations and negations of liability contained in this Agreement, in each case inuring to the benefit of the Liquidating Trustee, shall survive (i) the termination or revocation of this Agreement, and (ii) as to any person who has served as Liquidating Trustee, the resignation or removal of such person as Liquidating Trustee.

13.16 Conflicts. In the event of any inconsistency between the Plan or Confirmation Order, on the one hand, and this Agreement, on the other, the terms and provisions of the Confirmation Order and Plan (in that order) shall govern.

13.17 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

13.18 Successors and Assigns. All covenants and agreements contained herein shall, as applicable, be binding upon, and inure to the benefit of the Liquidating Trustee and his successors, the Estate and the Debtor and their successors all as herein provided.

13.19 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have either executed and acknowledged this Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

LIQUIDATING TRUSTEE:

By: \_\_\_\_\_  
Name:

DEBTOR AND DEBTOR IN POSSESSION:

By: \_\_\_\_\_  
Name:

**EXHIBIT B**  
**TO THE DISCLOSURE STATEMENT**  
**(LIQUIDATION ANALYSIS)**



### **Liquidation Analysis**

The liquidation analysis under Chapter 7 of the Bankruptcy Code (the "Liquidation Analysis") was prepared by the Debtor based on: (a) unaudited financial information contained in the Debtor's books and records as well as the Debtor's Statement of Financial Affairs and the Schedules of Assets and Liabilities that were filed with the Bankruptcy Court; (b) the Debtor's Monthly Operating Report through May 31, 2016 that were filed with the Bankruptcy Court; (c) the Claims Register, as maintained by BMC Group, Inc., the Debtor's claims and noticing agent; and (d) other information prepared by the Debtor's professionals.

This Liquidation Analysis presents the estimated recoverable value of the Debtor's assets as of May 31, 2016, assuming (a) the Debtor was to be liquidated under the provisions of Chapter 7 of the Bankruptcy Code and (b) the net proceeds of such liquidation were to be distributed to the Debtor's creditors entitled to a distribution under Chapter 7 of the Bankruptcy Code ("Chapter 7 Liquidation"). Based on the efforts expended by the Debtor and its professionals, this Liquidation Analysis provides a comparison of the projected recoveries under the Debtor's proposed Chapter 11 Plan of Liquidation (the "Chapter 11 Plan of Liquidation") and a Chapter 7 Liquidation.

As enumerated and described in this Liquidation Analysis, the Chapter 11 Plan of Liquidation is projected to generate equal returns to the Debtor's claimants holding administrative and priorities claims and significantly greater returns to the Debtor's general unsecured creditors, when compared against returns under a Chapter 7 Liquidation. The higher return in recoveries to the general unsecured creditors under the Chapter 11 Plan of Liquidation is attributed to the efforts and progress the Debtor and its professionals have made to date to investigate the Debtor's financial affairs, prepetition transactions, and other matters and to initiate litigation pre-confirmation, or to prepare for litigation post-confirmation, against certain parties and various insiders of the Debtor. Under a Chapter 7 Liquidation much of the efforts already performed by the Debtor and its professionals would be duplicated and delayed by a Chapter 7 trustee, who would have to retain its legal counsel, financial advisors, and accountants and who would need to spend a significant amount of time evaluating complex factual background and various legal issues, most of which would be duplicative of the services rendered and knowledge already held by the Debtor and its professionals, resulting in increased professional fees, costs and expenses as well as a lower recovery to the Debtor's creditors.

All amounts contained in this Liquidation Analysis and described in the Notes to this Liquidation Analysis are good faith estimates by the Debtor's professionals of the amounts the Debtor would receive from liquidating the Debtor's assets. The amounts, descriptions, and other information contained herein do not constitute an admission or a denial of the existence or values of the assets or liabilities, and are not to be used as such in any legal or administrative action, proceeding, or otherwise.

The information contained in this Liquidation Analysis is based as of the Debtor's filing date of the Chapter 11 Plan of Liquidation. The Debtor is under no obligation, and expressly disclaims any obligation to publicly update any of the information contained herein, whether as a result of receiving new information, future events, or otherwise.

The projections, estimates, and notes to this Liquidation Analysis were prepared by the Debtor and its professionals solely to assist the Bankruptcy Court in evaluating and making the findings required under section 1129(a)(7) of the Bankruptcy Code and such projections, estimates, and notes may not be used or relied upon anyone for any other purpose.

THE DEBTOR BELIEVES THAT ANY ANALYSIS OF A HYPOTHETICAL LIQUIDATION IS NECESSARILY SPECULATIVE. THERE ARE A NUMBER OF ESTIMATES AND ASSUMPTIONS UNDERLYING THIS LIQUIDATION ANALYSIS THAT ARE INHERENTLY SUBJECT TO

SIGNIFICANT ECONOMIC, COMPETITIVE, AND OPERATIONAL UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTOR OR A CHAPTER 7 TRUSTEE. NEITHER THIS LIQUIDATION ANALYSIS, NOR THE FINANCIAL INFORMATION ON WHICH IT IS BASED, HAS BEEN EXAMINED OR REIVEWED BY INDEPENDENT ACCOUNTANTS IN ACCORDANCE WITH STANDARDS PROMULGATED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. THERE CAN BE NO ASSURANCE THAT ACTUAL RESULTS WILL NOT VARY MATERIALLY FROM THE HYPOTHETICAL RESULTS PRESENTED IN THIS LIQUIDATION ANALYSIS.

