Fill in this info	ormation to identify your case:	
Debtor 1	AIRFASTTICKETS, INC.	
Debtor 2 (Spouse if, filing)		_
United States E	Bankruptcy Court for the: SOUTHERN DISTRICT OF NEW YORK	_
Case number	15-11951-shl	

MAR 1 6 2016 BMC GROUP

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.

Pa	rt 1: Identify the	Claim			
1.	Who is the current creditor?	American Contractors Indemnity Company Name of the current creditor (the person or entity to be paid for this cla Other names the creditor used with the debtor	tim)		
2.	Has this claim been acquired from someone else?	No Yes. From whom?			
3.	Where should notices and	Where should notices to the creditor be sent?	Where should different)	payments to the creditor be sent? (if	
	payments to the creditor be sent?	R. Gibson Pagter, Jr. (SBN 116450) PAGTER AND PERRY ISAACSON		rican Contractors M. Lanak, Executive V.P.	
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	525 N. Cabrillo Park Drive, Suite 104 601 S. Figue		eroa St., Ste. 1600 , CA 90017-5721	
	(11101) 2002(9)	Name, Number, Street, City, State & Zip Code	Name, Number, Street, City, State & Zip Code		
		Contact phone (714) 541-6072	Contact phone	(800) 486-6695	
		Contact email gibson@ppilawyers.com	Contact email	flanak@hccsurety.com	
		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	
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made the earlier filing?			

Official Form 410

Proof of Claim

page 1

Best Case Bankruptcy

ORIGINAL

Га	Give Inform	nation 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: □ 1157			
7.	How much is the claim?	\$ Unliquidated 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	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.			
	the claim?	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.			
		Travel Bonds			
		Travel Durius			
9.	Is all or part of the claim secured?	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: Cash Basis for perfection: Collateral Security Agreements/Possession 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: \$ 70,000 Amount of claim that is secured: Unliquidated Amount of claim that is unsecured: Unliquidated 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: O Annual Interest Rate (when case was filed) O Variable			
10.	Is this claim based on a lease?	No			
11.	Is this claim subject to a right of setoff?	No ☐ Yes. Identify the property:			

Official Form 410 Proof of Claim page 2

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	Domestic 11 U.S.C. Up to \$2, services f Wages, s before the whicheve Taxes or	k all that apply: support obligations (including alimony and child support) under \$ 507(a)(1)(A) or (a)(1)(B). 775° of deposits toward purchase, lease, or rental of property or for personal, family, or household use. 11 U.S.C. § 507(a)(7). alaries, or commissions (up to \$12,475°) earned within 180 days a bankruptcy petition is filed or the debtor's business ends, or is earlier.11 U.S.C. § 507(a)(4). penalties owed to governmental units. 11 U.S.C. § 507(a)(8). tions to an employee benefit plan. 11 U.S.C. § 507(a)(5). sectify subsection of 11 U.S.C. § 507(a)() that applies.	\$ \$ \$ \$ \$ \$
Part 3: Sign Below	N		
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.	I am the truster I am a guarant I understand that a the amount of the I have examined the correct. I declare under per Executed on date Signature	or's attorney or authorized agent. e, or the debtor, or their authorized agent. Bankruptcy Rule 3004. or, surety, endorser, or other codebtor. Bankruptcy Rule 3005. an authorized signature on this <i>Proof of Claim</i> serves as an acknowledalm, the creditor gave the debtor credit for any payments received the information in this <i>Proof of Claim</i> and have a reasonable belief the malty of perjury that the foregoing is true and correct.	toward the debt.
	Print the name of the person who is completing and signing this claim:		
	Name	Frank M. Lanak	
	Title	Executive Vice President	
	Company	American Contractors Indemnity Company Identify the corporate servicer as the company if the authorized a	agent is a servicer.
	Address	601 S. Figueroa St., Ste. 1600, Los Angeles, CA 90 Number, Street, City, State and Zip Code	017-5721
	Contact phone	(800) 486-6695 Email flanak@hccsurety.com	

ATTACHMENT TO PROOF OF CLAIM BY AMERICAN CONTRACTORS INDEMNITY CORPORATION (hereinafter "ACIC")

THE PREPETITION TRAVEL BONDS

3. On 2/7/2013, at the request of Airfast Tickets, Inc. ("AIRFAST"), ACIC issued Sellers of Travel Surety Bonds in favor of four states, in various amounts, as follows:

California, Bond No. 1000937867, in the penal sum of \$25,000;

Florida, Bond No. 1000937865, in the penal sum of \$25,000;

Iowa, Bond No. 1000937868, in the penal sum of \$10,000; and

Washington, Bond No. 1000937866, in the penal sum of \$10,000.

These bonds are posted in favor of the various states and their citizens, for certain possible violations of that state's laws by AIRFAST. In connection with each bond, AIRFAST executed a General Indemnity Agreement in favor of ACIC, should ACIC suffer any losses on account of its issuing said bonds, and AIRFAST further pledged to ACIC the sum of \$70,000 in cash collateral. Copies of all of the GIAs and related cash collateral agreements are attached here as Exhibit "1." Copies of the posted bonds are attached hereto as Exhibit "2."

As of the date this Claim is filed, ACIC has received -0- claims on its bonds. However, ACIC will not release any of the cash collateral it now holds unless and until (a) it obtains retroactive relief from the automatic stay in this case, thereby validating certain 60-day notices of cancellation of the travel bonds, or prospective relief from stay to do so, and (b) the time for the applicable states and their

citizens to bring claims on the travel bonds, as determined by each state's applicable nonbankruptcy law, has passed, either without any claims being made or with claims being made and resolved up to the penal sums provided, and ACIC having been made whole for its losses as provided under the General Indemnity Agreements, from its cash collateral. ACIC avers the statutes of limitation for the four states may range from 2-11 years after cancellation of the travel bonds, and that these statutes of limitation can't begin to run until cancellation.

As a direct result of AIRFAST's causing ACIC to issue the above bonds and then agreeing to an order for relief in this bankruptcy case, ACIC has incurred bankruptcy attorneys' fees and costs of \$3.603.60 through 2/29/2016, in monitoring and participating as a creditor in Debtor's Chapter bankruptcy case herein, and will continue to incur fees and costs thereafter. Copies of ACIC's bankruptcy counsel's voluminous timeslips detailing this sum are available upon demand.

ACIC reserves the right to amend this Proof of Claim to quantify further its exact losses and add any and all future losses, and any and all attorneys' fees and costs allowed by law it may incur after 2/29/2016.

EXHIBIT 1



GENERAL INDEMNITY AGREEMENT (Commercial Bonds / Non-Contract Bonds)

This Agreement of Indemnity, made and entered into this 6th day of December, 2012 is executed by the Undersigned for
the purpose of indemnifying American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company, U. S. Specialty
Insurance Company and/or HCC Surety Group, herein referred to as "Surety," in connection with any Bonds written on behalf of
Airfast Tickets, Inc. , herein referred to as "Principal."
1. DEFINITIONS - The following definitions apply in this Agreement:
Bond - Any contractual obligation undertaken by Surety for Principal, before or after the date of this Agreement and any renewal or extension of said obligation.
Principal- The person(s) or entity(ies) set forth above or any one of them or any combination thereof, or their successors in interest, whether alone or joint venture with others named herein or not.
Surety - American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company, U. S. Specialty Insurance Company and/or HCC Surety Group and any other person(s) or entity(ies) which the Surety may procure to act as a Surety or as a co-Surety on any Bond. or any other person or entity who executes a Bond at the request of the Surety.
Indemnity Agreement - This term shall also include all other documents executed by the Undersigned or any one of them in connection with the issuance of any obligation prior to or subsequent to the date of this Agreement. These documents are incorporated herein for all purposes.
Undersigned - The executing parties to this Agreement as well as any other party executing a bond obligation covered by this Agreement. Each of the Undersigned are jointly and severally obligated under this Agreement.
2 INDERÉNIEUR To consideration of the assention and delicent by the Court, of a Daniel on Daniel on total of the Detailed States of the Court of the

INDEMNITY - In consideration of the execution and delivery by the Surety of a Bond or Bonds on behalf of the Principal, either prior to, in connection with or subsequent to this Agreement, the Undersigned agrees to exonerate, indemnify and hold the Surety harmless from and against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses of whatever kind or nature (including, but not limited to, interest, court costs and counsel fees) which arise by reason of, or in consequence of, the execution by the Surety of any Bond on behalf of the Principal and whether or not the Surety shall have paid any sums in partial or complete payment thereof, including but not limited to; sums paid including interest, liabilities incurred in settlement of claims, expenses paid or incurred in connection with claims, suits, or judgments under such Bonds: expenses paid or incurred in enforcing the terms of this Agreement; expenses paid or incurred in procuring or attempting to procure release from Ilability under its Bond by Surety; expenses incurred in recovering or attempting to recover losses or expenses paid or incurred; attorneys fees and all legal or professional services; adjustment of claims; premiums on Bonds issued by Surety on behalf of the Principal; or monies advanced or

In furtherance of such indemnity:

- A The liability of the Undersigned shall extend to and include all amounts paid by the Surety in good faith under the belief that the Surety was or might be liable, or that such payments were necessary or advisable to protect any of Surety's rights.
- Surety shall have the right to incur such expenses in handling a claim as it shall deem necessary, including but not limited to the expense for investigative, accounting, collection, litigation costs and legal services (including in-house counsel).
- Surety shall have all rights set out herein, irrespective of the fact that the Undersigned may have assumed, or offered to assume, the defense of the Surety upon such claim.
- In any claim or suit hereunder, an itemized statement of the aforesaid losses and expenses or the vouchers or other evidence of disbursement by Surety; shall be prima facie evidence of the fact of the liability hereunder of the Undersigned.
- Surety shall have the right to reimbursement of its expenses, premiums and attorneys' fees, including in-house attorneys' fees, costs and expenses hereunder, irrespective of whether any payment has been made by Surety.
- The Surety shall have the exclusive right for itself and for the Undersigned to decide and determine whether any claim, demand, suit, or judgment shall, on the basis of liability, expediency or otherwise, be paid, settled, defended or appealed, and the Surety's determination shall be final, conclusive and binding upon the Undersigned.
- G. If the Undersigned desire that the Surety litigate a claim or demand, or defend suit, or appeal from such judgment, they shall deposit with the company, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount to be used in paying any judgment rendered, or which might be rendered, against Surety together with interest, costs and attorneys' fees.
- H. The parties agree that the place of performance of this agreement, including the promise to pay Surety, shall be the County of Los Angeles, State of California and venue for any suit. arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
- COLLATERAL SECURITY If a claim or demand is made against Surety, whether disputed or not, or Surety deems it necessary to establish a reserve for potential claims, and upon demand from Surety, the Undersigned shall deposit with Surety cash or other property acceptable to Surety. as collateral security. in a sufficient amount to protect Surety with respect to such claim or potential claims and any expense or attorneys' fees. Such collateral may be held or utilized by Surety until it has received evidence of its complete exoneration

potential claims, and until it has been fully reimbursed for all loss, expense, attorneys' fees and unpaid pren previously deposited with Surety, is deemed insufficient by Surety, the Undersigned agrees to deposit add amount and type acceptable to Surety. This may include the Surety's demand for cash collateral in substitution

Exhibit 1

- 4. ASSIGNMENT As security for the performance of all the provisions of this Agreement, effective as of the date of this Agreement, the Undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the Undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon, said assignment to include but not be limited to:
 - A my and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the Undersigned have an interest.
 - B. All rights arising out of notes, accounts receivable, and any claims of any kind and court actions.
 - C. Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the Undersigned may be entitled, and any and all collateral for the undertakings given by the Undersigned in connection with any contract.
- 5. POWER OF ATTORNEY The Undersigned hereby irrevocably nominates, constitutes, appoints and designates the Surety or its designees as their attorney-in-fact with the power, but not obligation, to exercise all of the rights assigned, transferred and set over to the Surety by the Undersigned in this Agreement, and to make, execute and deliver any and all additional or other assignments, documents or papers, including but not limited to the execution of to further the intent of this Agreement, the endorsement of checks certificate of deposits or other instruments payable to any of the Undersigned, settle all claims and disputes that may arise under the bond or bonds including the execution of releases and settlement documents. The Undersigned hereby ratifies and affirms all acts and actions taken and done by the Surety or its designee as attorney-in-fact.
- 6. WAIVER OF NOTICE -The Undersigned agree that the Surety need not give notice to the Undersigned of any act, fact or information coming to the notice or knowledge of the Surety concerning or affecting Sureties rights or liabilities under any such Bond or Undersigned rights or liabilities hereunder, notice of all such information being hereby expressly waived. The liability of the Undersigned as to the future Bonds of Principal shall not terminate by reason of the failure of Surety to disclose facts known about the Principal, even though such facts materially increase the risk beyond that which the Undersigned might intend to assume. Whether Surety may have reason to believe such facts are unknown to the Undersigned, or whether Surety may have reasonable opportunity to communicate such facts to Undersigned, the Undersigned hereby waives notice and disclosure of such facts or information.
- 7. TERMINATION This Agreement is a continuing obligation of the Undersigned until Surety is exonerated and released from any liability under bonds issued to the Principal. The Undersigned may terminate their liability for any future bonds by written notice to Surety and such termination by a particular Undersigned shall in no way affect the obligation of any other Undersigned who has not given such notice. In order to terminate liability as to future Bonds of Principal, an Undersigned must:
 - A. Give written notice by means of certified mail to Surety at Surety's home office; and
 - B. State in such notice the name of the principal, Undersigned and the effective date (not less than thirty days after receipt thereof of Surety) of termination of such Undersigned's liability for future Bonds.

After the effective date of such termination by giving written notice, the Undersigned shall nonetheless be liable hereunder for Bonds executed or authorized prior to such date, and renewals, substitutions and extensions thereof.

8. GENERAL PROVISIONS

- A. The obligations of the Undersigned hereunder are joint and several. Surety may bring separate suits hereunder against any of the Undersigned as causes of action may accrue hereunder. Surety need not proceed first against the Principal.
- B. Undersigned will procure the discharge and exoneration of Surety from any Bond, and all liability by reason thereof upon the request of Surety.
- C. Undersigned warrants that each of them is specifically and beneficially interested in obtaining each Bond and agrees to pay the initial, renewal, and additional premiums thereon, at the Surety's filed rate at the time of renewal. The Undersigned agree that the initial premium is fully earned upon execution of said Bond.
- D. Surety shall have the right, at its option and in its sole discretion, to issue or decline the execution of any Bond or renewal thereof,
- E. Unless otherwise indicated herein, the Bond furnished by Surety pursuant to this Agreement shall not be applicable to guarantee or insure the Undersigned's operation, management, or control of an ongoing business operation.
- F. Undersigned agrees to give to Surety prompt notice of any facts which might give rise to any claims or suits against Surety upon any Bond.
- G. If the execution of this Agreement by any of the Undersigned be found defective or invalid for any reason, such defect or invalidity shall not affect the validity of this Agreement with respect to any of the other Undersigned. The invalidity of any provision of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this Agreement.
- H. The Surety may, at its option, file or record this Agreement or any other document executed by any or all the Undersigned, individually or jointly, in connection with the application, issuance or execution of any Bond or Bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the Undersigned under this Agreement. A copy or other reproduction of this Agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this Agreement.
- The Surety shall have the right to fill in any blanks and to correct any errors in the documents.
- J. Until Surety shall have been furnished with conclusive evidence of its discharge without loss from any Bonds, and until Surety has been otherwise fully indemnified hereunder provided, Surety shall have right of free access to the books, records and accounts of the Undersigned for the purpose of examining and copying them. The Undersigned hereby authorizes third parties, including but not limited to depositories of funds of the Undersigned, to furnish to Surety any information requested by Surety in connection with any transaction, other persons, firms or entities for the purpose of procuring co-Suretyship or reinsurance or of advising such persons, firms, or entities as it may deem appropriate.
- K. The Undersigned waives any defense that this instrument was executed subsequent to the date of any such Bond, admitting and covenanting that such Bond was executed pursuant to the Undersigned's request and in reliance on the Undersigned's promise to execute this instrument.

- L. This Agreement may not be changed or modified without the written consent of Surety. Any amendment of the Agreement for one of the undersigned shall not release any of the other Undersigned.
- M. In the event any of the Undersigned shall fail to execute this instrument or become insolvent, or in the event any of the Undersigned who execute this Agreement, shall not be bound for any reason, the other Undersigned shall, nevertheless, be bound hereunder for the full amount of the liability as aforesaid.
- N. No course of conduct or failure to timely exercise any rights under this Agreement shall constitute waiver of future enforcement of the rights and obligations hereunder.
- O. The liability of the Undersigned hereunder shall not be affected by: (a) the failure of the Principal to sign any Bond, (b) any claim that other indemnity or security was to have been obtained, (c) the release of any indemnity. (d) the return or the exchange of any collateral that may have been obtained.
- P. The Undersigned and their successors, executors and administrators agree to hold all money or other proceeds derived from the Undersigned actions covered by the bond or bonds for the purpose of performing the duties owed under the bond or bonds and discharging the obligations of the Bond, and for no other purpose until the Bond is completely exonerated.
- CREDIT RELATIONSHIP Each of the Undersigned further affirms that he understands Bonds are a credit relationship and hereby authorizes
 the Surety to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be
 affected or continued.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT THAT SETS OUT RIGHTS AND OBLIGATIONS WHEN YOU SIGN THIS AGREEMENT

Undersigned:

Name of Company

Principal(s): Airi	astTickets, Inc.
Ву	Address 875 3rd Ave., 3rd Floor
Name and Title Nikolas Koklonis CEO & President	New York, NY 10022
By Frant Ten	Address 875 3rd Ave., 3rd Floor
Name and Title Frank Ferro CFO	New York, NY 10022
Ву	Address
Name and Title	
Ву	Address
Name and Title	
Individually/Trust	
Indemnitors:	
By	Address
Ву	Address
Ву	Address
	NAME OF THE PARTY

Date Serionally appeared Name of Notary Notary Public, Notary Public, Name of Notary Notary Public, Name of Notary Name(s) of Signer(s) Name(s	State of	ACKNOWLEDGMENTS	
Date before me,			
Name of Notary Name of Notary			, a Notary Public
ho proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within strument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ice), and that by signatures. certify under PENALTY OF PERJURY under the laws of the State of NEW YORK (Seat) Signature of Natary Public (Seat) NOTARY PUBLIC, SIATE OF NEW YORK (OCCAPACING) COUNTY OF DESCRIPTION OF THE STATE OF NATURY Public (Seat) Notary	Date	Name of Notary	
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INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

In consideration of American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company and/or United States Surety Company referred to hereafter as "Surety," Issuing the bond applied for, or any bond(s) in substitution for or in succession of the said bond(s), or any increase or extension of time of the said bond(s), or any new bond or any modifications, renewal or continuation of any of the foregoing, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory

evidence of termination of the Surety's liability is furnished to the Surety.

To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.

The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. The undersigned hereby grants the Obligee the authority to release to the Surety and its authorized representatives, any and all relevant information necessary for the underwriting of this bond.

