

Fill in this information to identify the case:

Debtor name: **AirFastTickets, Inc.**

United States Bankruptcy Court for the: **Southern District of New York**

Case number (if known): **15-11951 (SHL)**

ID: 219  
HNA GROUP INT'L  
C/O EDGAR D PARK  
233 WILSHIRE BLVD, SUITE 400  
SANTA MONICA, CA 90401

**YOUR CLAIM IS SCHEDULED AS:**

Schedule/Claim ID **s112**

Amount/Classification

**\$2,890,164.00 Unsecured**

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

**THIS SPACE IS FOR COURT USE ONLY**

RECEIVED

APR 04 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, except for administrative expenses under 11 U.S.C. § 503(b)(9).

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.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that is actually received on or before 7:00 pm, prevailing Eastern Time on April 6, 2016 for Non-Governmental Claimants OR on or before April 25, 2016 for Governmental Units.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>		<b>HNA GROUP (INTERNATIONAL) CO., LTD.</b>	
		Name of the current creditor (the person or entity to be paid for this claim)	
		Other name the creditor used with the debtor	
<b>2. Has this claim been acquired from someone else?</b>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>		<b>Where should payments to the creditor be sent? (if different)</b>	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)			
Where should notices to the creditor be sent?			
Edgar D. Park, Esq. Six Degrees Law Group		Lei SHI / Peng Zhao	
Name		Name	
233 Wilshire Blvd., Suite 400		26/F Three Pacific Place	
Number Street		1 Queen's road East	
Santa Monica CA 90401		Hong Kong	
City State ZIP Code		City State ZIP Code	
Contact phone 424-272-8387		Contact phone +86 13910104568	
Contact email edgar@6dlaw.com		Contact phone +852 5617 9675	
		Contact email shi.lei.9@hnaair.com	
		shawn.pzhao@hnaair.com	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____			
<b>4. Does this claim amend one already filed?</b>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give information about the Claim as of the Date the Case Was Filed**

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

7. How much is the claim? \$ 2,888,590 Does this amount include interest or other charges?  
Principal Amount of Note: \$2,490,164.00 ☐ No  
Accrued Interest Through 10/27/2015: \$398,425.84 ☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).  
Total Principal and Interest: \$2,888,590

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Money loaned under a Secured Convertible Promissory Note No. 1-070 dated June 2, 2015, in the principal amount of \$2,490,164 (copy attached), a First Amended and Restated Security Agreement dated January 3, 2015 (copy attached), a UCC Financing Statement filed 1/5/2015 (copy attached), and Secured Convertible Note Purchase Agreement, First Amended and Restated Collateral Agent Agreement, and Stock Pledge Agreement (description included in attached addendum).

9. Is all or part of the claim secured? ☒ No\*  
☐ Yes. The claim is secured by a lien on property.  
Nature of property:  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_  
Basis for perfection: \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
Value of property: \$ \_\_\_\_\_  
Amount of the claim that is secured: \$ \_\_\_\_\_  
Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_  
Annual Interest Rate (when case was filed) 40 %  
☒ Fixed  
☐ Variable

\* The Secured Convertible Note was purportedly secured by accounts receivable of the debtor.

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

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

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?** ☒ No

☐ Yes. Check all that apply:

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

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Amount entitled to priority \$ \_\_\_\_\_

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

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

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

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

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

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

**13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?** ☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ \_\_\_\_\_

### Part 3: Sign Below

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

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

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

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 29th March 2016  
MM / DD / YYYY

Signature

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

Name Lei Shi  
First name Middle name Last name

Title Deputy General Manager

Company HNA Group (International) Ltd.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 28/F Three Pacific Place, 1 Queen's Road East  
Number Street  
Hong Kong  
City State ZIP Code

Contact phone 929-422-9892 Email shilei@hnair.com

THIS NOTE AND THE SECURITIES INTO WHICH THIS NOTE MAY BE CONVERTED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND HAVE BEEN TAKEN FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH ANY DISTRIBUTION THEREOF. THEY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION AND QUALIFICATION WITHOUT, EXCEPT UNDER CERTAIN SPECIFIC LIMITED CIRCUMSTANCES, AN OPINION OF COUNSEL FOR SECURED PARTY, CONCURRED IN BY COUNSEL FOR THE COMPANY, THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED.

**AIRFASTTICKETS, INC.  
SECURED CONVERTIBLE PROMISSORY NOTE**

\$2,490,164

No. 1-070  
June 2, 2015

AirFastTickets, Inc., a Delaware corporation (the “Company”), for value received, hereby promises to pay to the order of **HNA Group (International) Co., Ltd.** (“Holder”, also referred to herein as “Lender”), in lawful money of the United States at the address of Secured Party set forth below, the principal sum of **\$2,490,164** (“Principal”), together with interest on the unpaid Principal at the rate of **3.33% per month**, prorated daily. Interest under this Note shall be calculated and shall accrue from a commencement date of **June 2, 2015**. Unpaid Principal together with all accrued interest on such Principal amount shall be due and payable on **September 30, 2015**, unless this Note is earlier converted into other securities of the Company in accordance with the terms hereof. Any Principal or interest hereunder may be prepaid, in whole or in part, at any time in accordance with Section 3, provided that the Company shall give the Holders written notice and an opportunity to convert this Note in accordance with Section 3. Any payment made under this Note shall first be applied to repay interest which has accrued hereunder and the remainder, if any, shall be applied to reduce the Principal amount outstanding hereunder.

This Note is issued pursuant to one of the following, as applicable: (i) the Secured Convertible Note Purchase Agreement dated January 3, 2015 (the “Purchase Agreement”), or (ii) in replacement of a promissory note issued pursuant to the Secured Convertible Note Purchase Agreement dated October 18, 2014 (“Prior Purchase Agreement”). This Note is secured under a First Amended and Restated Security Agreement dated January 3, 2015 between the Company and the Secured Party (the “Security Agreement”).

This Note is one of a series of Notes of like tenor, secured under the Security Agreement. The Lenders have appointed an agent to act on their behalf as secured party (“Secured Party”) with respect to administration of their rights under the Security Agreement, pursuant to a First Amended and Restated Collateral Agent agreement (“Collateral Agent Agreement”). Additionally, the Company and the Collateral Agent are entering into an escrow and deposit control agreement for purposes of establishing an account to collect proceeds of the Collateral, over which the Collateral Agent shall have control (“Control Agreement”). The Company shall cause the payors of the Accounts Receivable (defined in the Security Agreement) to direct payments to the Control Account (“Control Account”) established pursuant to the Control Agreement.

Reference is made to the Purchase Agreement or Prior Purchase Agreement (as the case may be), Security Agreement and the Collateral Agent Agreement, pursuant to which, among other matters, the Company and Lenders agree to abide by the determinations made as to available rights and remedies by Secured Party and/or a Majority in Interest (defined below in Section 9.3) of Lenders during the period an "Event of Default" (as defined in this Note and in the Security Agreement) shall be continuing.

Upon the occurrence of an Event of Default, the default rate of interest shall be Forty Percent (40%) per annum effective immediately from the date of such event, until and unless cured.

1. Definitions. Unless otherwise defined herein or unless the context hereof otherwise requires, all capitalized terms used in this Note shall have the meanings ascribed to them in the Purchase Agreement. This Note (and other Notes), the Purchase Agreement or Prior Purchase Agreement (as the case may be), the Security Agreement, the Collateral Agent Agreement, the Control Agreement, and the documents and instruments referred to therein are collectively referred to as the "Transaction Documents".

