

Exhibit B

The Weiss Declaration

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. :
:
----- X

**DECLARATION OF BRIAN WEISS IN SUPPORT OF
APPLICATION TO EMPLOY AND RETAIN BSW & ASSOCIATES AS
FINANCIAL ADVISOR *NUNC PRO TUNC* TO THE CONVERSION DATE**

I, Brian Weiss, being duly sworn, state the following under penalty of perjury:

1. I am the founder and a principal of BSW & Associates (“BSW”), a business advisory firm, with offices located at 20321 Birch Street, Suite 200, Newport Beach, CA. I submit this declaration in support of the application (the “Application”¹) of the above-captioned debtor (the “Debtor”) for an order approving the employment and retention of BSW as its financial advisor in the Debtor’s bankruptcy case, in compliance with and to provide disclosure pursuant to sections 329 and 504 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Rules and Procedure of the United States Bankruptcy Court for the Southern District of New York (the “Local Rules”). Unless otherwise stated in this declaration, I have personal knowledge of the facts hereinafter set forth. To the extent that any information disclosed herein requires amendment or modification upon BSW’s completion of further analysis, or as additional creditor information becomes available to it, a supplemental declaration will be submitted to the Court.

¹ Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Application.

2. Subject to approval of this Court and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, BSW intends to apply for compensation for professional services rendered in connection with the Debtor's bankruptcy case, plus reimbursement of actual, necessary expenses, and other charges incurred by BSW during the Debtor's bankruptcy case.

3. The hourly rates set forth in the Engagement Letter, a true and correct copy of which is attached hereto as Exhibit 1, are BSW's standard hourly rates for work of this nature. These rates are set at a level designed to compensate BSW fairly for the work of its professionals and to cover fixed and routine overhead expenses. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.

4. BSW has informed the Debtor that these hourly rates are consistent with the rates that BSW charges other comparable clients, regardless of the location of the chapter 11 case, and are not significantly different from the rates that BSW charges in non-bankruptcy representations. Notwithstanding the consistent hourly rates, BSW as a practice reviews all time charges and makes adjustments as necessary to correct any inefficiencies that may appear before billing.

5. It is BSW's policy to charge its clients for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telecopier toll and other charges, regular mail and express mail charges, special or hand delivery charges, document processing charges, printing/photocopying charges, travel expenses, expenses for "working meals," computerized research charges, transcription costs as well as non-ordinary overhead expenses such as secretarial and other overtime. BSW will charge the Debtor for these expenses in a manner and at rates consistent with charges made generally to BSW's other clients

or as previously fixed by this Court. BSW believes that it is more fair to charge these expenses to the clients incurring them instead of increasing hourly rates and spreading these expenses among all clients.

6. To the best of my knowledge and belief, and based solely upon information provided to me by the Debtor and except as provided herein, neither BSW, nor any employee of BSW, has any materially adverse connections to the Debtor, its creditors or equity interest holders, or other relevant parties, their respective attorneys and accountants, any United States Bankruptcy Judge for the Southern District of New York, the United States Trustee for the Southern District of New York, or any person employed by that office of the United States Trustee, that would conflict with the scope of BSW's retention or would create any interest adverse to the Debtor's estate or any other party-in-interest.

7. Neither I, BSW, nor any director or associate of BSW, insofar as I have been able to ascertain, has in the past represented the Debtor's largest creditors, any significant beneficiaries of the Debtor (holding 5% or more of the beneficial interests in the Debtor) or any Potential Party in Interest (as defined below). In preparing this affidavit, we used a set of procedures established by BSW to insure compliance with the requirements of the Bankruptcy Code and the Bankruptcy Rules regarding retention of professionals by a debtor under the Bankruptcy Code. In that regard, BSW requested and obtained from the Debtor a list of the names of entities who may be parties in interest in the Chapter 11 Case, including but not limited to, the Debtor's largest unsecured creditors, present and former officers and directors and parties holding equity interests in the Debtor (the "**Potential Parties in Interest**").