The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's

rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.

- The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or sult shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facle evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
- ASSIGNMENT As security for the performance of all the provisions of this agreement, effective as of the date of this agreement, the undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon, said assignment to include but not be limited to:

a. Any and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other

contracts, in which any of the undersigned have an interest.

All rights arising out of notes, accounts receivable, and any claims of any kind and court actions.

Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the undersigned may be entitled, and

any and all collateral for the undertakings given by the undersigned in connection with any contract.

The Surety may, at its option, file or record this agreement or any other document executed by any or all the undersigned, individually or jointly, in connection with the application, issuance or execution of any bond or bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the undersigned under this agreement. A copy or other reproduction of this agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this agreement.

Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County.

California.

- The obligations of the undersigned are in addition to and cumulative of all other flabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and
- 10. Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s)

IMPORTANT SIGNATURE INSTRUCTIONS

If sole owner, applicant and applicant spouse must sign as an authorized representative and individually.

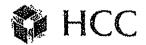
If a partnership, an authorized partner must sign as the authorized representative and individually. All authorized partners and spouses must sign. if a limited liability company, the managing member must sign as authorized representative and individually. All members and spouses must sign. if a corporation, the president must sign as authorized representative and individually. All stockholders of 10% or more and spouses must sign.

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Signed, sworn to and dated this day	SICE, SOCIASIO TO
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NOTARY ACKNOWLEDGEMENT FOR HCC SURETY GROUP MULTI APPLICATION

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MCC Surety Group 601 S. Copperca Street, Soite 1600. Los Angeles, Uniflornia 9000' mula 31d 649 (1991) - Lecstonie 310 649 (1417)

COLLATERAL SECURITY AGREEMENT AND RECEIPT

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Page Lof6

AGREEMENTS AND CONDITIONS

A. Purpose and Use of Collateral

- 1. Por valuable consideration, receipt of which is hereby acknowledged, the Owner hereby grants a security interest in the Collateral together with any proceeds, product, increase in value and income including rents thereon, and any additional or replacement collateral. The Collateral is hereby pledged, whether held by a third party or deposited with the Surety, as security to unconditionally and fully protect the Surety in connection with any and all bonding obligations as may exist or be created in the future between the Owner, the Principal, any current of hereafter created or acquired subsidiary, affiliate, joint venture, or other legal entity in which the Owner or Principal has a substantial, material, or beneficial interest, or any other third party at the request of the Owner, Principal or Indemnitors. The Surety may enforce the terms of the Collateral Security Agreement and Receipt (hereinafter, the "Agreement") to protect and/or reimburse the Surety:
 - i. For the enforcement and fulfillment of the provisions of the General Indemnity Agreement, Agreement of Indemnity, and/or other indemnity agreement (hereinafter, the "Indemnity Agreement");
 - ii. Against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses, investigative fees and expenses, accountants' fees and expenses, engineering and other professional or consultants' fees and expenses of any kind, in-house attorneys' fees and expenses, interest, court costs and any and all other types of losses, costs or expenses of whatsoever kind or nature, which the Surety may sustain and/or incur and which arise by reason of or in any manner in consequence of, no matter how remotely, the execution or procurement by the Surety of any bonds issued or procured by the Surety on behalf of the Principal, recognizance, undertaking or other obligation, regardless of when issued or incurred (all of which, together with any continuations and modifications thereof, are hereinafter referred to as the "Bonds"), heretofore or hereafter executed, assumed or procured by the Surety at the instance or request or on behalf of either the Owner or the Principal;
 - iii. For the payment of all premiums on such Bonds and all other items of indebtedness due to the Surety and/or its agent from the Principal or Owner;
 - iv. For the performance of every agreement (including continuations or modifications thereof, with or without consent of the Owner) made by the Owner or by any Principal concerning said Bonds;
 - v. To secure and indemnify the Surety from any and all losses, costs, interests, expenses, and/or legal fees which Surety may incur or become liable for under the terms and provisions of all the agreements provided by the Owner and/or the Principal to the Surety, including but not limited to any Indemnity Agreement.
 - 2. To accomplish the purposes of such Collateral deposit, the Surety is authorized, and hereby appointed as attorney-in-fact for the Owner to act at any time and without notice or legal process, to sell, cash, surrender and use said Collateral, and to apply the Collateral or any proceeds to payment of or reimbursement in accordance with the terms of the Indemnity Agreement, as it may elect; and, at its option and in its sole discretion, to sell any of said Collateral security at public or private sale to itself or to any person, or to deposit, liquidate, convert, cash, exchange, renew or dispose of said Collateral or the proceeds thereof, in any manner, in such form and on such terms as it deems proper.
 - Owner represents him/her/itself to be the sole owner(s) of the Collateral, and agrees to save the Surety harmless from any loss, costs, expenses, damages or attorneys' fees arising from claims to any part of the Collateral by any person(s) and/or entity claiming adversely to the Owner or Surety. The Undersigned hereby appoints the Surety or the Surety's fawfully designated representative to execute any form(s) or document(s) which may be necessary to perfect the Surety's lien(s) on such Collateral including but not limited to forms proscribed by the Uniform Commercial Code such as form UCC-1, UCC-2 and UCC-3.
 - 4. If the Collateral, any substitutions thereof, or additions thereto, shall for any reason be of a value insufficient for the Surety's protection, in the Surety's opinion, the Owner and/or the Principal shall, upon demand, deposit additional collateral satisfactory to the Surety, of a value at least equal to the amount of the Bonds. If the Owner and/or the Principal do not deposit additional collateral within five (5) days after demand, the Surety may sell, deposit, invest, convert, cash, liquidate, exchange, renew, or dispose of the Collateral, at its discretion, including a public or private sale and the Surety may be the purchaser at such sale.
 - The Surety shall not be liable for any loss or depreciation of the Collateral or the proceeds thereof, or damage thereto, and the Surety assumes no responsibility for the earning of any income thereon. In connection with any certificate of deposit or any other instrument evidencing the deposit of money with any person, firm or corporation included in the Collateral, it is understood that the Owner has selected the depository, or appointed the Surety to select the depository and the Owner assumes full responsibility for the safety of the deposited funds.

Page 2 of 6

B. Types of Collateral

- 1. Cash. If the Collateral pledged herein is in the form of each, the Collateral is being delivered to the Surety to be held in the Surety's name. Ownership and control of the Collateral is vested in the Surety until all Bonds are exonerated in accordance with Section D of this Agreement. The Surety will pay simple interest at a rate of one half of one percent (0.5%) per annum. The Surety is entitled to retain any amount of accrued interest earned in excess of the stated rate. If paid, interest will be paid in accordance with Section D of this Agreement as long as the Owner delivers to the Surety an executed IRS Form W-9 or W-8. When IRS Form W-8 is applicable, the Surety will withhold U.S. tax as required by IRS Pub. 515. In the event the Owner fails to deliver to Surety an executed IRS Form W-9 or W-8 within thirty (30) days subsequent to the release of Collateral to the Owner, the Owner shall forfeit all rights to interest. Notwithstanding anything to the contrary in this Agreement, any interest paid to the Owner upon the release of the Collateral may be greater than or less than the interest received by the Surety on such Collateral. Interest shall not be paid on Collateral deposited with the Surety for ninety (90) days or less.
- 2. <u>Irrevocable Letter of Credit.</u> If the Collateral piedged herein is in the form of an Irrevocable Letter of Credit (hereinafter "ILOC"), it is the responsibility of the Owner and/or Principal to provide the Surety with a notice of renewal of that ILOC at least forty-five (45) days prior to its expiration date. This responsibility of renewal by the Owner and/or Principal shall continue for every renewal period unless the Owner and/or Principal receive written notification from the Surety that no renewal will be required. Should the Owner and/or Principal fail to provide a notice of renewal to the Surety within the time allowed under this paragraph then the Surety may require the Owner and/or Principal to pay a nonrefundable processing fee of \$300:00 to the Surety and any other actual expenses incurred by the Surety in obtaining such a renewal. In addition to this fee, the Surety may exercise its right to draw on the ILOC and such proceeds shall be considered substitute Collateral under this Agreement.

The Surety reserves the right, in its sole and absolute discretion, to accept or reject the issuing bank of the ILOC. At any time following receipt of an ILOC by the Surety, the Surety may, in its sole and absolute discretion, demand a replacement ILOC from a different issuing bank. The Owner and/or Principal shall, upon demand by the Surety, provide a replacement conforming ILOC within ten (10) calendar days. Should the Owner and/or Principal fail to provide a replacement ILOC to the Surety within the time allowed under this paragraph, the Surety may exercise its right to draw on the ILOC and such proceeds shall be considered substitute Collateral under this Agreement and/or require the Owner and/or Principal to pay a nonrefundable processing fee of \$300.00 to the Surety in addition to any other actual expenses incurred by the Surety in obtaining such a renewal.

The Surety, in its sole and absolute discretion, may draw up to the full amount of the ILOC to satisfy any claims made or may be made on/against the Surety and/or all items of indebtedness due to the Surety under or for said Bonds whether known or unknown to the Surety at the time of the draw.

- 3. Real Property. If the Collateral is a security interest in real property, the Surety may require the Owner and/or Principal to pay a file initiation and processing fee of \$350.00 in addition to any actual expenses incurred by the Surety, whichever is greater. Upon the Surety's approved release of such Collateral, the Surety may require the Owner and/or Principal to pay a nonrefundable reconveyance fee which will not exceed the maximum allowed by law at the time the reconveyance is executed.
- 4. Scourities. In the event non-interest bearing securities or instruments are deposited with the Surety as Collateral, there shall be no duty on the part of the Surety to deposit or place such Collateral in an interest-bearing account or arrangement, or segregate funds, securities or other instruments from others held by the Surety.
- 5. <u>Miscellaneous.</u> All other types of property deposited with and/or assigned to the Surety as Collateral shall be subject to the terms of this Agreement.

C. Substitution of Collateral

- 1. Any substitution of the Collateral shall be at the discretion of Surety as to the value, form, and source and the Owner agrees that any substitution shall be subject to the terms of this Agreement and of any Indomnity Agreement.
- 2. Should the Owner and/or Principal:
 - i. Request the Surety to substitute the Collateral;
 - II. Request the Surety to subordinate its previously secured interest in real property; or
 - ili. Request a change or alteration, in any manner, of the Collateral

the Owner and/or Principal acknowledge that the Surety may require the Owner and/or Principal to pay, in advance to the Surety, a nonrefundable file initiation and processing fee of \$300.00 and any expenses incurred in acting upon the Owner and/or Principal's request. The Owner and/or Principal agree that the Surety is under no obligation to comply with any requests and all prepaid fees are nonrefundable.

D. Release of Collateral

- 1. In General. The Surety may consider release of the Collateral upon its receipt of written evidence and/or information satisfactory to the Surety in the Surety's sole discretion) of the following:
 - i. Discharge and exoneration from all liability under the Bonds;
 - ii. Proof of ownership of the collateral by the applicant requesting its release; and
 - ili. Payment of all amounts due to the Surety from the Owner and/or Principal as provided herein and/or in any Indemnity . Agreement.

The Owner and Principal recognize that differences of opinion with regard to proof of ownership and of termination of the Surety's liability require the giving of considerable latitude to the Surety in the determination of what evidence is satisfactory. In the event the Surety determines the evidence is satisfactory to support a release of the Collateral, the Surety shall, within a reasonable period of time, return the Collateral or the proceeds thereof, less any deductions pursuant to the terms of this Agreement and/or any indemnity Agreement.

- 2. <u>Bond Specific Collateral Release.</u> Release of the Collateral by the Surety will further be determined in accordance with the specific types of said Bonds as detailed hereinbelow:
 - i. Contract and Subdivision Bonds. The Surety will retain the Collateral for a minimum of ninety (90) days after project or contract completion and acceptance by the Owner/Obliges. Upon expiration of ninety (90) days from acceptance by the Owner/Obliges, the Surety will consider releasing the Collateral if the following conditions are met:
 - a. There are no circumstances which may cause a claim, in the sole judgment of the Surety;
 - b. No claim has been made against any Bonds for which the Collateral was posted;
 - c. The Principal has fulfilled all obligations under the terms of the bonded contract(s).
 - ii. Court Bonds. There are various means of exonerating a court bond, i.e. final judgment, stipulation, dismissal, etc. The Owner agrees to submit documents to be considered for exoneration to the Surety (prior to execution or filing of said documents with any court) for the Surety's pre-approval.
 - iii. Lost Note Bonds. The Surety will consider releasing the Collateral upon receipt by the Surety of evidence which demonstrates one or more of the following events has/have occurred:
 - a. Final judgment confirming quiet of title in layor of the Principal;
 - b. Recorded substitution of trustee and deed of full reconveyance executed by deed of trust beneficiary; or
 - c. Expiration of all applicable statute of limitations.
 - iv. <u>Lien Release Bonds.</u> The Surety will consider a release of the lien release bond in the form approved by the Surety and executed by the Obligeo, or a final judgment fully exonerating the Surety from the lien release bond.
 - v. All Other Bonds or Classes of Business. The Surety will consider releasing the Collateral based on its review of underwriting and other criteria which may be in force at the time of the request for release of the Collateral.
 - 3. Until the requirements of Section D(2) of this Agreement are satisfied, the Surety will not consider release of the Collateral and will have no obligation to the Owner of the Collateral to release the Collateral. Upon exoneration of said Bonds, the Collateral held by the Surety may be subject to state unclaimed property laws.

E. Additional Collateral Provisions

- 1. This Agreement may not be modified, amended, assigned, negotiated, transferred or changed without the express written consent of a duly authorized officer of the Surety.
- 2. By exercising or failing to exercise any of its rights, options or elections hereunder, the Surety shall not be deemed to have waived any breach or default on the part of any of the Owner and/or Principal or to have released any undersigned from any Owner and/or Principal of his/her/its/their obligations hereunder, unless such waiver or release is in writing and is signed by a

Page 4 of 6

	BCCS82/1824 (0/1)

duly authorized officer of the Surety. In addition, the waiver by the Surety of any breach or default hereunder shall not be deemed to constitute a waiver of any succeeding breach or default.

- 3. The Surety, the Owner, and the Principal agree that the place of performance of this Agreement, including the promise to pay the Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be, at Surety's option, the location of the collateral or Los Angeles County, California.
- 4. All provisions of the Indemnity Agreement are incorporated herein by reference. The Owner understands that he/she/it is entitled to receive a copy of the Indemnity Agreement and the Surety agrees to provide said copy to the Owner, upon request.
- 5. It is understood and agreed by the Owner and Principal that the rights, powers and remedies given to the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers and remedies which the Surety may have or acquire against the undersigned or others whether by the terms of any other agreement, including the Indemnity Agreement, or by operation of law or otherwise.
- 6. The Surety shall be under no obligation to proceed against any or all of the Collateral before proceeding against any Principal or indemnitor of any Indemnity Agreement.
- 7. If any part of this Agreement is found by a court of competent jurisdiction to be contrary to law, only that part of the Agreement is null and void and the balance of the Agreement continues in force until terminated or amended.

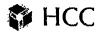
Dated at	New York, NY	this	6th	_of
Lynn Ma	torjey-in-l'act cci of Authorized Attorney-in-Fact	ci		OWNER - Collateral By: Signature of Officer and/or Individually Airfast Tickets, Inc Nikolas Koklonis, CEO & President Print Name of Owner
Nikolas k	s Obter and conndividually Caklonis, CEO & President of Authorized Agent of Principal			OWNER - Collateral By: Signature, as Officer and/or Individually Print Name of Owner
Frank Fo	as Officer and/or Individually			OWNER - Collateral By: Signature, as Officer and/or Individually
Print Nam	e of Authorized Agent of Princing	ıl		Print Name of Owner

STATE OF 150 40 EK) COUNTY OF SQUEENS) On Z(15) zo 2 before me, MANNA C. CASCAR TO SHE A notary public, personally appeared NIKOLAOS KOKKONIS & FRONK FRANCHO proved to me on the basis of sallsfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of 1000 that the foregoing paragraph is true and correct WITNESS my hand and official seal. (Signature of Notary Public) AYANNA K CADOGAN ROBERTSON NOTARY PUBLIC, STATE OF NEW YORK NO. 010A6202670 . QUALIFIED IN QUEENS COUNTY CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC COMM: EXP. 3/23/2013 STATE OF ______) COUNTY OF ______) capacity(ies), and that by his/hor/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted. executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of ______ that the foregoing paragraph is true and correct. WITNESS my hand and official seal. (Signature of Notary Public)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

Page 6 of 6

BCCSZZEKZAROTO



purposes,

GENERAL INDEMNITY AGREEMENT (Commercial Bonds / Non-Contract Bonds)

This Agreement of Indemnity, made and entered into this 6th day of December , 2012 is executed by the U	Indersigned for
the purpose of indemnifying American Contractors Indemnity Company. Texas Bonding Company. United States Surety Compan	• •
Insurance Company and/or HCC Surety Group, herein referred to as "Surety," in connection with any Bonds written on behalf of	
AirfastTickets, Inc. , herein referred to as "Principal."	
1. DEPINITIONS - The following definitions apply in this Agreement:	
Bond - Any contractual obligation undertaken by Surety for Principal, before or after the date of this Agreement and any renevextension of said obligation.	val or
Principal- The person(s) or entity(ies) set forth above or any one of them or any combination thereof, or their successors in whether alone or joint venture with others named herein or not.	interest.
Surety - American Contractors Indennity Company, Texas Bonding Company. United States Surety Company, U. S. Special Company and/or HCC Surety Group and any other person(s) or entity(les) which the Surety may procure to act as a Surety or on any Bond, or any other person or entity who executes a Bond at the request of the Surety.	
Indemnity Agreement - This term shall also include all other documents executed by the Undersigned or any one of them in a with the issuance of any obligation prior to or subsequent to the date of this Agreement, These documents are incorporated her	

Undersigned - The executing parties to this Agreement as well as any other party executing a bond obligation covered by this Agreement. Each of the Undersigned are jointly and severally obligated under this Agreement.

