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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

	)	
In re:	)	Chapter 11
	)	
AIRFASTTICKETS, INC.,	)	Case No. 15-11951 (SHL)
	)	
Debtor.	)	
	)	Re: Docket No. 54
	)	

**DECLARATION OF SEVKET SEYALIOGLU IN SUPPORT OF  
DEBTOR’S REPLY TO OBJECTION OF NEW  
MEDIA AND GOODWIN TO DEBTOR’S SALE MOTION**

I, Sevket Seyalioglu, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information and belief:

1. I am the chief technology officer (“**CTO**”) of AirFastTickets, Inc., a Delaware corporation (the “**Debtor**”). I submit this declaration (the “**Declaration**”) on behalf of

the Debtor in support of the Debtor's reply (the "**Reply**") to the objection [Docket No. 54] (the "**Objection**") filed by Panos Kordonouris & Associates E.E. a/k/a New Media Concept Limited Partnership ("**New Media**") and Goodwin Solutions GmbH ("**Goodwin**") to the Debtor's motion to sell (the "**Sale**") substantially all of its property [Docket No. 27] (the "**Sale Motion**"). Unless otherwise stated in the Declaration, I have personal knowledge of the facts herein.

2. As is set forth in greater detail in the Sale Motion, the Debtor used proprietary software that it developed and owns to help consumers find low cost domestic and international airfares. In that regard, the Debtor's model was similar to the airline ticketing services provided by Expedia.com and other online travel agencies.

3. From May 2013 until September 2014, pursuant to an agreement (the "**License Agreement**") with New Media,<sup>1</sup> the Debtor contracted to use New Media's software system for on-line booking and payment of hotel rooms and air travel (the "**New Media Booking System**"). In or around September 2014, the Debtor completed its development of its own software system for on-line booking (the "**Debtor Booking System**") and significantly reduced its usage of the New Media Booking System for airfare ticket purchases and stopped using it altogether in or around October 2014.<sup>2</sup> The Debtor Booking System is based on a Windows architecture and C# source code. New Media's Booking System is based on a Linux architecture and Java source code — a completely different technology than the Debtor Booking System. The Debtor has not used any source code from the New Media Booking System in the Debtor Booking Systems.

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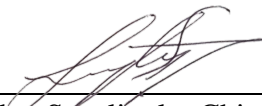
<sup>1</sup> The License Agreement was later transferred by New Media to Goodwin Solutions.

<sup>2</sup> From September to October 2014, the Debtor continued to use the New Media Booking System for hotel bookings. However, the usage was minimal.

4. In addition, when it was in use, the Debtor hosted the New Media Booking System on its Amazon Web Services (“AWS”) infrastructure. AWS is a platform service that has the ability to host several different servers. The Debtor never had the ability to access the source code of the New Media Booking System. The AWS infrastructure did not allow the Debtor to access the source code of the AWS hosted servers.<sup>3</sup> Further, the Debtor did not employ anyone who was knowledgeable in Java programming language or with Linux operating system experience.

5. Because the company had not operated for months, Mr. Meislik as receiver caused the Debtor to shut down the AWS infrastructure and delete the servers off the AWS infrastructure. Accordingly, the AWS infrastructure no longer contains the New Media Booking System.<sup>4</sup>

Dated: November 20, 2015

  
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Sevket Seyalioglu, Chief Technology  
Officer of AirFastTickets, Inc.

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<sup>3</sup> The Debtor’s inability to access source code is similar to an individual who uses Microsoft Word programming on their computer. The individual can use the Microsoft Word program to draft and edit documents, but they do not have access to the source code of Microsoft Word.

<sup>4</sup> The Debtor has an image back-up of the New Media Booking System. The Debtor does not have access to the source code through the image back-up and does not have the New Media source code. Further, the Debtor does not intend to transfer the image back-up of the New Media Booking System to the Purchaser.