

Presentment Date: June 14, 2019 at 12:30 p.m. (Eastern Time)
Objection Deadline: June 14, 2019 at 11:30 a.m. (Eastern Time)

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*Counsel for the Liquidating Trust of
Airfasttickets, Inc.*

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

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

**NOTICE OF PRESENTMENT OF
MOTION OF THE LIQUIDATING TRUST OF
AIRFASTTICKETS, INC. UNDER SECTIONS 105(a) AND
363(b) OF THE BANKRUPTCY CODE FOR AN ORDER APPROVING
STIPULATION TO ESTABLISH CUSTODIANSHIP FOR TRAVANA ASSETS**

PLEASE TAKE NOTICE that upon the annexed *Motion of the Liquidating Trust of Airfasttickets, Inc. Under Sections 105(a) and 363(b) of the Bankruptcy Code for an Order Approving Stipulation to Establish Custodianship for Travana Assets* (the “Motion”), the undersigned will present the attached proposed order to the Honorable Sean H. Lane, United States Bankruptcy Court (the “Court”), One Bowling Green, New York, New York 10004-1408, for signature on **June 14, 2019 at 12:30 p.m.** (prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion and proposed order must be in writing, must conform to the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the Local Bankruptcy Rules for the Southern District of New York, must set forth the name of the objecting party, must state with particularity the basis for

the objection and the specific grounds therefor, and must be filed with the Clerk of the Court (with a courtesy copy delivered to Judge Lane's Chambers) and served upon (a) the attorney for the Liquidating Trust of Airfasttickets, Inc., Arent Fox LLP, 1301 Avenue of the Americas, Floor 42, New York, New York 10019 (Attn: Nicholas A. Marten, Esq.) and (b) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10014; so as to be filed and actually received in the Bankruptcy Judge's Chambers no later than **June 14, 2019 at 11:30 a.m.** (prevailing Eastern Time). Unless objections are received by that time, the order may be signed.

Dated: New York, New York
May 31, 2019

Respectfully submitted,

ARENT FOX LLP

By: /s/ Aram Ordubegian
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AIRFASTTICKETS, INC.,	:	Case No. 15-11951 (SHL)
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**MOTION OF THE LIQUIDATING TRUST OF
AIRFASTTICKETS, INC. UNDER SECTION 105(a) AND 363(b)
OF THE BANKRUPTCY CODE FOR AN ORDER APPROVING
STIPULATION TO ESTABLISH CUSTODIANSHIP FOR TRAVANA ASSETS**

The Liquidating Trust of Airfasttickets, Inc. (the “Liquidating Trust”), through Adam Meislik, the duly appointed trustee of the Liquidating Trust (the “Trustee”), by its undersigned counsel, hereby files this motion (the “Motion”) for an order in the form of the proposed order annexed hereto as Exhibit A pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the “Bankruptcy Code”) approving the stipulation to establish custodianship for certain assets held by the Travana trustee (the “Stipulation”), entered into by and between the Liquidating Trust, HNA Group (International) Co., LTD., and HNA Capital Ltd. (collectively, “HNA”), Fareportal, Inc. (“Fareportal”) and Jason Chen, Edgar Park, and AirTourist Holdings LLC (collectively, the “Chen Parties”). The Liquidating Trust, HNA, Fareportal, and the Chen Parties shall hereinafter be referred to as the “Parties,” and each individually as, a “Party.” A true and correct copy of the Stipulation is annexed hereto as Exhibit B. In support of this

Motion, the Liquidating Trust submits the declaration of Adam Meislik (the “Meislik Declaration”) annexed hereto as Exhibit C and respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction to consider the Motion under 28 U.S.C. §§ 157(a) and 1334(b). Further, under Article XI of the *Debtor's Chapter 11 Plan of Liquidation* [ECF No. 157], as amended [ECF No. 238] (the “AFT Plan”), the Court has jurisdiction over any matter arising under the Bankruptcy Code, arising in or related to this Chapter 11 Case, or the AFT Plan, including motions, contested matters, objections or estimations of claims.

2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The statutory predicates for the relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code.

RELIEF REQUESTED

4. By this Motion, the Liquidating Trust seeks entry of an order under sections 105(a) and 363(b) of the Bankruptcy Code approving the Stipulation. The Liquidating Trust respectfully submits that the Stipulation is beneficial to the estate (the “Estate”) and serves as a vehicle to efficiently and economically advance adjudication of the Fareportal Claim (defined below) so as to expedite distributions to creditors.

FACTUAL BACKGROUND

5. On July 27, 2015, an involuntary petition was filed against Airfasttickets, Inc. (“AFT”) to seek an order for relief under chapter 7 of title 11 of the Bankruptcy Code in the Bankruptcy Court of the Southern District of New York. On September 21, 2015, AFT consented to entry of the relief order [ECF No. 8]. On October 27, 2015, the Court entered an order converting the case to one under chapter 11 of the Bankruptcy Code [ECF No. 28].

6. On November 24, 2015, the Court approved the sale of substantially all of AFT's intellectual property, software and related assets to Travana, Inc. ("Travana") [ECF No. 65] (the "Sale Order").

7. On July 11, 2016, AFT filed the AFT Plan, which was confirmed by the Court on October 26, 2016 [ECF No. 251] (the "Confirmation Order"), that, *inter alia*, approved the Liquidating Trust Agreement attached thereto, thereby establishing the Liquidating Trust and duly appointing Adam Meislik as the Liquidating Trustee. The AFT Plan became effective on December 2, 2016 (the "Effective Date"). *See* ECF No. 262.

