

Fill in this information to identify the case:

Debtor 1

STEVEN BARRETT

Debtor 2

(Spouse, if filing)

MARYPHILIPPA BARRETT

United States Bankruptcy Court for the:

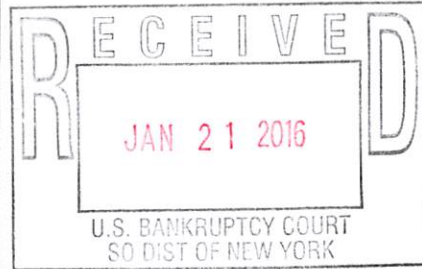
Southern

District of

NEW YORK

Case number

15-11951-5H1



Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

STEVEN BARRETT

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

STEVEN BARRETT

Name

13 CASKIE DRIVE

Number

Street

SKELMORLIE N. Ayrshire

City

State

PA175AW

ZIP Code

U.K.

Contact phone +44 1475 272337

Contact email steve.barrett@gmail.com

Where should payments to the creditor be sent? (if different)

Name

Number

Street

City

State

ZIP Code

Contact phone

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 365,255.32 Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

unpaid Salary + Expenses

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No

☐ Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☒ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 12,475

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01 08 2016
MM / DD / YYYY

SH Barrett

Signature

Print the name of the person who is completing and signing this claim:

Name STEVEN JOHN BARRETT
First name Middle name Last name

Title MR

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 13 CASKIE DRIVE
Number Street

SKELMORIE, North Ayrshire (UK) PA17SAW
City State ZIP Code

Contact phone 01144 1475272337 Email Steve.barrett@gmail.com



November 16, 2012

Steve Barrett
c/o Airfasttickets, Inc.

Subject: Transfer of Employment

Dear Steve:

On behalf of Airfasttickets, Inc. (the "Company") with offices at 875 Third Avenue, New York, NY 10022, I am pleased to confirm the transfer of your employment from Fast Group, Ltd to Airfasttickets, Inc. effective on November 16, 2012. You will serve as a Chief Commercial Officer of the Company, which position currently reports to Nikolaos Koklonis, President and CEO of Airfasttickets, Inc. The Company requires that, as a full-time employee, you will devote your full business time, attention, skill, and efforts to the tasks and duties of your position.

During your employment with the Company you will be eligible for the following payments and benefits (subject to required tax withholding and other authorized deductions):

- An annualized base salary of \$189,000.00 which salary will be payable in accordance with the Company's standard payroll policies;
- You may be eligible to earn an annual performance bonus at the discretion of Airfasttickets, Inc.;
- Participation in employee benefit plans that the Company may establish for similarly situated employees from time to time, subject to the terms of such plans;
- Vacation at a rate of twenty eight (28) days per annum, subject to the Company's vacation policy as amended from time to time;
- A Company laptop and an iphone, which you may use for business purposes while employed by the Company;

Compensation

Your annualized salary of \$189,000.00 will be paid at a semi-monthly rate of \$7,875.00 in accordance with customary payroll practices and procedures, subject to applicable law. This salary covers all hours worked by exempt employees. You will receive your semi-monthly pay on the 15th and the last day of each month.

Employment "At Will" and Notice Period

Your employment is "at will". Either you or the Employer may terminate your employment, with or without cause at any time, subject to the notice provisions set forth herein.

You agree to provide the Employer with six (6) months' notice of your voluntary resignation. The Employer agrees to provide you with six (6) months' notice of your termination when feasible except in the case of a termination for Cause. The period between such notice and termination of employment will be referred to as the 'Notice Period'. Such notice provision shall not alter your at-will status.

If the Employer terminates your employment without Cause or you resign by giving notice in accordance with the terms herein, the Employer may in its sole discretion, alter your duties or place you on a paid leave of absence during the Notice Period.