INDEMNITY - In consideration of the execution and delivery by the Surety of a Bond or Bonds on behalf of the Principal, either prior to, in connection with or subsequent to this Agreement, the Undersigned agrees to exonerate, indemnify and hold the Surety harmless from and against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses of whatever kind or nature (including, but not limited to. interest, court costs and counsel fees) which arise by reason of, or in consequence of, the execution by the Surety of any Bond on behalf of the Principal and whether or not the Surety shall have paid any sums in partial or complete payment thereof, including but not limited to: sums paid including interest, liabilities incurred in settlement of claims, expenses paid or incurred in connection with claims, suits, or judgments under such Bonds; expenses paid or incurred in enforcing the terms of this Agreement; expenses paid or incurred in procuring or attempting to procure release from liability under its Bond by Surety; expenses incurred in recovering or attempting to recover losses or expenses paid or incurred; attorneys fees and all legal or professional services; adjustment of claims; premiums on Bonds Issued by Surety on behalf of the Principal; or monies advanced or

In furtherance of such indemnity:

- The liability of the Undersigned shall extend to and include all amounts paid by the Surety in good faith under the belief that the Surety was or might be liable, or that such payments were necessary or advisable to protect any of Surety's rights.
- B. Surety shall have the right to incur such expenses in handling a claim as it shall deem necessary, including but not limited to the expense for investigative, accounting, collection, litigation costs and legal services (including in-house counsel).
- Surety shall have all rights set out herein, irrespective of the fact that the Undersigned may have assumed, or offered to assume, the defense of the Surety upon such claim.
- In any claim or suit hereunder, an itemized statement of the aforesaid losses and expenses or the vouchers or other evidence of disbursement by Surety; shall be prima facie evidence of the fact of the liability hereunder of the Undersigned.
- Surety shall have the right to reimbursement of its expenses, premiums and attorneys' fees, including in-house attorneys' fees, costs and expenses hereunder, irrespective of whether any payment has been made by Surety.
- The Surety shall have the exclusive right for itself and for the Undersigned to decide and determine whether any claim, demand, suit, or judgment shall, on the basis of liability, expediency or otherwise, be paid, seltied, defended or appealed, and the Surety's determination shall be final, conclusive and binding upon the Undersigned.
- G. If the Undersigned desire that the Surety litigate a claim or demand, or defend suit, or appeal from such judgment, they shall deposit with the company, at the time of such request, each or collateral satisfactory to the Surety in kind and amount to be used in paying any judgment rendered, or which might be rendered, against Surety together with interest, costs and attorneys' fees.
- II. The parties agree that the place of performance of this agreement, including the promise to pay Surety, shall be the County of Los Angeles, State of California and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
- COLLATERAL SECURITY If a claim or demand is made against Surety, whother disputed or not, or Surety deems it necessary to establish a reserve for potential claims, and upon demand from Surety, the Undersigned shall deposit with Surety cash or other property acceptable to Surety. as collateral security. In a sufficient amount to protect Surety with respect to such claim or potential claims and any expense or attorneys' fees. Such collateral may be held or utilized by Surety until it has received evidence of its complete exoneration

Such collateral may be held or utilized by Surety until it has received evidence of its complete exoneration potential claims, and until it has been fully reimbursed for all loss, expense, attorneys' fees and unpaid promit Quig - GIA + opp. previously deposited with Surety, is deemed insufficient by Surety, the Undersigned agrees to deposit addit amount and type acceptable to Surety. This may include the Surety's domand for cash collateral in substitution fi

Exhibit

- 4. ASSIGNMENT As security for the performance of all the provisions of this Agreement, effective as of the date of this Agreement, the Undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the Undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon, said assignment to include but not be limited to:
 - A my and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the Undersigned have an interest.
 - B. All rights arising out of notes, accounts receivable, and any claims of any kind and court actions,
 - C. Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the Undersigned may be entitled, and any and all collateral for the undertakings given by the Undersigned in connection with any contract.
- 5. POWER OF ATTORNEY The Undersigned hereby irrevocably nominates, constitutes, appoints and designates the Surety or its designees as their attorney-in-fact with the power, but not obligation, to exercise all of the rights assigned, transferred and set over to the Surety by the Undersigned in this Agreement, and to make, execute and deliver any and all additional or other assignments, documents or papers, including but not limited to the execution of to further the intent of this Agreement, the endorsement of checks certificate of deposits or other instruments payable to any of the Undersigned, settle all claims and disputes that may arise under the bond or bonds including the execution of releases and settlement documents. The Undersigned hereby ratifies and affirms all acts and actions taken and done by the Surety or its designee as attorney-in-fact.
- 6. WAIVER OF NOTICE -The Undersigned agree that the Surety need not give notice to the Undersigned of any act, fact or information coming to the notice or knowledge of the Surety concerning or affecting Sureties rights or liabilities under any such Bond or Undersigned rights or liabilities hereunder, notice of all such information being hereby expressly waived. The liability of the Undersigned as to the future Bonds of Principal shall not terminate by reason of the failure of Surety to disclose facts known about the Principal, even though such facts materially increase the risk beyond that which the Undersigned might intend to assume. Whether Surety may have reason to believe such facts are unknown to the Undersigned, or whether Surety may have reasonable opportunity to communicate such facts to Undersigned, the Undersigned hereby waives notice and disclosure of such facts or information.
- 7. TERMINATION This Agreement is a continuing obligation of the Undersigned until Surety is exonerated and released from any liability under bonds issued to the Principal. The Undersigned may terminate their liability for any future bonds by written notice to Surety and such termination by a particular Undersigned shall in no way affect the obligation of any other Undersigned who has not given such notice. In order to terminate liability as to future Bonds of Principal, an Undersigned must:
 - A. Give written notice by means of certified mail to Surety at Surety's home office; and
 - B. State in such notice the name of the principal, Undersigned and the effective date (not less than thirty days after receipt thereof of Surety) of termination of such Undersigned's liability for future Bonds.

After the effective date of such termination by giving written notice, the Undersigned shall nonetheless be liable hereunder for Bonds executed or authorized prior to such date, and renewals, substitutions and extensions thereof.

8. GENERAL PROVISIONS

- A. The obligations of the Undersigned hereunder are joint and several. Surety may bring separate suits hereunder against any of the Undersigned as causes of action may accrue hereunder. Surety need not proceed first against the Principal.
- B. Undersigned will procure the discharge and exoneration of Surety from any Bond, and all liability by reason thereof upon the request of Surety.
- C. Undersigned warrants that each of them is specifically and beneficially interested in obtaining each Bond and agrees to pay the initial, renewal, and additional premiums thereon, at the Surety's filed rate at the time of renewal. The Undersigned agree that the initial premium is fully earned upon execution of said Bond.
- D. Surety shall have the right, at its option and in its sole discretion, to issue or decline the execution of any Bond or renewal thereof,
- E. Unless otherwise indicated herein, the Bond furnished by Surety pursuant to this Agreement shall not be applicable to guarantee or insure the Undersigned's operation, management, or control of an ongoing business operation.
- F. Undersigned agrees to give to Surety prompt notice of any facts which might give rise to any claims or suits against Surety upon any Bond.
- G. If the execution of this Agreement by any of the Undersigned be found defective or invalid for any reason, such defect or invalidity shall not affect the validity of this Agreement with respect to any of the other Undersigned. The invalidity of any provision of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this Agreement.
- II. The Surety may, at its option, file or record this Agreement or any other document executed by any or all the Undersigned, individually or jointly, in connection with the application, issuance or execution of any Bond or Bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filling or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the Undersigned under this Agreement. A copy or other reproduction of this Agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this Agreement.
- I. The Surety shall have the right to fill in any blanks and to correct any errors in the documents.
- J. Until Surety shall have been furnished with conclusive evidence of its discharge without loss from any Bonds, and until Surety has been otherwise fully indemnified hereunder provided, Surety shall have right of free access to the books, records and accounts of the Undersigned for the purpose of examining and copying them. The Undersigned hereby authorizes third parties, including but not limited to depositories of funds of the Undersigned, to furnish to Surety any information requested by Surety in connection with any transaction, other persons, firms or entities for the purpose of procuring co-Suretyship or reinsurance or of advising such persons, firms, or entities as it may deem appropriate.
- K. The Undersigned waives any defense that this instrument was executed subsequent to the date of any such Bond, admitting and covenanting that such Bond was executed pursuant to the Undersigned's request and in reliance on the Undersigned's promise to execute this instrument.

- 1. This Agreement may not be changed or modified without the written consent of Surety. Any amendment of the Agreement for one of the undersigned shall not release any of the other Undersigned.
- M. In the event any of the Undersigned shall fail to execute this instrument or become insolvent, or in the event any of the Undersigned who execute this Agreement, shall not be bound for any reason, the other Undersigned shall, nevertheless, be bound hereunder for the full amount of the liability as aforesaid.
- N. No course of conduct or failure to timely exercise any rights under this Agreement shall constitute waiver of future enforcement of the rights and obligations hereunder.
- O. The liability of the Undersigned hereunder shall not be affected by: (a) the failure of the Principal to sign any Bond, (b) any claim that other indemnity or security was to have been obtained. (c) the release of any indemnity. (d) the return or the exchange of any collateral that may have been obtained.
- P. The Undersigned and their successors, executors and administrators agree to hold all money or other proceeds derived from the Undersigned actions covered by the bond or bonds for the purpose of performing the duties owed under the bond or bonds and discharging the obligations of the Bond, and for no other purpose until the Bond is completely exonerated.
- CREDIT RELATIONSHIP Bach of the Undersigned further affirms that he understands Bonds are a credit relationship and hereby authorizes
 the Surety to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be
 affected or continued.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT THAT SETS OUT RIGHTS AND OBLIGATIONS WHEN YOU SIGN THIS AGREEMENT

Undersigned:

Name of Company

Principal(s): Airfa	stTickets, Inc.		
Вух	Address 875 3rd Ave., 3rd Floor		
Name and Title Wikolas Koklonis CEO & President	New York, NY 10022		
By Frank Few	Address 875 3rd Ave., 3rd Floor		
Name and Title Frank Perro CFO	New York, NY 10022		
Ву	Address		
Name and Title			
Ву	Address		
Name and Title			
Individually/Trust			
Indemnitors:			
By	Address		
Ву	Address		
Ву	Address		

State of	ACKNOWLEDGMENTS	
C'ounty of		
		, a Notary Public.
Date	Name of Notary	
personally appeared	Name(s) of Signer(s)	Tribited the contribution of the Contribution
	Hame(s) to Signe(s)	
instrument and acknowledged to me that h	ctory evidence to be the person(s) whose name(s) is/an ac/she/they executed the same in his/her/their authorize the person(s), or the entity upon behalf of which the person(s).	d capacity(ies), and that by
I certify under PENALTY OF PERJUR' paragraph is true and correct.	Y under the laws of the State of MEW LOE	that the foregoing
WITNESS my hand and official seal.		
Signature V C	Scal)	SON :
	of Notary Public, STATE OF NEV	W YORK
State of NED WEX	NO. 01CA6202670 QUALIFIED IN QUEENS COU	Arty
County of ONE NS	COMM. EXP. 3/23/2013	
On 12/3/2012 before me,	Name of Notary	Notary Public,
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paragraph is true and correct.	RY under the laws of the State of	that the foregoing
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instrument and acknowledged to me that his/her/their signature(s) on the instrumer instrument.	Factory evidence to be the person(s) whose name(s) is the/she/they executed the same in his/her/their authority the person(s), or the entity upon behalf of which the PRY under the laws of the State of	zed capacity(ies), and that by person(s) acted, executed the
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Signature	(Scal)	

Signature of Notary Public

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INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

In consideration of American Contractors Indemnity Company, Texas Bending Company, U. S. Specialty Insurance Company and/or United States Surety Company referred to hereafter as "Surety," Issuing the bond applied for, or any bond(s) in substitution for or in succession of the said bond(s), or any increase or extension of time of the said bond(s), or any new bond or any modifications, renewal or continuation of any of the foregoing, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.

To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.

The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. The undersigned hereby grants the Obligee the authority to release to the Surety and its authorized representatives, any and all relevant information necessary for the underwriting of this bond.

The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's

rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.

The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facile evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.

ASSIGNMENT - As security for the performance of all the provisions of this agreement, effective as of the date of this agreement, the undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation

thereon, said assignment to include but not be limited to:

Any and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the undersigned have an interest.

All rights arising out of notes, accounts receivable, and any claims of any kind and court actions. h.

Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the undersigned may be entitled, and

any and all collateral for the undertakings given by the undersigned in connection with any contract.

The Surety may, at its option, file or record this agreement or any other document executed by any or all the undersigned, individually or jointly, in connection with the application, issuance or execution of any bond or bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the undersigned under this agreement. A copy or other reproduction of this agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this agreement.

Surely and undersigned agree that the place of performance of this agreement, including the promise to pay Surely, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County,

California.

- The obligations of the undersigned are in addition to and cumulative of all other liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and
- Unless specified by law or stated in the bond that the bond cannot be cancelled, Surely may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s)

IMPORTANT SIGNATURE INSTRUCTIONS

If sole owner, applicant and applicant spouse must sign as an authorized representative and individually.

If a partnership, an authorized partner must sign as the authorized representative and individually. All authorized partners and spouses must sign. if a limited ilability company, the managing member must sign as authorized representative and individually. All members and spouses must sign. if a corporation, the president must sign as authorized representative and individually. All stockholders of 10% or more and spouses must sign.

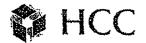
Each Signature Must Be Notarized

Signed, swom to and dated this day	10 2002 , 2002 10
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x Vano	x Marsh
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NOTARY ACKNOWLEDGEMENT FOR HCC SURETY GROUP MULTI APPLICATION

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certify under PENAL	TY OF PERJURY under the laws of the	e State of N=20 Voc	that the foregoing paragraph is true and correct.
WITNESS my hand a	nd official seal.		
Signature	- C Cidosa - 3d	Seal)	AYANNA K CADOGAN ROBERTSON NOTARY PUBLIC, STATE OF NEW YORK
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his/her/their authori	person(s) whose name(s) is/are subscr zed capacity(les), and that by his/her ecuted the instrument.	ribed to the within instrumer ritheir signature(s) on the	who proved to me on the basis of satisfactor and acknowledged to me that he/she/they executed the same linstrument the person(s), or the entity upon behalf of which the
I certify under PENA	ALTY OF PERJURY under the laws of	the State of	that the foregoing paragraph is true and correct.
WITNESS my hand			
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No.	1157



HCC Surety Group 60 S. Figueron Street, Suite 1600. Los Angeles, California 98017 nuño 310 649 0990 - Bestante 316 649 (1416

COLLATERAL SECURITY AGREEMENT AND RECEIPT

Principal(s)	d 	AirfastTickets	, Inc.	
	:(Name(s) as it u	ppear(s) on the General Indomnity Ag	reement)	The state of the s
	875 3rd Ave., 3rd Floor	New York	NY	10022
	(Street)	(City)	(State)	(Zip)
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		(Neme)		
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	(Street)	(City)	(State)	(Zíp)
Social Sco	rity # or Tax 1.D. #:	45-4321505	9°4°4 110 100	
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DESCRIP	ons hereinafter stated:			
1. Letter of	f Credit for: \$	2. Dec	ed/Mortgage: \$	THE BOOMER AND REPORTED A LIBERT SEASON OF COMPANY SAFERY COMPANY COMPANY OF A COMPANY COMPANY OF SAFERY COMPANY
Issue Date	Expiration Date:		Address:	
Bank (Nan	ne, Address & Ph):			
be a con	Trust/Mortgage is incorporated herei dition of default under the Deed of T ent, Deed of Trust/Mortgage shall be	rust/Mortgage. Should terms		
3. Other: (cash, cash equivalents, stocks, bonds	, etc.) Wire transfer in the am	ount of \$70,000 from City	bank N.A. in New York, NY
for bonds	#1000937865 (\$25K), #1000937866	(\$10K), #1000937867 (\$25K)) and #1000937868 (\$10K).
			Militari di Malaka Malaka Malaka na kata ka na kata ka na ka n	

Page I of 6

AGREEMENTS AND CONDITIONS

A. Purpose and Use of Collateral

- 1. For valuable consideration, receipt of which is hereby acknowledged, the Owner hereby grants a security interest in the Collateral together with any proceeds, product, increase in value and income including rents thereon, and any additional or replacement collateral. The Collateral is hereby pledged, whether held by a third party or deposited with the Surety, as security to unconditionally and fully protect the Surety in connection with any and all bonding obligations as may exist or be created in the future between the Owner, the Principal, any current or hereafter created or acquired subsidiary, affiliate, joint venture, or other legal entity in which the Owner or Principal has a substantial, material, or beneficial interest, or any other third party at the request of the Owner, Principal or Indemnitors. The Surety may enforce the terms of the Collateral Security Agreement and Receipt (hereinafter, the "Agreement") to protect and/or reimburse the Surety:
 - i. For the enforcement and fulfillment of the provisions of the General Indemnity Agreement, Agreement of Indemnity, and/or other indemnity agreement (hereinafter, the "Indemnity Agreement");
 - ii. Against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses, investigative fees and expenses, accountants' fees and expenses, engineering and other professional or consultants' fees and expenses of any kind, in-house attorneys' fees and expenses, interest, court costs and any and all other types of losses, costs or expenses of whatsoever kind or nature, which the Surety may sustain and/or incur and which arise by reason of or in any manner in consequence of, no matter how remotely, the execution or procurement by the Surety of any bonds issued or procured by the Surety on behalf of the Principal, recognizance, undertaking or other obligation, regardless of when issued or incurred (all of which, together with any continuations and modifications thereof, are hereinafter referred to as the "Bonds"), heretofore or hereafter executed, assumed or procured by the Surety at the instance or request or on behalf of either the Owner or the Principal;
 - iii. For the payment of all premiums on such Bonds and all other items of indebtedness due to the Surety and/or its agent from the Principal or Owner;
 - iv. For the performance of every agreement (including continuations or modifications thereof, with or without consent of the Owner) made by the Owner or by any Principal concerning said Bonds;
 - v. To secure and indemnify the Surety from any and all losses, costs, interests, expenses, and/or legal fees which Surety may incur or become liable for under the terms and provisions of all the agreements provided by the Owner and/or the Principal to the Surety, including but not limited to any Indemnity Agreement.
 - 2. To accomplish the purposes of such Collateral deposit, the Surety is authorized, and hereby appointed as attorney-in-fact for the Owner to act at any time and without notice or legal process, to sell, cash, surrender and use said Collateral, and to apply the Collateral or any proceeds to payment of or reimbursement in accordance with the terms of the Indemnity Agreement, as it may elect; and, at its option and in its sole discretion, to sell any of said Collateral security at public or private sale to itself or to any person, or to deposit, liquidate, convert, cash, exchange, renew or dispose of said Collateral or the proceeds thereof, in any manner, in such form and on such terms as it deems proper.
 - Owner represents him/her/itself to be the sole owner(s) of the Collateral, and agrees to save the Surety harmless from any loss, costs, expenses, damages or attorneys' fees arising from claims to any part of the Collateral by any person(s) and/or entity claiming adversely to the Owner or Surety. The Undersigned hereby appoints the Surety or the Surety's lawfully designated representative to execute any form(s) or document(s) which may be necessary to perfect the Surety's lien(s) on such Collateral including but not limited to forms proscribed by the Uniform Commercial Code such as form UCC-1, UCC-2 and UCC-3.
 - 4. If the Collateral, any substitutions thereof, or additions thereto, shall for any reason be of a value insufficient for the Surety's protection, in the Surety's opinion, the Owner and/or the Principal shall, upon demand, deposit additional collateral satisfactory to the Surety, of a value at least equal to the amount of the Bonds. If the Owner and/or the Principal do not deposit additional collateral within five (5) days after demand, the Surety may sell, deposit, invest, convert, cash, liquidate, exchange, renew, or dispose of the Collateral, at its discretion, including a public or private sale and the Surety may be the purchaser at such sale.
 - The Surety shall not be liable for any loss or depreciation of the Collateral or the proceeds thereof, or damage thereto, and the Surety assumes no responsibility for the earning of any income thereon. In connection with any certificate of deposit or any other instrument evidencing the deposit of money with any person, firm or corporation included in the Collateral, it is understood that the Owner has solected the depository, or appointed the Surety to select the depository and the Owner assumes full responsibility for the safety of the deposited funds.