8. On April 19, 2017, certain of Travana's creditors filed an involuntary petition against Travana seeking an order for relief under chapter 7 of the Bankruptcy Code in the Bankruptcy Court of the Northern District of California (the "Travana Court"), which Travana subsequently consented to. On May 25, 2017, Andrea A. Wirum was appointed as the Chapter 7 Trustee of the Travana estate (the "Travana Trustee").

9. On July 31, 2017, the Chen Parties filed a lawsuit against HNA and other defendants in San Francisco County Superior Court. The defendants' motion to compel arbitration was granted and the parties are currently in an arbitration proceeding captioned "Airtourist Holdings, LLC, [et al.], v. HNA Group, [et al.], ICDR [American Arbitration Association] Case No. 01-18-0001-7018" (the "Arbitration").

10. On February 13, 2019, Fareportal filed its *Motion to (A) Conduct a 2004 Examination of Travana, Inc. and (B) Seek Related Document Production* in this case [ECF No. 366] (the "2004 Motion") in connection with the claim filed by Fareportal against the Estate on October 3, 2016, in an amount of no less than \$10 million [Claim No. 86] (the "Fareportal Claim"), and the Liquidating Trust's objections thereto [ECF Nos. 280 and 301]. The Fareportal

Claim is based, in part, on Fareportal's belief that its trade secrets, including without limitation, source code, was sold to Travana as part of the Sale Order. Only HNA filed a response to the 2004 Motion in the form of a limited objection [ECF No. 370] stating, in part, that HNA has no objection to the 2004 Motion, but requests that any access to the Travana assets and information not disturb, damage or alter such assets of HNA's access thereto.

11. On February 22, 2019, the Travana Trustee sought to abandon [Travana ECF No. 171] (the "Motion to Abandon") the Travana estate's "rights, title, and interest in certain computer equipment, proprietary and non-proprietary intellectual property, and other data and records in her possession" (collectively, hereinafter defined as the "Travana Assets"). *See* Motion to Abandon, 1:18-19. In the interest of preserving the Travana Assets for purposes of discovery in the ongoing litigations, each of the Parties and the Travana Trustee agreed in principle to form a custodianship, with the Liquidating Trust as the custodian, to hold and maintain the Travana Assets. *See* Travana ECF Nos. 177, 178, 179, and 180.

12. On February 28, 2019, the Court held a hearing on the 2004 Motion and granted the relief requested therein. HNA and Fareportal agreed to incorporate certain changes to the proposed order on the 2004 Motion to account for HNA's limited objection thereto. As a result of the Motion to Abandon and the negotiation of this Stipulation, Fareportal delayed submission of the proposed order on the 2004 Motion until this Stipulation has been submitted and the relief requested herein granted. The proposed order on the 2004 Motion will be submitted on presentment to the Court with an opportunity for all Parties to be heard on the form of and with respect to the proposed order.

13. On April 4, 2019, the hearing on the Motion to Abandon was held by the Travana Court where the Travana Trustee and the Parties, in order to allow time to effectuate this

Stipulation and prepare for the transfer of the Travana Assets to the Liquidating Trust as custodian, agreed for the Motion to Abandon to be granted, on the condition that effectiveness of the resulting order shall be stayed for sixty (60) days from the date of entry. The order reflecting that agreement was entered on April 11, 2019 [Travana ECF No. 188] (the “Abandonment Order”). While that the Abandonment Order will become effective on June 10, 2019, the Travana Trustee has represented he will retain and hold the Travana Assets pending entry of an order by the Court on the Stipulation.

14. Accordingly, the Parties have agreed on the terms of this Stipulation in order to allow for the transfer of the Travana Assets to the proposed Custodian in order to preserve such assets for the purposes of, and for the performance of any discovery or required access in connection with, the various litigations involving the Parties, including without limitation the contested matter regarding the Fareportal Claim in this case, and for ultimate transfer to the owner(s) of the Travana Assets.

BASIS FOR RELIEF

15. The relief requested herein is authorized under the Court’s general equitable powers, which are codified in section 105(a) of the Bankruptcy Code. Under section 105(a), the court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a). Further, section 363 provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Under the purview of the “business judgment” rule, to obtain relief under section 363(b)(1) of the Bankruptcy Code, “there must be some articulated business justification, other than the mere appeasement of major creditors.” *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722

F.2d 1063, 1071 (2d. Cir. 1983); *see In re Ionosphere Clubs, Inc.*, 98 B.R. 174,175 (Bankr. S.D.N.Y. 1989 (“Section 363(b) gives the court broad flexibility in tailoring its orders to meet a wide variety of circumstances.”)).

16. “If a valid business justification exists, then a strong presumption follows that the agreement at issue was negotiated in good faith and is in the best interests of the estate; the burden of rebutting that presumption falls to parties opposing the transaction.” *In re MF Global Inc.*, 467 B.R. 726, 730 (Bankr. S.D.N.Y. 2012) (citing *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992). Courts have permitted use of estate property for various out-of-ordinary transactions so long as the purpose behind the transaction is to benefit the estate. *See e.g. In re Tubular Technologies, LLC*, 372 B.R. 820 (Bankr. D.S.C. 2007) (approving motion of the liquidating trustee under section 363(b)(1) for authority to use estate funds to pay special counsel in pursuit of malpractice actions against debtor’s former counsel); *In re AMR Corp.*, 485 B.R. 279 (Bankr. S.D.N.Y. 2013), *aff’d*, 730 F.3d 88 (2d. Cir. 2013) (*in dicta* approving use of estate funds as supporting sound business reasons to pay obligations under indentures); *In re Asarco, L.L.C.*, 650 F.3d 593, 602 (5th Cir. 2011) (authorizing payment of “due diligence reimbursements fees” for second round qualified bidders in a multiple stage auction).

