



HERBERT  
SMITH  
FREEHILLS

## Deed

Primary DOCA

# Deed of company arrangement

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Vaughan Strawbridge, Salvatore Algeri, John Greig  
and Richard Hughes in their capacity as joint and  
several administrators of the Deed Companies

Virgin Australia Holdings Ltd (Administrators  
Appointed) ACN 100 686 226 and each other  
company listed in Schedule 1

BC Hart Aggregator, L.P.

***Exchanged and effective at 4:15pm (AEST) on 25 September 2020***



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## Deed of Company Arrangement

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Date ► 25 September 2020

Between the parties

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**Deed Administrators**     **Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes**, each in their capacity as joint and several administrators of the Deed Companies, of c/- Deloitte, Level 9, 225 George Street, Sydney NSW 2000

Email: vstrawbridge@deloitte.com.au, saalgeri@deloitte.com.au, richughes@deloitte.com.au, jgreig@deloitte.com.au

Attention: Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes

**Deed Companies**     **Virgin Australia Holdings Ltd (Administrators Appointed) ACN 100 686 226 and each other company listed in Schedule 1**, of c/- Deloitte, Level 9, 225 George Street, Sydney NSW 2000

Email: vstrawbridge@deloitte.com.au, saalgeri@deloitte.com.au, richughes@deloitte.com.au, jgreig@deloitte.com.au

Attention: Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes

**Deed Proponent**     **BC Hart Aggregator, L.P.**, of PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

Email: blyons@baincapital.com, sgarfield@baincapital.com

Attention: Barnaby Lyons and Scott Garfield



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Recitals

- 1 On the Appointment Date, Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes were appointed as administrators of the Deed Companies pursuant to Part 5.3A of the Corporations Act.
- 2 At a meeting held on 4 September 2020 and convened pursuant to section 439A of the Corporations Act (**Second Meeting**), the Creditors of the Deed Companies resolved that the Deed Companies execute the deed of company arrangement proposed by the Deed Proponent under section 444B(2)(b) of the Corporations Act.
- 3 The Deed Companies, the Deed Administrators, and the Deed Proponent have agreed to execute this Deed to give effect to the resolution referred to in recital 2.
- 4 The Deed Administrators have consented to be the administrators of this Deed.
- 5 Subject to the terms of this Deed, this Deed binds all creditors of the Deed Companies, in accordance with section 444D of the Corporations Act and also binds the Deed Companies, and their Officers and Members in accordance with section 444G of the Corporations Act.

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This deed witnesses as follows:

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# 1 Definitions and interpretation

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## 1.1 Definitions

The meanings of the terms used in this Deed are set out below.

Term	Meaning
<b>Administration Debt</b>	<p>any:</p> <ol style="list-style-type: none"> <li>1 debt referred to in section 443A(1) of the Corporations Act which was incurred by the Administrators during the Administration Period;</li> <li>2 liability to the Commissioner of Taxation referred to in section 443BA(1); and</li> <li>3 other debts or liabilities referred to in section 443D(aa) of the Corporations Act,</li> </ol> <p>in respect of which the Administrators are entitled to be indemnified under section 443D of the Corporations Act.</p>
<b>Administration Period</b>	in respect of a Deed Company, the period of time commencing on the Appointment Date for that Deed Company and concluding on the Commencement Date.
<b>Administrators</b>	jointly and severally, Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes in their capacity as administrators of the Deed Companies and any successor to that office appointed pursuant to the Corporations Act.
<b>Administrator Trading Liabilities</b>	means the Liabilities which are incurred by the Administrators in trading the businesses carried on by the Deed Companies as at 30 June 2020 (and all associated and incidental activities) and for which the Administrators are personally liable under sections 443A, 443B or 443BA of the Corporations Act.
<b>Aircraft Excluded Contract</b>	<p>means any contract (including any lease):</p> <ol style="list-style-type: none"> <li>1 set out in Part 4 of Schedule 7 in respect of an aircraft leasing or financing transaction provided that the Deed Proponent confirms in the Excluded Contracts Designation Notice that the relevant Deed Company has entered into an amendment agreement in respect of the contracts relating to that aircraft leasing or financing transaction with the relevant counterparties prior to Completion, and any conditions to the effectiveness of the amendments contemplated by the amendment agreement have been satisfied or waived (or will be satisfied)</li> </ol>



Term	Meaning
	<p>simultaneously with Completion); or</p> <p>2 otherwise designated in the Excluded Contracts Designation Notice.</p> <p>A reference to a contract set out in Schedule 7 is a reference to that contract as amended or supplemented from time to time, including any amendment or supplement entered into after the Appointment Date.</p>
<b>Aircraft Protocol Agreement</b>	any aircraft protocol agreement entered into between the Administrators and any party to an Aircraft Excluded Contract in accordance with orders made by the Federal Court of Australia on 15 May 2020, including any amendment or substitution of that agreement.
<b>Approved Budget</b>	the budget for the operation of the business of the Group Companies during the Administration Period as agreed by the Administrators and the Deed Proponent.
<b>Appointment Date</b>	<p>1 in respect of the Deed Companies excluding VB Investco and VAH Newco No.2, 20 April 2020; and</p> <p>2 in respect of VB Investco and VAH Newco No.2, 3 August 2020.</p>
<b>Asset Sale Agreement</b>	the asset sale agreement entered into or to be entered into between, among others, the Administrators, the Deed Companies and a Related Body Corporate of the Deed Proponent in accordance with the Sale and Implementation Deed.
<b>ASIC</b>	the Australian Securities and Investment Commission.
<b>ASIC Relief</b>	such exemptions and modifications from Chapter 6 of the Corporations Act granted by ASIC pursuant to section 655A of the Corporations Act as are necessary to permit the transfer of all the Shares to the Purchaser.
<b>BC Hart Company</b>	the New SPV referred to in item 3 of the definition of 'New SPV'.
<b>Business Day</b>	<p>1 for the purposes of clause 3 – has the meaning given to that term in the Corporations Act; and</p> <p>2 otherwise, a day other than a Saturday, Sunday or public holiday and on which banks are open for business generally in</p>