2. Redemption. The Company shall notify the Holder in writing within seven (7) calendar days upon receipt of cash from any payor of its Accounts Receivable, into the Control Account in an amount exceeding \$2,000,000. Upon receipt of such written notice, the Holder shall have a seven (7) day priority right to redeem for cash all or a portion of the Principal and accrued interest under this Note ("Redemption") by submitting to the Company and Collateral Agent a written notice of Redemption in the form attached as Exhibit B ("Notice of Redemption") during the term of this Note; which priority right shall take precedence over any Company request to the Collateral Agent for release of funds in compliance with the Minimum Collateral Value requirement of Section 5.1 of the Security Agreement. Upon receipt by the Company of a Notice of Redemption during said 7 day period, and in the order such notices are received from the Holders, the Company shall within seven (7) days of said receipt repay the redeemed Principal and interest accrued through the date of Notice of Redemption, out of cash available in the Control Account. Notices of Redemption shall be treated as claims upon available cash with priority in order of the date and time received by the Company. After the aforesaid 7 day period with respect to funds disclosed as available in the Control Account, Notices of Redemption and any requests by Company to the Collateral Agent for release of excess funds to the Company shall be handled and paid in the order of the date and time received by the Collateral Agent. Interest shall cease accruing on this Note upon delivery of a Notice of Redemption.

3. Prepayment. The Company may prepay the Principal and interest under all Notes at any time ("Prepayment") without exclusion of any Holder; *provided* that in the event of Prepayment, the amount of interest that would have accrued through September 30, 2015 shall accelerate and become due upon such Prepayment; and *provided further* that the Company shall furnish Holders with the requisite prior written notice in accordance with this Section, and an opportunity to Convert pursuant to Section 6 below. If at the time of Prepayment, no Qualified Financing is pending or the terms thereof negotiated, the Board of Directors of the Company shall in good faith determine the fair value of each share of Company common stock in accordance with Section 5.2(b), and indicate such fair value determination in its written notice to Holders. For a period of sixty (60) days following the date of delivery of the Prepayment notice, the Holder shall have the right to elect to Convert all or a portion of this Note by providing written notice of its decision to Convert to the Company within said 60 day period; in the event that the Holder elects to Convert pursuant to this Section, the Principal and interest

of this Note shall be Converted pursuant to Section 6 below. The Company shall pay all Principal and interest due under this Note within three (3) business days following written notice from the Holder declining to Convert or partially Convert, or following the end of said sixty day period if no notice is received.

4. Maturity. On or prior to the Maturity Date, the Company shall notify the Holders in writing to confirm its intent to pay the Holders the Principal and accrued interest (through September 30, 2015), and said written notice shall provide Holders with an opportunity to Convert this Note into securities of the Company. Holder shall have until 60 days after the Maturity Date to elect in writing to Convert all or a portion of the Holder's Note at a conversion price equal to (a) the fair value per share of common stock of the Company as determined in good faith by the Board of Directors and specified in the notice, or (b) if the terms of a Qualified Financing (defined below) have been negotiated and agreed to on the Maturity Date, the per-share price and terms of the Qualified Financing, as specified in the written notice from the Company.

5. Qualified Financing. The Company shall notify the Holder in writing promptly in the event that it intends to conduct or enters into negotiations with an investor or investors, for a Qualified Financing, which notice shall set forth the detailed terms thereof ("Notice of Qualified Financing"). "Qualified Financing" shall mean a sale by the Company on or prior to the Maturity Date of its securities resulting in at least \$10,000,000 in gross proceeds to the Company, excluding the Converted Principal and interest of this Note and all other Notes, of its equity or equity-linked securities in an offering for capital raising purposes. Upon receipt by the Holder of a Notice of Qualified Financing, the Holder shall have until the date of the initial closing of such financing to elect to Convert all or a portion of this Note pursuant to Section 6 below.

6. Conversion.

6.1 Conversion. Subject to the provisions of this Note, in the event of a Prepayment (Section 3) or Maturity (Section 4), all or a portion of the outstanding Principal amount of this Note, together with all accrued and unpaid interest and payments due under this Note shall be convertible at the option of the Holder, into (i) securities issued in a Qualified Financing (defined below), comprised of shares or capital stock or other securities of the same class, on the same terms, and at the same price, as that issued and sold in the Qualified Financing, or (ii) if no Qualified Financing exists, into common stock of the Company at a conversion price equal to the fair value of each share of common stock determined in accordance with Section 6.2(b). For purposes of this Note, the term "Convert(ed)" means a Holder's election to convert, and "Conversion" means the conversion of the Note into securities as described in this Section 6. The Company and Holder may voluntarily agree to Convert the Note into shares of Company common stock pursuant to Section 6.1(ii) at any time.

6.2 Mechanics of Conversion.

(a) Conversion Upon Qualified Financing. If this Note is Converted in connection with a Qualified Financing, the Conversion shall occur in accordance with this Section 6.2(a). The Holder shall surrender this Note to the Company at the address set forth below, and shall execute and deliver to the Company any documentation agreed to by the investors in the Qualified Financing. Such Conversion shall be deemed to have been made upon the initial closing of the Qualified Financing, and, as of such moment, (i) the rights of the Secured Party under the surrendered

Note as such (to the extent of the Principal amount and any accrued accelerated and unpaid interest Converted) shall cease, and (ii) the Lenders shall be treated for all purposes as the record holders of the shares of capital stock or securities into which such Principal and/or interest has been Converted. As soon as practicable after the Conversion, the Company shall issue and deliver to each Holder, at the address designated by such Holder a certificate or certificates (issued as of the date of conversion) for the number of shares of capital stock, or an instrument representing securities, into which such Holder's pro rata share of the Principal amount and any accrued and unpaid interest has been Converted.

(b) Conversion Without Qualified Financing. In the absence of a Qualified Financing, this Note may nonetheless be Converted in full by the Holders into common stock of the Company at a Conversion price determined by the Board of Directors in good faith based upon the fair value of each share of common stock of the Company. The Holder shall surrender of this Note to the Company at the address set forth below, and shall execute and deliver any documentation for such Conversion into common stock as mutually agreed by the Company and the Secured Party (on behalf of the Lenders). The Company agrees to deliver written notice to the Holders and Secured Party of any proposed Conversion pursuant to this Section 6.2(b) containing the Board of Director's good faith calculation of fair value and Conversion price, and the proposed terms of Conversion. On the effective date of such Conversion, (i) the rights of the Secured Party and Lenders under the surrendered Note(s) as such shall (to the extent of the Principal amount and any accrued and unpaid interest converted) cease, and (ii) the Holder shall be treated for all purposes as the record holder of the shares of common stock into which such Principal and/or interest has been Converted. As soon as practicable after the Conversion, the Company shall issue and deliver to each Holder, at the address designated by such Holder a certificate or certificates (issued as of the date of Conversion) for the number of shares of common stock into which such Holder's Note has been Converted.

6.3 Fractional Shares. No fractional shares shall be issued upon Conversion of this Note, or any portion thereof. In lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall pay cash equal to such fraction multiplied by the Conversion price.

6.4 Partial Conversion. In the event that the Holder elects to Convert part but not all of the Principal and interest under this Note, upon surrender of this Note the Company shall promptly issue a replacement Note reflecting the un-Converted portion of Principal and interest hereunder.

7. Events of Default. The occurrence of any of the following events of default ("Event of Default") shall, at the option of the Lender hereof, make all sums of Principal and accrued interest then remaining unpaid hereon and all other amounts payable hereunder immediately due and payable, upon demand, without presentment or grace period, all of which hereby are expressly waived, except as set forth below:

7.1 Failure to Pay Principal or Interest. The Company fails to pay any installment of interest or other sum due under this Note when due and such failure continues for a period of ten (10) business days after the due date.

