

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	x	
In re:)	
)	Chapter 11
Airfasttickets, Inc.,)	
)	Case No. 15-11951 (SHL)
<i>Debtor.</i>)	
_____	x	

DECLARATION OF NIKOLAOS KOKLONIS

Nikolaos Koklonis ("Mr. Koklonis") hereby declares and states as follows:

1. I am a creditor and equity security holder in the above-captioned chapter bankruptcy case (the "Bankruptcy Case") of Airfasttickets, Inc. (the "Debtor").
2. I hereby respectfully submit this declaration (the "Declaration") in support and/or further support of: (i) the proof of claim that I filed in this Bankruptcy Case (claim no. 80, the "Proof of Claim"); (ii) my response (the "Response") to the Debtor's objection to my Proof of Claim (docket no. 216, the "Claim Objection"); and (iii) my objection (the "Plan Objection") to confirmation of the Debtor's plan of liquidation (the "Plan").

I. Unpaid Salary

3. On October 1, 2012, I was hired by the Debtor as its President and Chief Executive Officer on October 1, 2012, pursuant to an employment letter dated September 20, 2012 (the "Employment Agreement").
4. Pursuant to the Employment Agreement, I was entitled to, among other things, an annual salary of \$250,000, to be paid semi-monthly rate of \$10,416.67 on the 15th and the last day of each month.
5. Attached hereto as **Exhibit A** is a true and correct copy of the Employment Agreement.

6. My employment was terminated by Adam Meislik, the Debtor's receiver (the "Receiver") on July 13, 2015, via a termination letter dated July 13, 2015 (the "Termination Letter").

7. Attached hereto as **Exhibit B** is a true and correct copy of the Termination Letter. is.

8. On information and belief, the Debtor intentionally failed to make the salary payments that were due to me for June 2015, at the direction of the Receiver.

9. Attached hereto as **Exhibit C** is a true and correct copy of email correspondence between myself and the Receiver in which, among other things, the Receiver acknowledges the Debtor's decision to not pay my salary for this period.

10. In addition, after the termination, the Debtor failed to pay the wages that were due to me upon termination of my employment for the period of July 1 through July 13, 2016.

II. Unpaid Vacation Time

11. In addition to salary, I was entitled under my Employment Agreement to twenty (20) days of vacation time per year. At the time my employment was terminated, I had twenty accrued but unused vacation days.

12. The Debtor failed to pay the vacation time payment that was due to me upon termination of my employment.

III. Unpaid Intellectual Property License Fees

13. I am the owner and/or holder of certain copyright and other intellectual property rights in (i) the software program under the name "AFT Booking Platform" including all upgrades with respect thereto (the "Platform"), and (ii) the domain "airfasttickets.com" (the "Domain").

14. On August 30, 2013, I and the Debtor entered into an intellectual property license agreement (the “License Agreement”) pursuant to which I granted the Debtors a license with respect to my intellectual property rights in the Platform and the Domain (the “Intellectual Property Rights”). Among other things, I granted the Debtor a non-exclusive, revocable, non-assignable right to use and upload the Program onto the Debtor’s servers, and a non-exclusive, revocable, non-assignable right to use, reproduce, transmit and publicly display the Program on the Domain.

15. Attached hereto as **Exhibit D** is a true and correct copy of the License Agreement.

16. Under the License Agreement, the Debtor agreed to pay me annual license fees equal to 3% of the total turnover of the Debtor per year (the “License Fees”).

17. From the date of the License Agreement through the Petition Date, the Debtor failed to pay the License Fees that were due and owing to me under the License Agreement.

18. I believe that, in light of the Debtors’ revenues from the date of the Licensing Agreement through the Petition Date, my general unsecured claim on account of the unpaid Licensing Fees is approximately \$18,000,000.00. I do not, however, have access to the financial information necessary to calculate that precise amount of unpaid Licensing Fees. That information is controlled by the Debtor.

IV. Interests in Sale Proceeds

19. While I did not file opposition to the Sale, I did assert, in my Proof of Claim, ownership and/or intellectual property interests in many of the assets that constituted the Property that was sold by the Debtors. Accordingly, by my Proof of Claim, I asserted ownership interests and intellectual property rights and/or security interests which attach to the

Sale Proceeds.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 7, 2016.

By:

Nikolaos Koklonis

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name Nikolaos Koklonis.