**Airfasttickets, Inc.**  
**Liquidation Analysis - Debtor's Proposed Chapter 11 Plan vs. Chapter 7 Liquidation**

The following tables provide detailed calculations of projected recoveries under a chapter 7 liquidation analysis as compared to the Debtor's proposed Chapter 11 Plan of Liquidation and should be read in conjunction with the accompanying notes.

	Note	Net Book Value @ 5/31/2016	Adjustments for Potential		Chapter 11 Plan	Chapter 7 Liquidation	Benefit from Chapter 11 Plan
			Recovery Issues	Total			
<b>ASSETS</b>							
Cash		2,061,260		2,061,260	2,061,260	2,061,260	-
Accounts Receivable:							
Due from Customers	1	33,520,888	(33,520,888)	-	-	-	-
Employee Advances	2	298,065	(99,852)	198,213	198,213	198,213	-
Due from Vendors	3	954,608	(954,608)	-	-	-	-
Prepaid Expenses	4	856,458	(856,458)	-	-	-	-
Security Deposits & Surety Bonds	5	249,786	-	249,786	249,786	249,786	-
Due from Nikolas Kokloanis	6	513,535	(171,007)	342,528	342,528	342,528	-
Due from Elena Vareli	7	673,479	(224,268)	449,210	449,210	449,210	-
Investments & Loans to Subsidiaries	8	9,439,582	(9,439,582)	-	-	-	-
Filed Claim Against Former Directors & Officers of the Debtor	9						
Other Litigation							
<b>Projected Recoveries</b>		<b>48,567,660</b>	<b>(45,266,663)</b>	<b>3,300,997</b>	<b>3,300,997</b>	<b>3,300,997</b>	<b>-</b>
<b>LESS</b>							
Chapter 7 Liquidation							
Trustee Fees	10					(150,682)	
Trustee's Legal Fees	11					(900,000)	(400,000)
Trustee's Financial Advisor/Accountant Fees	11					(600,000)	(300,000)
Chapter 11 Plan							
Liquidating Trustee	10				(150,682)		
Liquidating Trustee's Legal Fees	11				(500,000)		
Liquidating Trustee's Financial Advisor/Accountant	11				(300,000)		
<b>AMOUNT AVAILABLE FOR DISTRIBUTION CREDITORS</b>		<b>48,567,660</b>		<b>3,300,997</b>	<b>2,350,315</b>	<b>1,650,315</b>	<b>(700,000)</b>
						<b>Projected Recovery %</b>	
						<b>Chapter 11 Plan</b>	<b>Chapter 7 Liquidation</b>
<b>Administrative Claims</b>							
Unpaid Professional Fees		(333,905)		(333,905)	(333,905)	(333,905)	100% 100%
				<b>2,967,092</b>	<b>2,016,410</b>	<b>1,316,410</b>	
<b>Priority Claims</b>							
Tax Claims (scheduled)	12	(246,855)		(246,855)	(246,855)	(246,855)	100% 100%
Wage Claims (scheduled)	12	(186,146)		(186,146)	(186,146)	(186,146)	100% 100%
<b>AMOUNT AVAILABLE FOR GENERAL UNSECURED CREDITORS</b>				<b>2,534,091</b>	<b>1,583,409</b>	<b>883,409</b>	
<b>General Unsecured Claims</b>							
General Unsecured Claims (scheduled)	12	38,319,472			38,319,472	38,319,472	4% 2%

**Airfasttickets, Inc.**  
**Liquidation Analysis - Debtor's Proposed Chapter 11 Plan vs. Chapter 7 Liquidation**

---

**Notes to Liquidation Analysis**

**1 Due from Customers**

The amounts Due from Customers represents the accounts receivable recorded in the amounts reported in the Debtor's ledgers and are being investigated by the Debtor's professionals. Amounts are believed to be due from entities created by the Debtor's majority shareholder, Nikolas Kokloanis and are likely fictitious and uncollectible. As a result, for purposes of this Chapter 7 Liquidation Analysis, it is assumed there will be no available recoveries.

**2 Employee Advances**

The Employee Advances are being investigated to determine which former employees owe funds to the debtor. The Debtor's advisors are investigating these transaction and will pursue amounts upon determination of the parties such funds were advanced to. For purposes of this Chapter 7 Liquidation Analysis, it is assumed 50% of such amounts will be recovered, net of legal contingency fees of 33%.

**3 Due from Vendors**

The amounts Due from Vendors is currently being investigated. Based on the Debtor's investigation, these vendors have filed proofs of claim against the debtor in excess of the amounts due. As a result, these vendors may have setoff rights under 11 U.S.C. Section 553 and for purposes of this Chapter 7 Liquidation Analysis, it is assumed there will be no available recoveries.

**4 Prepaid Expenses**

Prepaid Expenses includes non-refundable software licenses and prepaid marketing costs. Each of these amounts were paid in advance by the Debtor prior to the petition date. These vendors have also filed claims against the Debtor for amounts in excess of the amounts that were recorded as Prepaid Expenses in the Debtor's accounting records. As a result, for purposes of this Chapter 7 Liquidation Analysis, it is assumed there will be no available recoveries.

**5 Security Deposits & Surety Bonds**

Security Deposits & Surety Bonds include amounts deposited with airlines and issuance of bonds to various state agencies, both permit the Debtor to operate as an issuer of airline tickets. The Debtor has initiated recovery efforts with certain parties through the filing of adversary proceedings and sending demand letters. For purposes of this Chapter 7 Liquidation Analysis, it is assumed these amount will be fully recoverable.