Page 2 of 6

B. Types of Collateral

- 1. Cash. If the Collateral pledged herein is in the form of cash, the Collateral is being delivered to the Surety to be held in the Surety's name. Ownership and control of the Collateral is vested in the Surety until all Bonds are exonerated in accordance with Section D of this Agreement. The Surety will pay simple interest at a rate of one half of one percent (0.5%) per annum. The Surety is entitled to retain any amount of accrued interest earned in excess of the stated rate. If paid, interest will be paid in accordance with Section D of this Agreement as long as the Owner delivers to the Surety an executed IRS Form W-9 or W-8. When IRS Form W-8 is applicable, the Surety will withhold U.S. tax as required by IRS Pub. 515. In the event the Owner fails to deliver to Surety an executed IRS Form W-9 or W-8 within thirty (30) days subsequent to the release of Collateral to the Owner, the Owner shall forfeit all rights to interest. Notwithstanding anything to the contrary in this Agreement, any interest paid to the Owner upon the release of the Collateral may be greater than or less than the interest received by the Surety on such Collateral. Interest shall not be paid on Collateral deposited with the Surety for ninety (90) days or less.
- 2. Irrevocable Letter of Credit. If the Collateral pledged herein is in the form of an Irrevocable Letter of Credit (hereinafter "ILOC"), it is the responsibility of the Owner and/or Principal to provide the Surety with a notice of renewal of that ILOC at least forty-five (45) days prior to its expiration date. This responsibility of renewal by the Owner and/or Principal shall continue for every renewal period unless the Owner and/or Principal receive written notification from the Surety that no renewal will be required. Should the Owner and/or Principal fail to provide a notice of renewal to the Surety within the time allowed under this paragraph then the Surety may require the Owner and/or Principal to pay a nonrefundable processing fee of \$300.00 to the Surety and any other actual expenses incurred by the Surety in obtaining such a renewal. In addition to this fee, the Surety may exercise its right to draw on the ILOC and such proceeds shall be considered substitute Collateral under this Agreement.

The Surety reserves the right, in its sole and absolute discretion, to accept or reject the issuing bank of the ILOC. At any time following receipt of an ILOC by the Surety, the Surety may, in its sole and absolute discretion, demand a replacement ILOC from a different issuing bank. The Owner and/or Principal shall, upon demand by the Surety, provide a replacement conforming ILOC within ten (10) calendar days. Should the Owner and/or Principal fall to provide a replacement ILOC to the Surety within the time allowed under this paragraph, the Surety may exercise its right to draw on the ILOC and such proceeds shall be considered substitute Collateral under this Agreement and/or require the Owner and/or Principal to pay a nonrefundable processing fee of \$300.00 to the Surety in addition to any other actual expenses incurred by the Surety in obtaining such a renewal.

The Surety, in its sole and absolute discretion, may draw up to the full amount of the ILOC to satisfy any claims made or may be made on/against the Surety and/or all items of indebtedness due to the Surety under or for said Bonds whether known or unknown to the Surety at the time of the draw.

- 3. Real Property. If the Collateral is a security interest in real property, the Surety may require the Owner and/or Principal to pay a file initiation and processing fee of \$350.00 in addition to any actual expenses incurred by the Surety, whichever is greater. Upon the Surety's approved release of such Collateral, the Surety may require the Owner and/or Principal to pay a nonrefundable reconveyance fee which will not exceed the maximum allowed by law at the time the reconveyance is executed.
- 4. Securities. In the event non-interest bearing securities or instruments are deposited with the Surety as Collateral, there shall be no duty on the part of the Surety to deposit or place such Collateral in an interest-bearing account or arrangement, or segregate funds, securities or other instruments from others held by the Surety.
- 5. Miscellaneous. All other types of property deposited with and/or assigned to the Surety as Collateral shall be subject to the terms of this Agreement.

C. Substitution of Collateral

- 1. Any substitution of the Collateral shall be at the discretion of Surety as to the value, form, and source and the Owner agrees that any substitution shall be subject to the terms of this Agreement and of any Indomnity Agreement.
- 2. Should the Owner and/or Principal:
 - i. Request the Surety to substitute the Collateral;
 - ii. Request the Surety to subordinate its previously secured interest in real property; or
 - iii. Request a change or alteration, in any manner, of the Collateral

the Owner and/or Principal acknowledge that the Surety may require the Owner and/or Principal to pay, in advance to the Surety, a nonrefundable file initiation and processing fee of \$300.00 and any expenses incurred in acting upon the Owner and/or Principal's request. The Owner and/or Principal agree that the Surety is under no obligation to comply with any requests and all prepaid fees are nonrefundable.

D. Release of Collateral

- 1. In General. The Surety may consider release of the Collateral upon its receipt of written evidence and/or information satisfactory to the Surety (in the Surety's sole discretion) of the following:
 - i. Discharge and exoneration from all liability under the Bonds;
 - ii. Proof of ownership of the collateral by the applicant requesting its release; and
 - iii. Payment of all amounts due to the Surety from the Owner and/or Principal as provided herein and/or in any Indemnity Agreement.

The Owner and Principal recognize that differences of opinion with regard to proof of ownership and of termination of the Surety's liability require the giving of considerable latitude to the Surety in the determination of what evidence is satisfactory. In the event the Surety determines the evidence is satisfactory to support a release of the Collateral, the Surety shall, within a reasonable period of time, return the Collateral or the proceeds thereof, less any deductions pursuant to the terms of this Agreement and/or any Indemnity Agreement.

- 2. <u>Bond Specific Collateral Release.</u> Release of the Collateral by the Surety will further be determined in accordance with the specific types of said Bonds as detailed hereinbelow:
 - i. Contract and Subdivision Bonds. The Surety will retain the Collateral for a minimum of ninety (90) days after project or contract completion and acceptance by the Owner/Obligee. Upon expiration of ninety (90) days from acceptance by the Owner/Obligee, the Surety will consider releasing the Collateral if the following conditions are met:
 - a. There are no circumstances which may cause a claim, in the sole judgment of the Surety;
 - b. No claim has been made against any Bonds for which the Collateral was posted;
 - c. The Principal has fulfilled all obligations under the terms of the bonded contract(s).
 - ii. Court Bonds. There are various means of exonerating a court bond, i.e. final judgment, stipulation, dismissal, etc. The Owner agrees to submit documents to be considered for exoneration to the Surety (prior to execution or filing of said documents with any court) for the Surety's pre-approval.
 - iii. Lost Note Bonds. The Surety will consider releasing the Collateral upon receipt by the Surety of evidence which demonstrates one or more of the following events has/have occurred:
 - a. Final judgment confirming quiet of title in favor of the Principal;
 - b. Recorded substitution of trustee and deed of full reconveyance executed by deed of trust beneficiary; or
 - c. Expiration of all applicable statute of limitations.
 - iv. Lien Release Bonds. The Surety will consider a release of the lien release bond in the form approved by the Surety and executed by the Obligeo, or a final judgment fully executing the Surety from the lien release bond.
 - v. All Other Bonds or Classes of Business. The Surety will consider releasing the Collateral based on its review of underwriting and other criteria which may be in force at the time of the request for release of the Collateral.
- 3. Until the requirements of Section D(2) of this Agreement are satisfied, the Surety will not consider release of the Collateral and will have no obligation to the Owner of the Collateral to release the Collateral. Upon exoneration of said Bonds, the Collateral held by the Surety may be subject to state unclaimed property laws.

E. Additional Collateral Provisions

- 1. This Agreement may not be modified, amended, assigned, negotiated, transferred or changed without the express written consent of a duly authorized officer of the Surety.
- 2. By exercising or falling to exercise any of its rights, options or elections hereunder, the Surety shall not be deemed to have waived any breach or default on the part of any of the Owner and/or Principal or to have released any undersigned from any Owner and/or Principal of his/her/its/their obligations hereunder, unless such waiver or release is in writing and is signed by a

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duly authorized officer of the Surety. In addition, the waiver by the Surety of any breach or default hereunder shall not be deemed to constitute a waiver of any succeeding breach or default.

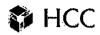
- 3. The Surety, the Owner, and the Principal agree that the place of performance of this Agreement, including the promise to pay the Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be, at Surety's option, the location of the collateral or Los Angeles County, California.
- 4. All provisions of the Indemnity Agreement are incorporated herein by reference. The Owner understands that he/she/it is entitled to receive a copy of the Indemnity Agreement and the Surety agrees to provide said copy to the Owner, upon request.
- 5. It is understood and agreed by the Owner and Principal that the rights, powers and remedies given to the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers and remedies which the Surety may have or acquire against the undersigned or others whether by the terms of any other agreement, including the Indemnity Agreement, or by operation of law or otherwise.
- 6. The Surety shall be under no obligation to proceed against any or all of the Collateral before proceeding against any Principal or indemnitor of any Indemnity Agreement.
- 7. If any part of this Agreement is found by a court of competent jurisdiction to be contrary to law, only that part of the Agreement is null and void and the balance of the Agreement continues in force until terminated or amended.

Dated at	New York, NY	this	6th	of December, 2012.
SURETY By:	Byw Mac	ci_		OWNER - Collateral By: Signal and Sofficer and/or Individually
Lynn Ma	acci			AirfestTickets, Inc Nikolas Koklonis, CEO & President
	c of Authorized Attorney-in-Fact			Print Name of Owner
PRINCIPAL By: Signature Nikolas Print Name	W.	:		OWNER - Collateral By: Signature, as Officer and/or Individually Print Name of Owner
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CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC	
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WITNESS my hand and official seal.	
MOTA	NNA K CADOGAN ROBERTSON RY PUBLIC, STATE OF NEW YORK NO. 01CA8202670 UALIFIED IN QUEENS COUNTY COMM. EXP. 3/23/2013
STATE OF	
Onbefore me,	a notary public, personally appeared
Onbefore me,who proved to me on the basis of s name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the executed the instrument.	y executed the same in his/her/their authorized
I certify under PENALTY OF PERIURY under the laws of the State ofth	hat the foregoing paragraph is true and correct.
WITNESS my hand and official seal.	
(Signature of Notary Public)	•

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DCC822/182A30910



GENERAL INDEMNITY AGREEMENT (Commercial Bonds / Non-Contract Bonds)

This Agreement of Indemnity, made and entered into this 6th day of December, 2012 is executed by the Undersigned for
the purpose of indemnifying American Contractors Indemnity Company. Texas Bonding Company. United States Surety Company, U. S. Specialty
Insurance Company and/or HCC Surety Group, herein referred to as "Surety," in connection with any Bonds written on behalf of
AirfastTickets, Inc. , herein referred to as "Principal."
1. DEFINITIONS - The following definitions apply in this Agreement:
Bond - Any contractual obligation undertaken by Surety for Principal, before or after the date of this Agreement and any renewal or extension of said obligation.
Principal- The person(s) or entity(ies) set forth above or any one of them or any combination thereof, or their successors in interest, whether alone or joint venture with others named herein or not.
Surety - American Contractors Indemnity Company. Toxas Bonding Company. United States Surety Company, U. S. Specialty Insurance Company and/or HCC Surety Group and any other person(s) or entity(los) which the Surety may procure to act as a Surety or as a co-Surety on any Bond. or any other person or entity who executes a Bond at the request of the Surety.
Indemnity Agreement - This term shall also include all other documents executed by the Undersigned or any one of them in connection with the issuance of any obligation prior to or subsequent to the date of this Agreement. These documents are incorporated herein for all purposes.
Undersigned - The executing parties to this Agreement as well as any other party executing a bond obligation covered by this Agreement. Each of the Undersigned are jointly and severally obligated under this Agreement.
2 PAIDWRINITEV To annulate and the assention and delivery by the Owner, of a Daniel and by the Delivery 1st

2. INDEMNITY - In consideration of the execution and delivery by the Surety of a Bond or Bonds on behalf of the Principal, either prior to, in connection with or subsequent to this Agreement, the Undersigned agrees to exonerate, indemnify and hold the Surety harmless from and against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses of whatever kind or nature (including, but not limited to, interest, court costs and counsel fees) which arise by reason of, or in consequence of, the execution by the Surety of any Bond on behalf of the Principal and whether or not the Surety shall have paid any sums in partial or complete payment thereof, including but not limited to: sums paid including interest, liabilities incurred in settlement of claims, expenses paid or incurred in connection with claims, suits, or judgments under such Bonds: expenses paid or incurred in enforcing the terms of this Agreement: expenses paid or incurred in procuring or attempting to procure release from liability under its Bond by Surety: expenses incurred in recovering or attempting to recover losses or expenses paid or incurred: attorneys fees and all legal or professional services: adjustment of claims: premiums on Bonds issued by Surety on behalf of the Principal: or monies advanced or loaned.

In furtherance of such indemnity:

- A The liability of the Undersigned shall extend to and include all amounts paid by the Surety in good faith under the belief that the Surety was or might be liable, or that such payments were necessary or advisable to protect any of Surety's rights.
- B. Surety shall have the right to incur such expenses in handling a claim as it shall deem necessary, including but not limited to the expense for investigative, accounting, collection, litigation costs and legal services (including in-house counsel).
- C. Surety shall have all rights set out herein, irrespective of the fact that the Undersigned may have assumed, or offered to assume, the defense of the Surety upon such claim.
- D. In any claim or suit herounder, an itemized statement of the aforesaid losses and expenses or the vouchers or other evidence of disbursement by Surety: shall be prima facie evidence of the fact of the liability hereunder of the Undersigned.
- B. Surety shall have the right to reimbursement of its expensos, premiums and attorneys' fees, including in-house attorneys' fees, costs and expenses hereunder, irrespective of whether any payment has been made by Surety.
- F. The Surety shall have the exclusive right for itself and for the Undersigned to decide and determine whether any claim, demand, suit, or judgment shall, on the basis of liability, expediency or otherwise, be paid, settled, defended or appealed, and the Surety's determination shall be final, conclusive and binding upon the Undersigned.
- G. If the Undersigned desire that the Surety litigate a claim or demand, or defend suit, or appeal from such judgment, they shall deposit with the company, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount to be used in paying any judgment rendered, or which might be rendered, against Surety together with interest, costs and attorneys' fees.
- H. The parties agree that the place of performance of this agreement, including the promise to pay Surety, shall be the County of Los Angeles, State of California and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
- 3. COLLATERAL SECURITY If a claim or demand is made against Surety, whether disputed or not, or Surety deems it necessary to establish a reserve for potential claims, and upon demand from Surety, the Undersigned shall deposit with Surety cash or other property acceptable to Surety, as collateral security, in a sufficient amount to protect Surety with respect to such claim or potential claims and any expense or attendary for Such collateral may be held or utilized by Surety until it has received evidence of its complete exoneration of the potential claims, and until it has been fully reimbursed for all loss, expense, attorneys' fees and unpaid prem proviously deposited with Surety, is deemed insufficient by Surety, the Undersigned agrees to deposit add amount and type acceptable to Surety. This may include the Surety's demand for cash collateral in substitution

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- 4. ASSIGNMENT As security for the performance of all the provisions of this Agreement, effective as of the date of this Agreement, the Undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the Undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon, said assignment to include but not be limited to:
 - A my and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the Undersigned have an interest.
 - B. All rights arising out of notes, accounts receivable, and any claims of any kind and court actions.
 - C. Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the Undersigned may be entitled, and any and all collateral for the undertakings given by the Undersigned in connection with any contract.
- 5. POWER OF ATTORNEY The Undersigned hereby irrevocably nominates, constitutes, appoints and designates the Surety or its designees as their attorney-in-fact with the power, but not obligation, to exercise all of the rights assigned, transferred and set over to the Surety by the Undersigned in this Agreement, and to make, execute and deliver any and all additional or other assignments, documents or papers, including but not limited to the execution of to further the intent of this Agreement, the endorsement of checks certificate of deposits or other instruments payable to any of the Undersigned, settle all claims and disputes that may arise under the bond or bonds including the execution of releases and settlement documents. The Undersigned hereby ratifies and affirms all acts and actions taken and done by the Surety or its designee as attorney-in-fact.
- 6. WAIVER OF NOTICE—The Undersigned agree that the Surety need not give notice to the Undersigned of any act, fact or information coming to the notice or knowledge of the Surety concerning or affecting Sureties rights or liabilities under any such Bond or Undersigned rights or liabilities hereunder, notice of all such information being hereby expressly waived. The liability of the Undersigned as to the future Bonds of Principal shall not terminate by reason of the failure of Surety to disclose facts known about the Principal, even though such facts materially increase the risk beyond that which the Undersigned might intend to assume. Whether Surety may have reason to believe such facts are unknown to the Undersigned, or whether Surety may have reasonable opportunity to communicate such facts to Undersigned, the Undersigned hereby waives notice and disclosure of such facts or information.
- 7. TERMINATION This Agreement is a continuing obligation of the Undersigned until Surety is exonerated and released from any liability under bonds issued to the Principal. The Undersigned may terminate their liability for any future bonds by written notice to Surety and such termination by a particular Undersigned shall in no way affect the obligation of any other Undersigned who has not given such notice. In order to terminate liability as to future Bonds of Principal, an Undersigned must:
 - A. Give written notice by means of certified mail to Surety at Surety's home office; and
 - B. State in such notice the name of the principal. Undersigned and the effective date (not less than thirty days after receipt thereof of Surety) of termination of such Undersigned's liability for future Bonds.

After the effective date of such termination by giving written notice, the Undersigned shall nonetheless be liable hereunder for Bonds executed or authorized prior to such date, and renewals, substitutions and extensions thereof.

8. GENERAL PROVISIONS

- A. The obligations of the Undersigned hereunder are joint and several. Surety may bring separate suits hereunder against any of the Undersigned as causes of action may accrue hereunder. Surety need not proceed first against the Principal.
- B. Undersigned will procure the discharge and exoneration of Surety from any Bond, and all liability by reason thereof upon the request of Surety.
- C. Undersigned warrants that each of them is specifically and beneficially interested in obtaining each Bond and agrees to pay the initial, renewal, and additional premiums thereon, at the Surety's filed rate at the time of renewal. The Undersigned agree that the initial premium is fully earned upon execution of said Bond.
- D. Surety shall have the right, at its option and in its sole discretion, to issue or decline the execution of any Bond or renewal thereof.
- E. Unless otherwise indicated herein, the Bond furnished by Surety pursuant to this Agreement shall not be applicable to guarantee or insure the Undersigned's operation, management, or control of an ongoing business operation.
- F. Undersigned agrees to give to Surety prompt notice of any facts which might give rise to any claims or suits against Surety upon any Bond.
- G. If the execution of this Agreement by any of the Undersigned be found defective or invalid for any reason, such defect or invalidity shall not affect the validity of this Agreement with respect to any of the other Undersigned. The invalidity of any provision of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this Agreement.
- H. The Surety may, at its option, file or record this Agreement or any other document executed by any or all the Undersigned, individually or jointly, in connection with the application, issuance or execution of any Bond or Bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the Undersigned under this Agreement. A copy or other reproduction of this Agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this Agreement.
- 1. The Surety shall have the right to fill in any blanks and to correct any errors in the documents,
- J. Until Surety shall have been furnished with conclusive evidence of its discharge without loss from any Bonds, and until Surety has been otherwise fully indemnified hereunder provided, Surety shall have right of free access to the books, records and accounts of the Undersigned for the purpose of examining and copying them. The Undersigned hereby authorizes third parties, including but not limited to depositories of funds of the Undersigned, to furnish to Surety any information requested by Surety in connection with any transaction, other persons, firms or entities for the purpose of procuring co-Suretyship or reinsurance or of advising such persons, firms, or entities as it may deem appropriate.
- K. The Undersigned waives any defense that this instrument was executed subsequent to the date of any such Bond, admitting and covenanting that such Bond was executed pursuant to the Undersigned's request and in reliance on the Undersigned's promise to execute this instrument.

