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Proposed Special Corporate Counsel to the Debtor

Proposed General Bankruptcy and Restructuring Counsel to the Debtor

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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**DECLARATION OF TINAMARIE FEIL IN SUPPORT OF APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING AND APPROVING
EMPLOYMENT OF BMC GROUP, INC. AS CLAIMS AND NOTICING AGENT
FOR THE DEBTOR NUNC PRO TUNC TO THE CONVERSION DATE**

I, Tinamarie Feil, under penalty of perjury, declare as follows:

1. I am the President of Client Services of BMC Group, Inc. (“BMC”), an information management services firm, with regional offices located at 259 West 30th Street, Suite 401, New York, New York 10001.

2. I submit this Declaration in support of the application (the “Application”)¹ authorizing the Debtor to retain and employ BMC as the claims and noticing agent in this Chapter 11 case effective as of the Conversion Date. Except as otherwise noted, I have personal knowledge of the facts contained in this Declaration. Enclosed herewith as Exhibit 1 is a true and correct copy of the BMC Agreement for Services (“Engagement Letter”).

3. As custodian of the courts records pursuant to 28 U.S.C. § 156(c), BMC will perform, at the request of the Office of the Clerk of the Court (the “Clerk’s Office”), the noticing and claims related services specified in the Application and the Engagement Letter.

4. BMC represents, among other things, that:

- (a) it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the claims and noticing agent in this Chapter 11 case;
- (b) by accepting employment in this Chapter 11 case, BMC waives any right to receive compensation from the United States government in its capacity as the claims and noticing agent in this Chapter 11 case;
- (c) in its capacity as the claims and noticing agent in this Chapter 11 case, it is not an agent of the United States and is not acting on behalf of the United States; and
- (d) it will not employ any past or present employees of the Debtor in connection with its work as the notice and claims agent in this Chapter 11 case.

5. 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 BMC, nor any employee of

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

BMC, 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 BMC's retention or would create any interest adverse to the Debtor's estate or any other party-in-interest.

6. The Debtor has hundreds of creditors and, from time to time, BMC may have represented certain of those creditors in matters completely unrelated to the Debtor's Chapter 11 proceeding. To the extent that BMC discovers any facts bearing on matters described herein, BMC will supplement the information contained herein.

7. Notwithstanding anything contained herein, as part of its diverse business, BMC is the noticing, claims and balloting agent for debtors in numerous cases involving many different creditors (including taxing authorities), professionals, including attorneys, accountants, investment bankers and financial consultants, some of which may be creditors or represent creditors and parties-in-interest in this Chapter 11 case. In addition, BMC has in the past and will likely in the future continue working with or against other professionals involved in this Chapter 11 case in matters unrelated to this Chapter 11 case. Based upon my current knowledge of the parties involved, and to the best of my knowledge, none of these business relations constitute interests adverse to that of the creditors, or the Debtor's estate, with respect to the matters upon which BMC is to be engaged. Additionally, BMC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtor. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to this Chapter 11 case.

8. Based upon the information available to me, I believe that BMC is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, in that BMC and its personnel: (a) are not creditors, equity security holders or insiders of the Debtor; (ii) are not and were not, within two years before the date of the filing of this case, a director,

officer or employee of the Debtor; and (iii) do not have an interest materially adverse to the interests of the Debtor's estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor.

9. In performing the services identified in the Application, BMC will charge the rates set forth in the Engagement Letter. Pursuant to the Engagement Letter, the Debtor paid BMC a retainer of \$10,000.

10. The rates set forth in the Engagement Letter are as favorable and reasonable as the prices BMC charges in other cases in which it has been retained to perform similar bankruptcy related services.

11. BMC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

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

DATED: November 3, 2015

By 
Tinamarie Feil

EXHIBIT 1



AGREEMENT FOR SERVICES

This Agreement dated as of October 22, 2015, is entered between AirFastTickets, Inc. and its affiliates, (collectively, the "Customers") and BMC Group, Inc. ("BMC"). The services rendered by BMC pursuant to this Agreement will commence on the date first set forth above and will continue until the Agreement is terminated as set forth below.