You may not provide services to any other employer or act as a consultant or otherwise assist any person or entity in connection with their business during your employment or during the Notice Period, regardless of whether you are working or on a paid leave of absence during such period, unless otherwise approved by management. You must continue to act in accordance with your employment obligations during any Notice Period.

Termination for Cause

For the purposes of this Agreement only, termination for 'Cause' shall mean: (i) an action taken by a regulatory body or a self-regulatory organization against you that substantially prohibits or suspends you from performing or substantially impairs the performance of your duties of employment; (ii) your negligent performance or failure to perform your duties of employment or inadequate performance in your employment (other than any such failure resulting from incapacity due to physical or mental illness); (iii) your breach of any of your obligations set forth in this Agreement, including but not limited to your obligations under the covenants and conflict of interest provisions contained in this Agreement, or of any of the Policies or Airfasttickets, Inc. procedures (written or unwritten); (iv) your breach of fiduciary duty of loyalty to Airfasttickets, Inc; (v) your violation of federal or state securities law, or any other law, rule or regulation; (vi) your conviction of or plea of guilty or nolo contendere to a job-related felony or any other job-related criminal offense; (vii) your wilful refusal to follow the proper direction of the Board or any individual that you directly report to; and (viii) your commission of an act that constitutes fraud, embezzlement or dishonesty.

Condition of Employment

In the course of your employment with the Company, you will be subject to and required to comply with all Company policies, applicable laws and regulations. As a condition of employment, you will be required to sign and comply with an Invention and Non-Disclosure Agreement (which, among other things, prohibits unauthorized use or disclosure of Company proprietary information) and a Non-Competition and Non-Solicitation Agreement, copies of which are attached hereto as Exhibit A and Exhibit B, respectively, sign and return a satisfactory I-9 Immigration form providing sufficient documentation establishing your employment eligibility in the United States, and provide satisfactory proof of your identity as required by United States law. By signing below, you represent that your performance of services to the Company will not violate any duty which you may have to any other person or entity (such as a present or former employer), including obligations concerning providing services (whether or not competitive) to others, confidentiality of proprietary information and assignment of inventions, ideas, patents or copyrights, and you agree that you will not do anything in the performance of services hereunder that would violate any such duty.

Termination Notice from
Bankruptcy Lawyer 25 Aug 2015

We received the following termination email from Adam Meislik on the 25th of August 2015:

Adam Meislik <ameislik@glassratner.com>

25
Aug

to me, steve

I didn't receive the executed copy of your non-competes.

Please consider this email as your official termination.

Adam Meislik

Senior Managing Director

GlassRatner Advisory & Capital Group LLC

19800 MacArthur Blvd., Suite 820 | Irvine, CA 92612

T [\(949\) 407-6627](tel:(949)407-6627) | C [\(949\) 281-6458](tel:(949)281-6458) | F [\(949\) 743-0333](tel:(949)743-0333)



Original Bio form
Submitted to Bankruptcy
Lawyer with Proof of Claim

Phippa Barrett <phippa1@gmail.com>

Barretts Claim

1 message

Phippa Barrett <phippa1@gmail.com>
To: Adam Meislik <ameislik@glassratner.com>
Cc: steve barrett <steve.barrett0@gmail.com>

6 November 2015 at 15:

Hi Adam

please find the following attached:

1. Claim Form for Steve → Attached copy with the 410 form
2. Claim Form for me
3. Supporting spreadsheet for Steve's claim → Attached copy with the 410 form
4. Supporting spreadsheet for my claim
5. Steve's Contract Page 1 → Attached copy with the 410 form
7. My Contract Page 1 and 2

8. We also received the following termination email from you on the 25th of August 2015:

Adam Meislik <ameislik@glassratner.com>

25 Aug ?
25 Aug ?

to me, steve

I didn't receive the executed copy of your non-competes.

Please consider this email as your official termination.