17. Here, ample business reasons exist to grant this Motion, including *inter alia*, economic benefits this custodianship would usher in to the Estate and its creditors, in light of the standstill discovery which has impeded this case for quite some time. In fact, more than two years have passed since the Court entered its April 11, 2017 order [ECF No. 301] (the “Fareportal Order”) deeming the adjudication of the Liquidating Trust’s objections to the Fareportal Claim to be a contested matter, and still, the Liquidating Trust has been unable to assess the merits of Fareportal Claim because of the absence of any evidence supporting it.

18. In the interest of expeditiously and economically obtaining necessary information and documents to adjudicate the Fareportal Claim, and in order to avoid losing progress which had been made prior to the Travana Trustee's decision to abandon the Travana Assets, the Liquidating Trust, HNA, Fareportal, and the Chen Parties agreed to establish a custodianship to preserve the Travana Assets and prepare digital copies to be shared with Fareportal and the Liquidating Trust, per the terms of the Stipulation, to determine the merits of the Fareportal Claim. This is a consensual alternative to filing a Fed. R. Bankr. P. 2004 application and engaging in related discovery disputes, which would have been much more expensive and drawn out. As such, the Stipulation serves as a consensual alternative to achieve the same goal at reduced cost and time.

19. Per the Stipulation, the costs of the custodianship will be shared equally by all four Parties¹ and will be limited to reasonable costs, expenses, and legal fees resulting from and incidental to "receiving, transferring, maintaining, and preserving the Travana Assets and those incurred in connection with the Custodian's administration and enforcement of the Stipulation." See Stipulation, at ¶ 6. Specifically, the Liquidating Trust was careful in excluding any liability which would arise from multi-party discovery disputes which do not concern the Estate, *i.e.* discovery disputes between HNA and the Chen Parties.

20. Aside from its resolution of the Fareportal Claim, the Liquidating Trust has substantially completed its administration of the Estate. This Stipulation is therefore a necessary stepping stone to allow for distributions and the eventual closure of this case.

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¹ HNA will not be required to make an initial contribution in order to set off maintenance fees paid by HNA during the interim period between entry of the Abandonment Order and entry of an order granting this Motion. See Stipulation, at ¶ 6.

NOTICE

21. The Liquidating Trustee shall provide notice of the relief sought in this Motion by serving a copy of the Motion, together with exhibits and the Notice of Motion, upon (a) all creditors with an interest in the Liquidating Trust; (b) the U.S. Trustee; and c) all parties who filed a notice of appearance and request for documents in the case. The Liquidating Trust respectfully submits that such form and manner of notice shall provide good and sufficient notice of the relief sought herein in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules and that no other notice is necessary.

22. No previous motion for the relief sought herein has been made to this or any other court.

WHEREFORE the Liquidating Trust respectfully requests that the Court enter the proposed order, substantially in the form annexed hereto as Exhibit A, approving the Stipulation, and for such other and further relief as it deems just and proper.

Dated: New York, New York
May 31, 2019

Respectfully submitted,

ARENT FOX LLP

By: /s/ Aram Ordubegian
Aram Ordubegian
Nicholas A. Marten
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Email: aram.ordubegian@arentfox.com
nicholas.marten@arentfox.com

*Counsel for the Liquidating Trust of
Airfasttickets, Inc.*

EXHIBIT A

Proposed Order

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

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

**ORDER APPROVING STIPULATION TO
ESTABLISH CUSTODIANSHIP FOR TRAVANA ASSETS**

Upon the motion (the “Motion”) of the Liquidating Trust¹ for an order pursuant to 11 U.S.C. §§ 105(a) and 363(b) approving the *Stipulation to Appoint the Liquidating Trust of Airfasttickets, Inc. as Custodian for Intellectual Property, Software and Related Assets of Travana, Inc.* attached to the Motion as Exhibit B (the “Stipulation”); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and the Parties having consented to the entry of final orders or judgments arising out of the Stipulation by this Court; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion; and approval of the Stipulation being within the sound discretion of the Court; and the Court finding that reasonable notice of the Motion was provided to all necessary parties; and the Court having determined that no other nor further notice of the Motion is required; and no objections to the relief sought in the Motion having been timely filed; and the Stipulation is within the sound business judgment of the Liquidating Trust, it is hereby

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¹ To the extent not otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

ORDERED that the Stipulation, and all of the provisions therein, are approved, and the Liquidating Trust is authorized to take all actions provided therein; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
June __, 2019

HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B
STIPULATION

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**STIPULATION TO APPOINT THE LIQUIDATING TRUST OF AIRFASTTICKETS,
INC. AS CUSTODIAN FOR INTELLECTUAL PROPERTY, SOFTWARE AND
RELATED ASSETS OF TRAVANA, INC.**