TERMS AND CONDITIONS

SERVICES

In accordance with the terms and conditions contained in this Agreement and in the Fee Schedule annexed hereto, BMC agrees to provide upon request one or more of the services as follows: (a) assisting the Customers, Counsel and Office of the Clerk with noticing and claims docketing and (b) assisting Customers with the compilation, administration, evaluation and production of documents and information necessary to support a restructuring effort. At Customers', Counsel's or the Clerk's Office's direction, as the case may be, and in accordance with any court orders or rules in the bankruptcy case(s) (including any court order authorizing BMC's engagement), BMC will (1) prepare and serve those notices required in the bankruptcy cases; (2) receive, record and maintain copies of all proofs of claim and proofs of interest filed in the bankruptcy cases; (3) create and maintain the official claims register(s); (4) receive and record all transfers of claims pursuant to Bankruptcy Rule 3001(e); (5) maintain an up-to-date mailing list for all entities who have filed proofs of claim and/or requests for notices in the bankruptcy cases; (6) assist Customers and Counsel with the administrative management, reconciliation and resolution of claims; (7) print, mail and tabulate ballots for purposes of plan voting; (8) assist with the preparation and maintenance of Customers' Schedules of Assets and Liabilities, Statements of Financial Affairs and other master lists and databases of creditors, assets and liabilities, (9) assist with the production of reports, exhibits and schedules of information or use by the Customers, Counsel or to be delivered the Court, the Clerk's Office, the U.S. Trustee or third parties; and (10) provide other technical and document management services of a similar nature requested by Customers or the Clerk's office; (11) facilitate or perform distributions, and (12) assist Customers with all analyses and/or collections of avoidance actions pursuant to Chapter 5 of the United States Bankruptcy Code.

TECHNOLOGY SUPPORT

BMC agrees to provide computer software support and to educate and train Customers in the use of the support software, provide BMC's standard reports as well as consulting and programming support for Customers requested reports, program modifications, database modification, and/or other features.

PRICES, CHARGES AND PAYMENT

- A. BMC agrees to charge, and Customers agree to pay, BMC's standard prices for its services, expenses and supplies at the rates or prices in accordance with the fee schedule annexed hereto adjusted as follows: BMC will waive the database monthly maintenance fee, the website set up fee, the website monthly hosting fee and physical document storage fees. Our top hourly billed rate shall be reduced and capped at \$175. The average hourly billable rate across the life of the case will be capped at \$110. SmartRoom™ secure virtual dataroom charges up to 10GB & 6 months will also be waived.
- B. BMC raises its rates from time to time and generally does so each January. The rates for this case shall remain fixed at the 2015 fee schedule attached hereto.



- C. BMC shall be provided with an advance payment retainer of \$ 10,000. BMC will be compensated at its stated rates for services rendered and reimbursed for expenses necessarily incurred. Wire transfer information for the transmission of payments is as follows:

Bank Name -	Bridge Bank, N.A.
ABA/Routing # -	121143260
Account Name -	BMC Group, Inc.
Account # -	0101222545

- D. Customers agree to pay BMC for any necessarily incurred out-of-pocket reasonable expenses for transportation, lodging, meals and related items.
- E. In connection with noticing services, upon BMC's request, Customers agree to prepay BMC estimated postage amounts with respect to each notice or shall authorize BMC to cause the courier's charges (such as UPS or FedEx) to be stated to Customers' own account with such courier.
- F. BMC agrees to invoice Customers for fees and expenses and Customers agree that the amount invoiced is due and payable upon its receipt of the invoice. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, Customers further agree to pay a late charge, calculated as one and one-half percent (1-1/2%) per month on the amount unpaid, accruing from the invoice date. In the case of a dispute in the invoice amount, notice shall be given to BMC within twenty (20) days of receipt of the invoice by Customers. Late fees shall not accrue on any amounts in dispute. The balance of the invoice amount is due and payable in the normal course.
- G. BMC will look only to the Customers for payment of invoices and in no event shall Counsel be liable for any of BMC's invoices in connections with this Services Agreement.

WARRANTY

The BMC warranty under the Agreement shall be limited to the re-running, at its expense, of any inaccurate reports, provided that such inaccuracies were caused solely as a result of BMC performance hereunder and provided further that BMC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to BMC within the prescribed time limit Customers are liable for all charges. Customers agree that the foregoing constitutes the exclusive remedy available with respect to inaccurate reports.