- 1. This Agreement may not be changed or modified without the written consent of Surety. Any amendment of the Agreement for one of the undersigned shall not release any of the other Undersigned.
- M. In the event any of the Undersigned shall fail to execute this instrument or become insolvent, or in the event any of the Undersigned who execute this Agreement, shall not be bound for any reason, the other Undersigned shall, nevertheless, be bound hereunder for the full amount of the liability as aforesaid.
- N. No course of conduct or failure to timely exercise any rights under this Agreement shall constitute waiver of future enforcement of the rights and obligations hereunder.
- O. The liability of the Undersigned hereunder shall not be affected by: (a) the failure of the Principal to sign any Bond, (b) any claim that other indemnity or security was to have been obtained. (c) the release of any indemnity. (d) the return or the exchange of any collateral that may have been obtained.
- P. The Undersigned and their successors, executors and administrators agree to hold all money or other proceeds derived from the Undersigned actions covered by the bond or bonds for the purpose of performing the duties owed under the bond or bonds and discharging the obligations of the Bond, and for no other purpose until the Bond is completely exonerated.
- CREDIT RELATIONSHIP Each of the Undersigned further affirms that he understands Bonds are a credit relationship and hereby authorizes
 the Surety to gather such credit Information it considers necessary and appropriate for purposes of evaluating whether such credit should be
 affected or continued.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT THAT SETS OUT RIGHTS AND OBLIGATIONS WHEN YOU SIGN THIS AGREEMENT

Undersigned:

Name of Company

Principal(s):	AirfastTickets, Inc.
Name and Title Wikolas Koklonis CEO & President	
By Frant Few	Address 875 3rd Ave., 3rd Floor
Name and Title Frank Ferro CFO	New York, NY 10022
Ву	Address
Name and Title	
By	Address
Name and Title	
Individually/Trust	
By	Address
By	Address
	-
Ву	Address

State ofACI	KNOWLEDGMENTS	
County of		
On before me,		. a Notary Public.
Date	Name of Notary	,
personally appeared		
	Name(s) of Signer(s)	-
who proved to me on the basis of satisfactory evident instrument and acknowledged to me that he/she/they his/her/their signature(s) on the instrument the person instrument.	y executed the same in his/her/their authorized cap	acity(ies), and that by
certify under PENALTY OF PERJURY under to paragraph is true and correct.	the laws of the State of MEW COEK	that the foregoing
WITNESS my hand and official seal.		
Signature	· ·	
Signature of Notary Put	NO 01CAGODOGO	K ·
State of NES YORK	QUALIFIED IN QUEENS COUNTY	
County of ONE NS		
On 12/3/2012 before me, AKAN	tha K. Cado Gan- Poble	So, a Notary Public,
Date		
	/ A	***
personally appeared Nkolas Kokk	KOULS AND FRANK FET	7RO
personally appeared Nikolas Kokk	Name(s) of Signer(s)	
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Signature of Notary Public

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INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

thr consideration of American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company and/or United States Surety Company referred to hereafter as "Surety," issuing the bond applied for, or any bond(s) in substitution for or in succession of the said bond(s), or any increase or extension of time of the said bond(s), or any new bond or any modifications, renewal or continuation of any of the foregoing, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory

evidence of termination of the Surety's liability is furnished to the Surety.

To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.

The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. The undersigned hereby grants the Obligee the authority to release to the Surety and its authorized representatives, any and all relevant information necessary for the underwriting of this bond.

The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.

The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or sult shall be deried, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facle evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.

ASSIGNMENT - As security for the performance of all the provisions of this agreement, effective as of the date of this agreement, the undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation

thereon, said assignment to include but not be limited to:

Any and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the undersigned have an interest.

All rights arising out of notes, accounts receivable, and any claims of any kind and court actions.

Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the undersigned may be entitled, and

any and all collateral for the undertakings given by the undersigned in connection with any contract.

The Surety may, at its option, file or record this agreement or any other document executed by any or all the undersigned, individually or jointly, in connection with the application, issuance or execution of any bond or bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filling or recording of such document shall be sciely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the undersigned under this agreement. A copy or other reproduction of this agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this agreement.

Surely and undersigned agree that the place of performance of this agreement, including the promise to pay Surely, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County,

The obligations of the undersigned are in addition to and cumulative of all other liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.

Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

IMPORTANT SIGNATURE INSTRUCTIONS

If sole owner, applicant and applicant spouse must sign as an authorized representative and individually.

If a partnership, an authorized partner must sign as the authorized representative and individually. All authorized partners and spouses must sign. If a limited liability company, the managing member must sign as authorized representative and individually. All members and spouses must sign.

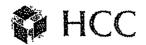
if a corporation, the president must sign as authorized representative and individually. All stockholders of 10% or more and spouses must sign. Each Signature Must Be Notarized

Signed, swom to and dated this PRINCIPAL (Con bank|Name -its ph bond) exactly as it appe Representative and Individually Authorized Representative and Individually Print Name Print Name Authorized Representative and Individually Authorized Representative and Individually Print Name Print Name

NOTARY ACKNOWLEDGEMENT FOR HCC SURETY GROUP MULTI APPLICATION

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No.	1157



HCC Survey Group 601 S. Figueroa Strees, Suite 1800. Los Angeles, California 90017 mula 310 649 0990 - Existante 310 649 0417

COLLATERAL SECURITY AGREEMENT AND RECEIPT

rincipal(s)	*	AirfastTickets, it appear(s) on the General Indemnity Agr	Inc.	
\ddress:	875 3rd Ave., 3rd Floor (Street)	New York	NY	10022
	(Sireol)	(City)	(State)	(Zip)
Owner of C	collateral Security:	AirfastTickets,	Inc.	The states to the same and the
		(Name)		The state of the s
Address:	875 3rd Ave., 3rd Floor	New York	NY	10022
	875 3rd Ave., 3rd Floor (Street)	(Cily)	(State)	(Zip)
Social Secu	rity # or Tax I.D. #:	45-4321505		
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AGREEMENTS AND CONDITIONS

A. Purpose and Use of Collateral

- 1. Por valuable consideration, receipt of which is hereby acknowledged, the Owner hereby grants a security interest in the Collateral together with any proceeds, product, increase in value and income including rents thereon, and any additional or replacement collateral. The Collateral is hereby pledged, whether held by a third party or deposited with the Surety, as security to unconditionally and fully protect the Surety in connection with any and all honding obligations as may exist or be created in the future between the Owner, the Principal, any current or hereafter created or acquired subsidiary, affiliate, joint venture, or other legal entity in which the Owner or Principal has a substantial, material, or beneficial interest, or any other third party at the request of the Owner, Principal or Indemnitors. The Surety may enforce the terms of the Collateral Security Agreement and Receipt (hereinafter, the "Agreement") to protect and/or reimburse the Surety:
 - i. For the enforcement and fulfillment of the provisions of the General Indemnity Agreement, Agreement of Indemnity, and/or other Indemnity agreement (hereinafter, the "Indemnity Agreement");
 - ii. Against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses, investigative fees and expenses, accountants' fees and expenses, engineering and other professional or consultants' fees and expenses of any kind, in-house attorneys' fees and expenses, interest, court costs and any and all other types of losses, costs or expenses of whatsoever kind or nature, which the Surety may sustain and/or incur and which arise by reason of or in any manner in consequence of, no matter how remotely, the execution or procurement by the Surety of any bonds issued or procured by the Surety on behalf of the Principal, recognizance, undertaking or other obligation, regardless of when issued or incurred (all of which, together with any continuations and modifications thereof, are hereinafter referred to as the "Bonds"), heretofore or hereafter executed, assumed or procured by the Surety at the instance or request or on behalf of either the Owner or the Principal;
 - iii. For the payment of all premiums on such Bonds and all other items of indebtedness due to the Surety and/or its agent from the Principal or Owner;
 - iv. For the performance of every agreement (including continuations or modifications thereof, with or without consent of the Owner) made by the Owner or by any Principal concerning said Bonds;
 - v. To secure and indemnify the Surety from any and all losses, costs, interests, expenses, and/or legal fees which Surety may incur or become liable for under the terms and provisions of all the agreements provided by the Owner and/or the Principal to the Surety, including but not limited to any indemnity Agreement.
 - 2. To accomplish the purposes of such Collateral deposit, the Surety is authorized, and hereby appointed as attorney-in-fact for the Owner to act at any time and without notice or legal process, to sell, cash, surrender and use said Collateral, and to apply the Collateral or any proceeds to payment of or reimbursement in accordance with the terms of the indemnity Agreement, as it may elect; and, at its option and in its sole discretion, to sell any of said Collateral security at public or private sale to itself or to any person, or to deposit, liquidate, convert, cash, exchange, renew or dispose of said Collateral or the proceeds thereof, in any manner, in such form and on such terms as it deems proper.
 - Owner represents him/her/itself to be the sole owner(s) of the Collateral, and agrees to save the Surety harmless from any loss, costs, expenses, damages or attorneys' fees arising from claims to any part of the Collateral by any person(s) and/or entity claiming adversely to the Owner or Surety. The Undersigned hereby appoints the Surety or the Surety's lawfully designated representative to execute any form(s) or document(s) which may be necessary to perfect the Surety's lien(s) on such Collateral including but not limited to forms proscribed by the Uniform Commercial Code such as form UCC-1, UCC-2 and UCC-3.
 - 4. If the Collateral, any substitutions thereof, or additions thereto, shall for any reason be of a value insufficient for the Surety's protection, in the Surety's opinion, the Owner and/or the Principal shall, upon demand, deposit additional collateral satisfactory to the Surety, of a value at least equal to the amount of the Bonds. If the Owner and/or the Principal do not deposit additional collateral within five (5) days after demand, the Surety may sell, deposit, invest, convert, cash, liquidate, exchange, renew, or dispose of the Collateral, at its discretion, including a public or private sale and the Surety may be the purchaser at such sale.
 - 5. The Surety shall not be liable for any loss or depreciation of the Collateral or the proceeds thereof, or damage thereto, and the Surety assumes no responsibility for the earning of any income thereon. In connection with any certificate of deposit or any other instrument evidencing the deposit of money with any person, firm or corporation included in the Collateral, it is understood that the Owner has selected the depository, or appointed the Surety to select the depository and the Owner assumes full responsibility for the safety of the deposited funds.

Page 2 of 6

B. Types of Collateral

- 1. Cash. If the Collateral pledged herein is in the form of eash, the Collateral is being delivered to the Surety to be held in the Surety's name. Ownership and control of the Collateral is vested in the Surety until all Bonds are exonerated in accordance with Section D of this Agreement. The Surety will pay simple interest at a rate of one half of one percent (0.5%) per annum. The Surety is entitled to retain any amount of accrued interest earned in excess of the stated rate. If paid, interest will be paid in accordance with Section D of this Agreement as long as the Owner delivers to the Surety an executed IRS Form W-9 or W-8. When IRS Form W-8 is applicable, the Surety will withhold U.S. tax as required by IRS Pub. 515. In the event the Owner fails to deliver to Surety an executed IRS Form W-9 or W-8 within thirty (30) days subsequent to the release of Collateral to the Owner, the Owner shall forfeit all rights to interest. Notwithstanding anything to the contrary in this Agreement, any interest paid to the Owner upon the release of the Collateral may be greater than or less than the interest received by the Surety on such Collateral. Interest shall not be paid on Collateral deposited with the Surety for ninety (90) days or less.
- 2. Irrevocable Letter of Credit. If the Collateral pledged herein is in the form of an Irrevocable Letter of Credit (hereinafter "ILOC"), it is the responsibility of the Owner and/or Principal to provide the Surety with a notice of renewal of that ILOC at least forty-five (45) days prior to its expiration date. This responsibility of renewal by the Owner and/or Principal shall continue for every renewal period unless the Owner and/or Principal receive written notification from the Surety that no renewal will be required. Should the Owner and/or Principal fail to provide a notice of renewal to the Surety within the time allowed under this paragraph then the Surety may require the Owner and/or Principal to pay a nonrefundable processing fee of \$300.00 to the Surety and any other actual expenses incurred by the Surety in obtaining such a renewal. In addition to this fee, the Surety may exercise its right to draw on the ILOC and such proceeds shall be considered substitute Collateral under this Agreement.

The Surety reserves the right, in its sole and absolute discretion, to accept or reject the issuing bank of the ILOC. At any time following receipt of an ILOC by the Surety, the Surety may, in its sole and absolute discretion, demand a replacement ILOC from a different issuing bank. The Owner and/or Principal shall, upon demand by the Surety, provide a replacement conforming ILOC within ten (10) calendar days. Should the Owner and/or Principal fail to provide a replacement ILOC to the Surety within the time allowed under this paragraph, the Surety may exercise its right to draw on the ILOC and such proceeds shall be considered substitute Collateral under this Agreement and/or require the Owner and/or Principal to pay a nonrefundable processing fee of \$300.00 to the Surety in addition to any other actual expenses incurred by the Surety in obtaining such a renewal.

The Surety, in its sole and absolute discretion, may draw up to the full amount of the ILOC to satisfy any claims made or may be made on/against the Surety and/or all items of indebtedness due to the Surety under or for said Bonds whether known or unknown to the Surety at the time of the draw.

- 3. Real Property. If the Collateral is a security interest in real property, the Surety may require the Owner and/or Principal to pay a file initiation and processing fee of \$350.00 in addition to any actual expenses incurred by the Surety, whichever is greater. Upon the Surety's approved release of such Collateral, the Surety may require the Owner and/or Principal to pay a nonrefundable reconveyance fee which will not exceed the maximum allowed by law at the time the reconveyance is executed.
- 4. <u>Securities.</u> In the event non-interest bearing securities or instruments are deposited with the Surety as Collateral, there shall be no duty on the part of the Surety to deposit or place such Collateral in an interest-bearing account or arrangement, or segregate funds, securities or other instruments from others held by the Surety.
- 5. <u>Miscellaneous.</u> All other types of property deposited with and/or assigned to the Surety as Collateral shall be subject to the terms of this Agreement.

C. Substitution of Collateral

- Any substitution of the Collateral shall be at the discretion of Surety as to the value, form, and source and the Owner agrees that any substitution shall be subject to the terms of this Agreement and of any Indemnity Agreement.
- 2. Should the Owner and/or Principal:
 - i. Request the Surety to substitute the Collatoral;
 - ii. Request the Surety to subordinate its previously secured interest in real property; or
 - iii. Request a change or alteration, in any manner, of the Collateral

..the Owner and/or Principal acknowledge that the Surety may require the Owner and/or Principal to pay, in advance to the Surety, a nonrefundable file initiation and processing fee of \$300.00 and any expenses incurred in acting upon the Owner and/or Principal's request. The Owner and/or Principal agree that the Surety is under no obligation to comply with any requests and all prepaid fees are nonrefundable.

D. Release of Collateral

- 1. In General. The Surety may consider release of the Collateral upon its receipt of written evidence and/or information satisfactory to the Surety (in the Surety's sole discretion) of the following:
 - i. Discharge and exoneration from all liability under the Bonds;
 - ii. Proof of ownership of the collateral by the applicant requesting its release; and
 - iii. Payment of all amounts due to the Surety from the Owner and/or Principal as provided herein and/or in any Indemnity Agreement.

The Owner and Principal recognize that differences of opinion with regard to proof of ownership and of termination of the Surety's liability require the giving of considerable latitude to the Surety in the determination of what evidence is satisfactory. In the event the Surety determines the evidence is satisfactory to support a release of the Collateral, the Surety shall, within a reasonable period of time, return the Collateral or the proceeds thereof, less any deductions pursuant to the terms of this Agreement and/or any Indemnity Agreement.

- 2. <u>Bond Specific Collateral Release.</u> Release of the Collateral by the Surety will further be determined in accordance with the specific types of said Bonds as detailed hereinbelow:
 - Contract and Subdivision Bonds. The Surety will retain the Collateral for a minimum of ninety (90) days after project or contract completion and acceptance by the Owner/Obligee. Upon expiration of ninety (90) days from acceptance by the Owner/Obligee, the Surety will consider releasing the Collateral if the following conditions are met:
 - a. There are no circumstances which may cause a claim, in the sole judgment of the Surety;
 - b. No claim has been made against any Bonds for which the Collateral was posted;
 - c. The Principal has fulfilled all obligations under the terms of the bonded contract(s).
 - ii. Court Bonds. There are various means of exonerating a court bond, i.e. final judgment, stipulation, dismissal, etc. The Owner agrees to submit documents to be considered for exoneration to the Surety (prior to execution or filing of said documents with any court) for the Surety's pre-approval.
 - iii. Lost Note Bonds. The Surety will consider releasing the Collateral upon receipt by the Surety of evidence which demonstrates one or more of the following events has/have occurred:
 - a. Final judgment confirming quiet of title in favor of the Principal;
 - b. Recorded substitution of trustee and deed of full reconveyance executed by deed of trust beneficiary; or
 - p. Expiration of all applicable statute of limitations.
 - iv. Lien Release Bonds. The Surety will consider a release of the lien release bond in the form approved by the Surety and executed by the Obligce, or a final judgment fully exonerating the Surety from the lien release bond.
 - v. All Other Bonds or Classes of Business. The Surety will consider releasing the Collateral based on its review of underwriting and other criteria which may be in force at the time of the request for release of the Collateral.
 - 3. Until the requirements of Section D(2) of this Agreement are satisfied, the Surety will not consider release of the Collateral and will have no obligation to the Owner of the Collateral to release the Collateral. Upon exoneration of said Bonds, the Collateral held by the Surety may be subject to state unclaimed property laws.

E. Additional Collateral Provisions

- 1. This Agreement may not be modified, amended, assigned, negotiated, transferred or changed without the express written consent of a duly authorized officer of the Surety.
- 2. By exercising or falling to exercise any of its rights, options or elections hereunder, the Surety shall not be deemed to have waived any breach or default on the part of any of the Owner and/or Principal or to have released any undersigned from any Owner and/or Principal of his/her/its/their obligations hereunder, unless such waiver or release is in writing and is signed by a

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duly authorized officer of the Surety. In addition, the waiver by the Surety of any breach or default hereunder shall not be deemed to constitute a waiver of any succeeding breach or default.