This stipulation (the “Stipulation”) is made and entered into as of May 31, 2019 (the “Effective Date”), by and between (i) Liquidating Trust of Airfasttickets, Inc. (the “Liquidating Trust”), through Adam Meislik, the duly appointed trustee of the Liquidating Trust (the “Liquidating Trustee”); (ii) HNA Group (International) Co., LTD. and HNA Capital Ltd. (collectively “HNA”); (iii) Fareportal, Inc. (“Fareportal”); and (iv) Jason Chen, Edgar Park, and AirTourist Holdings LLC (collectively, the “Chen Parties”). This Stipulation will refer to the Liquidating Trust, HNA, Fareportal and the Chen Parties individually as a “Party” and collectively as the “Parties”. The Parties, by and through their undersigned counsel, hereby stipulate and agree as follows:

RECITALS

A. On July 27, 2015, an involuntary petition was filed against Airfasttickets, Inc. (“AFT”) to seek an order for relief under chapter 7 of title 11 of the United States Code (the “Bankruptcy Code”) in the Bankruptcy Court of the Southern District of New York (the “SDNY Court”). On September 21, 2015, AFT consented to entry of the relief order [ECF. No. 8]. On October 27, 2015, the SDNY Court entered an order converting the case to one under chapter 11 of the Bankruptcy Code [ECF No. 28].

B. On November 24, 2015, the SDNY Court approved the sale of substantially all of AFT's intellectual property, software and related assets to Travana, Inc. ("Travana") [ECF No. 65] (the "Sale Order").

C. On July 11, 2016, AFT filed the *Debtor's Chapter 11 Plan of Liquidation* [ECF No. 157], as amended [ECF No. 238] (the "AFT Plan"). The AFT Plan was confirmed by the SDNY Court on October 26, 2016 [ECF No. 251] (the "Confirmation Order"), which, *inter alia*, approved the Liquidating Trust Agreement attached thereto, thereby establishing the Liquidating Trust and duly appointing Adam Meislik as the Liquidating Trustee. The AFT Plan became effective on December 2, 2016 (the "Effective Date"). *See* ECF No. 262.

D. On April 19, 2017, certain of Travana's creditors filed an involuntary petition against Travana seeking an order for relief under chapter 7 of the Bankruptcy Code in the Bankruptcy Court of the Northern District of California (the "Travana Court"), which Travana subsequently consented to. On May 25, 2017, Andrea A. Wirum was appointed as the Chapter 7 Trustee of the Travana estate (the "Travana Trustee").

E. On July 31, 2017, the Chen Parties filed a lawsuit against HNA and other defendants in San Francisco County Superior Court. The defendants' motion to compel arbitration was granted and the parties are currently in an arbitration proceeding captioned "Airtourist Holdings, LLC, [et al.], v. HNA Group, [et al], ICDR [American Arbitration Association] Case No. 01-18-0001-7018" (the "Arbitration").

F. On February 13, 2019, Fareportal filed its *Motion to (A) Conduct a 2004 Examination of Travana, Inc. and (B) Seek Related Document Production* in this case [ECF No. 366] (the "2004 Motion") in connection with the claim filed by Fareportal against the Airfasttickets estate on October 3, 2016, in an amount of no less than \$10 million [Claim No. 86]

(the “Fareportal Claim”), and the Liquidating Trust’s objections thereto [*See* ECF Nos. 280 and 301]. The Fareportal Claim is based, in part, on Fareportal’s belief that its trade secrets, including without limitation, source code, was sold to Travana as part of the Sale Order. Only HNA filed a response to the 2004 Motion in the form of a limited objection [ECF No. 370] stating, in part, that HNA has no objection to the 2004 Motion, but requests that any access to the Travana assets and information not disturb, damage or alter such assets of HNA’s access thereto.

G. On February 22, 2019, the Travana Trustee sought to abandon [Travana ECF No. 171] (the “Motion to Abandon”) the Travana estate’s “rights, title, and interest in certain computer equipment, proprietary and non-proprietary intellectual property, and other data and records in her possession” (collectively, hereinafter defined as the “Travana Assets”). *See* Motion to Abandon, 1:18-19. In the interest of preserving the Travana Assets for purposes of discovery in the ongoing litigations, each of the Parties and the Travana Trustee agreed in principle to form a custodianship, with the Liquidating Trust as the custodian, to hold and maintain the Travana Assets. *See* Travana ECF Nos. 177, 178, 179, and 180.

H. On February 28, 2019, the SDNY Court held a hearing on the 2004 Motion and granted the relief requested therein. HNA and Fareportal agreed to incorporate certain changes to the proposed order on the 2004 Motion to account for HNA’s limited objection thereto. As a result of the Motion to Abandon and the negotiation of this Stipulation, Fareportal delayed submission of the proposed order on the 2004 Motion until this Stipulation has been submitted and the relief requested herein granted. The proposed order on the 2004 Motion will be submitted on presentment to the SDNY Court with an opportunity for all Parties to be heard on the form of and with respect to the proposed order.

I. On April 4, 2019, the hearing on the Motion to Abandon was held by the Travana Court where the Travana Trustee and the Parties, in order to allow time to effectuate this Stipulation and prepare for the transfer of the Travana Assets to the Liquidating Trust as custodian, agreed for the Motion to Abandon to be granted, on the condition that effectiveness of the resulting order shall be stayed for sixty (60) days from the date of entry. The order reflecting that agreement was entered on April 11, 2019 [Travana ECF No. 188] (the “Abandonment Order”). While that the Abandonment Order will become effective on June 10, 2019, the Travana Trustee has represented he will retain and hold the Travana Assets pending entry of an order by the SDNY Court on the Stipulation.