Exhibit A



September 20, 2012

Nikolaos Koklonis
C/O Airfasttickets

Subject: Offer of Employment

Dear Nikolaos:

On behalf of Airfasttickets, Inc. (the "Company"), with offices at 875 Third Avenue, New York, NY 10022, I am pleased to offer you full-time employment with the Company on the following terms and conditions, to which you hereby acknowledge and agree (the "Agreement"):

Start Date: Your employment shall begin on or about October 1, 2012.

Position: You will serve as President and/or Chief Executive Officer of the Company. The Company requires that you devote your full business time, attention, skill, and efforts to the tasks and duties of your position.

Compensation: Your annualized salary of \$250,000 (subject to required tax withholdings and other authorized deductions) will be paid at a semi-monthly rate of \$10,416.67 in accordance with customary payroll practices and procedures, subject to applicable law. This salary covers all hours worked by exempt employees. You will receive your semi-monthly pay on the 15th and the last day of each month.

Benefits: You are eligible to participate in employee benefit plans that the Company may establish for similarly situated employees from time to time, subject to the terms of such plans.

Paid Time Off: You are eligible for twenty (20) vacation days per annum, subject to the Company's vacation policy as amended from time to time.

Performance Bonus: You may be eligible to earn an annual performance bonus at the sole discretion of the Company.

Employment "At Will"; Notice: Your employment is "at will". During the Contract Term, either you or the Company may terminate your employment, with or without cause at any time, subject to the notice provisions set forth herein.

You agree to provide the Company with eight (8) months' notice of your voluntary resignation. The Company agrees to provide you with eight (8) months' notice of your termination when feasible except in the case of a termination for Cause. The period between such notice and termination of employment will be referred to as the "Notice Period." Such notice provision shall not alter your at-will status. If the Company terminates your

employment without Cause or you resign by giving notice in accordance with the terms herein, the Company may, in its sole discretion, alter your duties or place you on a paid leave of absence during the Notice Period.

You may not provide services to any other employer or act as a consultant or otherwise assist any person or entity in connection with their business during your employment or during the Notice Period, regardless of whether you are working or on a paid leave of absence during such period, unless otherwise approved by Company management. You must continue to act in accordance with your employment obligations during any Notice Period. You may not resign from CEO position, unless such resignation is accepted by the Company in writing.

Termination for Cause: For the purposes of this Agreement only, termination for "Cause" shall mean: (i) an action taken by a regulatory body or a self-regulatory organization against you that substantially prohibits or suspends you from performing or substantially impairs the performance of your duties of employment; (ii) your negligent performance or failure to perform your duties of employment or inadequate performance in your employment (other than any such failure resulting from incapacity due to physical or mental illness); (iii) your breach of any of your obligations set forth in this Agreement, including but not limited to your obligations under the covenants and conflict of interest provisions contained in this Agreement, or of any of the Policies or Company procedures (written or unwritten); (iv) your breach of fiduciary duty of loyalty to Company; (v) your violation of federal or state securities law, or any other law, rule or regulation; (vi) your conviction of or plea of guilty or nolo contendere to a job-related felony or any other job-related criminal offense; (vii) your willful refusal to follow the proper direction of the Board or any individual to whom you directly report; or (viii) your commission of an act that constitutes fraud, embezzlement or dishonesty.

Condition of Employment: In the course of your employment with the Company, you will be subject to and required to comply with all Company policies, applicable laws and regulations. As a condition of employment, you will be required to sign and comply with an Invention and Non-Disclosure Agreement (which, among other things, prohibits unauthorized use or disclosure of Company proprietary information) and a Non-Competition and Non-Solicitation Agreement, copies of which are attached hereto as Exhibit A and Exhibit B, respectively, sign and return a satisfactory I-9 Immigration form providing sufficient documentation establishing your employment eligibility in the United States, and provide satisfactory proof of your identity as required by United States law. **Unless the Company determines otherwise, your employment is further subject to satisfactory completion of a background check.** By signing below, you represent that your performance of services to the Company will not violate any duty which you may have to any other person or entity (such as a present or former employer), including obligations concerning providing services (whether or not competitive) to others, confidentiality of proprietary information and assignment of inventions, ideas, patents or copyrights, and you agree that you will not do

Governing Law; Forum Selection: This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to principles of conflict of laws. Should any dispute not be subject to arbitration, any action to enforce the terms of this Agreement or any other dispute arising out of your employment shall be brought in the courts of the State of New York, and the parties consent to such personal jurisdiction and waive any objections to the resolution of disputes hereunder in such jurisdiction.