Adam Meislik
Senior Managing Director

GlassRatner Advisory & Capital Group LLC
19800 MacArthur Blvd., Suite 820 | Irvine, CA 92612
T (949) 407-6627 | C (949) 281-6458 | F (949) 743-0333

Please let us know what happens now

Thanks

Phippa and Steve Barrett

7 attachments

- Steve Barrett Claim Form.docx**
27K
- MaryPhilippa Barrett Claim Form.docx**
27K
- Steve Barretts Salary and Benefits Shortfall Calculation 201415.xlsx**
14K
- Phippa Barretts Salary and Benefits Shortfall Calculation 201415.xlsx**
13K
- Steves Contract page 1.docx**
435K
- Phippa Contract page 1.docx**
427K
- Phippas Contract page 2.docx**
603K

Steven John Barrett, Chief Commercial officer Airfasttickets Inc Salary and Benefits Shortfall/Claim Calculation 2014/2

2014 Month	Contracted Salary Gross	* Actual Gross Salary	Shortfall
15-Jan	\$7,916.67	\$7,875.00	\$41.67
28-Jan	\$7,916.67	\$7,875.00	\$41.67
15-Feb	\$7,916.67	\$7,875.00	\$41.67
28-Feb	\$7,916.67	\$7,875.00	\$41.67
15-Mar	\$7,916.67	\$7,875.00	\$41.67
28-Mar	\$7,916.67	\$7,875.00	\$41.67
15-Apr	\$7,916.67	\$7,875.00	\$41.67
28-Apr	\$7,916.67	\$7,875.00	\$41.67
15-May	\$7,916.67	\$7,875.00	\$41.67
28-May	\$7,916.67	\$7,875.00	\$41.67
15-Jun	\$7,916.67	\$7,875.00	\$41.67
28-Jun	\$7,916.67	\$7,875.00	\$41.67
15-Jul	\$7,916.67	\$7,875.00	\$41.67
28-Jul	\$7,916.67	\$7,875.00	\$41.67
15-Aug	\$7,916.67	\$0.00	\$7,916.67
28-Aug	\$7,916.67	\$985.83	\$6,930.84
15-Sep	\$7,916.67	\$4,725.00	\$3,191.67
28-Sep	\$7,916.67	\$791.58	\$7,125.09
15-Oct	\$7,916.67	\$0.00	\$7,916.67
28-Oct	\$7,916.67	\$2,757.56	\$5,159.11
15-Nov	\$7,916.67	\$5,512.50	\$2,404.17
28-Nov	\$7,916.67	\$5,512.50	\$2,404.17
15-Dec	\$7,916.67	\$4,725.00	\$3,191.67
28-Dec	\$7,916.67	\$0.00	\$7,916.67
Totals	\$190,000.00	\$135,259.97	\$54,740.03
Total 2014 salary shortfall	\$54,740.03		

*2015 Month	Contracted Salary Gross	*Paid Salary Gross	Shortfall
15-Jan	\$7,916.67	0	\$7,916.67
28-Jan	\$7,916.67	0	\$7,916.67
15-Feb	\$7,916.67	0	\$7,916.67

28-Feb	\$7,916.67	0	\$7,916.67
15-Mar	\$7,916.67	0	\$7,916.67
28-Mar	\$7,916.67	0	\$7,916.67
15-Apr	\$7,916.67	0	\$7,916.67
28-Apr	\$7,916.67	0	\$7,916.67
15-May	\$7,916.67	0	\$7,916.67
28-May	\$7,916.67	0	\$7,916.67
15-Jun	\$7,916.67	0	\$7,916.67
28-Jun	\$7,916.67	0	\$7,916.67
15-Jul	\$7,916.67	0	\$7,916.67
28-Jul	\$7,916.67	0	\$7,916.67
15-Aug	\$7,916.67	0	\$7,916.67
28-Aug	\$7,916.67	0	\$7,916.67
Totals	\$126,666.67	0	\$126,666.67
Total 2015 salary shortfall	\$126,666.67		