J. Accordingly, the Parties have agreed on the terms of this Stipulation in order to allow for the transfer of the Travana Assets to the proposed Custodian in order to preserve such assets for the purposes of, and for the performance of any discovery or required access in connection with, the various litigations involving the Parties, including without limitation the contested matter regarding the Fareportal Claim in this case, and for ultimate transfer to the owner(s) of the Travana Assets.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Stipulation and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties hereto, the Parties hereby agree as follows:

STIPULATION

1. Incorporation of Recitals. The recitals set forth above form an integral part of this Stipulation, are true and correct statements of fact and are incorporated herein by this reference.
2. Effectiveness of this Stipulation. This Stipulation is binding on all Parties when fully executed and shall become effective upon its approval by the SDNY Court.

3. Appointment of Custodian. The Parties hereby appoint and designate the Liquidating Trust as custodian of the Travana Assets (the “Custodian”), to hold and maintain all Travana Assets in custody and for safekeeping pursuant to the terms and conditions of this Stipulation, and the Liquidating Trust hereby accepts such appointment and designation. HNA, Fareportal, and the Chen Parties (the “Non-Custodian Parties”) agree to take any such action which may be necessary and to execute further documents and provide such materials and information as may be reasonably requested by the Custodian to enable the Custodian to perform its duties and obligations under this Stipulation. For the avoidance of doubt, references to the term Custodian herein shall refer to the Liquidating Trust solely in connection with its capacity as custodian of the Travana Assets and not in its individual capacity as the Liquidating Trust.

4. Powers and Duties of Custodian. The Non-Custodian Parties hereby acknowledge the powers and rights of the Custodian, to (a) take action on behalf of Non-Custodian Parties concerning matters within the scope of this Stipulation, and to exercise such rights, remedies, powers and privileges under this Stipulation, together with such rights, remedies, powers and privileges as are reasonably incidental thereto; (b) execute any of its duties as Custodian under this Stipulation by or through agents and counsel; and (c) retain experts (including special counsel), after notice to and upon consultation with the Non-Custodian Parties, and to act in reliance upon the advice of such experts concerning all matters pertaining to its duties under this Stipulation.

5. Limitation of Custodian’s Duties. The Custodian shall have no duties or obligations, including any fiduciary duties, other than those specifically set forth herein or as may subsequently be agreed to in writing by the Parties. The Custodian: (a) shall under no obligation be required to make any investigation into the facts or matters stated in any data,

exhibit, request, representation, opinion, certificate, statement, acknowledgement, consent, order, or document contained in the Travana Assets; and (b) shall not be responsible for preparing or filing any reports for or to any parties as part of any judicial or administrative proceeding, or tax returns relating to federal, state or local income taxes with respect to this Stipulation, other than for the Custodian's compensation or for reimbursement of expenses. To the extent that, at law or in equity, the Custodian has duties, including fiduciary duties, and liabilities relating thereto, it is hereby understood and agreed that, the Custodian's duties and liabilities are replaced by the duties and liabilities expressly set forth in this Stipulation.

6. No Custodian Fees; Sharing of Costs and Expenses. The Custodian shall not charge the Non-Custodian Parties a fee for its services hereunder. However, all costs and expenses related to the duties of the Custodian under this Stipulation shall be borne in equal portions by the four Parties, including but not limited to, (i) commercially reasonable costs and expenses resulting from and incidental to receiving, transferring, maintaining and preserving the Travana Assets; (ii) fees for legal and other services rendered, to the extent reasonably incurred by the Custodian, solely in and as a result of its role as Custodian of the Travana Assets, provided that such fees shall be paid only upon notice, consultation, and approval of the Non-Custodian Parties, or by order of the SDNY Court; and (iii) reasonable out-of-pocket costs incurred by the Custodian in connection with the administration and enforcement of this Stipulation. Notwithstanding anything contained in this Stipulation, where a discovery dispute relating to the Travana Assets involves one or more of the Parties, all fees, costs, and expenses resulting therefrom or related thereto shall be borne by the Party or Parties actually involved in such discovery dispute. In no way shall the Custodian or any non-discovery Party be liable for any such liabilities, and each Party shall at all times, and under all circumstances, be responsible

for its own attorneys' fees and costs in connection with all matters related to the Travana Assets. The obligations of the Parties under this Section shall survive the termination of this Stipulation, the resignation of the Custodian, and discharge of other obligations of the Custodian under this Stipulation.

7. Initial Contribution for and Replenishment of Custodian Account. Upon appointment of the Custodian and formation of the custodianship, in consideration of expenses paid by HNA to maintain the Travana Assets, since the filing of the Motion to Abandon, only the Liquidating Trust, Fareportal and the Chen Parties shall contribute and deposit immediately available funds, in the amount of eight thousand dollars (\$8,000.00), into an account held by the Custodian (the "Custodian Account"), which shall be applied to the common costs and expenses related to the duties of the Custodian under this Stipulation as set forth in Section 6. The Parties, including HNA, agree to replenish the Custodian Account in four equal portions of \$5,000 per Party, from time to time, on an "as-needed basis." The Custodian shall provide at least 45 days' notice on any request for replenishment. Upon termination of the custodianship and payment of all outstanding fees and expenses, remaining funds in the Custodian Account, if any, shall be returned to the Parties in amounts proportional to the Parties' contributions to the Custodian Account.