7.2 Breach of Covenant. The Company breaches any material covenant or other material term or condition of any Transaction Document, or any other material term or condition of

any other agreement referenced therein, in any material respect and such breach continues uncured for a period of ten (10) business days.

7.3 Breach of Representations and Warranties. Any material representation or warranty of the Company made herein, in any Transaction Document, or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith or therewith shall be false or misleading in any material respect as of the date made and as of the date of the Purchase Agreement or Prior Purchase Agreement to which the Holder is a party.

7.4 Receiver or Trustee. The Company shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business; or such a receiver or trustee shall otherwise be appointed without the consent of the Company if such receiver or trustee is not dismissed within forty five (45) calendar days of appointment.

7.5 Judgments. Any money judgment, writ or similar final process shall be entered or filed against the Company or any of its property or other assets for more than \$100,000, and shall remain unpaid, unvacated, unbonded or unstayed for a period of forty-five (45) calendar days.

7.6 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings or relief under any bankruptcy law or any law, or the issuance of any notice in relation to such event, for the relief of debtors shall be instituted by or against the Company and if instituted against Company are not dismissed within forty-five (45) calendar days of initiation.

7.8 Non-Payment. A default by the Company under any one or more obligations in an aggregate monetary amount in excess of \$100,000 for more than ten (10) business days after the due date, unless the Company is contesting the validity of such obligation in good faith and has segregated cash funds equal to not less than one-half of the disputed amount.

7.10 Failure to Deliver Common Stock or Replacement Note. The Company's failure to deliver common stock or other securities to the Holder upon Conversion of this Note, or, if required, a replacement Note, more than ten (10) business days after the required delivery date of such securities or replacement Note.

7.11 Reservation Default. The failure by the Company to have reserved for issuance upon Conversion of the Note the number of shares of capital stock as required in order to accommodate the Conversion of all Notes, which condition continues uncured for ten (10) business days.

## 8. Security Interest.

8.1 This Note is secured by a security interest granted to the Lenders and Secured Party on behalf of and for the benefit of the Lenders, pursuant to a Security Agreement.

8.2 The Company acknowledges and agrees that should a proceeding under any bankruptcy or insolvency law be commenced by or against the Company, or if any of the Collateral (as defined in the Security Agreement) should become the subject of any bankruptcy or insolvency



proceeding, then the Lender should be entitled to, among other relief to which the Secured Party may be entitled under the Transaction Documents and any other agreement to which the Company, Secured Party and Lenders are parties (collectively, "Transaction Documents") and/or applicable law, an order from the court granting immediate relief from the automatic stay pursuant to 11 U.S.C. Section 362 to permit the Secured Party to exercise all of its rights and remedies pursuant to the Transaction Documents and/or applicable law.

8.3 THE COMPANY EXPRESSLY WAIVES THE BENEFIT OF THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. SECTION 362. FURTHERMORE, THE COMPANY EXPRESSLY ACKNOWLEDGES AND AGREES THAT NEITHER 11 U.S.C. SECTION 362 NOR ANY OTHER SECTION OF THE BANKRUPTCY CODE OR OTHER STATUTE OR RULE (INCLUDING, WITHOUT LIMITATION, 11 U.S.C. SECTION 105) SHALL STAY, INTERDICT, CONDITION, REDUCE OR INHIBIT IN ANY WAY THE ABILITY OF THE SECURED PARTY AND LENDER TO ENFORCE ANY OF ITS RIGHTS AND REMEDIES UNDER THE TRANSACTION DOCUMENTS AND/OR APPLICABLE LAW.

8.4 The Company hereby consents to any motion for relief from stay that may be filed by the Secured Party in any bankruptcy or insolvency proceeding initiated by or against the Company and, further, agrees not to file any opposition to any motion for relief from stay filed by the Lender or Secured Party on the Lender's behalf. The Company represents, acknowledges and agrees that this provision is a specific and material aspect of the Transaction Documents, and that the Secured Party and Lenders would not agree to the terms of the Transaction Documents if this waiver were not a part of this Note. The Company further represents, acknowledges and agrees that this waiver is knowingly, intelligently and voluntarily made, that neither the Secured Party nor Lenders nor any person acting on behalf of the Lenders has made any representations to induce this waiver, that the Company has been represented (or has had the opportunity to be represented) in the signing of this Note and the Transaction Documents and in the making of this waiver by independent legal counsel selected by the Company and that the Company has discussed this waiver with counsel.

9. Miscellaneous.

9.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the Secured Party or Lenders hereof in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

9.2 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (a) personally served, (b) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by a reputable overnight courier service with charges prepaid, (d) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice, or (e) electronic mail to a valid email address provided by the receiving party, provided that the sender receives a reply to said e-mail from the recipient other than an automated reply. Any notice or other communication required or permitted to be given hereunder shall be deemed effective upon hand delivery or delivery by facsimile,

with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received), (ii) on the first business day following the date deposited with an overnight courier service with charges prepaid, or (iii) on the third business day following the date of mailing pursuant to subpart (b) above, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

To Company: AirFastTickets, Inc.  
875 Third Avenue, 3<sup>rd</sup> Floor  
New York, NY 10022  
Tel: (212) 652-8160

With a copy by fax to: Kalypso Kontogianni  
Attorney at Law  
11 Likavittou Street  
10672 Athens, Greece  
Fax: 0030 210 3813488  
Tel: 0030 210 3840721  
[legal@fastgroup.eu](mailto:legal@fastgroup.eu)

To Holders/Lenders: To the addresses and e-mail addresses set forth  
on the signature pages to the Purchase Agreement

With a copy to Secured Party at: Six Degrees Law Group  
233 Wilshire Boulevard, Suite 700  
Santa Monica, CA 90401  
Attn: Edgar D. Park  
[Edgar@6dlaw.com](mailto:Edgar@6dlaw.com)

9.3 Amendment Provision. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented. The provisions of this Note can only be amended by a writing signed by the Company, the Secured Party, and Holders of at least 75% of the aggregate Principal amount the Notes ("Majority in Interest"); if so amended, the said amendment or supplement shall apply to all Notes and Holders whether or not the Holder has individually consented to said amendment or supplement.

9.4 Assignability. This Note shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of the Holder and its successors and assigns. This Note shall not be divided by the Holder except by written consent of the Company, and if so in increments of not less than \$10,000 in Principal amount.

9.5 Cost of Collection. If default is made in the payment of this Note, Company shall pay the Secured Party and/or Lender hereof (as applicable) reasonable costs of collection, including reasonable attorneys' fees.

9.6 Governing Law. This Note and the Notes shall be governed by and construed in accordance with the laws of the State of Delaware. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state or Federal courts located in the State of Delaware. Both parties and the individual signing this Agreement on behalf of the Company agree to submit to the jurisdiction of such courts. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or unenforceability of any other provision of this Note. Nothing contained herein shall be deemed or operate to preclude the Lender or Secured Party from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations to Lender, to realize on any collateral or any other security for such obligations, or to enforce a judgment or other decision in favor of the Lender and Secured Party. **This Note shall be deemed an unconditional obligation of Company for the payment of money and, without limitation to any other remedies of Lender and Secured Party, may be enforced against Company by summary proceeding if and to the extent available under Delaware law. For purposes of such rule or statute, any other document or agreement to which Lender, Secured Party and Company are parties or which Company delivered to Lender and Secured Party, which may be convenient or necessary to determine Lender and Secured Party's rights hereunder or Company's obligations to Lender and Secured Party are deemed a part of this Note, whether or not such other document or agreement was delivered together herewith or was executed apart from this Note.**

9.7 Stockholder Status. The Holder shall not have rights as a stockholder of the Company with respect to unconverted portions of this Note. However, the Holder will have all the rights of a stockholder of the Company with respect to the shares of capital stock to be received by Holder after delivery by the Holder of a Conversion Notice to the Company substantially in the form attached as Exhibit A.