Severability: Any provision or part of a provision of this Agreement which is held to be illegal, void or unenforceable will either be modified so that it is enforceable, or deemed ineffective to the extent only of that illegality, voidness or unenforceability, without invalidating the remaining provisions or part of a provision of the Agreement.

Waiver: No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

Entire Agreement; Amendment: This Agreement, together with the Invention and Non-Disclosure Agreement and the Non-Competition and Non-Solicitation Agreement, constitutes the entire agreement between you and the Company with respect to the terms and conditions of your employment (collectively the "Employment Agreement"), and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between you and the Company with respect hereto. This Agreement shall not be modified except by a written agreement signed by both parties.

(Signature Page Follows)



If you agree to the above terms and conditions and wish to accept employment with the Company in accordance with these terms and conditions, please sign and date this Agreement and return it to me by **September 25, 2012**. We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

AIRFASTTICKETS, INC.

By:

A handwritten signature in blue ink, appearing to read 'Eleni Vareli', is written over a horizontal line.

Name: Eleni Vareli

Title: COO

Address: 875 Third Ave, New York, NY 10022

Accepted by:

A handwritten signature in black ink, appearing to read 'Nikolaos Koklonis', is written over a horizontal line.

Nikolaos Koklonis

20 September 2012

Date

Exhibit B



July 13, 2015

Dear Mr. Koklonis:

Pursuant to an order entered in Civil Action 11137, I am acting as custodian pendent lite of Airfast Tickets, Inc. ("Airfast"). This letter is to inform you that your employment with Airfast is terminated as of today July 13, 2015. In accordance with your employment agreement dated September 20, 2012 and subsequently amended December 18, 2102, this is a termination for cause, thus no notice is required. The provisions of the Invention and Non-Disclosure Agreement as well as the Non-Competition and Non-Solicitation Agreement remain in effect.

You are required to return all company equipment and property including but not limited to phone, car, laptop, key card and physical and electronic files, including email, by July 20, 2015. Do not erase your email. The equipment and property should be mailed to Adam Meislik c/o GlassRatner, One Grand Central Place, 60 East 42nd Street, Suite 1062, New York, NY 10165. Airfast will reimburse you for the cost of returning equipment or property. If you have no equipment or property in your possession, please respond affirmatively. If the electronic files in your possession require coordination to return to Airfast, please make me aware.

In addition, your participation in all employee benefit plans, other than the Company's health insurance plan (if applicable), ended on July 13, 2015. Under separate cover, you will receive additional information about your rights, if any, to continue your participation in the Company's health insurance plan.

If you have any questions, please feel free to contact me.

ATLANTA ■ IRVINE ■ LOS ANGELES ■ MIAMI ■ NEW YORK
BAKERSFIELD ■ PHOENIX ■ TAMPA

Exhibit C

From: Adam Meislik <ameislik@glassratner.com>

Date: July 4, 2015 at 21:45:50 GMT+3

To: NIKOLAOS KOKLONIS <nkoklonis@me.com>

Cc: Nkme <nkoklonis@me.com>, legal-eu <legal@fastgroup.eu>, George Christoforou <georgios.christoforou@uturnconsultants.com>

Subject: Re: Budget for next 4 weeks

You are not being punished and I am not driven by 'fairness.'

In insolvency situations, insiders are often not paid. Most likely this will end up in a chapter 11 to facilitate the sale of assets, and you will be asked and then sued (if you don't agree) to return payments made to you by the company for 180 days prior to the filing and even further back based on when the company was insolvent.

I will be asking other insiders to return money too, including Jason Chen.

Sevket is a different situation. I need him to help me preserve the IP. To this effect, I'd appreciate it if you would direct people to fulfill my requests. I am getting the run around. I can go back into this in another email. Further, I have reviewed the only letter you sent him and he wasn't terminated. I also determined his causes of action against the company are greater than just paying him and avoiding a lawsuit. I don't think its productive to ask me to confirm that Sevket "tampered with company numbers" under these circumstances. I neither care about that today, nor, do I care about if you did too or if Sevket did it at your direction.