- 3. The Surety, the Owner, and the Principal agree that the place of performance of this Agreement, including the promise to pay the Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be, at Surety's option, the location of the collateral or Los Angeles County, California.
- 4. All provisions of the Indemnity Agreement are incorporated herein by reference. The Owner understands that he/she/it is entitled to receive a copy of the Indemnity Agreement and the Surety agrees to provide said copy to the Owner, upon request.
- 5. It is understood and agreed by the Owner and Principal that the rights, powers and remedies given to the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers and remedies which the Surety may have or acquire against the undersigned or others whether by the terms of any other agreement, including the Indemnity Agreement, or by operation of law or otherwise.
- 6. The Surety shall be under no obligation to proceed against any or all of the Collateral before proceeding against any Principal or indemnitor of any Indemnity Agreement.
- 7. If any part of this Agreement is found by a court of competent jurisdiction to be contrary to law, only that part of the Agreement is null and void and the balance of the Agreement continues in force until terminated or amended.

Dated at	New York, NY	this	Sth	of <u>December</u> , 20 <u>12</u> .
SURETY By:	V	u.		OWNER - Collectoral By: Signature of Officer and/or Individually Airfast Tickets, Inc Nikolas Koklonis, CEO & President Print Name of Owner
Nikolas K	Chartendorundividually eklonis, CEO & President huthorized Agent of Principal			OWNER - Collateral By: Signature, as Officer and/or Individually Print Name of Owner
Frank Fe	is Officer and/or Individually			OWNER - Collateral By: Signature, as Officer and/or Individually

COUNTY OF COUNTY OF COUNTY OF	
On Los Lokkouts + Farth Tearwho proved to me on the be nume(s) is/are subscribed to the within instrument and acknowledged to me that he capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), dexecuted the instrument.	/she/they executed the same in his/hor/thoir outlandered
Lecrtify under PENALTY OF PERIURY under the laws of the State of 100 100	that the foregoing paragraph is true and correct.
WITNESS my hand and official scal.	
(Signature of Notary Public)	AYANNA K CADOGAN ROBERTSON NOTARY PUBLIC, STATE OF NEW YORK
CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC	NO: 01CAR202670 CUALIFIED IN QUEENS COUNTY COMM: EXR. 3/23/2013
COUNTY OF	
Onbefore me,	a notary public, personally appeared
On before me. who proved to me on the b name(s) is/are subscribed to the within instrument and acknowledged to me that he capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), executed the instrument.	asis of satisfactory evidence to be the person(s) whose she/they executed the same in his/her/their authorized or the entity upon behalf of which the person(s) acted,
I certify under PENALTY OF PERIURY under the laws of the State of	that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.	
(Signature of Notary Public)	
. •	

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

Page 6 of

HCCSZZ182A1040

menum sand a warens	
Account Number.	4121426399
Account Name:	CD-AQIC COLLAT
Wire Amount:	79,000.00 USD
Originating Party Name:	AIRFASTTICKETS, INC.
Value Date:	12/06/2012
Status:	COMPLETE
Beneficiary Name:	000004121426339
Fed/SWIFT Confernation Number:	1206B1Q8021Q014029
Transaction Description:	FEDWIRE
Sending Bank Name:	N/A:
Wire Service/Win: Detail:	021000089 CITIBANK N.A. NEW YORK, NY NEW YORK, NY UNITED STATES G0123412136001 OGB=CITIBA NA NYBD CITICORP DATA SYS 111 SYLYAN AVE 1ST FLOOR ENGLEWOOD CLIFFS NJ 07632 1514 ORG=AIRFASTTICKETS, INC. 876 3RD AVE, 3RD FLOOR NEW YORK NY 10022-7218 OBI=AIRFASTTICKET OPI=4967628856 IFTRI BNF=4121426399 AMERICAN CONTRACTORS INDEMNITY CO
Date/Time Stamp:	12/06/2012 07:36 AM PT
Event Message IO:	341-8505936
Related Links	
Treasury Information Reporting	
lowing Message 1.of 7	O Previous Page In:
Return to Message Log	·

Deborah Reese

Vice President, Collateral HCC Surety Group A division of HCC Insurance Holdings, Inc.

mailto:dreese@hccaurety.com Tel: (310) 242-4418

EXHIBIT 2



PRINCIPAL:

MICHAEL A. MAURO Secretary of State State of Iowa

TRAVEL AGENCY BOND FORM

This is the bond form prescribed by the Secretary of State under *lowa Code* chapter 9D. An applicant who chooses to comply with *lowa Code* chapter 9D, section 3 by executing a surety bond, must use this form.

AirfastTickets, Inc.

A surety bond is continuous in nature, therefore an applicant does not need to complete this form <u>if</u> the application represents a renewal and a bond is already on file with the Secretary of State. Do not return the bond form separate from the application or it will be returned and result in a delay in filing.

SURETY:	American C	contractors Indemnity	Company	
ADMINISTRATOR	: Secretary of State			
BOND NO.:	1000937868	500 500 500 500 500 500 500 500 500 500		
	shall become effective on ed in accordance with the provis			and remain in
	AirfastTickets, Inc.	, as principal, and		
American Co	ntractors indemnity Company	/, as surety qualifie		n Iowa, are bound in
Code chapter 9D. 2. If the princithereunder, and saresulting from the pathereunder, then the to the State of lower or financial failure as injured. 3. This bond \$10,000 for the ag 4. The surety cancel the bond with Obligations of the	-named principal has applied to pal complies with the provisions atisfies any loss or damages sufprincipal's violation of any provisits obligation shall be void. Other a for use and benefit of either: (a of the principal or a travel agent shall be one continuing obligating gregate of any claims occurring y shall have the right to terminal the Secretary of State and the surety arising prior to the effective.	s of lowa Code chapter 9D fered by the State of lowa sion of lowa Code chapter wise this bond shall remain () [any] person[s] who is[ar employed by the principal ion and in no event shall the during the term of this botte its obligation under this principal at least 60 days prive date shall not be affective	and all rules and re or any person[s] d '9D, or rules and re in full force and effe e] injured by the fra or (b) the State or ne liability exceed nd. bond by filing writted tier to the effective tied by the terminal	egulations promulgated ealing with the principal egulations promulgated ect. This bond is payable aud, misrepresentation a behalf of any person[sthe penal sum of the notice of its intent to date of such termination
	fastTickets, Inc.		20	
		•		
	contractors Indemnity Com	npany , Surety	ach Power of Attor	ney.
by //	THE HURCA	· · · · · · · · · · · · · · · · · · ·		1/97



AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW AUL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland Contractors Indemnity Company, a Specialty Insurance Company, a Texas corporation (collegity), the Companies"), do by these presents make, constitute and appoint:

Jean Paulus or Lynn Macci of Glendale, Arizona

its frue and lawfill Afforney(s)-in-fact-leach in the listenarate capacity it more than one is named above, with full power at	nd authority:
illeraby angress in its name placetory start at a second start and a second start and a linear s	idettakings
its true and lawfil Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power at hereby conferred in its name, place and stead, no execute, acknowledge and deliver any and all bonds, recognizations, in or other instruments or contracts of surety ship to include riders, amendments, and consents of surety, providing penalty does not exceed	
or other instruments or contracts of sureryshipstonic due rivers, since consents of surery, prospering	Same Mining
penalty does not exceed	,000.00**

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby yeared with full showing a distribution of the Company subject to the full lowing the full of the Company subject to the full lowing the full of the Company subject to the full lowing the full of the Company subject to the full lowing the full of the Company subject to the full lowing the full of the Company subject to the full lowing the full lower than the full lower than

recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Pact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be-II, Resolved that the signature of any authorized officer spiliseal office Company heretofore or hereafter affixed to any power of attorney or any certificate relating the signature or facelinile; and and binding upon the Company with respect to any bond or untertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY-INSURANCE COMPANY

Corporate Sea









Bv.

Daniel P. Aguilar, Vice President

State of California

County of Los Angeles

Ondries 3 day of October, 2011, before the Deborah Reese, a notary public, personally appeared Daniel P. Aguilan Vice Resident of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under IENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Will NESS my fland and official scal.

Signature

Albarah reese

(Seal)

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company, and U.S. Specialty Insurance Company, do nereby certify that the above and foregoing is a true and correct copy of a Bower of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of a Rebnud W 2013

Corporate Seals

Bond No. 1000937868 Agency No. 9050









Jeannie Lee, Assistant Secretary

otary Public - California

SELLERS OF TRAVEL SURETY BOND

1-800-HELP-FLA (435-7352) • 850-410-3600 Cailing Outside Florida www.800helpfla.com • 850-410-3804 Fax

Return completed form to:

FDACS Terry Lee Rhodes Building 2005 Apalachee Parkway Tallahassee, FL 32399-6500

Surety Bond Number:	Date of	e of Surety Bond:		
1000937865	02	/ 07	/ 2013	
KNOWN ALL BY THIS PRESENT INSTRUMENT that we,				
Name (Legal name as registered with the Florida Department of State AlrfastTickets, Inc.	gistran e (if app	t) licable) fo	ollowed by fictitious/dba	name):
Physical Street Address of Seller of Travel: 875 3rd Ave., 3rd Floor				
City:		State:	Zip Code:	
New York		NY	10022 -	****
Mailing Address (if different from above):				
City:		State:	Zip Code:	
Telephone Number: Fax Number	or:			
(212)6528160	_	207	8453	
Email Address: nkoklonis@airfasttickets.com	······································			
AND		Year a		
Name (Full legal name of Surety): American Contractors Indemnity Company	gorie,		Pangapay was Nobel	
Street Address:	•			
601 S. Figueroa St., #1600	***************************************			
City:		State:	Zip Code:	
Los Angeles	• • • • • • • •	CA	90017 -	
Mailing Address (if different from above):				
City:		State:	Zip Code:	
Telephone Number: Fax Numb	er:		THE PROPERTY OF THE ACT OF THE POLICE OF THE	
(310) 649 - 0990 (310)	649	- 0416	

	Bond	#	1	0	0	O:	93	71	36	F
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- 1. That the Obligee (State of Florida) shall notify the Surety of any default of the Principal hereunder, at the earliest possible time following the discovery of such default.
- 2. That the Surety shall promptly notify the Obligee in writing of any changes in either the Principal or amount of bond set forth above. However, fallure of the Surety to provide such notice shall not affect the validity of this bond.
- 3. That if the Surety shall so elect, this bond may be canceled by giving 30 days written notice to the Obligee. Said notice shall contain full name, city, and state where the Principal is located, and the agency code number assigned to the Principal by the Obligee. The Surety, however, will remain liable for any default occurring during the period up to the expiration of said 30 day notice and such 30 day period shall begin only upon receipt of said notice by the Obligee.
- This bond is effective this 7th day of February, 2013, 12:01 A.M., standard time and shall continue in force until canceled.

4. That in no event shall the Surety be liable for a greater amount than that shown above.

Graham Lovell

Contact Person

who are fully authorized to execute this instrument, on the	7th	day of	February	, 20 <u>13</u>
P	rincipal `			
Witness	<u> </u>		Signature	
Witness			Titie	
Airfa	stTickets, Inc.			
Full Legs	al Name of Princi	oal		
Lean Paulus	Surety	B	yny N	Jaco i
Witness			Signature (Seal)	(1000
4) elic M. Mours			Attorney-in-Fact	
Witness			Title	
Lo	cal Agent			
Surety Placement Services, LLC	7975	N. Hayden R	oad, Ste. C-300: S	Scottsdale, AZ 85258
Name of Local Agent	~		Address	

(866) 430-3322

Contact Telephone Number

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS Flat, American Contractors Indemnity Company, a California comporation Texas Bonding Company, an assumed name of American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specially insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jean Paulus or Lynn Macci of Glendale, Arizona

sits the and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority in the lawful and appropriate the lawful and appropriate the lawful and appropriate the lawful appropriate the lawfu

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by

authority of the following resolutions adopted by the Boards of Directors of the Companies:

Attorney-in-Fact may be given ful recognizances, contracts, agreemen Company's liability thereunder, an and sealed and effected by the Corp. Be it Resolved, that the signature thereto by firedivided and any power any bond or undertaking to which it	I power and millioerity for and in the its or indemnity and other conditionad any such instruments so executed forate Secretary. of any authorized officer and seal of any authorized officer and seal of of attorney or certificate bearing fat is attached.	name of and on behalf of the lor obligatory undertakings by any such Attorney-in-Fa the Company heretofore or esimile signature or facsimi	company, to execute, ackr and any and all notices and et shall be binding upon the hereafter affixed to any pov le seal shall by validand bin	shall be and is hereby yested with full of the Company subject to the following the Company as if signed by the President wer of attorney or any certificate relating ading upon the Company with respect to the scale to be hereto affixed, this	The state of the s
31st day of March, 2011.	•				
Corporate Seals	MERICAN CONTRACTORS IN UNITED STATES SURETING CO	MEANY U.S. SPECIAL	By:		
State of California County of Los Angeles S	SS:	18 OF 18 1	(03) 197 ·		
On this 11" day of March, 2	2011, before me, Deborah Re mnity Company, Texas Bond	ling Company, United	States Surety Compa	niel P. Aguilar Vice President of ny and U.S. Specially Insurance	
and acknowledged to me		n his authorized capa	city, and that by his	bscribed to the within instrument signature on the instrument the	
WITNESS my hand and of	ficial scale	e of the State of Cali	C C C	ng paragraph sortle and correct. DEBORAH REESE mmission # 1928048 tery Public • Celifornia Los Angelos County mm. Expires Mar 18, 2015	が対象がある。
Company and U.S. Special of Attorney, executed by sa	ty Insurance Company, do he	roby certify that the all in full force and effect	mpany, Texas Bondin	g Company, United States Surety true and correct copy of a Power lutions of the Boards of Directors;	•
In Witness Whereof, I have of February	hereunto set my hand and at 2013	fixed the seals of said	Companies at Los An	geles, California this 7th day	,
Corporate Seals	See and the second	STILLING COL		ouri Adams	
Bond No. <u>1000937865</u> Agency No. <u>9050</u>	SEAL STANDS	(A)	Jeannie J	Kim, Assistant Secretary	
				Action Control of the	

WASHINGTON STATE DEPARTMENT OF LICENSING

SELLER OF TRAVEL SECTION P.O. BOX 9028 OLYMPIA, WA 98507-9026 E-MAIL: plssunit@dol.wa.gov dol.wa.gov

Seller of Travel or Out-of-State Seller of Travel Surety Bond

Know all persons by these presents: That	AirfastTickets, Inc. Legal name of applicanl/Owner
Businése nam	Tickets. Inc.
	and/or
American Contractors Inde	nnity Company
a Sole proprietor Partnership Corporation Limited II	ability co. Other:
organized and existing under the laws of the State of	
and autherized to transact business in the State of Washington, as Surety, sum of \$10,000 \$20,000 \$30,000 \$40,000 \$50,000 dollars lawfu State of Washington, for which payment well and truly to be made, we bind and assigns, jointly and severally firmly by these presents. The condition of the above obligation is such that: Whereas, the said principle.	money of the United States of America to be paid to the sald dourselves, our heirs, executors, administrators, successors
Seller of Travel license by the Business and Professions Division of the Deon the business of a Seller of Travel or Out-of-State Seller of Travel within RCW and Chapter 308-129 WAC to furnish a bond in the penal sum of at less sufficient surety, conditioned as required by said law.	partment of Licensing of the State of Washington for carrying the State of Washington; and is required by Chapter 19.138
Now, therefore, if the said principal will comply with all the provisions of Cha and regulations adopted by the Director of the Department of Licensing, of and will pay all amounts that may be adjudged against principal by reason adopted pursuant thereto in the conduct of principal's business as a Seller of shall be null and vold; otherwise to remain in full force and effect.	said state pursuant to the provisions of Chapter 19.138 RCW of violation of Chapter 19.138 RCW or any rules or regulations
Provided: That any person having a claim against the principal for damage Chapter 19.138 RCW or any rules or regulations adopted pursuant thereto in which the principal's business is located, or of any county in which jurisc	may bring suit on this bond in the Superior Court of the County
Provided further: That the aggregate liability of the Surety hereunder for an this bond. Provided further: That the bond shall be continuous and cancella of Licensing receives written notice from the Surety of the Surety's intent to	tion is effective thirty days after the Director of the Department
In witness whereof, the said Principal and the said Surety have affixed the	
this 7th day of February 2013 Effective date of bond	
Signature of Principal	Surety
	Name American Contractors Indemnity Company
Signature of applicant/Owner or individual authorized	Attorney-in-Fact July 12 Cd.
to sign for partnership, corporation, LLC., or other entity	Agency name Surety Placement Services, LLC
	Resident agent N/A
(Surety seal)	Address 7975 N. Hayden Road, Ste. C-300
	Scottsdale, AZ 85258
\$7-893-001 (R/2/11)W If you no	We are committed to providing equal access to our services. ed accommodation, please call (360) 664-6634 or TTY (360) 664-0116.