Term	Meaning
	Brisbane, Sydney and New York.
<b>Chapter 15 Order</b>	an order under Chapter 15 of the US Bankruptcy Code recognising and giving full force and effect to this Deed, including but not limited to the release of Claims under this Deed, which permanently enjoins any proceedings in respect of a released Claim being continued or commenced, and rendering unenforceable any released Claim, in each case within the territorial jurisdiction of the United States or with respect to any assets of the Deed Companies in the United States, together with ancillary relief typically granted in connection with such recognition orders.
<b>Claim</b>	<p>a debt payable by, and all claims against, a Deed Company (present or future, certain or contingent, ascertained or sounding only in damages), being a debt or claim that would be admissible to proof against a Deed Company in accordance with Division 6 of Part 5.6 of the Corporations Act, if the Deed Company had been wound up and the winding up is taken to have commenced on the Appointment Date, and any fine or penalty to which a Deed Company is subject or liable to be subject arising out of circumstances occurring prior to the Appointment Date that would be so admissible but for the operation of section 553B of the Corporations Act.</p> <p>'Claim':</p> <ol style="list-style-type: none"> <li>1 includes a Claim of a Secured Creditor; and</li> <li>2 includes a Claim arising under the DOCG (including, for the avoidance of doubt, any Claim against a Deed Company under the DOCG in respect of a Liability incurred by another party to the DOCG after the Appointment Date); but</li> <li>3 does not include an Excluded Claim.</li> </ol>
<b>Commencement Date</b>	the date that this Deed is executed by the Deed Administrators, the Deed Companies, and the Deed Proponent.
<b>Committee of Inspection</b>	<p>the committee of inspection formed:</p> <ol style="list-style-type: none"> <li>1 in accordance with Divisions 75 and 80 of the IPS and Division 75 of the IPR, as amended by the Court Orders; and</li> <li>2 by resolution of creditors dated 12 May 2020.</li> </ol>
<b>Completion</b>	completion of the Implementation Steps.
<b>Conditional Credit</b>	a conditional travel credit made available to eligible customers pursuant to a scheme implemented by the Administrators and

Term	Meaning
	certain Group Companies in accordance with orders made by the Federal Court of Australia on 13 May 2020.
<b>Conditions</b>	each of the conditions in clause 4.1.
<b>Contingent Value Entitlement</b>	any amount that may become payable to the Trustees pursuant to the Contingent Value Entitlement Deed Poll.
<b>Contingent Value Entitlement Deed Poll</b>	the deed poll to be executed by the Deed Proponent or the Purchaser in favour of the Trustees, substantially in the form of that contained in Schedule 2.
<b>Continuing Employees</b>	those Employees who were employed by a Deed Company as at the Commencement Date and who remain Employees as at Completion.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Costs</b>	includes costs, charges, fees, government charges, taxes and expenses, including those incurred in connection with advisers, incurred in connection with the performance of the Administrators' and Deed Administrators' duties, obligations and responsibilities under the Corporations Act and this Deed during the Administration Period and the Deed Period and includes any Administration Debt.
<b>Court</b>	the Supreme Court of New South Wales or the Federal Court of Australia.
<b>Court Orders</b>	the Orders made by Justice Middleton on 24 April 2020 in Federal Court of Australia proceeding no. NSD464/2020.
<b>Creditor</b>	a person who has a Claim.
<b>Deed</b>	this deed of company arrangement as amended from time to time.
<b>Deed Administrators</b>	jointly and severally, Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes in their capacity as administrators of the Deed and any successor to that office appointed pursuant to the

Term	Meaning
	Corporations Act.
<b>Deed Company</b>	each of the companies listed in Schedule 1.
<b>Deed Period</b>	means the period commencing on the Commencement Date and ending on the Termination Date.
<b>Directors</b>	the directors of the Deed Companies from time to time.
<b>DOCG</b>	the deed of cross guarantee dated 18 June 2007 entered into in accordance with ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 and in respect of which VAH is the head company.
<b>Employee</b>	any person who was an employee of a Deed Company as at or prior to the Appointment Date and any person who made an advance of money to a Deed Company for which section 560 of the Corporations Act would apply if the Deed Company was taken to be in liquidation as at the Appointment Date.
<b>Encumbrance</b>	<p>any:</p> <ol style="list-style-type: none"> <li>1 security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power, or title retention or flawed deposit arrangement and any 'security interest' as defined in sections 12(1) or (2) of the PPSA; or</li> <li>2 right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or</li> <li>3 right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or</li> <li>4 third party right or interest or any right arising as a consequence of the enforcement of a judgment,</li> </ol> <p>or any agreement to create any of them or allow them to exist.</p>
<b>Enforcement Process</b>	has the meaning given to that term in the Corporations Act.
<b>Excluded Cash</b>	the unrestricted cash at bank in the VA Account on 30 June 2020

Term	Meaning
	<p>plus the cash proceeds of any Receivables received by the Administrators (including any JobKeeper payments referable to wages paid for the period up to (but excluding) the Financial Responsibility Date), less:</p> <ol style="list-style-type: none"> <li>1 the Administrator Trading Liabilities incurred prior to the Financial Responsibility Date and paid after that date;</li> <li>2 except as otherwise agreed in writing by the Deed Proponent, any Administrator Trading Liabilities incurred after the Financial Responsibility Date that were not provided for, or exceed the amount provided, in the Approved Budget, or which the lenders under the Interim Funding Facility Agreement are not obliged to fund under the Interim Funding Facility.</li> </ol>
<b>Excluded Claim</b>	<p>any:</p> <ol style="list-style-type: none"> <li>1 Claim of: <ol style="list-style-type: none"> <li>a. a Continuing Employee; or</li> <li>b. any Employee who ceased to be employed by a Deed Company between 1 July 2020 and Completion,</li> </ol> <p>in respect of an amount referred to in section 556(1)(e), (g) or (h) of the Corporations Act, including any annual or long service leave accrued from the Appointment Date to Completion (but not including Claims in respect of Historical Underpayments);</p> </li> <li>2 Claim of an Employee under the workers' compensation self insurance scheme in which the Deed Companies are participants;</li> <li>3 Claim in respect of a Staff Travel Entitlement;</li> <li>4 Insured Claim;</li> <li>5 Intra-Group Claim;</li> <li>6 Claim arising under an Excluded Contract other than an Excluded Contract Released Claim;</li> <li>7 Claim arising under an Aircraft Excluded Contract other than a Claim in respect of any obligations, duties and liabilities which have arisen under such contracts before Completion or which relate to the period before Completion (but without limiting the rights of a party to an Aircraft Excluded Contract to receive any payment to which that party is entitled under any Aircraft Protocol Agreement); or</li> <li>8 other Claim that the Deed Proponent nominates in writing to the Deed Administrators as an Excluded Claim before Completion.</li> </ol>
<b>Excluded Contract</b>	<p>means any contract (including any lease but not including any Aircraft Excluded Contract):</p> <ol style="list-style-type: none"> <li>1 set out in Part 1 of Schedule 7;</li> </ol>