8. Release of Liability. The Custodian and its agents and counsel shall not be responsible or held liable for any losses, liabilities, obligations, damages, penalties, judgments, actions, or suits actually sustained or incurred in connection with the performance of its obligations and duties hereunder. Notwithstanding anything contained in this Stipulation, the Custodian shall be without liability to the Non-Custodian Parties for any actions taken or omitted

in good faith, and, including without limitation, so long as the Custodian is acting in accordance with this Stipulation.

9. Access to Travana Assets. Upon the Custodian's receipt of the Travana Assets, the Custodian shall, to the extent commercially reasonable, create exact digital copies of the Travana Assets (the "Digital Copies"). With respect to Travana Assets in the form of electronically stored information ("ESI"), the Custodian shall, to the extent the Custodian deems it necessary, retain the services of an information technology expert (an "IT Expert") to create digital copies of the ESI, provided the IT Expert confirms the making of Digital Copies will not alter or modify the Travana Assets in any way. To the extent creation of the Digital Copies is commercially not feasible, the Parties agree to share equal access to the Travana Assets by alternative means. The Custodian shall, subject to (i) the provisions concerning the protection of confidential and privilege information contained in paragraphs 12 and 13 herein; (ii) any limitations set forth in the order entered by the SDNY Court on the 2004 Motion; and (iii) any protective order entered by the SDNY Court applicable to the Travana Assets and/or the Digital Copies, exercise its good faith best efforts to make the Digital Copies available to counsel for the Non-Custodian Parties through a file transfer protocol (a "FTP") or by other appropriate means. The Custodian shall consult with the Non-Custodian Parties about the costs of making such Digital Copies and any IT Expert services so required prior to incurring any such costs and/or engaging any such IT Expert(s). For the avoidance of doubt, pursuant to paragraph 6 herein, the Parties shall share the costs and expenses, if any, of the IT Expert and the FTP. Notwithstanding the foregoing, nothing contained herein is intended to limit HNA's continued access to the Travana Assets at all times, and no Party will seek to limit HNA's access to the Travana Assets through a protective order or otherwise. For the avoidance of doubt, unless this Stipulation has

terminated pursuant to Section 16 or HNA withdraws from the Stipulation pursuant to Section 17, HNA will at all times be provided unrestricted access to the Travana Assets via the Custodian or otherwise.

10. No Insurance Costs. The Custodian shall not be obligated to maintain any insurance for the Travana Assets held under the terms of this Stipulation.

11. Preservation of Travana Assets. The Parties acknowledge that they have an obligation to take reasonable and proportional steps to preserve the Travana Assets in their possession or control. With respect to preservation of ESI, each Party agrees to retain native electronic source documents for all ESI obtained during the course of discovery. Each Party agrees to use reasonable measures to maintain the native source documents in a manner so as to preserve the metadata associated with these electronic materials as they existed at the time they were initially transferred to the Custodian in the event the review of such metadata becomes necessary. For avoidance of doubt, this Section does not apply to the preservation of Digital Copies.

12. Protection of Confidential Information. The Parties agree that each shall treat the Travana Assets and any and all written or oral information exchanged between the Parties in connection with the preparation and performance of this Stipulation with the utmost confidentiality (“Confidential Information”). Except as may be required in carrying out this Stipulation, no Party shall disclose or permit access to Confidential Information to any third party without the prior written consent of the affected Party or Parties. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Stipulation, or that is required or requested to be disclosed by judicial or administrative process, by applicable law or regulation or by any

law enforcement authority. The obligations of the Parties under this Section shall survive the termination of this Stipulation.

13. Further Protection or Relief from This Order. Nothing contained in this Stipulation shall be deemed to preclude any Party at any time from (a) seeking and obtaining from the SDNY Court, on an appropriate showing, a protective order relating to (i) material designated as confidential; (ii) material which may not fall within the definition of confidential material, or (iii) any discovery of the Travana Assets; or (b) applying to the Court for any relief from any provision of this Stipulation, on good cause shown. Nothing in this Order shall be construed as preventing any Party from making application to the Court for revision or modification of the terms of this Stipulation.

14. Resignation of Custodian. The Custodian may, at any time, resign and be discharged of the duties and obligations created by this Stipulation by giving at least thirty (30) days' notice to the Non-Custodian Parties by an instrument in writing addressed and delivered to the Non-Custodian Parties in accordance with the notice provision set forth in paragraph 18 (the "Resignation Notice"). Such resignation shall take effect upon the date specified in the Resignation Notice. If requested by the Custodian, the Non-Custodian Parties shall execute and deliver to the Custodian a termination statement or release under applicable law (including, if relevant, the Bankruptcy Code) releasing the Custodian's interest, duties, and obligations hereunder, as appropriate, and such other documents, notices, orders and instruments as the Custodian may reasonably request. Within thirty (30) days after delivery of the Resignation Notice, the Custodian shall deliver any and all remaining Travana Assets in its possession to a Successor Custodian appointed pursuant to paragraph 15 herein, unless otherwise agreed by the Parties who have not withdrawn from this Stipulation pursuant to Section 17 or if the Stipulation

is terminated pursuant to Section 16 prior to expiration of the thirty (30) day notice period.