My only goal at this point is to preserve the parts of the company that a buyer will find valuable and to ensure that I have a robust auction for the company. I trust you appreciate that the chances that you, as majority equity-holder, will be receiving proceeds from a sale, are very slim. You have at least \$35mm of debt in front of you at the US company, not counting the intracompany debt.

I am also considering terminating your employment as well as your sister's. If you can articulate what value you have going forward given that the only way out is a sale to a third-party, I would like to read it. If you make a good case, I won't terminate you. I thought you could be more valuable to the company siding with a buyer (maybe Mr. Campell's undisclosed client) by convincing them of the reasons they should team with you to purchase the assets of the company.

Without a budget for Greece, I am unable to commit to any funding. I will be paying partial payroll, expected to be initiated on Monday, for a variety of obvious reasons.

By your own admission, Greece did \$2 mm in net revenue in the first five months. That is not enough revenue to justify maintaining it. I would like to quickly secure the IP so that I can sell it. This includes the source code in Greece. I would like to slim down Greece to key developers. Typically in situations like this, the buyer will offer employment to certain company employees.

I have no offer from HNA and I am not in direct contact with them. I have encourage their side to move very quickly to get me an offer.

I want to outline to you, briefly, how these things typically go. I will negotiate a stalking horse agreement, file a chapter 11 with that agreement and conduct a transparent, court supervised auction to get the highest and best price. Its actually pretty simple. During that auction, we will be soliciting offers from everyone. You should turn over the names of all of the interested parties to date in order to ensure that they are included in the auction. Your new attorney did contact me directly, although he knew I was represented by counsel. He also should know that is unacceptable. Nonetheless, he spoke

to my counsel and made is thinly veiled threats to him. Please understand that this is all amateur to me. I see it all of the time and will not motivate me to do anything.

Nikos, I honestly believe you are not getting any money from the sale of the company's assets, and if that is one of your motivations, then you should redirect your energy. I tell you this not because I even control that. The US has very clear laws on "absolute priority."

On Sat, Jul 04, 2015 at 11:11 AM, NIKOLAOS KOKLONIS <nkoklonis@me.com> wrote:

Adam ,

They translate this for me because I want to be sure you will understand what I want to share with you .

Mr. Kirshenbaum is corporate attorney who advise me how I must proceed to protect my interest .I am not aware for email like this pls forward to me if you have something .

Regarding China never I was there for company business but for the reason I wrote you bellow ,I am transparent with you from the first day but at the same time I must protect my interest .I sent you email about this trip and all the expenses paid by my family how the funds could use for the Salaries ? I don't understand your point here pls clarify what you mean .

Regarding my employment agreement I don't need admission to travel anywhere but for transparency reasons I sent it to you .The reason you didn't pay my salary it was to punish me because I flow to China 3 days to meet with my attorney ?

I am real surprise about your decision for Mr. Seyalioglu and the same time when the chens try to find him a house in Tiburon for permanent living and offer work to his wife ,as you must protect the company's asset and value how you trust Person who has admittedly tampered with company numbers.

I am here to support and cooperate with you but your decisions must be fair .

Best

From my iphone

Nikolaos Koklonis
President & Ceo
AirFasttickets inc
a: 875 Third Ave, New York, NY 10022
e: nkoklonis@airfasttickets.com
w: www.airfasttickets.com

On Jul 4, 2015, at 20:44, Adam Meislik <ameislik@glassratner.com> wrote:

Niko, before I respond to this, I need to know who wrote it. I am able to tell it is not from your hand. I also need you to clarify who Ken Kirshenbaum is and his role. I received threats by him on your behalf. Finally, you seem to be conducting company business in Beijing, by your own admission, and its not transparent to me as it should be. I think the funds used for that could be used to cover payroll. Once you clear this up, I'll be happy to layout my views.

On Sat, Jul 04, 2015 at 10:35 AM, NIKOLAOS KOKLONIS <nkoklonis@me.com> wrote:

Adam,

From the day of your appointment I have been doing my best to cooperate with you and provide any assistance regarding company's affairs. I need however specific, accurate and transparent responses to my enquiries to you. As the main shareholder of Air Fast and the CEO of the group for more than 4 years, it is within my rights to ask you and have your responses on the following:

USA payroll was processed but I did not receive my salary. The company's COO Eleni Vareli did not receive her salary either. I need you to explain to me how you took this decision and why. More importantly I am informed that Mr. Seyalioglu's payroll was paid as normal. I question this decision as meritorious. Regardless of my position and with the reservation of all my legal rights, Mr. Seyalioglu has admittedly tampered with company numbers. I am inclined to believe that your decisions are not governed by objectiveness.