**6 Due from Nikolas Kokloanis**

The amounts Due from Nikolas Kokloanis represents amounts paid or advanced by the Debtor, as directed by Kokloanis for non-business related items. The Debtor is in process of performing additional analysis regarding additional transfer and obtaining supporting documentation and will bring legal action against Kokloanis in an effort to collect such amounts. For purposes of this Chapter 7 Liquidation Analysis, it is assumed 100% of such amounts will be recovered, net of legal contingency fees of 33%.

**7 Due from Eleni Vareli**

The amounts Due from Eleni Vareli represents amounts paid or advanced by the Debtor for non-business related items. The Debtor is in process of obtaining supporting documentation and will bring legal action against Vareli in an effort to collect such amounts. For purposes of this Chapter 7 Liquidation Analysis, it is assumed 100% of such amounts will be recovered, net of legal contingency fees of 33%.

**8 Investments & Loans to Subsidiaries**

Investments & Loans to Subsidiaries consist of amounts invested in and/or advanced to subsidiaries of the Debtor. Since all of the entities have shuttered their operations, it is unlikely these amounts will result in any recoveries to the Debtor. As a result, for purposes of this Chapter 7 Liquidation Analysis, it is assumed there will be no available recoveries.

**9 Filed Claim Against Former Directors & Officers of the Debtor**

In May 2016, Adam Meislik, as Receiver for the Debtor filed a complaint in the Supreme Court of the State of New York County of New York; Commercial Division seeking to recover damages for mismanagement and self-dealing in violation of the fiduciary duties of due care, loyalty, and good faith against Nikolas Kokloanis, Eleni Vareli, and Frank Ferro. The Debtor maintained a Directors and Officer insurance policy with a limit of \$10,000,000 and has tendered the claim to the insurance carrier. The actual amount of recovery cannot be reasonably estimated at this time and as a result, no amounts have been estimated as recoverable in this Chapter 7 Liquidation Analysis.

**10 Chapter 7 Trustee Fees**

The Chapter 7 Trustee Fees are to be paid in accordance with the limits established by Section 326 of the Bankruptcy Code.

**11 Trustee's Legal and Financial Advisor/Accountant Fees**

In order for a trustee to evaluate the assets and claims in these cases and the legal issues related thereto, the Debtor and its counsel have expended significant efforts to date and believe in a Chapter 7 Liquidation, a Chapter 7 Trustee will have to retain its legal counsel, financial advisors and accountants, who will need to spend a significant amount of time evaluating complex factual and legal issues and advising the trustee accordingly, most of which will be duplicative of services rendered and knowledge already held by the Receiver, the Debtor's legal counsel and its financial advisor.

**12 Scheduled Claims**

The claims are based on the amounts included in the Debtor's bankruptcy schedules. The Debtor is in the process of analyzing claims filed by creditors. As a result, the amounts scheduled may differ from the actual allowed claims.

**SCHEDULE 1**

Airfasttickets, Inc.  
 Creditor Claims Scheduled by Debtor & Filed by Claimant

Scheduled?	Filed Claim #	Creditor	Scheduled Claim						Filed Claim					
			Admin	Secured	Priority	General Unsecured	Contingent	Unliquidated	Disputed	Admin	Secured	Priority	General Unsecured	Cont/Unliq/Disp
Yes		875 3RD AVE LLC 410 PARK AVENUE 20TH FLOOR NEW YORK, NY 10022				20,449.23								
Yes		ABCO Plumbing & Heating Corp 530 FIFTH AVENUE PELHAM, NY 10803				1,139.25								
Yes		AD NET, INC. 2355 WESTWOOD BLVD SUITE 377 LOS ANGELES, CA 90064				836.63								
Yes		ADAMS GLOBALIZATION 10435 BURNET RD STE 125 AUSTIN, TX 78758				8,805.76								
Yes		AEGIS CAPITAL CORPORATION 810 7th Ave, 18th Floor New York, NY 10019				405.00								
Yes		AEROFLOT 358 FIFTH AVENUE SUITE 1103 NEW YORK, NY 10001				113.00								
Yes		AEROMEXICO Aerovias De Mexico S.A. 3663 N. SAM HOUSTON PKWY E. SUITE 500 HOUSTON, TX 77032				1,716.66								
Yes	36	AETNA LIFE INSURANCE COMPANY, Attn: David G. Scott, 980 Jolly Road, Mailstop U13N, Blue Bell, PA 19422				10,258.30					4,910.45			
Yes		AFFORDABLE CAR HIRE 7 Meridian House, Nazeing New Road Nazeing- Essex EN 10 6SX ENGLAND				53,887.80								
Yes		Ahmet S. Seyalioglu 131 Van Nostrand Ave Merrick, NY 11566				6,097.50								
Yes		AIR INDIA 570 Lexington Ave, 15th Floor New York, NY 10022				20.00								
Yes		AIREUROPA Centro Empresarial Globalia, P.O. Box 132 Llucmajor BALEARIC ISLANDS, SPAIN 07620				3.04								
Yes		AIRFASTTICKETS GERMANY Friedrichstr 40 (Checkpoint Charlie) Berlin D-10969 GERMANY				-								
Yes		AIRFASTTICKETS GREECE 2 Lasonos Akti Miaoulistr Piraeus GR 18537 GREECE				-								
Yes	81	Airfasttickets, Ltd. C/O FRP ADVISORY LLP 110 CANNON STREET LONDON, EC4N 6EU UNITED KINGDON										55,876,330.22		