Agency No.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS. That American Contractors Indemnity Company, a California corporation. Texas Bonding Company, a California corporation, United States Surely Company, a Manyland corporation and US specially Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jean Paulus or Lynn Macci of Glendale, Arizona

its true and lawfill attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority incredit conferred hits name, place and stead, to execute acknowledge and deliver any and all boilds, recognizances undertakings of other instruments or contracts of suretyship to include riders, amondments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**). This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:
Be It Resolved, that the President, any Vice-President, any Assistant Secretary or any Assistant Secretary shall be and is hereby vested withfull in hower and authority to appoint any one or more intable persons as Atlorney (s)-in-Fact to represent and act for and on behalf of the Company subject to the total owners. It is a secretary or any Assistant Secretary shall be and is hereby vested withfull for the Company subject to the total owners. It is a secretary or any Assistant Secretary shall be and is hereby vested withfull for the Company subject to the total owners. It is a secretary or any Assistant Secretary shall be and is hereby vested withfull for the Company subject to the total owners. It is a secretary or any Assistant Secretary shall be and is hereby vested withfull for any subject to and on behalf of the Company, to execute, acknowledge and deliverant and secretary shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating theretority fits linite, signature of attorney or certificate bearing for similar signature or facsimile seal shall be validated binding upon the Company with respect to any bond of sind signature of facsimile seal shall be validated binding upon the Company with respect to any bond of signature or facsimile seal shall be validated binding upon the Company with respect to any bond of signature or facsimile seal shall be validated binding upon the Company with respect to any bond of signature or facsimile seal shall be validated binding upon the Company with respect to any bond of signature or facsimile seal shall be validated binding upon the Company with respect to any bond of signature or facsimile seal shall be validated binding upon the Company with respect to any bond of signature or facsimile seal shall be validated binding upon the Company with respect to any bond of signature or facsimile seal shall be validated binding upon the Company with respect to any bond of signature or facsimile seal shall be validated by the company with respect to any bond of signature or facsimile seal shall be validated by the company with respect to any bond of signature or facsimile seal shall be validated by the company with respect to any bond of signature or facsimile seal shall be validated by the company of signature or facsimile seal shall be validated by the company of signature or facsimile seal shall be validated by the company of signature or facsimile seal shall be validated by the company of signature or facsimile seal shall be validated by the company of signature or facsimile seal shall be validated by the company of signature or facsimile seal shall be validated by the company of signature or facsimile seal shall be validated by the company of signature or facsimile seal shall be validated by the company of signature or facsimile seal shall
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURFERY COMPANY U.S. SPECIALTY INSURANCE COMPANY State of California AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURFERY COMPANY By: Daniel P. Aguilar, Vice President
County of Los Angeles SS: On this 21st day of March, 2011, before me, Deborah Recse, a notary public personally appeared Daniel P. Aguilar, Vice President of Afficient Company Company, Texas Bonding Company, Unlied States Surely Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
The state of California that the foregoing paragraph is true and correct. WITNESS my liand and official seals Signature
I Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, Texas, Bonding Company, United States Surety Company, and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of February , 2013. Corporate Seals Bond No. 1000937866 (SITULLING) SEAL SUITALING SEAL SITULLING SEAL SITULLING SEAL SITULLING SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL

SURETY BOND SELLER OF TRAVEL

(Business and Professions Code Section 17550.15(k))

Instructions:					
Complete and	l mail to:		•		
300 South Sp	Attorney General oring Street, Suite 50 California 90013 Consumer Law Seller of Travel	Section,			
Bond Number 10	00937867	Premium \$	1,250.00	Term	Annual
KNOW ALL PERSON	ns by these pre	SENTS:			
	That(Name	AirfastTicke of Principal)	ts, Inc.		
	as principal, do	oing business u	inder the name of		
		irfastTickets, e of Business)			
	a Seller of Tra	vel, and whose	address for service	; is	
	87. Street Address	5 3rd Ave., 3r	d Floor		
	New York, City	NY State	10022 ZIP		
	and American	Contractors In	ndemnity Company,	, a corporation	admitted
to transact a general	surety business in the	e State of Cali	fornia, as surety, an	d whose addre	ess for service is
		. Figueroa St.,	Suite 1600	_	
	Street Address	5			
	Los Angeles, City	CA State	90017 ZIP	_	
are held and firmly be payment of which we	e bind ourselves, our				

allow the principal to file or have on file with the California Attorney General's office an adequate bond as

WHEREAS, the provisions of Section 17550.15(k) of the Business and Professions Code

defined in Business and Professions Code section 17550.11, in lieu of the trust account described in Business and Professions Code section 17550.15(b), this bond is executed and tendered in accordance with section 17550.15(k).

NOW THEREFORE, the conditions of the foregoing obligation are that if the principal complies with the provisions of Article 2.6 (commencing with Section 17550) of Chapter 1 of Part 3 Division 7 of the Business and Professions Code of the State of California and if no person suffers pecuniary loss in any transaction subject to said Article then this obligation is to be void; otherwise it is to remain in full force and effect.

PROVIDED HOWEVER, this bond is issued subject to the following express conditions:

- 1. This bond shall be deemed continuous in form and shall remain in full force and effect for all liabilities incurred before, and for acts, omissions, or causes existing or which arose before, the cancellation or withdrawal of the Surety from the bond.
- 2. The bond is executed by the Surety to comply with, and the bond shall be subject to, the provisions of Article 2.6 (commencing with Section 17550) of Chapter 1 of Part 3 of Division 7 of the Business and Professions Code and, except to the extent of any inconsistency with that Article 2.6, to the provisions of Chapter 2 (commencing with Section 995.010) of Title 14 of Part 2 of the Code of Civil Procedure.
- 3. The conditions of the bond are set forth in Business and Professions Code section 17550.11; and, (1) any passenger who sustains a monetary loss as a result of any violation of Article 2.6 by a Seller of Travel, or, (2) any governmental entity, may bring an action against both the principal and sureties on this bond.
- 4. The Surety agree to promptly furnish written notice to the Office of the Attorney General, Seller of Travel Program, at the address set forth above, of all claims made, suits filed, judgments rendered, and payments made by said Surety under this bond.
- 5. The aggregate liability of the Surety hereunder and all claims whatsoever shall not exceed the penal sum of this bond in any event.
- 6. This bond may be cancelled by the Surety in accordance with the provisions of Business and Professions Code section 17550.11(a).

	(City and State)
Date	Signature
	Printed or Typed Name
	Capacity (e.g. Principal,
	President, Attorney-in-Fact) 875 3rd Ave., 3rd Floor

	American Contractors Indemnity Company	
Name of Officer of Business	Name of Surety	
875 3rd Ave., 3rd Floor	601 S. Figueroa St., Suite 1600	
New York, NY 10022	Los Angeles, CA 90017	
Address	Address	
This bond is executed under an unrev	oked appointment or power of attorney.	
I certify (or declare) under penalty of that the foregoing is true and correct. Execute	f perjury under the laws of the State of California . ed at	
02/07/2013 Date	Signature of Attorney-in-Fact for Surety	
	Lynn Macci Printed or Typed Name for Attorney-in-Fact for Surety	

SURETY ACKNOWLEDGMENT State of Arizona SS. County of Maricopa On this the day of February 2013 , before me, the undersigned Notary Public, Jean Paulus ___, proven to me on the personally appeared Lynn Macci basis of satisfactory evidence to be the person(s) who executed the within instrument as Attorney-In-Fact on behalf of the Surety therein named, and acknowledged to me that the Surety executed it. WITNESS my hand and official seal. (Seal) 07/10/2014 Notary Commission Expires: Type of Document: <u>CA Seller of Travel bond</u>

Date of Document: 02/07/2013

Bond Number: 1000937867

PRINCIPAL ACKNOWLEDGMENT

State of			
County of	SS	•	
On this the	day of	the unders	, before me, signed Notary Public,
personally appeare	ed		
instrument, and ac	•	person(s) whose name is sub at he/she executed the same	
Notary Signature			(Seal)
Notary Commission Ex	pires:		
Type of Documer	nt: <u>CA Seller of Trave</u>	l Bond	
Bond Number:	1000937867	Date of Document:	02/07/2013

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation. Texas Bonding Company, an assumed name of Africalican Contractors Indemnity Company, a California corporation, United States Surety Company, a Manyland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

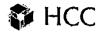
Jean Paulus or Lynn Macci of Glendale, Arizona

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by

penalty does not exceed

Agency No.

authority of the following resolutions adopted by the Boards of Directors of the Companies: Be it. Resolved that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby yested willifully power and authority to appoint any one or more many subject to the Company in the Company to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary. Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating theretofore or hereafter affixed to any power of attorney or any certificate relating theretofore or hereafter affixed to any power of attorney or any certificate bearing facinities signature or facsimile seal shall be validated binding upon the Company with respect to any boiled of fundamental facing to which it is attached. NEWITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of March, 2011. AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY United States Subery Company U.S. Specialty Insurance Company orporate Seals Vice President Daniel P. Aguilar, State of California County of Los Angeles a 2011 day of March, 2011, before me, Deborah Reese, a notary public personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surely Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. of the State of California that the foregoing paragraph is true certify under PENALTY OF PERJURY under the laws WITNESS my hand and official seal Commission # 1928048 Natary Public - California (Seal) Signature Los Angeles County My Comm. Expires Mar 18, 2015 I. Jeannie Jak ind Assistant Secretary of American Contractors Indemnity Company, Texas Bounding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and offer; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this of February Corporate Seals Jeannie J. Kim, Assistant Secretary 1000937867 Bond No.



purposes.

GENERAL INDEMNITY AGREEMENT (Commercial Bonds / Non-Contract Bonds)

This Agreement of Indemnity, made and entered into this 6th day of December 2012 is executed by the Undersigned for				
the purpose of indemnifying American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company, U. S. Specialty				
Insurance Company and/or HCC Surety Group, herein referred to as "Surety," in connection with any Bonds written on behalf of				
AirfastTickets, Inc. , herein referred to as "Principal."				
1. DEFINITIONS - The following definitions apply in this Agreement:				
Bond - Any contractual obligation undertaken by Surety for Principal, before or after the date of this Agreement and any renewal or extension of said obligation.				
Principal- The person(s) or entity(ies) set forth above or any one of them or any combination thereof, or their successors in interest, whether alone or joint venture with others named herein or not.				
Surety - American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company, U. S. Specialty Insurance Company and/or HCC Surety Group and any other person(s) or entity(ies) which the Surety may procure to act as a Surety or as a co-Surety on any Bond, or any other person or entity who executes a Bond at the request of the Surety.				
Indemnity Agreement - This term shall also include all other documents executed by the Undersigned or any one of them in connection with the issuance of any obligation prior to or subsequent to the date of this Agreement. These documents are incorporated herein for all				

Undersigned - The executing parties to this Agreement as well as any other party executing a bond obligation covered by this Agreement. Bach of the Undersigned are jointly and severally obligated under this Agreement.

INDEMNITY - In consideration of the execution and delivery by the Surety of a Bond or Bonds on behalf of the Principal, either prior to, in connection with or subsequent to this Agreement, the Undersigned agrees to exonerate, indemnify and hold the Surety harmless from and against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses of whatever kind or nature (including, but not limited to, interest, court costs and counsel fees) which arise by reason of, or in consequence of, the execution by the Surety of any Bond on behalf of the Principal and whether or not the Surety shall have paid any sums in partial or complete payment thereof, including but not limited to: sums paid including interest. liabilities incurred in settlement of claims, expenses paid or incurred in connection with claims, suits, or judgments under such Bonds: expenses paid or incurred in enforcing the terms of this Agreement: expenses paid or incurred in procuring or attempting to procure release from liability under its Bond by Surety; expenses incurred in recovering or attempting to recover losses or expenses paid or incurred; attorneys fees and all legal or professional services; adjustment of claims; premiums on Bonds Issued by Surety on behalf of the Principal; or monies advanced or loaned.

In furtherance of such indemnity:

- A The liability of the Undersigned shall extend to and include all amounts paid by the Surety in good faith under the belief that the Surety was or might be liable. or that such payments were necessary or advisable to protect any of Surety's rights.
- B. Surety shall have the right to incur such expenses in handling a claim as it shall deem necessary, including but not limited to the expense for investigative, accounting, collection, litigation costs and legal services (including in-house counsel).
- C. Surety shall have all rights set out herein, irrespective of the fact that the Undersigned may have assumed, or offered to assume, the defense of the Surety upon such claim.
- D. In any claim or suit hereunder, an itemized statement of the aforesaid losses and expenses or the vouchers or other evidence of disbursement by Surety; shall be prima facie evidence of the fact of the liability hereunder of the Undersigned.
- E. Surety shall have the right to reimbursement of its expenses, premiums and attornoys' fees, including in-house attorneys' fees, costs and expenses hereunder, irrespective of whether any payment has been made by Surety.
- F. The Surety shall have the exclusive right for itself and for the Undersigned to decide and determine whether any claim, demand, suit, or judgment shall, on the basis of liability, expediency or otherwise, be paid, settled, defended or appealed, and the Surety's determination shall be final, conclusive and binding upon the Undersigned.
- G. If the Undersigned desire that the Surety litigate a claim or demand, or defend suit, or appeal from such judgment, they shall deposit with the company, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount to be used in paying any judgment rendered, or which might be rendered, against Surety together with interest, costs and attorneys' fees,
- H. The parties agree that the place of performance of this agreement, including the promise to pay Surety, shall be the County of Los Angeles, State of California and venue for any suit. arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
- COLLATERAL SECURITY If a claim or demand is made against Surety, whether disputed or not, or Surety deems it necessary to establish a reserve for potential claims, and upon demand from Surety, the Undersigned shall deposit with Surety cash or other property acceptable to Surety. as collateral security. In a sufficient amount to protect Surety with respect to such claim or potential claims and any expense or attorneys' fees. Such collateral may be held or utilized by Surety until it has received evidence of its complete exoneration Orig GIA capp in Safe. 2/6/13 Exhibit 2-M. potential claims, and until it has been fully reimbursed for all loss, expense, attorneys' fees and unpaid premi

proviously deposited with Surety. is deemed insufficient by Surety, the Undersigned agrees to deposit addiamount and type acceptable to Surety. This may include the Surety's demand for each collateral in substitution f

- 4. ASSIGNMENT As security for the performance of all the provisions of this Agreement, effective as of the date of this Agreement, the Undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the Undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon, said assignment to include but not be limited to:
 - A Any and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the Undersigned have an interest.
 - B. All rights arising out of notes, accounts receivable, and any claims of any kind and court actions.
 - C. Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the Undersigned may be entitled, and any and all collateral for the undertakings given by the Undersigned in connection with any contract.
- 5. POWER OF ATTORNEY The Undersigned hereby irrevocably nominates, constitutes, appoints and designates the Surety or its designees as their attorney-in-fact with the power, but not obligation, to exercise all of the rights assigned, transferred and set over to the Surety by the Undersigned in this Agreement, and to make, execute and deliver any and all additional or other assignments, documents or papers, including but not limited to the execution of to further the intent of this Agreement, the endorsement of checks certificate of deposits or other instruments payable to any of the Undersigned, settle all claims and disputes that may arise under the bond or bonds including the execution of releases and settlement documents. The Undersigned hereby ratifies and affirms all acts and actions taken and done by the Surety or its designee as attorney-in-fact.
- 6. WAIVER OF NOTICE—The Undersigned agree that the Surety need not give notice to the Undersigned of any act, fact or information coming to the notice or knowledge of the Surety concerning or affecting Sureties rights or liabilities under any such Bond or Undersigned rights or liabilities hereunder, notice of all such information being hereby expressly walved. The liability of the Undersigned as to the future Bonds of Principal shall not terminate by reason of the failure of Surety to disclose facts known about the Principal, even though such facts materially increase the risk beyond that which the Undersigned might intend to assume. Whether Surety may have reason to believe such facts are unknown to the Undersigned, or whether Surety may have reasonable opportunity to communicate such facts to Undersigned, the Undersigned hereby waives notice and disclosure of such facts or information.
- 7. TERMINATION This Agreement is a continuing obligation of the Undersigned until Surety is exonerated and released from any liability under bonds issued to the Principal. The Undersigned may terminate their liability for any future bonds by written notice to Surety and such termination by a particular Undersigned shall in no way affect the obligation of any other Undersigned who has not given such notice. In order to terminate liability as to future Bonds of Principal, an Undersigned must:
 - A. Give written notice by means of certified mail to Surety at Surety's home office; and
 - B. State in such notice the name of the principal, Undersigned and the effective date (not less than thirty days after receipt thereof of Surety) of termination of such Undersigned's liability for future Bonds.

After the effective date of such termination by giving written notice, the Undersigned shall nonetheless be liable hereunder for Bonds executed or authorized prior to such date, and renewals, substitutions and extensions thereof.

8. GENERAL PROVISIONS

- A. The obligations of the Undersigned hereunder are joint and several. Surety may bring separate suits hereunder against any of the Undersigned as causes of action may accrue hereunder. Surety need not proceed first against the Principal.
- B. Undersigned will procure the discharge and exoneration of Surety from any Bond, and all liability by reason thereof upon the request of Surety.
- C. Undersigned warrants that each of them is specifically and beneficially interested in obtaining each Bond and agrees to pay the initial, renewal, and additional premiums thereon, at the Surety's filed rate at the time of renewal. The Undersigned agree that the initial premium is fully carned upon execution of said Bond.
- D. Surety shall have the right, at its option and in its sole discretion, to issue or decline the execution of any Bond or renewal thereof.
- E. Unless otherwise indicated herein, the Bond furnished by Surety pursuant to this Agreement shall not be applicable to guarantee or insure the Undersigned's operation, management, or control of an ongoing business operation.
- F. Undersigned agrees to give to Surety prompt notice of any facts which might give rise to any claims or suits against Surety upon any Bond.
- G. If the execution of this Agreement by any of the Undersigned be found defective or invalid for any reason, such defect or invalidity shall not affect the validity of this Agreement with respect to any of the other Undersigned. The invalidity of any provision of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this Agreement.
- H. The Surety may, at its option, file or record this Agreement or any other document executed by any or all the Undersigned, individually or jointly, in connection with the application, issuance or execution of any Bond or Bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the Undersigned under this Agreement. A copy or other reproduction of this Agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this Agreement.
- The Surety shall have the right to fill in any blanks and to correct any errors in the documents.
- J. Until Surety shall have been furnished with conclusive evidence of its discharge without loss from any Bonds, and until Surety has been otherwise fully indemnified hereunder provided, Surety shall have right of free access to the books, records and accounts of the Undersigned for the purpose of examining and copying them. The Undersigned hereby authorizes third parties, including but not limited to depositories of funds of the Undersigned, to furnish to Surety any information requested by Surety in connection with any transaction, other persons, firms or entities for the purpose of procuring co-Suretyship or reinsurance or of advising such persons, firms, or entities as it may deem appropriate.
- K. The Undersigned waives any defense that this instrument was executed subsequent to the date of any such Bond, admitting and covenanting that such Bond was executed pursuant to the Undersigned's request and in reliance on the Undersigned's promise to execute this instrument.

- L. This Agreement may not be changed or modified without the written consent of Surety. Any amendment of the Agreement for one of the undersigned shall not release any of the other Undersigned.
- M. In the event any of the Undersigned shall fall to execute this instrument or become insolvent, or in the event any of the Undersigned who execute this Agreement, shall not be bound for any reason, the other Undersigned shall, nevertheless, be bound hereunder for the full amount of the liability as aforesaid.
- N. No course of conduct or failure to timely exercise any rights under this Agreement shall constitute waiver of future enforcement of the rights and obligations hereunder.
- O. The liability of the Undersigned hereunder shall not be affected by: (a) the failure of the Principal to sign any Bond, (b) any claim that other indemnity or security was to have been obtained. (c) the release of any indemnity. (d) the return or the exchange of any collateral that may have been obtained.
- P. The Undersigned and their successors, executors and administrators agree to hold all money or other proceeds derived from the Undersigned actions covered by the bond or bonds for the purpose of performing the duties owed under the bond or bonds and discharging the obligations of the Bond, and for no other purpose until the Bond is completely exonerated.
- CREDIT RELATIONSHIP Each of the Undersigned further affirms that he understands Bonds are a credit relationship and hereby authorizes
 the Surety to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be
 affected or continued.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT THAT SETS OUT RIGHTS AND OBLIGATIONS WHEN YOU SIGN THIS AGREEMENT

Undersigned:

Name of Company

Principal(s): Airfa	st l'ickets, Inc.
Вух	Address 875 3rd Ave., 3rd Floor
Name and Title Mikolas Koklonis CEO & President	New York, NY 10022
By + Frant Few	Address 875 3rd Ave., 3rd Floor
Name and Title Frank Ferro CFO	New York, NY 10022
Ву	Address
Name and Title	
Ву	Address
Name and Title	
Individually/Trust	
Indemnitors:	
Ву	Address
Ву	Address
By	Address

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AND FRANK F	ERRO
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INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

In consideration of American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company and/or United States Surety Company referred to hereafter as "Surety," issuing the bond applied for, or any bond(s) in substitution for or in succession of the said bond(s), or any increase or extension of time of the said bond(s), or any new bond or any modifications, renewal or continuation of any of the foregoing, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is turnished to the Surety.