9.8 Due Dates. If any payment of Principal or interest on this Note shall become due on a Saturday, Sunday, or a public holiday under the laws of the State of Delaware, such payment shall be made on the next succeeding business day and such extension of time shall be included in computing interest in connection with such payment.

9.9 Waivers. The Company waives presentment, demand for performance, notice of nonperformance, protest, notice of protest, and notice of dishonor.

*[Remainder of Page Left Blank Intentionally]*

IN WITNESS WHEREOF, the Company has executed and delivered this Note, effective as of the date first set forth above.

COMPANY:

**AIRFASTTICKETS, INC.**

A handwritten signature in black ink, appearing to read 'J Chen', is written over a horizontal line.

Jason Chen  
co-Chief Executive Officer

## EXHIBIT A

### FORM OF NOTICE OF CONVERSION

The undersigned hereby elects to convert \$\_\_\_\_\_ of the Principal all accrued interest and other amounts owed under the Note issued by AIRFASTTICKETS, INC. pursuant to a Secured Convertible Note Purchase Agreement dated October 18, 2014 or January 3, 2015, as applicable, into shares of [Common Stock] of AIRFASTTICKETS, INC. (the "Company") according to the conditions set forth in such Note, as of the date written below.

Initial Face Amount of Note: \$ \_\_\_\_\_  
Current Face Amount of Note: \$ \_\_\_\_\_  
Date of Conversion: \_\_\_\_\_  
Conversion Price: \$ \_\_\_\_\_ per share  
Shares To Be Delivered: \_\_\_\_\_ shares of [common stock]

HOLDER:

\_\_\_\_\_  
Name of Holder

By: \_\_\_\_\_

Its: \_\_\_\_\_

The Holder hereby directs that the conversion shares be deposited to the following account, or if left blank, the Holder elects to receive a physical stock certificate representing the Conversion securities:

Account Name: \_\_\_\_\_

Account No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Broker: \_\_\_\_\_

DTC No.: \_\_\_\_\_

**EXHIBIT B**

**NOTICE OF REDEMPTION**

To: AirFastTickets, Inc.  
875 Third Avenue, 3rd Floor  
New York, NY 10022

Copy to: Edgar D. Park as Secured Party and Collateral Agent for the Lenders  
[edgar@6dlaw.com](mailto:edgar@6dlaw.com)

NOTICE IS HEREBY GIVEN, that the undersigned hereby elects to redeem (*check one*):

\_\_\_ the entire amount

\_\_\_ the sum of \$\_\_\_\_\_

out of the Principal and accrued interest and other amounts owed under the Note issued by AIRFASTTICKETS, INC. pursuant to a Secured Convertible Note Purchase Agreement dated October 18, 2014 or January 3, 2015 (as applicable), pursuant to Section 2 of the Note identified below. The undersigned Holder hereby directs that payment of the redemption amount be paid by wire transfer to the account of the Holder specified in the Holder's Note.

Face Amount of Note: \_\_\_\_\_

Issuance Date: \_\_\_\_\_

**HOLDER:**

\_\_\_\_\_  
Name of Holder

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Date Executed

## FIRST AMENDED AND RESTATED SECURITY AGREEMENT

### 1. Identification.

This First Amended and Restated Security Agreement (the "Security Agreement"), dated as of January 3, 2015, is entered into by and between AirFastTickets, Inc., a Delaware corporation ("Company" or "Debtor"), and Edgar D. Park, as collateral agent acting in the manner and to the extent described in the Collateral Agent Agreement defined below to administer the rights of the Lenders under this Security Agreement (the "Secured Party"), for the benefit of the parties identified on Schedule A hereto (each, a "Lender," and collectively, the "Lenders").

### 2. Recitals.

2.1 Certain prior lenders ("Prior Lenders") have made loans to the Company in the form of secured convertible notes ("Prior Notes") acquired by them pursuant to a Secured Convertible Note Purchase Agreement dated October 18, 2014 between the Company and said Prior Lenders. The Prior Lenders are willing to enter into this Security Agreement to amend, restate and replace the prior Security Agreement dated October 18, 2014 ("Prior Security Agreement"), together with new lenders, collectively as the Lenders. The Company and Prior Lenders hereby agree that this Security Agreement shall amend and restate the Prior Security Agreement.

2.1 The Lenders have made, are making and will be making loans to the Company (the "Loans").

2.2 The Loans are and will be evidenced by certain secured convertible promissory notes issued by the Company on or about the date of and after the date of this Security Agreement pursuant to (i) a Secured Convertible Note Purchase Agreement dated October 18, 2014 (the "Prior Purchase Agreement"), and (ii) a Secured Convertible Note Purchase Agreement dated January 3, 2015 (the "Purchase Agreement"). The secured convertible promissory notes issued pursuant to the Prior Purchase Agreement are amended and restated to assume the same tenor and form of the secured convertible promissory notes issued under the Purchase Agreement (the foregoing notes are referred to herein as the "Notes"). The Notes are identified on Schedule A hereto and were and will be executed by Company as "Debtor" for the benefit of each Lender as the "Holder" or "Lender" thereof.

2.3 In consideration of the Loans made and to be made by Lenders to Company and for other good and valuable consideration, and as security for the performance by Company of its obligations under the Notes and as security for the repayment of the Loans and all other sums due from Debtor to Lenders arising under the Notes and Purchase Agreement (collectively, the "Obligations"), Debtor, for good and valuable consideration, receipt of which is acknowledged, has agreed to grant to the Secured Party, as Lender agent on behalf of, and for the benefit of the Lenders, a security interest in the Collateral (as such term is hereinafter defined), on the terms and conditions hereinafter set forth. Obligations include any future advances or loans made by Lenders to Debtor.

2.4 The Lenders have appointed the Secured Party pursuant to that certain First Amended and Restated Collateral Agent Agreement dated at or about the date of this Security Agreement ("Collateral Agent Agreement"), among the Lenders and Secured Party.

2.5 The Company and the Secured Party are entering into an escrow and deposit control agreement for purposes of establishing an account to collect proceeds of collateral, over which the Collateral Agent will have control ("Control Agreement").

2.6 The following defined terms which are defined in the Uniform Commercial Code in effect in the State of Delaware on the date hereof are used herein as so defined: Account, Chattel Paper, Collateral, Deposit Account, Document, General Intangible, Instrument and Proceeds. Other capitalized terms employed herein shall have the meanings attributed to them in the Purchase Agreement and Note.

### 3. Grant of General Security Interest in Collateral.

3.1 As security for the Obligations of Debtor, Debtor hereby grants to the Lenders and to the Secured Party for the benefit of the Lenders, a security interest in the Collateral.