Airfasttickets, Inc.  
 Creditor Claims Scheduled by Debtor & Filed by Claimant

Scheduled?	Filed Claim #	Creditor	Scheduled Claim							Filed Claim				
			Admin	Secured	Priority	General Unsecured	Contingent	Unliquidated	Disputed	Admin	Secured	Priority	General Unsecured	Cont/Unliq/Disp
Yes	38	AIRLINE REPORTING CORPORATION Attn: Eileen Quigley, 3000 WILSON BOULEVARD SUITE 300 ARLINGTON, VA 22201-3862				677,157.27							601,609.04	
Yes		AIRTRAN AIRWAYS 9955 AirTran Boulevard ORLANDO, FL 32827				1,192.70								
Yes		ALASKA AIRLINES P.O. BOX 68900 SEATTLE, WA 98168-0900				1,265.24								
Yes		Albert Jen-Ta Lee & Ying Sunny Chen Revocable Trust 1840 Hurst Ave. San Jose, CA 95125				441,178.09								
Yes		ALGOSYSTEMS S.A. 206 Syggrou Ave, Kallithea Athens GR 17672 GREECE				14,341.63								
Yes		ALISON BROD PUBLIC RELATIONS 440 PARK AVENUE 12TH FLOOR NEW YORK, NY 10016				82,758.82								
Yes		AMAZON WEB SERVICES, INC 410 TERRY AVE NORTH SAN FRANCISCO, CA 94163				46,375.38								
No	32	AMERICAN CONTRACTORS INDEMNITY COMPANY R GIBSON PARTER JR (SBN 116450) PAGTER AND PERRY ISAACSON 525 N CABRILLO PARK DRIVE SUITE 104 SANTA ANA, CA, 92701												X
Yes		AMERICAN EXPRESS (Black Card) American Express Services Europe LTD Dept 77, Brighton BN BN88 1AH ENGLAND				809,386.50								
Yes	13	American Express (Business Plat. Card) P.O. BOX 1270 NEWARK, NJ 07101-1270				1,010,819.95	X	X	X				1,010,789.22	
Yes		AMERICAN EXPRESS MERCHANT RISK 1 John Street, Brighton, East Sussex BN88 UNITED KINGDOM				600.00								
Yes		AMERICAN EXPRESS P.O. BOX 53765 PHOENIX, AZ 85072-9945				4,050.63								
Yes		AOL ADVERTISING 52 East Gay Street, Columbus, OH 43215 PO BOX 5696 NEW YORK, NY 10087				17,000.00							16,490.00	
Yes		APPLAUSE APP QUALITY INC P.O. BOX 347435 PITTSBURGH, PA 15251				31,750.00								

Airfasttickets, Inc.  
 Creditor Claims Scheduled by Debtor & Filed by Claimant

Scheduled?	Filed Claim #	Creditor	Scheduled Claim						Filed Claim					
			Admin	Secured	Priority	General Unsecured	Contingent	Unliquidated	Disputed	Admin	Secured	Priority	General Unsecured	Cont/Unliq/Disp
Yes		ARROWTRAK INC 1201 ORANGE STREET SUITE 600 WILMINGTON, DE 19801				52,000.00								
Yes		ASIANA AIRLINES ARC ECCB 3530 Wilshire Blvd STE 1700 LOS ANGELES, CA 90010-2341				843.00								
Yes		Associated Int'l 2002 C. Fairmont House, No. 8 Cotton Tree Drive, Central HONG KONG				1,869,863.01								
Yes		BAHAMASAIR HOLDINGS, LTD P.O. BOX N4881 NASSAU, BAHAMAS				2,752.80								
Yes		BCM ONE - McGraw Communications, Inc. P.O. BOX 36204 NEWARK, NJ 07188-0001				5,003.08								
Yes	1	Beata T. Madrzejewska-Wilson 84 24th St Copiague, NY 11726				1,472.50							1,472.50	
Yes		BIG CITY OUTDOOR 40 FULTON ST 6TH FLOOR NEW YORK, NY 10038				87,500.00								
Yes	39	BROOKLYN EVENTS CENTER, LLC Attn: Jeff Gerwitz, 15 MetroTech Center, 15th Floor, Brooklyn, NY, 11201				625,000.00							1,875,000.00	
Yes	10	CBS OUTDOOR a.k.a Outfront Media, LLC c/o Cheifetz Iannitelli PC, Attn: Claudio Iannitelli 111 W. Monroe Street, 17th Floor, Phoenix, AZ 85003				621,220.24							743,037.96	
Yes		CBS RADIO 345 HUDSON ST 10TH FLOOR NEW YORK, NY 10014				289,371.00								
Yes		Cheapflights Media Canada Momondo Grout Ltd., One Alfred Place, WC1E7EB, London UNITED KINGDOM				25,486.44								
Yes		CHEAPFLIGHTS MEDIA TEN POST OFFICE SQUARE SUITE 1000 BOSTON, MA 02109				111,297.08								
Yes		Chen Lung Tsai 19498 Burgundy Way Saratoga, CA 95070				245,369.86								
Yes		Chen Tsao Chin 7F 21 112 Alley Renai Road Section 4, Taipei TAIWAN				126,569.86								
Yes		Ching Yao Kao 3454 Rambow Drive Palo Alto, CA 94306				252,000.00								
Yes		CITICORP NORTH AMERICA INC 3800 CITIBANK CENTER BLG B, 3RD Floor TAMPA, FL 33610-9122				654.49								