To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.

The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. The undersigned hereby grants the Obligee the authority to release to the Surely and its authorized representatives, any and all relevant information necessary

for the underwriting of this bond.

The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's

rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.

The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be piedged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or sult shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facle evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.

ASSIGNMENT - As security for the performance of all the provisions of this agreement, effective as of the date of this agreement, the undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation

thereon, said assignment to include but not be limited to:

a. Any and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the undersigned have an interest.

All rights arising out of notes, accounts receivable, and any claims of any kind and court actions.

Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the undersigned may be entitled, and

any and all collateral for the undertakings given by the undersigned in connection with any contract.

The Surety may, at its option, file or record this agreement or any other document executed by any or all the undersigned, individually or Jointly, in connection with the application, issuance or execution of any bond or bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the undersigned under this agreement. A copy or other reproduction of this agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this agreement.

Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County,

California.

The obligations of the undersigned are in addition to and cumulative of all other liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and

Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

IMPORTANT SIGNATURE INSTRUCTIONS

If sole owner, applicant and applicant spouse must sign as an authorized representative and individually.

if a partnership, an authorized partner must sign as the authorized representative and individually. All authorized partners and spouses must sign.

if a limited liability company, the managing member must sign as authorized representative and individually. All members and spouses must sign.

If a corporation, the president must sign as authorized representative and individually. All stockholders of 10% or more and spouses must sign. **Each Signature Must Be Notarized**

Signed, swom to and dated this day of Solat PRINCIPAL (Con pan) Name . exactly as it appo bh bond) vired Remesentative and Individually Authorized Representative and Individually Print Name Print Name X Authorized Representative and Individually Authorized Representative and Individually Print Name Print Name

NOTARY ACKNOWLEDGEMENT FOR HCC SURETY GROUP MULTI APPLICATION

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FICC Starty Group 601 S. Figueros Street, Some 1600. - os Angeles, California 99017 main 31d 649 0970 - recumber 10 649 0400

COLLATERAL SECURITY AGREEMENT AND RECEIPT

Principal(s)	:(Namc(s) as it	AirfastTicke	ts, Inc.	
	(Namo(s) as it	appear(s) on the Genoral Indomnity	(greement)	A CONTRACT OF THE CONTRACT OF
Address:	875 3rd Ave., 3rd Floor	New York	NY	10022
•	(Street)	(City)	(Stato)	(Zip)
Owner of C	Collateral Security:	AirfastTicko		a part and an increase and the state of the property of a desirable date of a desirable date of the state of
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Address:	875 3rd Ave., 3rd Floor (Street)	New York	NY	10022
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Social Secu	rity # or Tax I.D. #:	45-4321505	***************************************	
Owner of C	Collateral Security:			
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be a con-	Trust/Mortgage is incorporated here dition of default under the Deed of Tent. Deed of Trust/Mortgage shall be	rust/Mortgage, Should terms	on of this Collateral Securics of Deed of Trust/Mortgage	ly Agreement and Receipt shall ne conflict with the terms of this
3. Other: (cash, cash equivalents, stocks, bonds	, etc.) Wire transfer in the ar	nount of \$70,000 from City	bank N.A. in New York, NY
for bonds	#1000937865 (\$25K), #1000937866	(\$10K), #1000937867 (\$25)	C) and #1000937868 (\$10K).

AGREEMENTS AND CONDITIONS

A. Purpose and Use of Collateral

- 1. Por valuable consideration, receipt of which is hereby acknowledged, the Owner hereby grants a security interest in the Collateral together with any proceeds, product, increase in value and income including rents thereon, and any additional or replacement collateral. The Collateral is hereby pledged, whether held by a third party or deposited with the Surety, as security to unconditionally and fully protect the Surety in connection with any and all bonding obligations us may exist or be created in the future between the Owner, the Principal, any current or hereafter created or acquired subsidiary, affiliate, joint venture, or other legal entity in which the Owner or Principal has a substantial, material, or beneficial interest, or any other third party at the request of the Owner, Principal or Indemnitors. The Surety may enforce the terms of the Collateral Security Agreement and Receipt (hereinafter, the "Agreement") to protect and/or reimburse the Surety:
 - i. For the enforcement and fulfillment of the provisions of the General Indemnity Agreement, Agreement of Indemnity, and/or other indomnity agreement (hereinafter, the "Indemnity Agreement");
 - Against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses, investigative fees and expenses, accountants' fees and expenses, engineering and other professional or consultants' fees and expenses of any kind, in-house attorneys' fees and expenses, interest, court costs and any and all other types of losses, costs or expenses of whatsoever kind or nature, which the Surety may sustain and/or incur and which arise by reason of or in any manner in consequence of, no matter how remotely, the execution or procurement by the Surety of any bonds issued or procured by the Surety on behalf of the Principal, recognizance, undertaking or other obligation, regardless of when issued or incurred (all of which, together with any continuations and modifications thereof, are hereinafter referred to as the "Bonds"), heretofore or hereafter executed, assumed or procured by the Surety at the instance or request or on behalf of either the Owner or the Principal;
 - iii. Por the payment of all premiums on such Bonds and all other items of indebtedness due to the Surety and/or its agent from the Principal or Owner;
 - iv. For the performance of every agreement (including continuations or modifications thereof, with or without consent of the Owner) made by the Owner or by any Principal concerning said Bonds;
 - v. To secure and indemnify the Surety from any and all losses, costs, interests, expenses, and/or legal fees which Surety may incur or become liable for under the terms and provisions of all the agreements provided by the Owner and/or the Principal to the Surety, including but not limited to any Indemnity Agreement.
 - 2. To accomplish the purposes of such Collateral deposit, the Surety is authorized, and hereby appointed as attorney-in-fact for the Owner to act at any time and without notice or legal process, to sell, cash, surrender and use said Collateral, and to apply the Collateral or any proceeds to payment of or reimbursement in accordance with the terms of the Indemnity Agreement, as it may elect; and, at its option and in its sole discretion, to sell any of said Collateral security at public or private sale to itself or to any person, or to deposit, liquidate, convert, cash, exchange, renew or dispose of said Collateral or the proceeds thereof, in any manner, in such form and on such terms as it deems proper.
 - Owner represents him/her/itself to be the sole owner(s) of the Collateral, and agrees to save the Surety harmless from any loss, costs, expenses, damages or attorneys' fees arising from claims to any part of the Collateral by any person(s) and/or entity claiming adversely to the Owner or Surety. The Undersigned hereby appoints the Surety or the Surety's lawfully designated representative to execute any form(s) or document(s) which may be necessary to perfect the Surety's licn(s) on such Collateral including but not limited to forms proscribed by the Uniform Commercial Code such as form UCC-1, UCC-2 and UCC-3.
 - 4. If the Collateral, any substitutions thereof, or additions thereto, shall for any reason be of a value insufficient for the Surety's protection, in the Surety's opinion, the Owner and/or the Principal shall, upon demand, deposit additional collateral satisfactory to the Surety, of a value at least equal to the amount of the Bonds. If the Owner and/or the Principal do not deposit additional collateral within five (5) days after demand, the Surety may sell, deposit, invest, convert, cash, liquidate, exchange, renew, or dispose of the Collateral, at its discretion, including a public or private sale and the Surety may be the purchaser at such sale.
 - 5. The Surety shall not be liable for any loss or depreciation of the Collateral or the proceeds thereof, or damage thereto, and the Surety assumes no responsibility for the earning of any income thereon. In connection with any certificate of deposit or any other instrument evidencing the deposit of money with any person, firm or corporation included in the Collateral, it is understood that the Owner has selected the depository, or appointed the Surety to select the depository and the Owner assumes full responsibility for the safety of the deposited funds.

Page 2 of 6

B. . Types of Collateral

- 1. Cash. If the Collateral pledged herein is in the form of cash, the Collateral is being delivered to the Surety to be held in the Surety's name. Ownership and control of the Collateral is vested in the Surety until all Bonds are exonerated in accordance with Section D of this Agreement. The Surety will pay simple interest at a rate of one half of one percent (0.5%) per annum. The Surety is entitled to retain any amount of accrued interest earned in excess of the stated rate. If paid, interest will be paid in accordance with Section D of this Agreement as long as the Owner delivers to the Surety an executed IRS Form W-9 or W-8. When IRS Form W-8 is applicable, the Surety will withhold U.S. tax as required by IRS Pub. 515. In the event the Owner fails to deliver to Surety an executed IRS Form W-9 or W-8 within thirty (30) days subsequent to the release of Collateral to the Owner, the Owner shall forfeit all rights to interest. Notwithstanding anything to the contrary in this Agreement, any interest paid to the Owner upon the release of the Collateral may be greater than or less than the interest received by the Surety on such Collateral. Interest shall not be paid on Collateral deposited with the Surety for ninety (90) days or less.
- 2. Irrevocable Letter of Credit. If the Collateral pledged herein is in the form of an Irrevocable Letter of Credit (hereinafter "ILOC"), it is the responsibility of the Owner and/or Principal to provide the Surety with a notice of renewal of that ILOC at least forty-five (45) days prior to its expiration date. This responsibility of renewal by the Owner and/or Principal shall continue for every renewal period unless the Owner and/or Principal receive written notification from the Surety that no renewal will be required. Should the Owner and/or Principal fail to provide a notice of renewal to the Surety within the time allowed under this paragraph then the Surety may require the Owner and/or Principal to pay a nonrefundable processing fee of \$300.00 to the Surety and any other actual expenses incurred by the Surety in obtaining such a renewal. In addition to this fee, the Surety may exercise its right to draw on the ILOC and such proceeds shall be considered substitute Collateral under this Agreement.

The Surety reserves the right, in its sole and absolute discretion, to accept or reject the issuing bank of the ILOC. At any time following receipt of an ILOC by the Surety, the Surety may, in its sole and absolute discretion, demand a replacement ILOC from a different issuing bank. The Owner and/or Principal shall, upon demand by the Surety, provide a replacement conforming ILOC within ten (10) calendar days. Should the Owner and/or Principal fail to provide a replacement ILOC to the Surety within the time allowed under this paragraph, the Surety may exercise its right to draw on the ILOC and such proceeds shall be considered substitute Collateral under this Agreement und/or require the Owner and/or Principal to pay a nonrefundable processing fee of \$300.00 to the Surety in addition to any other actual expenses incurred by the Surety in obtaining such a renewal.

The Surety, in its sole and absolute discretion, may draw up to the full amount of the ILOC to satisfy any claims made or may be made on/against the Surety end/or all items of indebtedness due to the Surety under or for said Bonds whether known or unknown to the Surety at the time of the draw.

- 3. Real Property. If the Collateral is a security interest in real property, the Surety may require the Owner and/or Principal to pay a file initiation and processing fee of \$350.00 in addition to any actual expenses incurred by the Surety, whichever is greater. Upon the Surety's approved release of such Collateral, the Surety may require the Owner and/or Principal to pay a nonrefundable reconveyance fee which will not exceed the maximum allowed by law at the time the reconveyance is executed.
- 4. <u>Securities.</u> In the event non-interest bearing securities or instruments are deposited with the Surety as Collateral, there shall be no duty on the part of the Surety to deposit or place such Collateral in an interest-bearing account or arrangement, or segregate funds, securities or other instruments from others held by the Surety.
- 5. Miscellaneous. All other types of property deposited with and/or assigned to the Surety as Collateral shall be subject to the terms of this Agreement.

C. Substitution of Collateral

- 1. Any substitution of the Collateral shall be at the discretion of Surety as to the value, form, and source and the Owner agrees that any substitution shall be subject to the terms of this Agreement and of any Indemnity Agreement.
- 2. Should the Owner and/or Principal:
 - Request the Surety to substitute the Collateral;
 - il. Request the Surety to subordinate its previously secured interest in real property; or
 - iii. Request a change or alteration, in any manner, of the Collateral

. the Owner and/or Principal acknowledge that the Surety may require the Owner and/or Principal to pay, in advance to the Surety, a nonrefundable file initiation and processing fee of \$300.00 and any expenses incurred in acting upon the Owner and/or Principal's request. The Owner and/or Principal agree that the Surety is under no obligation to comply with any requests and all prepaid fees are nonrefundable.

D. Release of Collateral

- 1. <u>In General.</u> The Surety may consider release of the Collateral upon its receipt of written evidence and/or information satisfactory to the Surety (in the Surety's sole discretion) of the following:
 - i. Discharge and exoneration from all liability under the Bonds;
 - ii. Proof of ownership of the collateral by the applicant requesting its release; and
 - iii. Payment of all amounts due to the Surety from the Owner and/or Principal as provided herein and/or in any Indemnity Agreement,

The Owner and Principal recognize that differences of opinion with regard to proof of ownership and of termination of the Surety's liability require the giving of considerable latitude to the Surety in the determination of what evidence is satisfactory. In the event the Surety determines the evidence is satisfactory to support a release of the Collateral, the Surety shall, within a reasonable period of time, return the Collateral or the proceeds thereof, less any deductions pursuant to the terms of this Agreement and/or any lindemnity Agreement.

- Bond Specific Collateral Release. Release of the Collateral by the Surety will further be determined in accordance with the specific types of said Bonds as detailed hereinbelow:
 - i. Contract and Subdivision Bonds. The Surety will retain the Collateral for a minimum of ninety (90) days after project or contract completion and acceptance by the Owner/Obligee. Upon expiration of ninety (90) days from acceptance by the Owner/Obligee, the Surety will consider releasing the Collateral if the following conditions are met:
 - a. There are no circumstances which may cause a claim, in the sole judgment of the Surety;
 - b. No claim has been made against any Bonds for which the Collateral was posted;
 - c. The Principal has fulfilled all obligations under the terms of the bonded contract(s).
 - ii. Court Bonds. There are various means of exonerating a court bond, i.e. final judgment, stipulation, dismissal, etc. The Owner agrees to submit documents to be considered for exoneration to the Surety (prior to execution or filing of said documents with any court) for the Surety's pre-approval.
 - iii. Lost Note Bonds. The Surety will consider releasing the Collateral upon receipt by the Surety of evidence which demonstrates one or more of the following events has/have occurred:
 - a. Final judgment confirming quiet of title in favor of the Principal;
 - b. Recorded substitution of trustee and deed of full reconveyance executed by deed of trust beneficiary; or
 - c. Expiration of all applicable statute of limitations.
 - ly. Lien Release Bonds. The Surety will consider a release of the lien release bond in the form approved by the Surety and executed by the Obligee, or a final judgment fully exonerating the Surety from the lien release bond.
 - v. All Other Bonds or Classes of Business. The Surety will consider releasing the Collateral based on its review of underwriting and other criteria which may be in force at the time of the request for release of the Collateral.
- 3. Until the requirements of Section D(2) of this Agreement are satisfied, the Surety will not consider release of the Collateral and will have no obligation to the Owner of the Collateral to release the Collateral. Upon exoneration of said Bonds, the Collateral held by the Surety may be subject to state unclaimed property laws.

E. Additional Collateral Provisions

- 1. This Agreement may not be modified, amended, assigned, negotiated, transferred or changed without the express written consent of a duly authorized officer of the Surety.
- 2. By exercising or falling to exercise any of its rights, options or elections hereunder, the Surety shall not be deemed to have waived any breach or default on the part of any of the Owner and/or Principal or to have released any undersigned from any Owner and/or Principal of his/her/its/their obligations hereunder, unless such waiver or release is in writing and is signed by a

Page 4 of 6

duly authorized officer of the Surety. In addition, the waiver by the Surety of any breach or default hereunder shall not be deemed to constitute a waiver of any succeeding breach or default.

- 3. The Surety, the Owner, and the Principal agree that the place of performance of this Agreement, including the promise to pay the Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be, at Surety's option, the location of the collateral or Los Angeles County, California.
- 4. All provisions of the Indemnity Agreement are incorporated herein by reference. The Owner understands that he/she/it is entitled to receive a copy of the Indemnity Agreement and the Surety agrees to provide said copy to the Owner, upon request.
- 5. It is understood and agreed by the Owner and Principal that the rights, powers and remedies given to the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers and remedies which the Surety may have or acquire against the undersigned or others whether by the terms of any other agreement, including the Indemnity Agreement, or by operation of law or otherwise.
- The Surety shall be under no obligation to proceed against any or all of the Collateral before proceeding against any Principal or indemnitor of any Indemnity Agreement.
- 7. If any part of this Agreement is found by a court of competent jurisdiction to be contrary to law, only that part of the Agreement is null and void and the balance of the Agreement continues in force until terminated or amended.

Dated at New York, NY this 6th	of <u>December</u> , 20 12 .
SURETY By:	OWNER - Collateral By: Signature of Officer and/or Individually Airfast Tickets, Inc Nikolas Koklonis, CEO & Presiden Print Name of Owner
PRINCIPAL By: Signature as Office and organizationally Nikolas Keklonis, CEO & President Print Name of Authorized Agent of Principal	OWNER - Collateral By: Signature, as Officer and/or Individually Print Name of Owner
PRINCIPAL By: Signature, as Officer and/or individually Frank Ferro, CFO	OWNER - Collateral By: Signature, as Officer and/or Individually
Print Name of Authorized Agent of Principal	Print Name of Owner

CERTIFICATE OF ACKNOWLEDGEMENT OF NOT	'ARY PUBLIC	
STATE OF LEAD YOUR)		
name(s) is/are subscribed to the within instrument and	who proved to me on the basis of satisfactory evidence acknowledged to me that he/she/they executed the same the instrument the person(s), or the entity upon behalf of	to be the person(s) whose
I certify under PENALTY OF PERJURY under the laws	of the State of 12 1000 that the foregoing par	·
WITNESS my hand and official seal.	and the leading par	agraph is true and correct.
(Signature of Notary Public)	AYANNA K CADOGAN ROI NOTARY PUBLIC, STATE OF	
CERTIFICATE OF ACKNOWLEDGEMENT OF NOT	ARY PUBLIC COMM. EXP. 3/23/2	COUNTY
STATE OF COUNTY OF		
		111
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(Signature of Notary Public)		
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PAGTER AND PERRY ISAACSON

A PROFESSIONAL LAW CORPORATION

R. GIBSON PAGTER, JR.* MISTY PERRY ISAACSON* SUITE 104 525 N. CABRILLO PARK DRIVE SANTA ANA, CALIFORNIA 92701 TELEPHONE: (714) 541-6072 FACSIMILE: (714) 541-6897

DATE: March 15, 2016

TO: BMC Group, Inc.

Via Golden State Overnight

Attn: AirFastTickets Claims Processing 300 N. Continental Blvd., #570

El Segundo, CA 92045

I am enclosing the following:

PROOF OF CLAIM

() PER YOUR REQUEST () FOR YOUR FILES

() FOR YOUR APPROVAL () FOR YOUR SIGNATURE

() PLEASE REVIEW AND CONTACT ME FOR DISCUSSION

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PAGTER AND PERRY ISAACSON

Rv.

lmelda Bynog

Assistant to R. GIBSON PAGTER, JR.

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Enclosure(s)