8. I do not believe there is any connection or interest (as such terms are used in Section 101(14) of the Bankruptcy Code and Bankruptcy Rule 2014(a)) between BSW and (i)

the United States Trustee or any person employed by the Office of the United States Trustee or (ii) any counsel, accountants, financial consultants and investment bankers who represent or may represent claimants or other parties in interest in the Debtor's Chapter 11 Case, except as otherwise described herein. In addition, as part of its practice, BSW appears in cases, proceedings and transactions involving many different attorneys, counsel, accountants, financial consultants, and investment bankers, some of which now or may in the future represent claimants and parties in interest in the Debtor's Chapter 11 Case. BSW has not represented and will not represent any such entities in relation to the Debtor and its Chapter 11 Case, nor does BSW have any relationship with any such entities that would be adverse to the Debtor or its estate in the matters upon which BSW is to be employed in this case.

9. Except as set forth herein, and based upon the information available to me, neither I, BSW, nor any director or associate thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtor or its estate in the matters upon which BSW is to be employed in this case. Based upon the information available to me, I believe that BSW is a "disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code.

10. No promises have been received by BSW, or by any director or associate thereof, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. BSW has no agreement with any other entity to share with such entity any compensation received by BSW.

11. To the best of my knowledge, no director or associate of BSW is a relative of, or has been so connected with, any Judge of the United States Bankruptcy Court for the Southern

District of New York. Accordingly, I understand that the appointment of BSW is not prohibited by Bankruptcy Rule 5002.

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

Dated: November 13, 2015
Newport Beach, CA

A handwritten signature in black ink, appearing to read 'BW', is written above a horizontal line.

Brian Weiss

EXHIBIT 1



November 1, 2015

Mr. Adam Meislik
GlassRatner Advisory & Capital Group LLC
1980 MacArthur Blvd., Suite 820
Irvine, CA 92612

Dear Mr. Meislik:

Thank you for choosing BSW & Associates (“BSWA”) to assist you in your capacity as the court appointed Receiver (“Receiver”) in re: AIRFASTTICKETS, Inc. (case number 15-11951-SHL). BSWA shall provide financial advisory services as requested by you and/or your legal counsel in this matter.

In the event we are requested to prepare or assist with the preparation of financial projections or other forward-looking statements, you understand BSWA will be relying unaudited financial information and other written and oral information provided by Blanchard or his representatives. In addition, we will be relying upon information provided you, legal counsel retained by you, the business records of AIRFASTTICKETS, and information provided by third parties.

Compensation for Services:

BSWA will be compensated on an hourly basis at the rates set forth below, by professional:

Brian Weiss	\$350
Chad Kurtz	\$295

AIRFASTTICKETS shall solely be responsible for payment of BSWA invoices. You, nor your legal counsel shall be responsible for the payment of fees and expenses incurred by BSWA.

Detailed invoices including time and expenses incurred by BSWA will be submitted to you on a monthly basis. Additionally, BSWA will apply to the bankruptcy court to obtain approval of the Firm’s fees for professional services rendered and for reimbursement of expenses incurred on this matter, and serve copies of the invoice to the Trustee, the U.S. Trustee, and all creditors and parties-in-interest entitled to notice. Upon receipt of the payments, BSWA will draw down on 100% of costs and 100% of fees payable to the BSWA. If a written objection to BSWA’s monthly invoice is filed by a party-in-interest, BSWA understands the Receiver will refrain from paying the disputed portion, or if such portion cannot be determined, then the Receiver shall refrain from paying the entire invoice until the Receiver or bankruptcy court has resolved the objection. BSWA expects file an application with the bankruptcy court seeking allowance of its fees and costs incurred to date and paid pursuant to such payment procedure.

BSWA intends to apply to the bankruptcy court for compensation in conformity with the requirements of Sections 330 and 331 of the Bankruptcy Code. At the conclusion of this case, the BSWA will file an appropriate application seeking final allowance of all fees and costs, regardless of whether interim compensation has been paid to BSWA.

Mr. Adam Meislik
Receiver, AIRFASTTICKETS, Inc.

If this letter correctly sets forth our agreement on the matters covered herein, please so indicate by signing and returning a copy of this letter to BSWA via email or facsimile.

Yours truly,




Brian Weiss
20321 Birch Street, Suite 200
Newport Beach, CA 92660
Email: bweiss@bswassociates.com
Phone: 949.933.7011

The foregoing has been read, understood, accepted and approved, and the undersigned hereby agrees to retain BSWA in accordance with the terms and provisions contained herein

AGREED AND ACCEPTED:

ADAM MEISLIK, RECEIVER

In re: AIRFASTTICKETS, INC., Case Number 15-11951-SHL

By:  _____

Title: Receiver

Date: 11/2/15