Term	Meaning
	<p>2 set out in Part 2 of Schedule 7 provided that either:</p> <ol style="list-style-type: none"> <li>the Creditor has waived or waives, prior to or with effect from Completion, any event of default or breach by the relevant Deed Company which occurred on or prior to the Commencement Date or which may occur during the Deed Period or on Completion insofar as the Creditor would be entitled to terminate the contract or (where applicable) take possession of or otherwise recover from a Deed Company property leased under that contract; or</li> <li>the Deed Proponent confirms in the Excluded Contracts Designation Notice that the contract is an Excluded Contract notwithstanding that the Creditor has not satisfied the requirements of paragraph (a);</li> </ol> <p>3 set out in Part 3 of Schedule 7, provided that the Deed Proponent confirms in the Excluded Contracts Designation Notice that any conditions to the inclusion of that contract as an 'Excluded Contract' for the purposes of this Deed identified in Part 3 of Schedule 7 for that contract have been satisfied or waived (or will be satisfied simultaneously with Completion); or</p> <p>4 otherwise designated in the Excluded Contracts Designation Notice.</p> <p>A reference to a contract set out in Schedule 7 is a reference to that contract as amended or supplemented from time to time, including any amendment or supplement entered into after the Appointment Date.</p>
<b>Excluded Contracts Designation Notice</b>	<p>the notice to be delivered by the Deed Proponent to the Deed Administrators pursuant to clause 10.1(b) specifying the designations and confirmations (if any) referred to in:</p> <ol style="list-style-type: none"> <li>items 2b, 3 and 4 of the definition of Excluded Contract; and</li> <li>item 2 of the definition of Aircraft Excluded Contract.</li> </ol>
<b>Excluded Contract Released Claim</b>	<p>in relation to a Deed Company and an Excluded Contract, any Claim under or in respect of that Excluded Contract that relates to:</p> <ol style="list-style-type: none"> <li>an amount that was due and payable by a Deed Company before the Appointment Date or relates to a period up to the Appointment Date whether or not due and payable at that date;</li> <li>goods or services supplied to a Deed Company prior to the Appointment Date;</li> <li>amounts payable under any Excluded Contract that are referable to a period prior to the Appointment Date;</li> <li>any failure of a Deed Company to perform obligations or duties under an Excluded Contract prior to, or in respect of the period</li> </ol>

Term	Meaning
	<p>prior to, the Appointment Date;</p> <p>5 amounts payable under any Excluded Contract that are referable to the Administration Period or which relate to goods or services supplied by a Deed Company or failure to perform obligations or duties under an Excluded Contract during the Administration Period (but without limiting any right that a Creditor has to be paid any amount in respect of an Administration Debt); and</p> <p>6 any other liability of a Deed Company that arose by reason of the appointment of the Administrators or Deed Administrators to a Deed Company including any obligations to pay charges or default interest and any liability under any indemnity provisions in the relevant Excluded Contract.</p>
<b>Excluded Superannuation Debt</b>	a Superannuation Debt (as defined in clause 10.9(b)) in respect of which the Deed Administrators make a determination under clause 10.9(b).
<b>FFC Creditor</b>	a Creditor in respect of an FFC Claim.
<b>FFC Claim</b>	<p>any Claim for a refund or other monetary compensation for or in respect of:</p> <p>1 a flight or holiday package operated or sold by or on behalf of a Deed Company that was booked and paid for prior to the Appointment Date that has been cancelled as at the Commencement Date, where the relevant Creditor is entitled (whether under the terms of the relevant policy or as a result of a direct communication to that Creditor by or on behalf of a Deed Company), immediately prior to Completion, to a Conditional Credit;</p> <p>2 a flight or holiday package operated or sold by or on behalf of a Deed Company that was booked and paid for prior to the Appointment Date and that is cancelled during the Deed Period or after Completion;</p> <p>3 a flight or holiday package operated or sold by or on behalf of a Deed Company that was booked and paid for prior to the Appointment Date and that was cancelled prior to the Appointment Date and in respect of which the relevant Creditor had, prior to the Appointment Date, been issued with a travel credit in accordance with the relevant Deed Company's terms and conditions applicable as at the date such credit was issued;</p> <p>4 expenses incurred in connection with a delayed or cancelled flight or holiday package operated or sold by or on behalf of a Deed Company that was booked prior to the Appointment Date, or ancillary services paid for in connection with a delayed or cancelled flight or holiday package operated or sold by or on behalf of a Deed Company that was booked prior to the Appointment Date, where the relevant Creditor is entitled</p>