RIGHTS OF OWNERSHIP

- A. The parties understand that the software programs and other similar proprietary materials furnished by BMC pursuant to this Agreement and/or developed during the course of this Agreement by BMC are the sole property of BMC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. Customers agree not to copy or permit others to copy for unauthorized use the source code from the support software or any other programs or similar proprietary materials furnished pursuant to this Agreement.
- B. Customers further agree that any ideas, concepts, know-how or techniques relating to data processing or BMC's performance of its services developed during the course of its Agreement by BMC shall be exclusive property of BMC.
- C. Upon Customers' request at any time or times while this Agreement is in effect, BMC shall immediately deliver to Customers at Customers' sole expense, any or all of the non-proprietary data, information and records held or controlled by BMC pursuant to this Agreement, in the form requested by Customers. Any information, data and records, in whatever form existing, whether provided to BMC by Customers or developed by BMC for Customers under this Agreement, may be retained by BMC until all amounts due



under this Agreement are paid in full, it being understood that neither party asserts rights of ownership in the official claims register or materials filed with BMC as an agent of the court.

- D. Customers shall remain liable for all charges imposed under this Agreement as a result of data or physical media maintained by BMC. BMC shall dispose of the data and media in the manner requested by Customers. Customers agree to pay BMC for reasonable expenses incurred as a result of the disposition of the data or media. After giving Customers thirty (30) days advance notice, BMC reserves the right to dispose of data or media maintained by BMC for Customers if Customers have not utilized the services provided herein for a period of at least ninety (90) days or if Customers have not paid all charges due to BMC.

NON-SOLICITATION

Customers agree that they shall not, directly or indirectly, solicit for employment, employ or otherwise retain staff of BMC during the term of this Agreement, nor for a period of twelve (12) months after termination of this Agreement unless mutually agreed upon by both parties.

CONFIDENTIALITY

- A. BMC agrees to, and shall cause its servants, agents, employees, licensees, and subcontractors to, safeguard and keep confidential all data, records, information and communications of any sort or form, regardless of whether written, oral, visual or otherwise recorded or transmitted, with respect to Customers, but excluding such data, records, information and communications that exist in the public domain by reason other than a breach of BMC's obligations under this Section "Confidentiality" (the "Confidential Information"). BMC will use the Confidential Information only for the benefit of Customers in connection with the provision of services under this Agreement. Customers agree to, and will cause its servants, agents, employees, licensees, and subcontractors to, keep all information with respect to BMC's system, procedures and software confidential; provided, however, that if either party is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five business days' written notice to the other party, release the required information. The obligations set forth in this paragraph shall survive termination of this Agreement.

TERMINATION

- A. This Agreement shall remain in force until terminated by Customers, or, by BMC upon thirty (30) days' prior written notice to the other party.
- B. In the event that this contract is terminated, regardless of the reason for such termination, BMC shall cooperate with Customers to orderly transfer to Customers or their designee (or destroy, at Customers' direction) data, records and information in its possession or control and to effect an orderly transition of record-keeping functions. BMC shall provide all necessary staff, services and assistance required for an orderly transfer and transition. Customers agree to pay for such services in accordance with BMC's then existing prices for such services.

SYSTEM IMPROVEMENTS

BMC's policy is to provide continuous improvements in the quality of service to the Customers. BMC, therefore, reserves the right to make changes in operations procedures, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the BMC data center serving the Customers.

LIMITATIONS OF LIABILITY AND INDEMNIFICATION

Except with respect to breaches under Section "Confidentiality" above, Customers shall indemnify and hold BMC, its officers, employees and agents harmless against any losses, claims, damages,



judgments, liabilities and expense (including reasonable counsel fees and expenses) resulting from action taken or permitted by BMC in good faith with due care and without negligence in reliance upon instructions or orders received from Customers as to anything arising in connection with its performance under this Agreement. Except with respect to breaches under Section "Confidentiality" above, BMC shall be without liability to Customers with respect to any performance or non-performance, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. Except with respect to breaches under Section "Confidentiality" above, in no event shall liability to Customers for any losses or damages, whether direct or indirect, arising out of this Agreement exceed the total amount billed or billable to Customers for the portion of the particular work which gave rise to the loss or damage. Except with respect to breaches under Section "Confidentiality", in no event shall BMC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