15. Successor Custodian. Unless otherwise agreed by the Parties who have not withdrawn from this Stipulation pursuant to Section 17 or ordered by the Court after notice and a hearing, a successor custodian shall be appointed (the “Successor Custodian”) concurrently with resignation of the Custodian. The Parties who have not withdrawn from this Stipulation pursuant to Section 17 may jointly appoint the Successor Custodian by a written instrument of substitution which complies with the requirements of applicable law. If the Parties who have not withdrawn from this Stipulation pursuant to Section 17 do not jointly appoint a Successor Custodian, the Custodian shall select the Successor Custodian from a list of three (3) parties willing to serve as Successor Custodian nominated by HNA (the “Successor Custodian Candidates”). The Successor Custodian Candidates must be independent from HNA and regularly serve as a custodian or a trustee in a professional capacity. Upon the making and acceptance of the appointment of the Successor Custodian, the Successor Custodian shall execute and deliver to the Custodian an instrument ratifying the Successor Custodian’s agreement to assume the duties and obligations imposed on the Custodian by the terms of this Stipulation. The Successor Custodian shall thereupon succeed to and become vested with all the rights, powers, remedies, privileges, immunities, indemnities, duties and obligations granted, conferred or imposed on the Custodian by this Stipulation.

16. Termination of Stipulation. This Stipulation shall remain and continue in full force and effect until it is terminated. This Stipulation shall terminate upon written agreement of all Parties that have not withdrawn from this Stipulation pursuant to Section 17 or by order of a court or other tribunal of proper jurisdiction. Upon termination, the Parties shall return the Digital Copies in their possession to the Custodian or, where it is not possible to return the

Digital Copies, the Parties shall destroy the Digital Copies in their possession. Upon termination, the Parties shall be discharged of all obligations under this Stipulation, except for following obligations: (i) to pay all outstanding fees, costs, and expenses set forth under Section 6, at the time of termination if any exists; (ii) to release the Custodian for any liability in connection with the performance of its duties under this Stipulation as set forth under Section 8; (iii) to preserve the Travana Assets as set forth under Section 11; and (iv) to protect the confidentiality of the Travana Assets as set forth in Sections 12 and 13. The Parties shall have no further responsibility in connection herewith except as may be required to effectuate the termination. Within thirty (30) days after termination of the Stipulation, the Custodian shall deliver any and all remaining Travana Assets in its possession (i) as directed by the Parties who have not withdrawn from this Stipulation, or (ii) as ordered, after notice and a hearing, by a court or other tribunal with proper jurisdiction over the Travana Assets.

17. Withdrawal from Stipulation. Notwithstanding anything contained herein, any Party may elect to withdraw from this Stipulation by providing 30 days' written notice of withdrawal to all other Parties (a "Voluntary Withdrawal"); provided however, a Party that elects a Voluntary Withdrawal shall forgo all of its interest, claims, and rights in the Travana Assets, other than the interests, claims, and rights in the Travana Assets retained by HNA as shareholder of Travana, or rights retained by the Chen Parties in connection with the Arbitration. In addition to a Voluntary Withdrawal, Fareportal shall automatically be withdrawn from this Stipulation upon a final resolution of the Fareportal Claim that either (a) concludes that any code or other IP contained in the Travana Assets was neither misappropriated from nor infringes on the source code or other IP of Fareportal; or (b) includes a term that Fareportal is withdrawing from this Stipulation as a condition thereto. Upon withdrawal, the withdrawn Party shall return the Digital

Copies in its possession to the Custodian or, where it is not possible to return the Digital Copies, the Party shall destroy the Digital Copies in its possession. Upon withdrawal, the withdrawn Party Shall be discharged of all obligations under this Stipulation, except for the following obligations: (i) to pay all outstanding fees, costs, and expenses set forth under Section 6, at the time of withdrawal if any exists; (ii) to release the Custodian for any liability in connection with the performance of its duties under this Stipulation as set forth under Section 8; (iii) to preserve the Travana Assets as set forth under Section 11; and (iv) to protect the confidentiality of the Travana Assets as set forth in Sections 12 and 13. Such Party shall have no further responsibility in connection herewith except as may be required to effectuate its withdrawal.

18. Notice. Any notice, request, instruction, or demand to be given under this Stipulation shall be in writing and shall be delivered by first class mail to the address of the Party as set forth below, or to such other address as the Party may designate by written notice:

If to the Liquidating Trust:

Liquidating Trust of Airfasttickets, Inc.
c/o Arent Fox LLP
1301 Avenue of the Americas, 42nd Floor
New York, NY 10019
Attn: Nicholas A. Marten, Esq.
Email: nicholas.marten@arentfox.com

If to the Chen Parties

Jason Chen, Edgar Park, and AirTourist
Holdings LLC
c/o Zolkin Talerico LLP
12121 Wilshire Blvd., Suite 1120
Los Angeles, California 90025
Attn: Derrick Talerico, Esq.
Email: dtalerico@ztlegal.com

If to Fareportal

Fareportal, Inc.
c/o Sheppard, Mullin, Richter & Hampton LLP
30 Rockefeller Plaza
New York, New York 10112
Attn: Malani J. Cademartori, Esq.
Email: mcademartori@sheppardmullin.com

If to HNA

HNA Group (International) Co., Ltd., and
HNA Capital Ltd.
c/o Hogan Lovells US LLP
390 Madison Avenue
New York, New York 10017
Attn: Peter Ivanick, Esq.
Email: peter.ivanick@hoganlovells.com