Term	Meaning
	<p>(whether under the terms of the relevant policy or as a result of a direct communication to that Creditor by or on behalf of a Deed Company), immediately prior to Completion, to a Conditional Credit;</p> <p>5 service-related incidents arising in connection with a flight or holiday package operated or sold by or on behalf of a Deed Company, which was booked prior to the Appointment Date, where the relevant Creditor is entitled (whether under the terms of the relevant policy or as a result of a direct communication to that Creditor by or on behalf of a Deed Company), immediately prior to Completion, to a Conditional Credit; or</p> <p>6 a deposit paid to, and held by, a Deed Company prior to the Appointment Date in respect of a group booking for a flight operated or sold by or on behalf of a Deed Company that has been cancelled, or that is cancelled after the Commencement Date.</p>
<b>Financial Responsibility Date</b>	the date on which the Deed Proponent assumed financial responsibility for the business of the Deed Companies, the IG DOCA Companies and the Subsidiary DOCA Companies, being 1 July 2020.
<b>Fund Amount</b>	<p>an amount equal to the aggregate of:</p> <ol style="list-style-type: none"> <li>1 the Pool A Fund Amount;</li> <li>2 the Pool C Fund Amount; and</li> <li>3 unless an IG DOCA Event occurs, the Pool B Fund Amount.</li> </ol>
<b>Future Flight Credit</b>	a travel credit on the terms and conditions set out in Schedule 6.
<b>Group Companies</b>	VAH and VAIH and their respective Subsidiaries to which the Administrators were appointed on the Appointment Date.
<b>GST</b>	has the meaning given to that term in the GST Act and any value added tax, goods and services tax or other similar tax.
<b>GST Act</b>	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Historical Underpayments</b>	any historical underpayment of superannuation or wages.



Term	Meaning
<b>IG DOCA</b>	the deed of company arrangement in relation to the IG DOCA Companies proposed by the Deed Proponent and put to the creditors of the IG DOCA Companies at the IG Group Second Meeting or, where the context requires, the deed of company arrangement in relation to the IG DOCA Companies executed on or about the Commencement Date between the Deed Proponent, the IG DOCA Companies and Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes in their capacity as joint and several administrators of the IG DOCA Companies.
<b>IG DOCA Companies</b>	<ol style="list-style-type: none"> <li>1 VAIH;</li> <li>2 VAIA;</li> <li>3 Tiger International;</li> <li>4 VAA (SE Asia).</li> </ol>
<b>IG DOCA Completion</b>	completion of the IG DOCA in accordance with its terms.
<b>IG DOCA Conditions</b>	the conditions to completion of the IG DOCA.
<b>IG DOCA Event</b>	<ol style="list-style-type: none"> <li>1 the creditors of the IG DOCA Companies do not resolve that the IG DOCA Companies enter into the IG DOCA under section 444B(2)(b) of the Corporations Act at the IG Group Second Meeting; or</li> <li>2 one or more IG DOCA Conditions are not satisfied, or become incapable of being satisfied (and, where capable of being waived, are not waived in accordance with the terms of the IG DOCA); or</li> <li>3 the IG DOCA is terminated in accordance with its terms prior to IG DOCA Completion.</li> </ol>
<b>IG Group Second Meeting</b>	the meeting of creditors held on 4 September 2020 convened pursuant to section 439A of the Corporations Act and held concurrently in respect of each IG DOCA Company.
<b>Implementation Date</b>	<p>the fifth Business Day after:</p> <ol style="list-style-type: none"> <li>1 the satisfaction of all of the Conditions;</li> <li>2 the satisfaction or waiver of all of the IG DOCA Conditions or, if an IG DOCA Event occurs, the conditions to completion of the Asset Sale Agreement;</li> <li>3 the satisfaction or waiver of all of the Subsidiary DOCA Conditions for each Subsidiary DOCA (except to the extent a Subsidiary DOCA Event has occurred in relation to a Subsidiary</li> </ol>

Term	Meaning
	DOCA); and
	4 if a Subsidiary DOCA Event occurs in respect of a Subsidiary DOCA and that Subsidiary DOCA has not been terminated in accordance with its terms, the conditions to completion of the Asset Sale Agreement,
	or such other date as is agreed in writing by the Deed Administrators and the Deed Proponent.
<b>Implementation Steps</b>	has the meaning given in clause 10.2.
<b>Insured Claim</b>	<p>a Claim which a Creditor has against a Deed Company where:</p> <ol style="list-style-type: none"> <li>1 the Deed Company is insured against that Claim under a contract of insurance (not being a contract of reinsurance) entered into before the Appointment Date; and</li> <li>2 an amount in respect of that Claim would be payable by the insurer to the Deed Company under the contract of insurance,</li> </ol> <p>but only to the extent of such part of the Claim as would be discharged by the payment from the insurer.</p>
<b>Intra-Group Claim</b>	<ol style="list-style-type: none"> <li>1 intercompany loan balances owed by a Deed Company to another Deed Company;</li> <li>2 intercompany loan balances owed by a Deed Company to a Subsidiary DOCA Company but only if Subsidiary DOCA Completion occurs in respect of the Subsidiary DOCA for that Subsidiary DOCA Company;</li> <li>3 intercompany loan balances owed by a Deed Company to an IG DOCA Company but only if IG DOCA Completion occurs; and</li> <li>4 any Claim in respect of a contract set out in Schedule 3, subject to the satisfaction of any condition in respect of that contract identified in Schedule 3.</li> </ol>
<b>Interim Funding Facility</b>	the loan facility made available to the Administrators and certain Group Companies pursuant to the Interim Funding Facility Agreement.
<b>Interim Funding Facility Agreement</b>	the facility agreement dated 26 June 2020 between, among others, VAA, the Administrators and the Deed Proponent.
<b>IPR</b>	the <i>Insolvency Practice Rules (Corporations) 2016</i> (Cth).