Airfasttickets, Inc.  
 Creditor Claims Scheduled by Debtor & Filed by Claimant

Scheduled?	Filed Claim #	Creditor	Scheduled Claim						Filed Claim					
			Admin	Secured	Priority	General Unsecured	Contingent	Unliquidated	Disputed	Admin	Secured	Priority	General Unsecured	Cont/Unliq/Disp
Yes	19	CLEAR CHANNEL c/o American Financial Management, Inc. 8755 W. Higgins Road, Suite 610, Chicago, IL 60631				98,801.00							98,801.00	
Yes		CLEAR CHANNEL OUTDOOR-TOTAL TRAFFIC 99 Park Avenue 2nd Floor NEW YORK, NY 10016				35,975.00								
Yes		CLIA LOCK BOX P.O. BOX 27816 NEW YORK, NY 10117-9878				339.00								
Yes		CLICKTRIPZ LLC 333 7TH STREET MANHATTAN BEACH, CA 90266				10,021.48								
Yes		CMS CAMERON McKENNA Cannon Place, 78 Cannon St. EC4N 6AF LONDON				2,851.68								
Yes	33	Cogent Communications Inc. 2470 N Street NW, Washington DC 20036				5,670.00							7,040.63	
Yes	9	COMMUNICATION ASSOCIATES 83 CROMWELL AVENUE STATEN ISLAND, NY 10304				233,320.06							258,000.00	
Yes		Consolidated Edison JAF Station P.O. BOX 1702 NEW YORK, NY 10116-1702				143.21								
No	73	Croatia Airlines d.d. 75 b bani, Buzin, Zagreb, cr 10010											156,203.79	
Yes		David Chou House A 7 Peel Rise, The Peak HONG KONG				592,050.19								
Yes		Delaware Franchise Tax The Delaware Department of State Division of Corporations PO Box 898, Dover, DE 19903			243,195.65								52,941.18	
Yes		DEUTSCHE LUFTHANSA AG 1640 HEMPSTEAD TURNPIKE EAST MEADOW, NY 11554				1,710.88								
Yes		DGA SECURITY SYSTEMS, INC P.O. BOX 1920 NEW YORK, NY 10101-1920				769.00								
Yes		DI INK PRINT PRODUCTION 130 E. 40TH STREET # 204 NEW YORK, NY 10016				4,877.60								
Yes	26	Dodd Carter 10329 195th Street NE Arlington, WA 98223				-	X	X	X				420.00	
Yes	2	Dominic J. Fennell 380 Mountain Rd, Apt 2211 Union City, NY 07087										12,475.00	97,743.17	
Yes	29	Dominic J. Fennell 380 Mountain Rd, Apt 2211 Union City, NY 07087			2,769.23							2,769.23		
Yes	29	Dominic J. Fennell 380 Mountain Rd, Apt 2211 Union City, NY 07087				110,217.81							110,218.17	

Airfasttickets, Inc.  
 Creditor Claims Scheduled by Debtor & Filed by Claimant

Scheduled?	Filed Claim #	Creditor	Scheduled Claim							Filed Claim				
			Admin	Secured	Priority	General Unsecured	Contingent	Unliquidated	Disputed	Admin	Secured	Priority	General Unsecured	Cont/Unliq/Disp
Yes		DOWNTOWN TRAVEL 3 West 35th Street 8th Floor NEW YORK, NY 10001				61,675.50								
Yes		Dr. Print 18 COMMERCE DRIVE HAUPPAUGE, NY 11788				387.09								
Yes		DUNHILLTRAVELDEALS 2307 WEST BROWARD BLVD SUITE 402 FORT LAUDERDALE, FL 33312				5,000.00								
Yes		Edgar D. Park 233 Wilshire Blvd., Suite 400 Santa Monica, CA 90401				527,523.28								
Yes		eFax Corporate C/O J2 Cloud Services P.O. BOX 51873 LOS ANGELES, CA 90051-6173				169.10								
Yes		ELAN PHARMACEUTICALS 300 TECHNOLOGY SQUARE 3RD FLOOR CAMBRIDGE, MA 02139				264,487.13								
Yes		Eleni Vareli P.O. Box 1681 New York, NY 10150				-								
Yes		ENETT 8 MARINA BOULEVARD 05-02 NARUBA BAY FINANCIAL SINGAPORE, SINGAPORE 18981-0000				26.58								
Yes		Evelyn Yang 2333 Byron Street Palo Alto, CA 94301				68,465.75								
Yes	8	EVERY MUNDO LLC 25 SE 2ND AVE SUITE 900 MIAMI, FL 33131				501,580.53	x	x	x				569,904.54	
Yes	3-1	FARECOMPARE 18111 PRESTON ROAD SUITE 800 DALLAS, TX 75252				163,230.48							163,230.48	
Yes		Fast Group A.E. Skouze St. 6 Piraeus, Attica 18530 GREECE				-								
Yes		FLEXASOFT LLC 2521 152nd Ave NE Suite 16C1 REDMOND, WA 98052				17,000.00								
Yes		Frank Ferro 5 Cornell Court Eatontown, NJ 07724-4000				-								
Yes	25	Freya Roessner 421 W. 21st St. Apt. 4B New York, NY 10011										12,475.00	265,714.27	
Yes		FRONTIER AIRLINES INC 7001 TOWER ROAD DENVER, CO 80249-7312				679.71								