More essentially, I need to know where I stand, in your view, with the company because although I am willing to continue cooperating with you and all other critical parties I will not be able to continue without the salary that I am entitled to. As I have explained to you before I have used private funds to uphold the group's operations, I do not have life savings that could support me and I need to make my livelihood. If you decide to terminate my contract I expect you to honor its terms. I need to know because I need to start looking for work.

I understand that you have gained access to the company's bank account and I am requesting a full report as to what payments have been/will be done from the funds. Especially under the current Greek situation it is imperative to process the Greek company's payroll for the months May and June 2015 as soon as possible. There are criminal implications (let alone the civil liability) that could even involve you, as a receiver, under domestic law. These proceedings would be brought by the government as a representative of Social Security, the Ministry of Labor and by the employees themselves. It is impossible to comprehend why you are risking the Greek operations, an entity which you know that supports all customer care and operations, an entity which holds the IP, an entity which is respected by the public. I was certain that your role would help you see the real value of the company and assist it, but I am not sure whether this is an objective you have in mind anymore; I would hate to think that the agenda is to diminish the value of the company indirectly, instead of trying to reasonably protect it.

Finally, following the Letter of Intent of May 20, 2015 between Air Fast and hainan and the deposit of June 2, 2015, I urgently need to know what the current status with Hainan Group is.

You had asked me why I traveled to China. The reason of my trip entails meetings with local legal representatives to safeguard my position as a majority shareholder on an independent basis, but also in correlation with the ex-investors. not new.

If you really want to work with me and move forward on an impartial basis I am on board.

Best

From my iphone
Nikolaos Koklonis
President & Ceo
AirFasttickets inc
a: 875 Third Ave, New York, NY 10022
e: nkoklonis@airfasttickets.com
w: www.airfasttickets.com

Exhibit D

THIS CONTRACT is made between:

1. **Nikolaos Koklonis**, I. Manou 4-6, Piraeus, Greece, (the 'Licensor')
and
2. **Airfasttickets, Inc.**, 875 Third Ave., New York, USA (the 'Licensee')

RECITALS

- A. The Licensor is proprietor of and beneficiary to the copyright and all other intellectual property rights throughout the world in the software program under the name "AFT Booking Platform" at the state it currently is and with all its future upgrades (the 'Program') and the domain airfasttickets.com (the 'Domain').
- B. The Licensor wishes to license the Program and the Domain to the Licensee in the territory of the U.S.A. (the 'Territory').
- C. This contract sets out the terms and conditions on which the Licensor grants the Licensee the non-exclusive, revocable, non-assignable right to use the Program and the Domain in the Territory for the royalties determined below. Any Schedules to this contract form an integral part thereof.

DEFINITIONS

In this contract:

'Business day' means a day on which the banks are open for normal banking business in Greece, excluding Saturday, Sunday and public holidays.

'Term' means the period during which the Program and the Domain is licensed to the Licensee.

'Intellectual Property Rights' means all copyrights, design rights, codes, trademarks, service marks, trade secrets, know – how, database rights, patents and any other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same anywhere in the world.

The headings in the contract do not affect its interpretation.

THE PARTIES AGREE as follows:

1. **GRANT OF RIGHTS:**

Subject to the terms of this contract, the Licensor grants the Licensee the non-exclusive, revocable, non-assignable right to use and upload the Program onto the Licensee's server. The Licensor also grants the Licensee the non-exclusive, revocable, non-assignable right to use, reproduce, transmit and publicly display the Program on the Domain www.airfasttickets.com. The grant of rights is conditional to the royalties determined at clause 4 below.

The Licensee shall not:

- a) Edit, modify, use, copy, transmit, display or redistribute the Program or the Domain in any way except as permitted by this contract or upon the written approval of the Licensor.
- b) Remove or modify any copyright or trademark notice from the Program or copies of the Program (as permitted).
- c) Use the Program or the Domain in any manner that causes harm to the reputation and goodwill of the Program or the Domain.
- d) Retain copies of the Program after termination of this contract.
- e) Try to enforce any usage or other intellectual property rights or rights of any nature whatsoever on the Program or the Domain after termination of this contract.