Term	Meaning
<b>IPS</b>	the <i>Insolvency Practice Schedule (Corporations)</i> set out at Schedule 2 to the Corporations Act.
<b>Leased Property</b>	means any property in relation to which another person is the Owner and which was used or occupied by, or on behalf of, or in possession of a Deed Company at the Appointment Date or in relation to which a Deed Company is liable at the Appointment Date to pay any amount in connection with the use or occupation of the property.
<b>Legal Personal Representative</b>	a trustee or executor appointed to a Deed Administrator upon death, incapacity, insanity or any combination of them.
<b>Liabilities</b>	any liability or obligation (whether actual, contingent or prospective), including for any Loss of whatever description irrespective of when the acts, events or things giving rise to the liability or obligation occurred.
<b>Loss</b>	includes any loss, damage, liability, obligation, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost or expense) however it arises and whether it is present or future, fixed or unascertained, actual or contingent but excluding any consequential or indirect loss, economic loss or loss of profits.
<b>Member</b>	has the meaning given to that term in the Corporations Act.
<b>Net Prepaid Flight Liability</b>	the liability of the Group Companies on account of prepaid flights as at 30 June 2020 less the restricted cash collateral held by the Group Companies in respect of prepaid flights as at 30 June 2020.
<b>New SPV</b>	<p>the following Australian companies to be incorporated, if requested by the Deed Proponent, prior to Completion:</p> <ol style="list-style-type: none"> <li>1 a new direct wholly owned Subsidiary of VAH (<b>BC Hart Holdco</b>);</li> <li>2 a new direct wholly owned Subsidiary of BC Hart Holdco (<b>BC Hart Midco</b>); and</li> <li>3 a new direct wholly owned Subsidiary of BC Hart Midco (<b>BC Hart Company</b>);</li> <li>4 or such other or additional entities as may be agreed in writing between the Deed Administrators and the Deed Proponent.</li> </ol>

Term	Meaning
<b>Non-Participating Claim</b>	<p>any:</p> <ol style="list-style-type: none"> <li>1 Claim by a Deed Company or a Related Body Corporate of a Deed Company against a Deed Company which is not an Excluded Claim;</li> <li>2 Claim in respect of which a Creditor has agreed with the Administrators or Deed Administrators not to participate as a Creditor in respect of the Deed Companies;</li> <li>3 Claim which is a 'subordinate claim' as defined in section 563A of the Corporations Act;</li> <li>4 FFC Claim; or</li> <li>5 Claim in respect of an Excluded Superannuation Debt.</li> </ol>
<b>Officer</b>	has the meaning given to that term in the Corporations Act.
<b>Owner</b>	any person who is the legal or beneficial owner or holder of a leasehold interest (including any lessor) of property in the possession of a Deed Company as at the Appointment Date.
<b>Pool A Fund</b>	has the meaning given in the Trust Deed.
<b>Pool A Fund Amount</b>	<p>an amount equal to \$575,000,000 less the aggregate of the following:</p> <ol style="list-style-type: none"> <li>1 an amount equal to the full amount drawn under the Interim Funding Facility as at the date of Completion;</li> <li>2 if the Net Prepaid Flight Liability exceeds \$401,533,000 by more than \$100,000, the amount of that difference;</li> <li>3 the Pool C Fund Amount;</li> <li>4 unless an IG DOCA Event occurs, the Pool B Fund Amount; and</li> <li>5 if an IG DOCA Event occurs, the Pool D Fund Amount.</li> </ol>
<b>Pool B Fund Amount</b>	\$10,000,000.
<b>Pool C Fund</b>	has the meaning given in the Trust Deed.
<b>Pool C Fund Amount</b>	\$94,110,384.

Term	Meaning
<b>Pool D Fund Amount</b>	\$23,200,000.
<b>PPSA</b>	the <i>Personal Property Securities Act 2009</i> (Cth).
<b>Priority Claim</b>	in respect of a Deed Company, a Claim of an Employee that would have been entitled to priority over the Claims of other unsecured creditors under section 556(1) of the Corporations Act if the Deed Company had been wound up and the winding up was taken to have commenced on the Appointment Date.
<b>Purchaser</b>	the Deed Proponent or its nominee.
<b>Receivables</b>	<ol style="list-style-type: none"> <li>1 all trade debts owing to a Group Company that is a party to the Sale and Implementation Deed as at 30 June 2020 (including any amount on account of GST); and</li> <li>2 JobKeeper payments payable to a Group Company in respect of wages paid by that Group Company during the period up to (but excluding) the Financial Responsibility Date.</li> </ol>
<b>Record Date</b>	the second Business Day after the satisfaction or waiver of all of the Conditions in clause 4.1 or such other date as is agreed in writing by the Deed Administrators and the Deed Proponent.
<b>Regulations</b>	the <i>Corporations Regulations 2001</i> (Cth).
<b>Related Body Corporate</b>	has the meaning given to that term in the Corporations Act.
<b>Remuneration</b>	<p>the remuneration payable to the Administrators and Deed Administrators for acting as:</p> <ol style="list-style-type: none"> <li>1 the administrators of the Deed Companies under Part 5.3A of the Corporations Act; and</li> <li>2 the Deed Administrators of the Deed Companies under this Deed.</li> </ol>
<b>Sale and Implementation Deed</b>	the Sale and Implementation Deed dated 26 June 2020 between, among others, the Administrators, the Deed Companies and the Deed Proponent.

Term	Meaning
<b>Second Meeting</b>	has the meaning given in the Recitals.
<b>Section 439C Resolution</b>	the resolution referred to in recital 2.
<b>Section 444GA Order</b>	an order of the Court granting approval to the transfer of the Shares to the Purchaser pursuant to section 444GA(1)(b) of the Corporations Act.
<b>Secured Creditor</b>	any Creditor with the benefit of a Security Interest at the Appointment Date over all or any property of a Deed Company securing all or any part of the Creditor's Claim.
<b>Security Interest</b>	any mortgage, chattel mortgage, pledge, charge, agreement, encumbrance, lien, letter of credit, deposit, cash reserve, right of set-off (arising otherwise than by operation of law or as a result of a banker's right to combine accounts) and assignment (including over insurance policies) and any other type of security which provides for and secures the payment of any debt or monetary liability or the performance of any obligation as at the Appointment Date and any 'security interest' as defined in sections 12(1) or (2) of the PPSA, each in respect of a Deed Company and includes any proceeds from dealing with any security.
<b>Shares</b>	the shares in the capital of VAH.
<b>Short Haul 14 1</b>	Short Haul 2014 No. 1 Pty Ltd (Administrators Appointed) ACN 600 809 612.
<b>Short Haul 14 2</b>	Short Haul 2014 No. 2 Pty Ltd (Administrators Appointed) ACN 600 878 199.
<b>Short Haul 16 2</b>	Short Haul 2016 No. 2 Pty Ltd (Administrators Appointed) ACN 612 796 077.
<b>Short Haul 17 2</b>	Short Haul 2017 No. 2 Pty Ltd (Administrators Appointed) ACN 617 644 443.
<b>Short Haul 17 3</b>	Short Haul 2017 No. 3 Pty. Ltd. (Administrators Appointed) ACN 622 014 813.