Salary Shortfall 2014/15 **\$181,406.70**

* Salary payments after end of July 2014 were erratic, inconsistent and often bore little correlation to the three days a week minimum wage were were told we would be paid for the few months it would take to secure investment and get the company back on its feet. Additionally, we did not always receive a payslip therefore amounts are actually what we received into our bank (Paid Salary Net)

* Received an email from Adam Meislik of GlassRatner Advisory & Capital Group, court appointed receiver on the 25th July 2015 and therefore unable to seek other jobs/income because I was legally contracted to Airfasttickets until this time

Other Payments

28-Mar	\$16,242.55	In the 2013 tax year, owner asked me to go to Europe to negotiate some contracts. Knowing it would take me over the limited days allowed out of the USA and therefore tax implications, the owner agreed to cover the associated Tax bill. The same happened in 2014 but I never received compensation
Other Amounts Due \$8,000.00	Reason In the 2014 tax year, the owner asked me to go to Europe to negotiate some contracts. Knowing it would take me over the limited days allowed out of the USA and therefore tax implications, the owner agreed once again to cover the associated Tax bill but never paid it	
\$13,458.34 \$209.01	17 days unused vacation 1x night in Park Lane hotel Manhattan, time between vacating our apartment and picking up hire car to drive to parents in Iowa so we could remain work in the USA until investment secured and company would be back to normal	
\$5,158.50 \$1,672.77	flights home from Chicago (nearest airport to Iowa) on the 14th Nov 2014 Relocation belongings brought from the UK to work in NYC, shipped back to the UK	

\$60,000.00	\$10,000 Bonus for signing each of the following Consolidators - Affordable, Major, Club Travel, Faremine, Gulliver and Cruise Direct
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\$95,000.00	Notice Pay
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Full Claims Amounts for items outlined above

Salary Shortfall 2014/15	\$181,406.70
Unused Vacation Pay	\$13,458.34
2014 Tax	\$8,000.00
1x night in Park Lane hotel Manhattan	\$209.01
Hire Car to get to Iowa	\$350.00
Flights Home	\$5,158.50
Belongings shipped home	\$1,672.77
Signing Bonus	\$60,000.00
6 months Notice Pay as per contract	\$95,000.00

Total Claim	\$365,255.32
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810 ORIGINAL form Submitted
to bankruptcy lawyer 6 Nov 2015

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: Airfasttickets, inc	Case Number: 15-11951-shl	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Steven John Barrett		
Name and address where notices should be sent: 13 Caskie drive Skelmorlie North Ayrshire Scotland UK PA17 5AW		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Telephone number: 44 (0) 1475272337 email: steve.barrett0@gmail.com		
Name and address where payment should be sent (if different from above): As Above		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: email:		
1. Amount of Claim as of Date Case Filed: \$365,255.32 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: Unpaid salary and expenses (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Contributions to an employee benefit plan – U.S.C.		

11 U.S.C. § 507 (a)(4).		Amount entitled to priority:
<input type="checkbox"/> Up to \$2,775* of deposits toward lease, or rental of property or U.S.C. § 507 (a)(8). use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – applicable paragraph of 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify \$ _____ purchase, services for personal, family, or household 11
<i>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

B10 (Official Form 10) (04/13)

2

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Steven John Barrett

Title: Mr

Company:

Address and telephone number (if different from notice address above):

(Date) 3rd Nov 2015

(Signature)

As Above

Telephone number: 44 (0) 1 475272337

email: steve.barrett0@gmail.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a). If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in

goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

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.)	
)	Hearing Date: Nov. 24, 2015 at 11:00 a.m. (ET)

**NOTICE OF INTENT TO ASSUME AND ASSIGN
CERTAIN NON-EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE THAT:

1. On October 26, 2015, AirFastTickets, Inc. (the “**Debtor**”) filed the *Debtor’s Motion (I) for Authorization to (A) Sell Substantially All of Its Property Free and Clear of All Liens, Claims, Encumbrances, and Other Interests and (B) Assume and Assign Contracts and (II) for Approval of Procedures for Determining Cure Amounts* [D.I. 27] (the “**Sale Motion**”). Among other things, the Sale Motion seeks approval of procedures for the assumption and assignment to AirTourist, Inc. (the “**Buyer**”) of executory contracts (the “**Contracts**”) and the determination of cure obligations, if any, related thereto.