3.2 "Collateral" shall mean all of the following property of Debtor:

(A) All now owned and hereafter acquired right, title and interest of Debtor in, to and in respect of all items set forth in Schedule B, all Accounts related to the foregoing, all present and future Books and Records relating to the foregoing, and all present and future Proceeds of the foregoing, and as further described below:

(i) Accounts Receivable: The above-referenced Accounts include all now owned and hereafter acquired right, title and interest of Debtor in, to and in respect of the following relating thereto: accounts receivable; contract rights; Chattel Paper; investment property; Documents; Instruments; letters of credit, bankers' acceptances or guaranties; cash moneys, deposits; securities, bank accounts, deposit accounts, credits and other property now or hereafter owned or held in any capacity by Debtor, as well as agreements or property securing or relating to any of the items referred to above;

(ii) Books and Records: All present and future books and records relating to any of the above including, without limitation, all computer programs, printed output and computer readable data in the possession or control of the Debtor, any computer service bureau or other third party; and

(iii) Proceeds: All present and future Proceeds of the foregoing in whatever form and wherever located, including, without limitation, all insurance proceeds and all claims against third parties for violation, breach, loss or destruction of or damage to any of the foregoing.

3.3 The Secured Party is hereby specifically authorized, after the Maturity Date (defined in the Notes) accelerated or otherwise, or after the occurrence of an Event of Default (as defined



herein) that is uncured after expiration of any applicable cure period, to collect and transfer any Collateral into the name of the Secured Party and to take any and all action deemed advisable to the Secured Party to remove any transfer restrictions affecting the Collateral.

4. Perfection of Security Interest.

4.1 Debtor shall prepare, execute and deliver to the Secured Party UCC-1 Financing Statements. The Secured Party is instructed to prepare and file at Debtor's cost and expense, financing statements in such jurisdictions deemed advisable to the Secured Party, including but not limited to the State of Delaware. The Financing Statements are deemed to have been filed for the benefit of the Secured Party and Lenders identified on Schedule A hereto.

4.2 All other certificates and instruments constituting Collateral from time to time required to be pledged to Secured Party pursuant to the terms hereof (the "Additional Collateral") shall be delivered to Secured Party promptly upon receipt thereof by or on behalf of Debtors. All such certificates and instruments shall be held by or on behalf of Secured Party pursuant hereto and shall be delivered in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Secured Party.

4.3 Debtor shall cause the Proceeds of the Collateral to be directed and deposited into the Control Account established pursuant to the Control Agreement. The Debtor and Secured Party shall enter into any agreements with counterparties to the accounts receivable owing money to the Debtor ("A/R Agreements"), as necessary to cause the aforesaid Proceeds to be directed and deposited into the Control Account, which agreements shall be acceptable to the Secured Party in form and substance. Debtor shall not take any action to amend, invalidate, terminate or circumvent the A/R Agreements, without the written consent of the Secured Party.

5. Distribution.

5.1 So long as an Event of Default does not exist, Debtor shall be entitled to receive distributions of available cash or Proceeds received into the Control Account (if any) in excess of the Minimum Collateral Value, provided such distribution is not contrary to the interests of the Lenders and does not impair the Collateral in the reasonable judgment of the board of directors of the Company and the parties hereto. "Collateral Value" means the value of Accounts Receivable which in the judgment of the board of directors, as supported by independent auditors, is collectible, less allowance for doubtful accounts, plus cash or cash equivalents held in the Control Account. The minimum Collateral Value shall be equal to 120% of the outstanding unpaid principal and accrued interest under all of the then-outstanding Notes (such threshold shall be referred to as the "Minimum Collateral Value").

5.2. At any time an Event of Default exists or has occurred, all rights of Debtor, upon notice given by Secured Party, to receive payments, which it would otherwise be entitled to pursuant to Section 5.1, shall cease and all such rights shall thereupon become vested in Secured Party, which shall thereupon have the sole right to receive such payments.

5.3 All dividends, distributions, interest and other payments which are received by Debtor contrary to the provisions of Section 5.2 shall be received in trust for the benefit of Secured Party as security and Collateral for payment of the Obligations shall be segregated from other funds of Debtor and shall be forthwith paid over to Secured Party as Collateral in the exact form received, to be held by Secured Party as Collateral and as further collateral security for the Obligations.

6. Further Action By Debtor; Covenants and Warranties.

6.1 Except for as disclosed on Schedule 6.1 hereto, Secured Party at all times shall have a perfected security interest in the Collateral. Each Debtor represents that it has and will continue to have full title to the Collateral free from any liens, leases, encumbrances, judgments or other claims. The Secured Party's security interest in the Collateral constitutes and will continue to constitute a first, prior and indefeasible security interest, except as disclosed on Schedule 6.1, in favor of Secured Party. Each Debtor will do all acts and things, and will execute and file all instruments (including, but not limited to, security agreements, financing statements, continuation statements, etc.) reasonably requested by Secured Party to establish, maintain and continue the perfected security interest of Secured Party in the perfected Collateral, promptly on demand, pay all costs and expenses of filing and recording and will pay all claims and charges that, in the opinion of Secured Party, exercised in good faith, are reasonably likely to materially prejudice, imperil or otherwise affect the Collateral or Secured Party's or Lenders' security interests therein.

6.2 Debtor will not sell, transfer, assign, pledge, amend, modify or discharge those items of Collateral (or allow any such items to be sold, transferred, assigned or pledged), without the prior written consent of Secured Party, and provided the Collateral remains subject to the security interest herein described. Although Proceeds of Collateral are covered by this Security Agreement, this shall not be construed to mean that Secured Party consents to any sale of the Collateral, except as provided herein. Debtor shall not waive any rights or agree to any settlement or compromise under or in connection with agreements constituting Collateral without the prior written consent in each specific instance, of the Secured Party. Debtor shall not take any action to circumvent, renegotiate, or redirect the proceeds (except as contemplated in the Transaction Documents) of any of the agreements constituting Collateral, without the prior written consent in each specific instance, of the Secured Party.

6.3 Debtor will, at all reasonable times during regular business hours and upon reasonable notice, allow Secured Party or its representatives free and complete access to the Collateral and related books and records, including any and all data which in any way relate to the Collateral, for such inspection and examination as Secured Party reasonably deems necessary.

6.4 Debtor, at its sole cost and expense, will protect and defend this Security Agreement, all of the rights of Secured Party and Lenders hereunder, and the Collateral against the claims and demands of all other persons.

6.5 Debtor will promptly notify Secured Party of any levy, distraint or other seizure by legal process or otherwise of any part of the Collateral, and of any threatened or filed claims or proceedings that are reasonably likely to affect or impair the Collateral or the security interests of the Lenders and Secured Party under this Security Agreement in any material respect.

6.6 Secured Party, at its option and, to the extent practicable, upon prior written notice to the Debtor, may but without any obligation to do so, pay, perform and discharge any and all amounts, costs, expenses and liabilities herein agreed to be paid or performed by Debtor upon Debtor's failure to do so. All amounts expended by Secured Party in so doing shall become part of the Obligations secured hereby, and shall be immediately due and payable by Debtor to Secured Party upon demand and shall bear interest at the lesser of 40% per annum or the highest legal amount from the dates of such expenditures until paid.

6.7 Debtor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Secured Party from time to time such vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other reasonable assurances or instruments and take further steps relating to the Collateral and other property or rights covered by the security interest hereby granted, as the Secured Party may reasonably require to perfect its security interest hereunder.

6.8 Debtor represents and warrants that it is the true and lawful exclusive owner of the Collateral, free and clear of any liens and encumbrances.

6.9 Debtor hereby agrees not to divest itself of any right under the Collateral except as permitted herein absent prior written approval of the Secured Party.

