

George V. Utlik
ARENT FOX LLP
1675 Broadway
New York, NY 10019
Telephone: (212) 484-3900
Facsimile: (212) 484-3990
george.utlik@arentfox.com

Aram Ordubegian
(*pro hac vice* application forthcoming)
Andy S. Kong
(*pro hac vice* application forthcoming)
ARENT FOX LLP
555 West Fifth Street, 48th Floor
Los Angeles, CA 90013
Telephone: (213) 629-7400
Facsimile: (213) 629-7401
aram.ordubegian@arentfox.com
andy.kong@arentfox.com

Attorneys for Alleged Involuntary Debtor

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	
	:	Chapter 7
AIRFASTTICKETS, INC.,	:	
	:	Case No. 15-11951 (SHL)
Debtor.	:	
	:	
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**STIPULATION AND ORDER EXTENDING
DEADLINE TO ANSWER INVOLUNTARY PETITION**

Petitioning creditors TripAdvisor, LLC, Smarter Travel Media, LLC, KAYAK Software Corporation, and Air Fast Tickets Limited (In Administration) (collectively, the “Petitioning Creditors”), on the one hand, and Airfasttickets, Inc. as alleged involuntary debtor (the “Alleged Debtor”), on the other hand, hereby stipulate and agree as follows:

RECITALS

1. On July 27, 2015, the Petitioning Creditors filed an involuntary chapter 7 petition (the “Involuntary Petition”) against the Alleged Debtor.

2. On July 28, 2015, the Court issued a summons on the Alleged Debtor setting August 21, 2015 as the deadline for the Alleged Debtor to answer the Involuntary Petition. The Involuntary Petition and summons were properly served on the Alleged Debtor.

3. After discussions by and between the parties, the parties to this Stipulation (collectively, the “Parties”) have agreed as follows:

a. The deadline for the Alleged Debtor to file an answer or responsive pleading or motion in response to the Involuntary Petition shall be extended for thirty (30) days through and including September 21, 2015.

b. The Alleged Debtor shall provide Petitioning Creditors with updates every two weeks as to: (i) the status and progress of entering into any asset purchase agreement, (ii) the Alleged Debtor’s operational developments, and (iii) the anticipated timeframe and relief to be sought in consenting to the Involuntary Petition.

NOW, THEREFORE, based upon the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged by the Parties, and the Parties hereto intending to be legally bound hereby, the Parties hereby agree and stipulate individually or through their attorneys of record as follows:

A. The Involuntary Petition and summons were properly served on the Alleged Debtor.

B. The Alleged Debtor shall have through and including September 21, 2015 to file an answer or responsive pleading or motion in response to the Involuntary Petition.

C. The Alleged Debtor shall provide Petitioning Creditors with updates every two weeks as to: (i) the status and progress of entering into any asset purchase agreement, (ii) the Alleged Debtor's operational developments, and (iii) the anticipated timeframe and relief to be sought in consenting to the Involuntary Petition.

D. **Severability.** The illegality, invalidity, or unenforceability of any provision of this Stipulation under the law of any jurisdiction will not affect its legality, validity, or enforceability under the law of any other jurisdiction, nor the legality, validity, or enforceability of any other provision.

E. **Good Faith.** The terms of this Stipulation were negotiated in good faith and at arm's-length among the Parties, each of which were represented by competent legal counsel.

F. **Waiver and Modification.** Except as expressly provided herein, this Stipulation may not be modified except in a writing signed by the Parties.

G. **Further Assurances and Cooperation.** Each of the Parties agree to execute and deliver, or to cause to be executed and delivered, and to take all such actions as may be reasonably requested by the other party to effectuate the intent and purpose and to carry out the terms of this Stipulation.

H. **Due Authorization.** The undersigned each represent that they are duly authorized to execute this Stipulation. This Stipulation may be signed and executed in counterparts, with each part being deemed a part of the original document, by facsimile signature or e-mail transmission, and such signatures shall be deemed as original and shall bind the Parties.

I. **Jurisdiction.** The Bankruptcy Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to this Stipulation. The Parties are authorized to take all actions necessary to effectuate the terms of this Stipulation.

Date: New York, New York
August 20, 2015

ARENT FOX LLP

By: /s/ George V. Utlik
George V. Utlik
ARENT FOX LLP
1675 Broadway
New York, New York 10019
Telephone: (212) 484-3900
Facsimile: (212) 484-3990
george.utlik@arentfox.com

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Los Angeles, CA 90013
Telephone: (213) 629-7400
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Attorneys for Alleged Involuntary Debtor

Date: New York, New York
August 20, 2015

DUANE MORRIS LLP

By: /s/ William C. Heuer
William C. Heuer
DUANE MORRIS LLP
1540 Broadway
New York, NY 10036-4086
Telephone: (212) 692-1000
Facsimile: (212) 692-1020
wheuer@duanemorris.com

Attorneys for Petitioning Creditors

SO ORDERED:

Dated: New York, New York
August 21, 2015

/s/ Sean H. Lane
UNITED STATES BANKRUPTCY JUDGE