**Airfasttickets, Inc.**  
**Creditor Claims Scheduled by Debtor & Filed by Claimant**

Scheduled?	Filed Claim #	Creditor	Scheduled Claim							Filed Claim				
			Admin	Secured	Priority	General Unsecured	Contingent	Unliquidated	Disputed	Admin	Secured	Priority	General Unsecured	Cont/Unliq/Disp
Yes	50	Gary Chang 27820 Elena Road Los Altos, CA 94022				279,123.29							279,333.33	
Yes	28	Gerasimos A. Xenatos 245 East 19TH St, Apt 12B New York, NY 10003				4,583.33							4,583.33	
Yes		Gina Coulibaly 735 7th Street SE No. 215 Puyallup, WA 98372					X	X	X					
Yes	16	Globe One Ltd c/o Pick & Zabicki LLP, 369 Lexington Avenue, 12th Floor, New York, NY 10017				22,043.47							1,954,081.90	
Yes	51	Golden Crown Int'l 16/F Kings Field Center 18 Shell Street, North Point HONG KONG				955,130.50							955,777.57	
Yes	35	GOOGLE INC. Attn: David Curtain, 1600 Ampitheater Pkwy, Mountain View, CA 94043				4,584,279.13							4,707,774.65	
Yes		GUNSTER 777 SOUTH FLAGLER DRIVE SUITE 500 EAST TOWER WEST PALM BEACH, FL 33401				252.96								
Yes		HAWAIIAN AIRLINES P.O. BOX 29906 HONOLULU, HI 96820				1,251.61								
Yes	69	HNA Group Int'l C/O Edgar D. Park 233 Wilshie Blvd., Suite 400 Santa Monica, CA 90401				2,890,164.00							2,888,590.00	
Yes	52	Ho Yu Kuang 2F, No. 125, Jiu Kang Street Wenshan Dist. Tapei City 116 TAIWAN				2,043,630.30							2,043,943.95	
Yes		INDEPENDENT TRAVELER 200 Princeton South Corporate Center, Suite 300 Trenton, NJ 08628				3,231.25								
Yes		INTENT 180 VARICK ST SUITE 936 NEW YORK, NY 10014				2,440,045.32								
	15	Internal Revenue Service, Dept of the Treasury, 296 Broadway, New York, NY 10007										60,492.18		
No	14	Internal Revenue Service, Dept of the Treasury, Philedelphia, PA 19101-7346										5,055.65		
No	14	Internal Revenue Service, Dept of the Treasury, Philedelphia, PA 19101-7346											386.93	
Yes	53	Jason Chen 233 Wilshire Blvd., Suite 400 Santa Monica, CA 90401				1,378,113.12							1,378,563.00	
Yes		JET AIRWAYS (INDIA) LTD 525 WASHINGTON BLVD STE 2630 JERSEY CITY, NJ 07310				894.12							894.12	
Yes	54	Josephine Woo Sau Yin Flat F, Fl 3, Blk 3, Pokfulam Gardens, 180 Pokfulam Rd. HONG KONG				132,630.14							68,500.00	

Airfasttickets, Inc.  
 Creditor Claims Scheduled by Debtor & Filed by Claimant

Scheduled?	Filed Claim #	Creditor	Scheduled Claim							Filed Claim				
			Admin	Secured	Priority	General Unsecured	Contingent	Unliquidated	Disputed	Admin	Secured	Priority	General Unsecured	Cont/Unliq/Disp
Yes		Kathleen Skazlic 12125 239B Street Maple Ridge, BC V4R2T7 CANADA 00042-7000				762.81								
	20	KAYAK Software Corporation d/b/a Kayak.com, William C. Heuer, Duane Morris, 1540 Broadway, New York, NY, 10036									17,662.22			
Yes	21	KAYAK Software Corporation, 7 Market Street, Stamford, CT 06902											442,726.49	
Yes	34	KAYAK Software Corporation, 7 Market Street, Stamford, CT 06902				422,646.00	X	X	X				442,726.49	
Yes	7	KONICA MINOLTA a.k.a ALL COVERED Attn: Susan Kelly, 101 Williams Drive, Ramsey, NJ, 07446				15,394.93							16,510.90	
Yes	27	KOUNT, INC 917 LUSK STREET SUITE 300 BOISE, ID 83706				46,021.62							47,071.99	
Yes		Kristina Maximenko 30 W. 76th St. New York, NY 10023				2,014.17								
Yes	5	Latham & Watkins LLP Mitchell Seidler & Anne Marie Reilly, 885 Third Avenue, New York, NY, 10022				271,639.29							455,787.19	
Yes	55	Le Bou Int'l Ltd C/O Edgar D. Park 233 Wilshire Blvd., Suite 400 Santa Monica, CA 90401				638,082.19							638,888.75	
Yes	56	Li Kai B19B Indo Bldg No. 48 Zhichun Rd, Haidian, Beijing PEOPLE'S REPUBLIC OF CHINA				642,014.07							642,425.41	
Yes	57	Li Maochang 20/F China Resources Bldg, 8 Jianguomenbei Ave., Beijing PEOPLE'S REPUBLIC OF CHINA				640,438.04							640,459.41	
Yes		Margaret Kishibe 244 Hartford Street San Francisco, CA 94114				1,382.00								
	79	Mary-Philippa Barrett 13 Caskie Drive Skelmorlie North Ayrshire PA 175AW SCOTLAND, UNITED KINGDOM				18,788.62						178,581.80		
Yes	18	Mary-Philippa Barrett 13 Caskie Drive Skelmorlie North Ayrshire PA 175AW SCOTLAND, UNITED KINGDOM										12,475.00	162,376.72	
	71	Mary-Philippa Barrett 13 Caskie Drive Skelmorlie North Ayrshire PA 175AW SCOTLAND, UNITED KINGDOM												
Yes		McCann World Group IDRAS 2 CHALANDRI ATHENS GR 15232 GREECE				191,145.24								