Term	Meaning
<b>Short Haul 18 1</b>	Short Haul 2018 No. 1 Pty. Ltd. (Administrators Appointed) ACN 622 014 831.
<b>Staff Travel Entitlement</b>	an entitlement to a refund or credit arising prior to the Appointment Date under the Virgin Australia Team Travel Leisure Policy applicable as at the Appointment Date.
<b>Subsidiary</b>	has the meaning given in the Corporations Act.
<b>Subsidiary DOCA</b>	in respect of a Subsidiary DOCA Company, the deed of company arrangement in relation to that Subsidiary DOCA Company proposed by the Deed Proponent and put to the creditors of the Subsidiary DOCA Company at a Subsidiary DOCA Company Second Meeting or, where the context requires, the deed of company arrangement in relation to that Subsidiary DOCA Company executed on or about the Commencement Date between the Deed Proponent, the Subsidiary DOCA Company and Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes in their capacity as joint and several administrators of the Subsidiary DOCA Company.
<b>Subsidiary DOCA Company</b>	each of: <ol style="list-style-type: none"> <li>1 VB Leaseco No 2;</li> <li>2 VB 800;</li> <li>3 Short Haul 17 2;</li> <li>4 Short Haul 18 1;</li> <li>5 VA Borrower 19 1;</li> <li>6 VA Borrower 19 2;</li> <li>7 Short Haul 14 1 and Short Haul 14 2; and</li> <li>8 Short Haul 17 3.</li> </ol>
<b>Subsidiary DOCA Completion</b>	in respect of a Subsidiary DOCA, completion of the Subsidiary DOCA in accordance with its terms.
<b>Subsidiary DOCA Conditions</b>	in respect of a Subsidiary DOCA, the conditions to completion of the Subsidiary DOCA.
<b>Subsidiary DOCA Event</b>	In respect of a Subsidiary DOCA: <ol style="list-style-type: none"> <li>1 the creditors of the Subsidiary DOCA Company do not resolve that the Subsidiary DOCA Company enter into the Subsidiary</li> </ol>

Term	Meaning
	DOCA under section 444B(2)(b) of the Corporations Act at the Subsidiary DOCA Company Second Meeting; or
	2 one or more Subsidiary DOCA Conditions are not satisfied, or become incapable of being satisfied (and, where capable of being waived, are not waived in accordance with the terms of the Subsidiary DOCA); or
	3 the Subsidiary DOCA is terminated in accordance with its terms prior to Subsidiary DOCA Completion.
<b>Subsidiary DOCA Company Second Meeting</b>	in respect of a Subsidiary DOCA Company, the meeting of creditors held on 4 September 2020 convened pursuant to section 439A of the Corporations Act.
<b>Termination Date</b>	the date upon which this Deed is terminated.
<b>Tiger Airways</b>	Tiger Airways Australia Pty Limited (Administrators Appointed) ACN 124 369 008.
<b>Tiger International</b>	Tiger International Number1 Pty Ltd (Administrators Appointed) ACN 606 131 944.
<b>Trust</b>	the Virgin Group Creditors' Trust to be established under the Trust Deed.
<b>Trust Creditors</b>	a Creditor who has a Claim except to the extent that that Claim is a Non-Participating Claim.
<b>Trust Deed</b>	the trust deed to be entered into between, among others, the Deed Companies, the Deed Administrators and the Trustees substantially in the form of that contained in Schedule 4, which creates the Trust.
<b>Trust Fund</b>	has the meaning given to that term in the Trust Deed.
<b>Trustees</b>	the trustees of the Trust established under the Trust Deed, being Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes in their capacity as joint and several deed administrators of the Deed Companies.



Term	Meaning
<b>VA Account</b>	the bank account maintained by the Administrators for the Deed Companies in accordance with Division 65 of the IPS.
<b>VAA</b>	Virgin Australia Airlines Pty Ltd (Administrators Appointed) ACN 090 670 965.
<b>VAAH</b>	Virgin Australia Airlines Holdings Pty Ltd (Administrators Appointed) ACN 093 924 675.
<b>VAA (SE Asia)</b>	Virgin Australia Airlines (SE Asia) Pty Ltd (Administrators Appointed) ACN 097 892 389.
<b>VA Borrower 19 1</b>	VA Borrower 2019 No. 1 Pty Ltd (Administrators Appointed) ACN 633 241 059.
<b>VA Borrower 19 2</b>	VA Borrower 2019 No. 2 Pty Ltd (Administrators Appointed) ACN 637 371 343.
<b>VAH</b>	Virgin Australia Holdings Limited (Administrators Appointed) ACN 100 686 226.
<b>VAH Newco No.1</b>	VAH Newco No.1 Pty Ltd (Administrators Appointed) ACN 160 881 345.
<b>VAH Newco No.2</b>	VAH Newco No.2 Pty Ltd (Administrators Appointed) (In Liquidation) ACN 160 881 354.
<b>VAH Shareholders</b>	the holders of the Shares as at the Record Date.
<b>VAIA</b>	Virgin Australia International Airlines Pty Ltd (Administrators Appointed) ACN 125 580 823.
<b>VAIH</b>	Virgin Australia International Holdings Pty Ltd (Administrators Appointed) ACN 155 860 021.
<b>VAIO</b>	Virgin Australia International Operations Pty Ltd (Administrators Appointed) ACN 155 859 608.

Term	Meaning
<b>VARA</b>	Virgin Australia Regional Airlines Pty Ltd (Administrators Appointed) ACN 008 997 662.
<b>VB 800</b>	VB 800 2009 Pty Ltd (Administrators Appointed) ACN 135 488 934.
<b>VB Investco</b>	VB Investco Pty Ltd (Administrators Appointed) (In Liquidation) ACN 101 961 095.
<b>VB Leaseco</b>	VB Leaseco Pty Ltd (Administrators Appointed) ACN 134 268 741.
<b>VB Leaseco No 2</b>	VB Leaseco No 2 Pty Ltd (Administrators Appointed) ACN 142 533 319.
<b>VB Ventures</b>	VB Ventures Pty Ltd (Administrators Appointed) ACN 125 139 004.

