

EXHIBIT A
Proposed Order

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

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In re:	:	
	:	Chapter 11
AIRFASTTICKETS, INC.,	:	
	:	Case No. 15-11951 (SHL)
Debtor.	:	
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ORDER ESTABLISHING PROCEDURES FOR THE EXCHANGE OF INFORMATION AND REVIEW OF INTELLECTUAL PROPERTY, SOFTWARE AND RELATED ASSETS OF TRAVANA, INC. AND FAREPORTAL, INC. ON A CONFIDENTIAL BASIS, IN CONNECTION WITH CONTESTED MATTER

Upon the motion (the “Motion”) of the AFT Trust¹ for an order pursuant to 11 U.S.C. § 105(a) approving *Procedures for the Exchange of Information and Review of Intellectual Property, Software and Related Assets of Travana, Inc. and Fareportal on a Confidential Basis, in Connection with Contested Matter* attached hereto as **Exhibit 1** (the “Procedures”); 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 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 Procedures 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 AFT Trust, it is hereby

ORDERED that the Procedures, and all of the provisions therein, are approved, and the

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

AFT 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
March __, 2019

HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

**PROCEDURES FOR THE EXCHANGE OF INFORMATION
AND REVIEW OF INTELLECTUAL PROPERTY, SOFTWARE AND
RELATED ASSETS OF TRAVANA, INC. AND FAREPORTAL, INC., ON A
CONFIDENTIAL BASIS, IN CONNECTION WITH CONTESTED MATTER**

- **Incorporation of Recitals.** The Factual Background set forth in the *Motion of the Liquidating Trust of Airfasttickets, Inc. Under Section 105(a) for an Order Establishing Procedures for the Exchange of Information and Review of Intellectual Property, Software and Related Assets of Travana, Inc. and Fareportal, Inc. on a Confidential Basis, in Connection with Contested Matter* (the “Motion”)¹ form an integral part of these Procedures, are true and correct statements of fact and are incorporated herein by this reference.
- **Effectiveness of these Procedures.** Upon their approval by the Court, these Procedures shall become effective and shall be binding on the Parties to the Custodian Stipulation, including, for the avoidance of doubt, the Chen Parties.
- **Travana Assets and Travana Discovery Not Subject to Privilege in Favor of Chen Parties.** Immediately upon approval of these Procedures by the Court, the Chen Parties are deemed to waive any and all privileges (including, but not limited to, the attorney-client or work-product privileges) with respect to the Travana Assets and Travana Discovery and, thus, the Chen Parties will be precluded from seeking entry of a protective order with respect to the Travana Assets or Travana Discovery on the basis of privilege.
- **Subject to the Custodian Stipulation.** These Procedures shall be subject to the terms of the Custodian Stipulation and, to the extent in violation thereof, shall be considered void as to that portion of these Procedures which is considered to be a violation thereof.
- **Exchange of Information.** The AFT Trustee and Fareportal shall exchange information in furtherance of the expeditious adjudication and/or negotiation of a compromise in connection with the Contested Matter, including without limitation:
 - a. Within thirty (30) days of the entry of an Order approving these Procedures, Fareportal shall provide to the AFT Trustee any nonprivileged information obtained by Fareportal in the course of the Travana Discovery that is relevant to the Fareportal Claim and to the adjudication of the Contested Matter.
 - b. Within thirty (30) days of entry of an Order approving these Procedures, Fareportal shall provide to the AFT Trustee a copy of the Fareportal Source Code and other intellectual property relevant to Fareportal’s assertions in the Fareportal Claim that AFT’s intellectual property, software and related assets infringed on or otherwise was misappropriated from the Fareportal Source Code or Fareportal’s other intellectual property, software and related assets.

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

- c. Within seven (7) days of entry of an Order approving these Procedures, the AFT Trustee shall provide to Fareportal an inventory of the Travana Assets and an estimate for the costs of duplicating and transferring to Fareportal copies of the Travana Assets (the “Duplication Estimate”).
 - d. Within seven (7) days of the AFT Trustee providing Fareportal with the Duplication Estimate, Fareportal shall notify the AFT Trustee of the portion of the Travana Assets it wishes the AFT Trustee to duplicate and transfer to Fareportal. The AFT Trustee and Fareportal shall, in good faith, work together to make reasonable alternative arrangements for Fareportal’s access to the Travana Assets that Fareportal declines to receive copies of. Fareportal shall bear the cost of duplicating and transferring the Travana Assets it selects.
 - e. Within thirty (30) days of receiving notice of the Travana Assets selected by Fareportal, pursuant to subparagraph (d) above, the AFT Trustee shall (i) duplicate and transfer to Fareportal copies of those Travana Assets selected by Fareportal; and (ii) shall make available those other Travana Assets not selected by Fareportal pursuant to the agreed alternative arrangements for Fareportal’s reasonable access to the Travana Assets.
 - f. Upon the AFT Trustee’s receipt of the Fareportal Source Code and/or Fareportal’s other intellectual property pursuant to subparagraph (b) above, the AFT Trustee shall direct a qualified software analyst employed by Force10 Partners, LLC, to undertake a comparison of the pertinent Travana Assets, specifically the Travana Source Code, with the pertinent Fareportal intellectual property, specifically the Fareportal Source Code (the “AFT Code Comparison”) in the most efficient and cost-effective way reasonably possible. If the AFT Trustee and Fareportal agree to Fareportal’s reasonable participation in the AFT Code Comparison, the AFT Trust and Fareportal shall split the costs of the AFT Code Comparison. If the AFT Trustee and Fareportal do not agree to Fareportal’s reasonable participation in the AFT Code Comparison, the AFT Trust shall bear the costs of the AFT Code Comparison.
- Integrity of Travana Assets and HNA’s Access. The duplication and transfer of the Travana Assets, other agreed alternative arrangements for Fareportal’s reasonable access to the Travana Assets or AFT Code Comparison conducted pursuant to these Procedures shall not impair HNA’s current access to Travana Assets in any way, and shall be conducted in a manner in which the integrity of the Travana Assets, including without limitation, the accounts, data, source code, intellectual property and information, are not altered in any way.
 - Confidentiality. Any and all of the Travana Assets, Fareportal Source Code and/or other Fareportal intellectual property, together with any and all written or oral information exchanged between the AFT Trustee and Fareportal pursuant to these Procedures, shall be treated with the utmost confidentiality (“Confidential Information”). Neither the AFT Trustee, Fareportal nor their professionals shall disclose or permit access to Confidential Information to any third party without the prior written consent of the other party and, with respect to the Travana Assets, the express written consent of HNA and/or the Chen Parties, as parties to the Custodian Stipulation. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than through a breach of the Custodian Stipulation or these Procedures, 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 adjudication of the Fareportal Claim.

- Governing Law and Jurisdiction. The Procedures 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. The Court shall retain jurisdiction to hear and determine all matters arising from or related to these Procedures.

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