**Airfasttickets, Inc.**  
**Creditor Claims Scheduled by Debtor & Filed by Claimant**

Scheduled?	Filed Claim #	Creditor	Scheduled Claim						Filed Claim					
			Admin	Secured	Priority	General Unsecured	Contingent	Unliquidated	Disputed	Admin	Secured	Priority	General Unsecured	Cont/Unliq/Disp
Yes	58	Melissa You 7F, No. 2, Ln 78, Sec 1 An-Ho Road, Taipei TAIWAN				113,037.84							119,555.54	
Yes	59	Michael Yang 3181 Berryessa Street # 3 Palo Alto, CA 94303				190,821.91							190,833.31	
Yes	74	MICROSOFT ONLINE INC c/o Joseph E. Shickich, Riddell Williams P.S. 1001 Fouth Avenue, Suite 4500, Seattle, WA 98154				782,221.69							1,608,941.41	
No	6	Minerva Ventures, LTD, 120 Gladstonos, Limassol, 3032, Cyprus											1,180,000.00	
Yes		MOBISSIMO, INC 631 Howard Street, Suite 520 San Francisco, CA 94105				13,708.05								
Yes		MONGO DB 100 Forest Avenue PALO ALTO, CA 94301				34,840.00								
Yes	60	New Silicon Holdings Limited No. 5, Lane 143, Sec. 1 Xinsheng S. Rd., Taipei TAIWAN											-	
Yes	77	New Silicon Holdings Limited No. 5, Lane 143, Sec. 1 Xinsheng S. Rd., Taipei TAIWAN				1,946,018.44							1,944,999.56	
Yes	80	Nikolas Koklonis PO Box 7346, 79 Pleasant Ridge Road Harrison, NY 10528 4 Ksenofonyos, Vouliagmeni, Athens, Greece, 16671									34,713.34		45,902,999.96	
No	Docket No. 78	Nikoloas Koklonis, 11 Kirkis Street, Vouliagmeni, Athens, Greece												
Yes		NYC Commercial Rent Tax NYC Dept of Finance Corr. Unit One Centre Street, 22nd Floor New York, NY 10007			3,659.85									
No	82	NYC Department of Finance, Attn: Bankruptcy Unit, Tax Audit & Enforcement Division, 345 Adams Street, 10th Floor, Brooklyn, NY 11201										31,007.61		
No	24	NYC Department of Finance, Attn: Bankruptcy Unit, Tax Audit & Enforcement Division, 345 Adams Street, 10th Floor, Brooklyn, NY 11201										13,374.68		
No	12	NYS Department of Labor, State Office Campus Building #12 Room #256, Albany, NY 12240											-	
No	4	NYS Department of Labor, State Office Campus Building #12 Room #256, Albany, NY 12240												Unliquidated, no amount claimed
Yes		OTR MEDIA GROUP, INC 40 FULTON STREET 6TH FLOOR NEW YORK, NY 10038				51,300.00								
Yes		PANOS KORDONOURIS & ASSOCIATES CO 39, 17 Noemvriou 1973 Street CHOLARGOS ATHENS GR 15562 GREECE				321,488.68								
Yes		PATRICIA HAMPDEN 223 BAIN BRIDGE STREET 3RD FLOOR BROOKLYN, NY 11233				416.00								

Airfasttickets, Inc.  
 Creditor Claims Scheduled by Debtor & Filed by Claimant

Scheduled?	Filed Claim #	Creditor	Scheduled Claim							Filed Claim				
			Admin	Secured	Priority	General Unsecured	Contingent	Unliquidated	Disputed	Admin	Secured	Priority	General Unsecured	Cont/Unliq/Disp
Yes	76	PAYPAL Attn: Bankruptcy Dept, 12312 Port Grace Blvd, La Vista, NE 68128				1,693,588.63							1,709,075.92	
Yes	61	Peng Hsueh Hua No. 1, An-Shin Road, Hsin-Tien District, New Taipei City 231 Taiwan				491,524.14							491,166.67	
Yes		PERSEUSS TRAVEL SCHELLINGWEG 17D 01507-0000 THE NETHERLANDS				8,900.22								
Yes	62	Philip Yu Kang Chen 5F, No. 4, Ln. 180, Kuan Fu South Road, 5F No. 4, Lane 180 TAIWAN				136,925.23							136,999.96	
Yes	54	Pi Hua Yang 3F, No. 6, Ln. 84, Shiyuan Rd. Wenshan District, Taipei 116 TAIWAN				68,027.40							68,055.54	
Yes		POLAND SPRING P.O. BOX 856192 LOUISVILLE, KY 40285-6192				459.27								
Yes		RAKUTEN LINKSHARE CORP 215 PARK AVE SOUTH 9TH FLOOR NEW YORK, NY 10003				4,000.00								
Yes		REVELEX CORPORATION 6405 Congress Avenue Suite 120 BOCA RATON, FL 33487				2,159.84								
Yes		Ronaldo Almero 23 PARRELL AVE FOOTHILL RANCH, CA 92610				450.00								
Yes		RR DONNELLEY PO BOX 13654 NEWARK, NJ 07188-0001				11,139.17								
Yes	37	SAMANTHA VACCA 323 78TH STREET BROOKLYN, NY 11209				437.50							437.50	
Yes		SHI International Corp P.O. BOX 952121 DALLAS, TX 75395-2121				33,898.42								
Yes	64	Shieh Jaw Chyi Kay 18/F Block D, Mt. Parker Res. No. 1, Saiwan Terrace Quarry HONG KONG				930,822.92							930,277.60	
Yes		SKYLINK TRAVEL 15 W 36TH STREET 4TH FLOOR NEW YORK, NY 10018				25,214.27								
Yes		SKYSCANNER 1111 Brickell Avenue, Suite 2250 Miami, FL 33131				40,308.38								
Yes	31	SMARTER TRAVEL MEDIA 400 1st Avenue Needham, MA 02494				1,520,221.56							1,704,631.56	
Yes		Som & Chanh Phaengnavong 507-2755 Jane Street Toronto, Ontario, M3N 2H6 CANADA				-	X	X	X					
Yes	65	Sophia Yang 13F, No. 60, I-Shou Street Taipei, 116 TAIWAN				398,182.66							398,222.13	