## 1.2 Interpretation

In the Deed, unless the subject or context otherwise requires:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- (f) a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this Deed;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document (including this Deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to Australian currency unless denominated otherwise;



- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Sydney;
- (k) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Deed;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Deed will be construed adversely to a party because that party was responsible for the preparation of this Deed or that provision;
- (n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (p) a reference to a body, other than a party to this Deed (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### **1.3 Inconsistency with Act or Regulations**

If there is any inconsistency between the provisions of this Deed and the Corporations Act or Regulations, this Deed prevails to the extent permitted by law.

### **1.4 Other inconsistencies**

If there is any inconsistency between the provisions of this Deed and the constitution of a Deed Company or any other obligation binding on a Deed Company, the provisions of this Deed prevail to the extent of the inconsistency, and all persons bound by this Deed agree to sign all documents and do all things necessary to remove such inconsistency, the costs of which will be borne by the Deed Companies.

### **1.5 Business Days**

Except where otherwise expressly provided, if the day on or by which any act, matter or thing is to be done as required by this Deed is a day other than a Business Day, that act, matter or thing will be done on the immediately succeeding Business Day.

### **1.6 Bar to Claims**

Subject to section 444D of the Corporations Act, this Deed may be pleaded and tendered by:

- (a) the Deed Companies or the Deed Administrators against any person having or asserting a Claim released, discharged and extinguished by clause 6.4; and
- (b) the recipient of any release or covenant contained in this Deed,

as an absolute bar and defence to any legal proceeding brought or made at any time in respect of a claim, release or covenant as the case may be.

## **1.7 Exclusion of Prescribed Provisions**

Subject to clause 12.1, the prescribed provisions contained in Schedule 8A of the Regulations do not apply to this Deed.

## **1.8 Required Provisions**

To the extent that the Corporations Act requires any provision to be included in this Deed which is not expressly included in this Deed, such provision will be deemed to be included in this Deed.

## **1.9 Deed components**

This Deed includes any Schedule.

# **2 Operation**

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## **2.1 Commencement Date**

Subject to clause 3(a), this Deed will commence and take effect on the Commencement Date.

## **2.2 Interim Effect**

To the extent that a person would be bound by this Deed if it had already been executed, the person must not, at any time after the Section 439C Resolution is passed but before this Deed is executed, do anything inconsistent with the terms of this Deed, except with the leave of the Court.

## **2.3 Termination**

This Deed continues until it is terminated in accordance with clause 18 of this Deed.

# **3 Execution by all Parties**

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- (a) This Deed is subject to and conditional upon:
  - (1) the Section 439C Resolution being passed in respect of each Deed Company listed in items 1 to 14 of Schedule 1; and
  - (2) the execution of this Deed by each person named as a party to it.
- (b) If as a result of clause 3(a), this Deed has not come into full force and effect on or prior to the expiration of 15 Business Days (or such further period as the Court allows) after the Section 439C Resolution is passed, then this Deed will terminate automatically.

## 4 Conditions

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### 4.1 Conditions

The operation of clause 10 is conditional upon each of the following events taking place:

- (a) the Deed Administrators, the Trustees and the Deed Companies have executed the Trust Deed;
- (b) ASIC has issued or provided such consents or approvals or done such other acts which the Deed Proponent and the Deed Administrators agree in writing are reasonable or necessary or desirable to implement the transactions contemplated by this Deed, including the ASIC Relief;
- (c) the Deed Administrators have obtained the Section 444GA Order;
- (d) the Deed Administrators have obtained the Chapter 15 Order;
- (e) the Deed Proponent is reasonably satisfied that on Completion, all Claims expressed to be released under clause 6.4 will be fully and effectively released under all applicable laws; and
- (f) the Sale and Implementation Deed has not been terminated.

### 4.2 Obligation to satisfy Conditions

The parties must promptly take all reasonable steps within their control to ensure that the Conditions are satisfied.

### 4.3 Waiver of Conditions

- (a) The Conditions in clause 4.1(a), (b), (c), (d) and (f) are for the benefit of the Deed Proponent and the Deed Administrators and may only be waived by written agreement between them.
- (b) The Condition in clause 4.1(e) is for the benefit of the Deed Proponent and may only be waived by the Deed Proponent in writing.

### 4.4 Consequence of non-satisfaction of the Conditions

- (a) If:
  - (1) each of the Conditions is not satisfied or waived by 30 November 2020 (or such later date as may be agreed in writing by the Deed Administrators and the Deed Proponent); or
  - (2) the Deed Administrators and the Deed Proponent are of the opinion that one or more of the Conditions is incapable of being satisfied,
 then:
  - (3) the parties must complete the acquisition of the assets of the Deed Companies under the Asset Sale Agreement in accordance with its terms; and
  - (4) this Deed will continue in operation until completion of the Asset Sale Agreement.
- (b) Following completion of the Asset Sale Agreement, the Deed Administrators will convene a meeting to consider the future of the Deed Companies pursuant to clause 16.

## 5 The Officers and Members

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### 5.1 Effect of the Deed on Officers of the Deed Companies

- (a) The Directors of each Deed Company will remain in office throughout the Deed Period unless they resign or are removed by the Deed Administrators.
- (b) During the Deed Period, unless authorised in writing by the Deed Administrators, the Directors and Officers of the Deed Companies cannot perform or exercise, and must not purport to perform or exercise, a function or power as an Officer of a Deed Company.
- (c) For the avoidance of doubt, the Directors of a Deed Company will not pass a resolution to place the entity into voluntary administration or take any step to wind up that entity except with the written approval of the Deed Administrators.
- (d) While they remain Directors, the Directors will not be relieved of their statutory duties as Directors and for the avoidance of doubt, the Deed Administrators will not be responsible for such statutory obligations during the Deed Period.
- (e) During the Deed Period, the Directors must:
  - (1) co-operate with and assist the Deed Administrators in the performance by the Deed Administrators of their obligations under this Deed;
  - (2) carry out and perform such operations, functions, powers and other matters as may be delegated to them by the Deed Administrators; and
  - (3) perform their obligations pursuant to the Deed.