7. Power of Attorney. At any time an Event of Default has occurred and continued beyond applicable cure periods, Debtor hereby irrevocably constitutes and appoints the Secured Party as the true and lawful attorney of such Debtor, with full power of substitution, in the place and stead of such Debtor and in the name of such Debtor or otherwise, at any time or times, in the discretion of the Secured Party, to take any action and to execute any instrument or document which the Secured Party may deem necessary or advisable to accomplish the purposes of this Security Agreement. This power of attorney is coupled with an interest and is irrevocable until the Obligations are satisfied.

8. Performance By The Secured Party. If a Debtor fails to perform any material covenant, agreement, duty or obligation of such Debtor under this Security Agreement, the Secured Party may, after any applicable cure period, at any time or times in its discretion, take action to effect performance of such obligation. All reasonable expenses of the Secured Party incurred in connection with the foregoing authorization shall be payable by Debtor as provided in Paragraph 12.1 hereof. No discretionary right, remedy or power granted to the Secured Party under any part of this Security Agreement shall be deemed to impose any obligation whatsoever on the Secured Party with respect thereto, such rights, remedies and powers being solely for the protection of the Secured Party.

9. Event of Default. An event of default ("Event of Default") shall be deemed to have occurred hereunder upon the occurrence of any event of default as defined and described in the Notes. Upon and after any Event of Default, after the applicable cure period, if any, any or all of the Obligations shall become immediately due and payable at the option of the Secured Party, for the benefit of the Lenders, and the Secured Party may dispose of Collateral as provided below. A

default by Debtor of any of its material obligations pursuant to this Security Agreement and any of the Transaction Documents (as defined in the Purchase Agreement) shall be an Event of Default hereunder and an “Event of Default” as defined in the Notes, and Purchase Agreement.

10. Disposition of Collateral. Upon and after any Event of Default which is then continuing,

10.1 The Secured Party may exercise its rights with respect to each and every component of the Collateral, without regard to the existence of any other security or source of payment for the Obligations. In addition to other rights and remedies provided for herein or otherwise available to it, the Secured Party shall have all of the rights and remedies of a lender on default under the Uniform Commercial Code then in effect in the State of Delaware.

10.2 If any notice to Debtor of the sale or other disposition of Collateral is required by then applicable law, ten (10) business days prior written notice (which Debtor agrees is reasonable notice within the meaning of Section 9-612 of the Uniform Commercial Code) shall be given to Debtor of the time and place of any sale of Collateral which Debtor hereby agree may be by private sale. The rights granted in this Section are in addition to any and all rights available to Secured Party under the Uniform Commercial Code.

10.3 The Secured Party is authorized, at any such sale, if the Secured Party deems it advisable to do so, in order to comply with any applicable securities laws, to restrict the prospective bidders or purchasers to persons who will represent and agree, among other things, that they are purchasing the Collateral for their own account for investment, and not with a view to the distribution or resale thereof, or otherwise to restrict such sale in such other manner as the Secured Party deems advisable to ensure such compliance. Sales made subject to such restrictions shall be deemed to have been made in a commercially reasonable manner.

10.4 All proceeds received by the Secured Party for the benefit of the Lenders in respect of any sale, collection or other enforcement or disposition of Collateral, shall be applied (after deduction of any amounts payable to the Secured Party pursuant to Paragraph 12.1 hereof) against the Obligations pro rata among the Lenders in proportion to their interests in the Obligations. Upon payment in full of all Obligations, Debtor shall be entitled to the return of all Collateral, including cash, which has not been used or applied toward the payment of Obligations or used or applied to any and all costs or expenses of the Secured Party incurred in connection with the liquidation of the Collateral (unless another person is legally entitled thereto). Any assignment of Collateral by the Secured Party to Debtor shall be without representation or warranty of any nature whatsoever and wholly without recourse. To the extent allowed by law, each Lender may purchase the Collateral and pay for such purchase by offsetting up to such Lender’s pro rata portion of the purchase price with sums owed to such Lender by Debtor arising under the Obligations or any other source.

11. Waiver of Automatic Stay. Debtor acknowledges and agrees that should a proceeding under any bankruptcy or insolvency law be commenced by or against Debtor, or if any of the Collateral should become the subject of any bankruptcy or insolvency proceeding, then the Secured Party should be entitled to, among other relief to which the Secured Party or Lenders may be entitled under the Note, Purchase Agreement and any other agreement to which the Debtor, Lenders

or Secured Party are parties, (collectively "Loan Documents") and/or applicable law, an order from the court granting immediate relief from the automatic stay pursuant to 11 U.S.C. Section 362 to permit the Secured Party to exercise all of its rights and remedies pursuant to the Loan Documents and/or applicable law. DEBTOR EXPRESSLY WAIVES THE BENEFIT OF THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. SECTION 362. FURTHERMORE, DEBTOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT NEITHER 11 U.S.C. SECTION 362 NOR ANY OTHER SECTION OF THE BANKRUPTCY CODE OR OTHER STATUTE OR RULE (INCLUDING, WITHOUT LIMITATION, 11 U.S.C. SECTION 105) SHALL STAY, INTERDICT, CONDITION, REDUCE OR INHIBIT IN ANY WAY THE ABILITY OF THE COLLATERAL AGENT TO ENFORCE ANY OF ITS RIGHTS AND REMEDIES UNDER THE LOAN DOCUMENTS AND/OR APPLICABLE LAW. Debtor hereby consents to any motion for relief from stay which may be filed by the Secured Party in any bankruptcy or insolvency proceeding initiated by or against Debtor, and further agrees not to file any opposition to any motion for relief from stay filed by the Secured Party. Debtor represents, acknowledges and agrees that this provision is a specific and material aspect of this Security Agreement, and that the Secured Party would not agree to the terms of this Security Agreement if this waiver were not a part of this Security Agreement. Debtor further represents, acknowledges and agrees that this waiver is knowingly, intelligently and voluntarily made, that neither the Secured Party nor any person acting on behalf of the Secured Party has made any representations to induce this waiver, that Debtor has been represented (or has had the opportunity to be represented) in the signing of this Security Agreement and in the making of this waiver by independent legal counsel selected by Debtor and that Debtor has had the opportunity to discuss this waiver with counsel. Debtor further agrees that any bankruptcy or insolvency proceeding initiated by Debtor will only be brought in the Federal Court within the State of Delaware.

## 12. Miscellaneous.

12.1 Expenses. Debtor shall pay to the Secured Party, on demand, the amount of any and all reasonable expenses, including, without limitation, attorneys' fees, legal expenses and brokers' fees, which the Secured Party may incur on behalf of the Lenders in connection with (a) sale, collection or other enforcement or disposition of Collateral; (b) exercise or enforcement of any the rights, remedies or powers of the Secured Party hereunder or with respect to any or all of the Obligations upon breach; or (c) failure by Debtor to perform and observe any agreements of Debtor contained herein which are performed by the Secured Party.

12.2 Waivers, Amendment and Remedies. No course of dealing by the Secured Party and no failure by the Secured Party to exercise, or delay by the Secured Party in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, remedy or power of the Secured Party. No amendment, modification or waiver of any provision of this Security Agreement and no consent to any departure by Debtor therefrom, shall, in any event, be effective unless contained in a writing signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The rights, remedies and powers of the Secured Party, not only hereunder, but also under any instruments and agreements evidencing or securing the Obligations and under applicable law are

cumulative, and may be exercised by the Secured Party from time to time in such order as the Secured Party may elect.