2. A hearing to consider the Sale Motion is scheduled for November 24, 2015 at 11:00 a.m., Eastern Standard Time (the “**Sale Hearing**”).

3. The Sale Motion provided that on or before fourteen (14) days prior to the Sale Hearing, the Debtor would file with the Court and serve on each counterparty a “notice of assumption” listing all executory Contracts of the Debtor related to the Property¹ that the Debtor and Buyer believe may be assumed and assigned in connection with the sale. The Debtor believes that none of the contracts to be assigned to the Buyer are executory, so accordingly, the Debtor did not file a notice of assumption.

4. The Debtor intends to assign to the Buyer certain invention and non-disclosure agreements and non-competition and non-solicitation agreements (the “**Non-Executory Contracts**”). Because these agreements are non-executory, a notice of assumption is not required. Nonetheless, in an abundance of caution, the Debtor is hereby delivering this notice (the “**Assumption Notice**”) identifying the Non-Executory Contracts which may be assumed by the Debtor and assigned to the Buyer as part of the sales contemplated in the Sale Motion.

¹ Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion.

5. You have been identified as a party to the Non-Executory Contracts that the Debtor intends to assign to the Buyer. The Non-Executory Contracts with respect to which you have been identified as a non-debtor counterparty have been set forth in **Exhibit 1** attached hereto.

Dated: November 18, 2015
Wilmington, Delaware

ARENT FOX LLP

By: /s/ George V. Utlik

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Proposed Counsel to the Debtor

-and-

RICHARDS, LAYTON & FINGER, P.A.

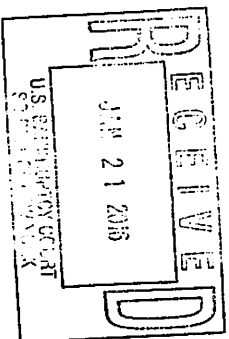
Russell C. Silberglied (#3462)
(admitted *pro hac vice*)
Daniel J. DeFranceschi (#2732)
(pro hac vice application forthcoming)
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silberglied@rlf.com
defranceschi@rlf.com

Proposed Special Counsel to the Debtor

Exhibit 1

Counterparty	Address	Description of Non-Executory Contracts
Eleni Vareli	Eleni Vareli 79 Pleasant Ridge Road Harrison, NY 10528 Eleni Vareli P.O. Box 1681 New York, NY 10150	Invention and Non-Disclosure Agreement Non-Competition and Non-Solicitation Agreement
Mary-Philippa Barrett	13 Caskie Drive, Skelmorlie, Ayrshire, PA17 5AW, Scotland, UK	Invention and Non-Disclosure Agreement Non-Competition and Non-Solicitation Agreement Agreement and Waiver Dated August 25, 2015
Steven Barrett	13 Caskie Drive, Skelmorlie, Ayrshire, PA17 5AW, Scotland, UK	Non-Competition and Non-Solicitation Agreement Agreement and Waiver dated August 25, 2015
Nikolaos Koklonis	Nikolas Koklonis 79 Pleasant Ridge Road Harrison, NY 10528 Nikolaos Koklonis 6 Skouze Street 18536 Piraeus Attiki, Greece	Invention and Non-Disclosure Agreement Non-Competition and Non-Solicitation Agreement

UNITED STATES Bankruptcy Court (Case 15-19151-SNL)
Southern District of New York
One Bowling Green
New York
NY 10004-1408
U.S.A



SENDER
STEVE BARRETT
13 CHASKIE DRIVE
SKELMORUE
NORTH Ayrshire
SCOTLAND
UK
PA175AW