NOTICES

All notices in connection with this Agreement shall be given or made upon the respective parties in writing by facsimile or overnight courier and shall be deemed as given, if by facsimile, on the business day immediately following confirmed transmission, or if by courier, on the day it is delivered by such courier to the appropriate address set forth below:

<p>BMC Group, Inc. Attn: Tinamarie Feil 600 1st Avenue Suite 623 Seattle, WA 98104</p> <p>E-Mail: tfeil@bmcgroup.com Tel: 206.499.2169 Fax: 206.374.2727</p>	<p>Adam Meislik, Receiver</p> <hr/> <p><u>AirFast Tickets, Inc.</u> <u>c/o GlassRatner Advisory and Capital Group, LLC</u> <u>19800 MacArthur Blvd. Suite 820, Irvine, CA 92612</u></p> <p>E-mail: <u>ameislik@glassratner.com</u> Tel: <u>949 407 6627</u> Fax: _____</p>
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Or to such other address as the party to receive the notice or request so designates by written notice to the other.

APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Washington and may be modified only by a written instrument duly executed by an authorized representative of Customers and an officer of BMC.

ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and other agreements, oral and written between the parties relating to the subject matter of this Agreement. The Agreement may not be modified or altered by written instrument duly executed by both parties. Customers represent that they have the authority to enter into this Agreement, may be subject to bankruptcy court approval, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. In the event of any conflict



between a term of this Agreement and any order of the court exercising jurisdiction over the Customers' bankruptcy cases, the term of the order shall govern.

ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned by BMC to a wholly owned subsidiary of BMC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

BMC Group, Inc.	
By: <u><i>Tinamarie Feil</i></u>	By: <u><i>Adel M. H. H. H.</i></u>
Name: Tinamarie Feil	Name:
Title: President, Client Services	Title:
Date: _____, 2015	Date: <u>October 22</u> , 2015



Pricing and Expenses

The total charge for BMC to support this project will be based on negotiated terms, time spent plus payment of print/mail costs and any other out-of-pocket reimbursable items.

Noticing Management

Data Entry/Call Center/ Admin Support	\$25/45/65 /hr
Analysts	\$85 /hr
Noticing Manager	\$100 /hr

Claims Management

Claim Receipt, Process & Docketing	\$2.50 per claim (no hourly rates) / > 1,000 @ \$1.50
b-Linx Database & Systems Access - monthly	\$0.085 per record / \$250 min \$850 max
Detailed Claim Analysis and Reconciliation	upon request at applicable Project Management rates

Project Management

Analysts	\$85 /hr
Consultants	\$100 - \$145 /hr
Principals/Directors/Experts	\$175 - \$225 /hr
No surcharge for overtime, weekends or holiday hours required to support your case	

Print Mail and Noticing Services

Finishing (Includes: Fold/Collate, Insert, Address Labelling, Envelope & Post)	\$.13 per standard or \$.20 per catalogue sized package
Copy/Print	\$.03 - \$.10 per page subject to volume discount
Postage, Courier	At cost (includes optimization recommendations)
<i>Certified</i> Electronic Noticing Service	\$40 per 1000 (no per page charge; includes receipt tracking)
<i>Certified</i> Fax Noticing Service	\$0.10 per image (includes delivery acknowledgment)
Legal Notice Experts / Publication	Quote (leverage BMC negotiated discounts with publishers)

Document and Information Management

Electronic Document Imaging	\$0.12 per image – includes linking images to database
Live Operator Call Center	\$45 per hour
Public Case Website Hosting	\$250 per month
Public Case Website Set Up Fees	\$85per hour
Physical Document Storage	\$1.45 per box/month
Document Analysis & Call Center Management	at applicable hourly rates
Secure Virtual Data Room	Set up + \$.10/page per month

Distribution

Distribution Consulting	At applicable Project Management rates
Check Issuance	Quote prior to printing
Tax Reporting (1099, W-)	Quote