12.3 Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given when: (a) personally served, (b) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by a reputable overnight courier service with charges prepaid, (d) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice, or (e) electronic mail to a valid email address provided by the receiving party, provided that the sender receives a response to said e-mail from the recipient other than an automated response. Any notice or other communication required or permitted to be given hereunder shall be deemed effective upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received), (ii) on the first business day following the date deposited with an overnight courier service with charges prepaid, or (iii) on the third business day following the date of mailing pursuant to subpart (b) above, or upon actual receipt of such mailing, whichever shall first occur.

To Company or Debtor:      AirFastTickets, Inc.  
875 Third Avenue, 3<sup>rd</sup> Floor  
New York, NY 10022  
Tel: (212) 652-8160  
[nkoklonis@airfasttickets.com](mailto:nkoklonis@airfasttickets.com)

With a copy by fax to:      Kalypso Kontogianni  
Attorney at Law  
11 Likavittou Street  
10672 Athens, Greece  
Fax: 0030 210 3813488  
Tel: 0030 210 3840721  
[legal@fastgroup.eu](mailto:legal@fastgroup.eu)

To Lenders:                      To the addresses and e-mail addresses set forth  
on the signature pages to the Purchase Agreement

With a copy to  
Secured Party at:              Six Degrees Law Group  
233 Wilshire Boulevard, Suite 700  
Santa Monica, CA 90401  
Attn: Edgar D. Park  
[Edgar@6dlaw.com](mailto:Edgar@6dlaw.com)

Any party may change its address by written notice in accordance with this paragraph.

12.4 Term; Binding Effect. This Agreement shall (a) remain in full force and effect until payment and satisfaction in full of all of the Obligations; (b) be binding upon Debtor, and its successors and permitted assigns; and (c) inure to the benefit of the Secured Party, for the benefit of the Lenders and their respective successors and assigns.

12.5 Captions. The captions of Paragraphs, Articles and Sections in this Security Agreement have been included for convenience of reference only, and shall not define or limit the provisions hereof and have no legal or other significance whatsoever.

12.6 Governing Law; Venue; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles that would result in the application of the substantive laws of another jurisdiction, except to the extent that the perfection of the security interest granted hereby in respect of any item of Collateral may be governed by the law of another jurisdiction. Any legal action or proceeding against a Debtor with respect to this Security Agreement may be brought in the courts in the State of Delaware, and, by execution and delivery of this Security Agreement, Debtor hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each Debtor hereby irrevocably waives any objection which they may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Security Agreement brought in the aforesaid courts and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. If any provision of this Security Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provisions which can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable and the remaining, valid provisions shall remain of full force and effect.

12.7 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all other agreements and understandings, oral or written, with respect to the matters contained herein.

12.8 Counterparts/Execution. This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile signature and delivered by facsimile transmission.

12.9 Joinder. Schedule A contains a list of Lenders holding Notes, and each such Lender is a party to this Agreement. The parties agree that in the event that the Company duly approves a transfer of Note(s) to new holders, or an additional Lender purchases a Note under the Purchase Agreement, such additional Lender(s) shall be joined as a party to this Agreement, and Schedule A shall be automatically updated and amended to reflect said additional Lender(s) without the necessity of obtaining consent from the Lenders who were parties to this Agreement immediately prior to such change.

13. Intercreditor Terms. As between the Lenders, any distribution under paragraph 10.4 shall be made proportionately based upon the remaining principal amount (plus accrued and unpaid interest) to each as to the total amount then owed to the Lenders as a whole. The rights of each Lender hereunder are pari passu to the rights of the other Lenders hereunder. Any recovery hereunder shall be shared ratably among the Lenders according to the then remaining principal amount owed to each (plus accrued and unpaid interest) as to the total amount then owed to the Lenders as a whole.

14. Termination; Release. When the Obligations have been indefeasibly paid and performed in full or all outstanding Notes have been converted to common stock pursuant to the terms of the Notes and the Purchase Agreements, this Security Agreement and the security interests created hereunder shall terminate, and the Secured Party, at the request and sole expense of the Debtor, will execute and deliver to the Debtor the proper instruments (including UCC termination statements) terminating the Security Agreement and such security interests, and duly assign, transfer and deliver the remaining Collateral to the Debtor.

15. Secured Party.

15.1 Secured Party Powers. The powers conferred on the Secured Party hereunder are solely to protect its interest (and the interest of the Lenders on behalf of the Lenders) in the Collateral and shall not impose any duty on it to exercise any such powers.

15.2 Reasonable Care. The Secured Party is required to exercise reasonable care in the custody and preservation of any Collateral in its possession; provided, however, that the Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral if it takes such action for that purposes as any owner thereof reasonably requests in writing at times other than upon the occurrence and during the continuance of any Event of Default, but failure of the Secured Party, to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care.

*[Remainder of Page Left Blank Intentionally]*



IN WITNESS WHEREOF, the undersigned have executed and delivered this First Amended and Restated Security Agreement, as of the date first written above.

**DEBTOR:**

AirFastTickets, Inc.  
a Delaware corporation

\_\_\_\_\_  
Nikolaos Koklonis  
Chief Executive Officer

**SECURED PARTY:**

\_\_\_\_\_  
Edgar D. Park, as Secured Party  
appointed by the Lenders

**LENDERS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lender Name

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Title

*This First Amended and Restated Security Agreement may be signed by e-mail scan or PDF, or facsimile signature, and/or delivered by confirmed facsimile transmission.*

**Signature Page to First Amended and Restated Security Agreement**

IN WITNESS WHEREOF, the undersigned have executed and delivered this First Amended and Restated Security Agreement, as of the date first written above.

**DEBTOR:**

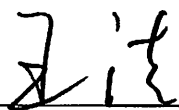
AirFastTickets, Inc.  
a Delaware corporation

\_\_\_\_\_  
Nikolaos Koklonis  
Chief Executive Officer

**SECURED PARTY:**

\_\_\_\_\_  
Edgar D. Park, as Secured Party  
appointed by the Lenders

**LENDERS:**

  
\_\_\_\_\_  
Signature  
HNA Group (International) Co., Ltd.  
\_\_\_\_\_  
Lender Name  
HAO WANG  
\_\_\_\_\_  
Representative  
\_\_\_\_\_  
Title President

*This First Amended and Restated Security Agreement may be signed by e-mail scan or PDF, or facsimile signature, and/or delivered by confirmed facsimile transmission.*


IN WITNESS WHEREOF, the undersigned have executed and delivered this First Amended and Restated Security Agreement, as of the date first written above.

**DEBTOR:**

AirFastTickets, Inc.  
a Delaware corporation

\_\_\_\_\_  
Nikolaos Koklonis  
Chief Executive Officer

**SECURED PARTY:**

  
\_\_\_\_\_  
Edgar D. Park, as Secured Party  
appointed by the Lenders

**LENDERS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lender Name

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Title

*This First Amended and Restated Security Agreement may be signed by e-mail scan or PDF, or facsimile signature, and/or delivered by confirmed facsimile transmission.*

**SCHEDULE 6.1**  
**TO SECURITY AGREEMENT**

None.

**SCHEDULE A TO SECURITY AGREEMENT**

Lender

Principal Amount in \$ USD

[to be completed upon collection of  
subscriptions]

Total: \$ \_\_\_\_\_

## **SCHEDULE B TO SECURITY AGREEMENT**

### **COLLATERAL**

#### **LOCKDRIVE RECEIVABLE**

1. The Company's present and future rights including rights to payment under that certain Consolidator Agreement dated July 1, 2014 by and between Lockdrive Limited, Company number 9044603, with its seat and headquarters at 247 Gray's Inn Road, London, WC1X 8QZ, U.K. and the Company (as amended).
2. The Company's present and future rights including rights to payment under that certain Contractual Agreement for the Recognition and Acceptance of Debt dated September 19, 2014 by and between Lockdrive Limited and the Company (as amended).