**Airfasttickets, Inc.**  
**Creditor Claims Scheduled by Debtor & Filed by Claimant**

Scheduled?	Filed Claim #	Creditor	Scheduled Claim							Filed Claim				
			Admin	Secured	Priority	General Unsecured	Contingent	Unliquidated	Disputed	Admin	Secured	Priority	General Unsecured	Cont/Unliq/Disp
Yes		SPIRIT AIRLINES 2800 EXECUTIVE WAY MIRAMAR, FL 33025				7,320.63								
Yes		SPOT THOMPSON TOTAL COMMUNICATION GROUP 10-12 KIFISIAS AVE, PARADISOS AMAROUSIOU, ATHENS GR 15125 GREECE				85,552.42								
	78	Steven J. Barrett 13 Caskie Drive Skelmorlie North Ayrshire, PA 175 AW SCOTLAND, UNITED KINGDOM				37,202.36						368,818.04		
Yes	17	Steven J. Barrett 13 Caskie Drive Skelmorlie North Ayrshire, PA 175 AW SCOTLAND, UNITED KINGDOM										12,475.00	352,780.32	
	72	Steven J. Barrett 13 Caskie Drive Skelmorlie North Ayrshire, PA 175 AW SCOTLAND, UNITED KINGDOM										-		
Yes	66	Summit Elite Global Ltd C/O Edgar D. Park 233 Wilshire Blvd., Suite 400 Santa Monica, CA 90401				568,767.12							638,333.20	
Yes		Teresita Manangan 12395 Baltimore Ave Moreno Valley, CA 92557				720.00								
Yes		THE CFO GROUP LLC 436 SW 6TH AVENUE BOCA RATON, FL 33486				5,400.00								
Yes		THE HARTFORD Bankruptcy Unit NP3R, Hartford Plaza, Hartford, CT 06115				429.14							-	
Yes		THREAT METRIX 160 W SANTA CARLA STREET SAN JOSE, CA 95113				35,700.00								
No	23	Transperfect Translations Adams Globalization, Attn: Lee, c/o Metrogroup, Inc., 26 Broadway, Suite 933, New York, NY 10004											10,390.80	
Yes		TravCom 1180 S. BEVERLY DRIVE, SUITE 600 LOS ANGELES, CA 90035				150.00								
No	75	Travelfusion Limited, Unit 3.01, The Wenlock Building, 50-52 Wharf Road, London, N1Teu, United Kingdom											823.30	
Yes		TRAVELPORT 300 GALLERIA Parkway SE ATLANTA, GA 30339				716.42								
Yes		TRAVELZOO DEPT CH 19569 PALATINE, IL 60055-9569				12,101.60								
Yes	30	TRIPADVISOR Goulston & Storrs, Attn: Douglas Rosner, 400 Atlantic Avenue, Boston, MA 20110				51,187.69							51,187.69	
Yes	67	Trust for Patrick 1294 Turrett Drive San Jose, CA 95131				127,397.26							127,555.56	

Airfasttickets, Inc.  
 Creditor Claims Scheduled by Debtor & Filed by Claimant

Scheduled?	Filed Claim #	Creditor	Scheduled Claim							Filed Claim				
			Admin	Secured	Priority	General Unsecured	Contingent	Unliquidated	Disputed	Admin	Secured	Priority	General Unsecured	Cont/Unliq/Disp
Yes		UNITED CORPORATE SERVICES TEN BANK STREET SUITE 560 WHITE PLAINS, NY 10606				1,297.10								
Yes	11	VAN WAGNER TRANSPORTATION ADVERTISING LLC/Outfront Media, LLC, Iannitelli Marcolini PC, Claudio Iannitelli, 111 W. Monroe Street, 17th Floor, Phoenix, AZ 85003				44,350.00							52,941.18	
Yes		VEINTERACTIVE 580 HARRISON AVENUE SUITE 401 BOSTON, MA 02118				5,184.78								
Yes		VERIFONE MEDIA #774523 4523 SOLUTIONS CENTER CHICAGO, IL 60677-4005				189,000.00								
Yes		VERIZON P.O. BOX 15124 ALBANY, NY 12212-5124				2,022.95								
Yes		WEST SIDE MOVERS 963 COLUMBUS AVE NEW YORK, NY 10025				1,742.00								
Yes		WESTCHESTER JOINT WATER WORKS P.O. BOX 5069 WHITE PLAINS, NY 10602-5069				124.46								
Yes		WORKIVA LLC 2900 UNIVERSITY BLVD AMES, IA 50010				10,632.20								
Yes	68	Zhao Yanping 3-28H 6 Chaoyang Park S. Rd. Chaoyang Dist., Beijing, 100 PEOPLE'S REPUBLIC OF CHINA				421,676.71							421,700.00	
		<b>Total</b>	-	-	249,624.73	38,319,472.38	-	-	-	17,662.22	-	749,622.98	137,718,257.01	-