19. Miscellaneous.

- a. Governing Law. This Stipulation shall be construed and interpreted under and in accordance with laws of the State of New York, and where applicable, the United States Bankruptcy Code.
- b. Submission to Jurisdiction. Any suit, action or proceeding arising out of this Stipulation shall be instituted in the SDNY Court, and the Parties irrevocably submits to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding and waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that such suit, action or proceeding was brought in an inconvenient forum.
- c. Successors and Assigns. This Stipulation shall inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns, and nothing herein expressed or implied shall be construed to give any other person or entity any legal or equitable rights under this Stipulation.
- d. Severability. If any term or other provision of this Stipulation is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Stipulation shall nevertheless remain in full force and effect.
- e. Multiple Counterparts. This Stipulation may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.
- f. Waiver of Jury Trial. Each Party irrevocably waives, to the fullest extent

permitted by applicable law, all right to trial by jury in any legal proceeding arising out of or related to this Settlement Agreement or the transactions contemplated hereby.

- g. Headings. All headings used herein are solely for convenience and will not be used to interpret this Stipulation.

[Remainder of the page intentionally left blank.]

The Parties, by and through their respective counsel, have caused this Stipulation to be signed, as provided below.

Dated: New York, New York
May 31, 2019

**LIQUIDATING TRUST OF
AIRFASTTICKETS, INC.**

By: /s/ Aram Ordubegian
Aram Ordubegian, Esq.

ARENT FOX LLP

555 West Fifth Street, 48th Floor
Los Angeles, CA 90013-1065
Tel.: (213) 629-7400
Fax.: (213) 629-7401
Email: aram.ordubegian@arentfox.com

*Counsel for Liquidating Trust of
Airfasttickets, Inc.*

**JASON CHEN, EDGAR PARK, AND
AIRTOURIST HOLDINGS LLC**

By: /s/ Derrick Talerico
Derrick Talerico, Esq.

ZOLKIN TALERICO LLP

12121 Wilshire Blvd., Suite 1120
Los Angeles, California 90025
Tel.: (424) 500-8552
Email: dtalerico@ztlegal.com

*Counsel for Jason Chen, Edgar Park, and
AirTourist Holdings LLC*

FAREPORTAL, INC.

By: /s/ Malani J. Cademartori
Malani J. Cademartori, Esq.

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

30 Rockefeller Plaza
New York, New York 10112
Tel.: (212) 653-8700
Email: mcademartori@sheppardmullin.com

Counsel for Fareportal, Inc.

**HNA GROUP (INTERNATIONAL) CO.,
LTD., AND HNA CAPITAL LTD.**

By: /s/ Peter Ivanick
Peter Ivanick, Esq.

HOGAN LOVELLS US LLP

390 Madison Avenue
New York, NY 10017
Tel.: (212) 909-0673
Email: peter.ivanick@hoganlovells.com

*Counsel for HNA Group (International) Co.,
Ltd., and HNA Capital Ltd.*

EXHIBIT C

MEISLIK DECLARATION

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

-----X
In re: : Chapter 11
AIRFASTTICKETS, INC., :
Debtor. :
-----X

**DECLARATION OF ADAM MEISLIK
IN SUPPORT OF MOTION OF THE LIQUIDATING
TRUST OF AIRFASTTICKETS, INC. UNDER SECTION 105(a)
AND 363(b) OF THE BANKRUPTCY CODE FOR AN ORDER APPROVING
STIPULATION TO ESTABLISH CUSTODIANSHIP FOR TRAVANA ASSETS**

I, Adam Meislik, in my capacity as the Liquidating Trustee, declare as follows:

1. I hereby make this declaration (“Declaration”)³ in support of the foregoing motion (the “Motion”). I am a partner of Force 10 Partners, a restructuring consulting firm that advises companies, creditors, investors and other parties with interests in companies facing operational and financial difficulties. I am at least 18 years old. I have personal knowledge of the facts stated in this Declaration either from firsthand information or information I learned through an investigation described herein. Accordingly, if called upon to testify, I could and would competently testify as follows.

2. I submit this Declaration in my capacity as the duly appointed liquidating trustee of the Liquidating Trust of the above-captioned debtor, Airfasttickets, Inc., in support of the Motion for an order pursuant to 11 U.S.C. §§ 105(a) and 363(b) approving the Stipulation entered into by and between the Liquidating Trust, HNA, Fareportal, and the Chen Parties.

3. I have reviewed the Motion and the Stipulation or otherwise had their contents explained to me and, to the best of my knowledge as I have been able to determine after reasonable inquiry, I believe that the risks and costs associated with engaging in a multi-party

³ To the extent not otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.


discovery dispute regarding the Travana Assets outweigh its benefits in the efforts of the Liquidating Trust to efficiently and expediently resolve the contested matter regarding the Fareportal Claim.

4. Further, the Stipulation was carefully negotiated to ensure that costs of the custodianship are equitably shared amongst the four Parties, and use of Estate funds would be limited to those that benefit the Estate and its creditors. For example, the Stipulation expressly provides that if a discovery dispute were to arise between two or more of the Parties that does not concern the Estate, the Estate will not be liable for such costs. Accordingly, in the sound exercise of my business judgment, I have determined that the Stipulation, on the terms and conditions agreed between the Parties, is in the best interests of the Estate and its creditors.

5. Based on all of the foregoing, the Court should approve the Stipulation and grant the relief requested in the Motion.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: New York, New York
May 31, 2019

By: 

Adam Meislik, Partner at Force 10
Partners