#### **WORLDWIDE INTERNET SERVICES RECEIVABLE**

3. The Company's present and future rights including rights to payment under that certain Consolidator Agreement dated July 1, 2014 by and between Worldwide Internet Services Limited, with UIC 202798111, with its seat and headquarters at Sofia City, Loznets Region, Sofia 1407, No. 103 James Bouchier Blvd. and the Company (as amended).
4. The Company's present and future rights including rights to payment under that certain Contractual Agreement for the Recognition and Acceptance of Debt dated October 1, 2014 by and between Worldwide Internet Services Limited and the Company (as amended).

#### **OTHER**

5. Funds relating to the foregoing held at any time in the Control Account as defined under the Control Agreement, in connection with the transactions under the Transaction Documents.

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
Edgar Park	3109667592
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
SIX DEGREES LAW GROUP	
233 WILSHIRE BOULEVARD	
SUITE 700	
SANTA MONICA CA 90401	

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 04:47 PM 01/05/2015  
INITIAL FILING # 2015 0030220

SRV: 150009751

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME AIREFASTTICKETS, INC.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
875 THIRD AVENUE THIRD FLOOR	NEW YORK	NY	10022	US
1e. TYPE OF ORGANIZATION		1f. JURISDICTION OF ORGANIZATION		
CORPORATION		DE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
233 WILSHIRE BOULEVARD SUITE 700	SANTA MONICA	CA	90401	US

4. This FINANCING STATEMENT covers the following collateral:

All now owned and hereafter acquired right, title and interest of Debtor in, to and in respect of all items set forth in Schedule B (below), all Accounts related to the foregoing, all present and future Books and Records relating to the foregoing, and all present and future Proceeds of the foregoing, and as further described below:

Accounts Receivable: The above-referenced Accounts include all now owned and hereafter acquired right, title and interest of Debtor in, to and in respect of the following relating thereto: accounts receivable; contract rights; Chattel Paper; investment property; Documents; Instruments; letters of credit, bankers' acceptances or guaranties; cash moneys, deposits; securities, bank accounts, deposit accounts, credits and other property now or hereafter owned or held in any capacity by Debtor, as well as agreements or property securing or relating to any of the items referred to above;

Books and Records: All present and future books and records relating to any of the above including, without limitation, all computer programs, printed

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA				

## UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME AIRFASTTICKETS, INC.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT covers the following collateral  
output and computer readable data in the possession or control of the Debtor,  
any computer service bureau or other third party; and

Proceeds: All present and future Proceeds of the foregoing in whatever form  
and wherever located, including, without limitation, all insurance proceeds and  
all claims against third parties for violation, breach, loss or destruction  
of or damage to any of the foregoing.

#### Schedule B:

1. The Debtor's present and future rights including rights to payment under  
that certain Consolidator Agreement dated July 1, 2014 by and between Lockdrive  
Limited, Company number 9044603, with its seat and headquarters at 247 Gray's  
Inn Road, London, WC1X 8QZ, U.K. and Debtor (as amended).
2. The Debtor's present and future rights including rights to payment under  
that certain Contractual Agreement for the Recognition and Acceptance of Debt  
dated September 19, 2014 by and between Lockdrive Limited and Debtor (as  
amended).
3. The Debtor's present and future rights including rights to payment under  
that certain Consolidator Agreement dated July 1, 2014 by and between Worldwide  
Internet Services Limited, with UIC 202798111, with its seat and headquarters  
at Sofia City, Loznets Region, Sofia 1407, No. 103 James Bourchier Blvd. and  
Debtor (as amended).
4. The Debtor's present and future rights including rights to payment under  
that certain Contractual Agreement for the Recognition and Acceptance of Debt  
dated October 1, 2014 by and between Worldwide Internet Services Limited and  
Debtor (as amended).
5. Funds relating to the foregoing held at any time in the Control Account as  
defined under the Control Agreement dated January 3, 2015 (as amended), in  
connection with the related secured convertible note financing of Debtor.



**ADDENDUM TO FORM 401 PROOF OF CLAIM  
PART 2, SECTION 8  
DEBTOR: AIRFASTTICKETS, INC.  
U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK  
CASE NO. 15-11951 (SHL)**

Description of Additional Loan Documents:

Secured Convertible Note Purchase Agreement dated January 3, 2015, between AirFastTickets, Inc. and the Creditor, pursuant to which the creditor purchased Secured Convertible Note(s).

First Amended and Restated Collateral Agent Agreement dated January 3, 2015, by and among Edgar D. Park as collateral agent and secured party, and the Creditor among other lenders, pursuant to which the collateral agent was appointed to take certain actions to enforce rights of the Creditor and other lenders.

Stock Pledge Agreement dated January 3, 2015 between Nikolaos Koklonis as pledgor, the Creditor and other lenders, and Edgar D. Park as secured party for the Creditor and other lenders, pursuant to which Mr. Koklonis granted to the Creditor and other lenders a first priority security interest in 6,320,000 shares of common stock of AirFastTickets, Inc. held by Mr. Koklonis, constituting 20% of the then-issued and outstanding shares of common stock of the above-mentioned corporation.

Upon information and belief, the Debtor has copies of all of the above-referenced documents. Copies of these documents are voluminous and therefore are summarized above but not attached hereto. Copies of all such documents may be furnished upon request.



233 Wilshire Boulevard, Suite 400  
Santa Monica, California 90401  
Telephone 424.272.6367  
edgar@6dlaw.com

*Licensed in the State of California*

April 4, 2016

***Via Personal Delivery***

BMC Group, Inc.  
3732 West 120<sup>th</sup> Street  
Hawthorne, CA 90250

**Re: In re AirFastTickets, Inc. (Debtor); Ch. 11 Case No. 15-11951 (SHL)**

Dear Sirs,

Enclosed are twenty eight (28) claims on Form 410, from the following purchasers of secured convertible promissory notes of AirFastTickets, Inc.:

1. Albert Jen-Ta Lee & Ying Sunny Chen Revocable Trust
2. Associated International (Hong Kong) Limited
3. Chen Lung Tsai
4. Chen Tsao Chin
5. Ching-Yao Kao
6. David Chou
7. Edgar Park
8. Evelyn Yang
9. Gary Chang
10. Golden Crown International Ltd.
11. Ho Yu Kuang
12. Jason Chen
13. Josephine Woo Sau Yin
14. Lee Bou International Co., Ltd.
15. Li Kai
16. Li Maochang
17. Melissa You
18. Michael Yang
19. New Silicon Holdings Limited
20. Peng Hsueh-Hua

Re: In re AirFastTickets, Inc. Ch. 11 Case No. 15-11951 (SHL)  
BMC Group, Inc.  
April 4, 2016  
Page 2



21. Phillip Yu Kang Chen
22. Pi Hua Yang
23. Shieh Jaw-Chyi Kay
24. Sophia Yang
25. Summit Elite Global Ltd.
26. Trust for Patrick
27. Zhao Yanping
28. HNA Group (International) Ltd.

Please acknowledge your receipt of the enclosed Proof of Claims on Form 410 by file-stamping the cover page of each, and returning them to my attention. I can be reached at 310-966-7592 or at [edgar@6dlaw.com](mailto:edgar@6dlaw.com).

Kind regards,

A handwritten signature in blue ink, appearing to read 'Edgar Park', with a long horizontal flourish extending to the right.

Edgar D. Park, Esq.

Enclosures