The Licensee, its officers, directors and employees, shall use the Program or the Domain solely for the fulfilment of this contract and not in a systematic manner so as to create a database for their own use.

The Licensee shall not use the Program or the Domain on any manner that is illegal or discriminatory in any way (including race, gender, religion, nationality, disability, sexual orientation or age).

The Licensee acknowledges that the Licensor may need to withdraw and/or update certain parts of the Program and accordingly the Licensee will, on receipt of a notice by the Licensor, immediately remove and/or apply the updates to the Program as described in the Licensor's notice. In the event the Licensee does not implement the Licensor's instructions, the Licensee agrees to indemnify the Licensor against any claims, costs and expenses that the Licensor may suffer.

2. TERM:

The Term begins on the date of signature of this contract and continues indefinitely unless otherwise terminated in accordance with clause 8.

3. DELIVERY OF THE DOMAIN AND THE PROGRAM

The Licensor will supply the credentials to the Program and the Domain to the Licensee through a secure technical platform of the Licensor's choice. The Licensor will not be responsible for the compatibility of the Program or the Domain in the Territory and the Licensor will not be responsible for viruses.

4. PAYMENTS

The Licensee agrees to pay to the Licensor the license fee of 3% of the total turnover of the Licensee per year. Upon expiry or termination of this contract, the license fees will be calculated pro rata.

5. INTELLECTUAL PROPERTY RIGHTS

The Licensor shall retain all intellectual property rights and all other right, title and interest in and to the Program and the Domain worldwide. Upon the termination of this contract the Licensee shall forthwith discontinue any use without any right of compensation for such discontinuation.

The Licensee agrees that it will use the Program and the Domain in a professional manner, in good faith and shall not engage in any act that will harm the reputation and the goodwill of the Domain and the Program. The Licensee will notify the Licensor of any circumstances Licensee has knowledge of any unauthorized use or copying of the Program or the Domain by any third person or entity not authorized to do so. The Licensee may take, at Licensor's discretion, the necessary legal action to prevent or stop the unauthorized use or copying of the Program or the Domain.

6. WARRANTIES AND LIMITATION OF LIABILITY

The Licensor warrants that it is entitled to enter into this contract and grant the Licensee the license to the Program and the Domain. The Licensor hereby excludes all warranties, conditions or other terms implied by statute, common law or otherwise to the fullest extent permitted by law.

The Licensor shall only be responsible for direct and proven losses suffered or incurred by the Licensee arising out of any liability of the Licensor to the Licensee. The Licensor shall not be responsible for any loss of revenue, loss of profit, loss of anticipated savings, loss of opportunity, loss of goodwill, and/or any other loss which happens as a consequence of any direct and proven losses suffered by the Licensee or for any other loss which could not be contemplated by the Licensor. In any case, the Licensor's total liability will not exceed the total amount of \$20,000.

7. TERMINATION

The Licensor or the Licensee may terminate this contract for convenience by giving the other a ninety (90) day written notice of termination.

8. ASSIGNMENT PROHIBITION

The license is personal to the Licensee who may not assign, transfer, sub-license or otherwise deal in its rights and/or obligations under this contract or purports to do so without the prior written consent of the Licensor, which it may grant or withhold in its absolute discretion.

9. FORCE MAJEURE

The Licensor shall not be liable to the Licensee for any delay or non-performance of its obligations under this contract arising from any cause or causes beyond its reasonable control.

10. MISCELLANEOUS

If any provision of this contract is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

Any amendment, waiver or variation of this contract shall not be binding on the Licensor and the Licensee unless set out in writing and signed by the parties.

This contract is governed and shall be construed by the laws of New York. The parties hereby irrevocably agree that the New York Courts have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this contract or any document to be entered into pursuant to this contract and accordingly any suit, action or proceeding in that regard may be brought in such courts.

BY SIGNING BELOW BOTH PARTIES AGREE TO THESE TERMS:

Nikolaos Koklonis

DATE: AUGUST 30, 2013

BY: 

FOR AIRFASTTICKETS, INC.

DATE: AUGUST 30, 2013

BY: 

NAME: ELENI VARELI

TITLE: COO