### 5.2 Effect of this Deed on Members

Other than as provided in clause 10.3(a), until this Deed terminates any Member of the Deed Companies and any Creditor holding any Encumbrance over any shares in a Deed Company must not without the prior written consent of the Deed Administrators deal with any shares in a Deed Company or exercise shareholder rights over any shares in a Deed Company in a way that is contrary to this Deed or the purpose of the Deed.

## 6 Moratorium and Release

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### 6.1 Binding Effect

The Deed binds:

- (a) in accordance with section 444D of the Corporations Act, all Creditors; and
- (b) in accordance with section 444G of the Corporations Act, the Deed Companies, their Officers and Members and the Deed Administrators.

### 6.2 No Limitation

Nothing in the Deed limits the rights in law or equity of the Deed Administrators:

- (a) to make an application under section 444F of the Corporations Act; or

- (b) to apply for orders or directions pursuant to the Corporations Act (including, without limitation, section 447A(1) of the Corporations Act or section 90-15 of the IPS), or otherwise.

### **6.3 Moratorium**

- (a) Subject to clauses 6.3(b), 7 and 9 and subject to clause 8 in relation to Insured Claims, during or after the Deed Period a Creditor may not, in relation to that Creditor's Claim:
  - (1) make or proceed with an application for an order to wind up a Deed Company or for the appointment of a provisional liquidator or a court appointed receiver to any of the Deed Companies and their property;
  - (2) institute, revive or continue any action, suit, arbitration, mediation or proceeding against a Deed Company or in relation to the property of a Deed Company;
  - (3) institute, revive or continue with any Enforcement Process against the property of a Deed Company;
  - (4) take any action whatsoever to seek to recover any part of its Claim;
  - (5) exercise any right of set off or defence, cross claim or cross action to which that Creditor would not have been entitled had the relevant Deed Company been wound up on the Appointment Date;
  - (6) commence or take any further step in any arbitration against a Deed Company or to which a Deed Company is a party in relation to any matter arising or occurring before the Appointment Date; or
  - (7) otherwise enforce any right it may have or acquire,

except to the extent of that Creditor's entitlement, if any, to participate in the Trust Fund in accordance with the terms of the Trust Deed.
- (b) Despite anything to the contrary in this Deed, nothing in this Deed affects the rights of any Secured Creditor or Owner in respect of a leasing, hire purchase or financing transaction relating to any aircraft, aircraft engine or airframe (or any associated technical records and parts) to enforce, realise or otherwise deal with any Security Interest or Leased Property and retain the proceeds from the enforcement or realisation of, or other dealing with, any Security Interest or Leased Property.

### **6.4 Release Upon Completion**

Subject to clause 6.6, each Creditor agrees that on Completion, its Claims are extinguished and released.

### **6.5 Execution of all necessary documents**

- (a) Each Creditor must, if required by the Deed Companies or the Deed Administrators, execute any document that the Deed Companies or a Deed Administrator may require from time to time to give effect to the releases in clause 6.4.
- (b) The Deed Administrators must take all steps reasonably required by the Deed Proponent to obtain such releases from any Creditors nominated by the Deed Proponent.

## 6.6 Conversion of Claims

- (a) Subject to clause 6.6(b), the Deed Administrators and the Creditors agree that, upon all Claims being released pursuant to clause 6.4:
  - (1) each Trust Creditor who had a Claim, will be entitled to make a claim against the Trust Fund, in accordance with the Trust Deed, which is equal in amount to their released Claim; and
  - (2) each FFC Creditor will be entitled to a Future Flight Credit in respect of their released FFC Claim.
- (b) A Creditor is not entitled to make a claim against, participate in or receive any distribution from, the Trust Fund in respect of a Non-Participating Claim.

## 7 Secured Creditors

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Nothing in this Deed will restrict the right of a Secured Creditor to realise or otherwise deal with its security to the extent permitted by section 444D(2) of the Corporations Act.

## 8 Insured Claims

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### 8.1 Rights of Creditors who have Claims covered by insurance

If insurance is held by or on behalf of a Deed Company in respect of an Insured Claim:

- (a) the Creditor may, in relation to its Insured Claim and notwithstanding that Completion has occurred, take action to recover the amount due in respect of the Claim against the Deed Company, but such action must not exceed what is necessary to obtain payment from the insurer;
- (b) to the extent that the Creditor is able, by settlement, arbitral award or judgment, to obtain payment from the insurer on account of the Claim, the Creditor may retain that amount in full satisfaction of its right to receive a distribution from the Trust Fund in respect of that Claim;
- (c) the Deed Companies are not required to provide assistance to a Creditor in relation to a Claim under this clause or take any action in response to enforcement action taken by a Creditor in accordance with this clause; and
- (d) where a Creditor intends to take enforcement action in relation to a Claim under this clause:
  - (1) if requested by a Deed Company, the Creditor must, prior to taking any enforcement action in relation to the Claim, provide the Deed Companies with an indemnity in the form of Schedule 5 (**Creditor Indemnity**);
  - (2) if requested by the Deed Companies, provide the Deed Companies with evidence, to the reasonable satisfaction of the Deed Companies, that the Creditor will be (and will continue to be) in a financial position, or have access to sufficient funds, to enable it to satisfy the Creditor Indemnity; and
  - (3) the Deed Companies may plead this Deed as a bar to any enforcement action taken by a Creditor in relation to the Claim in



circumstances where the Creditor has not, prior to commencing that enforcement action, given the Creditor Indemnity referred to in clause 8.1(d)(1) to the Deed Companies.

## 8.2 Release of Insured Claims where payment not obtained from insurer

To the extent that the Creditor is unable to seek or obtain payment on account of its Insured Claim from the insurer (including, without limitation, by reason of any excess or deductible applicable to the insurance policy, or failure by a Deed Company to take action) this Deed operates as a complete release and bar to that part of the Creditor's Claim which has not been met by the insurer.

## 9 Owners of Property in the possession of the Deed Companies

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Nothing in this Deed will restrict a right that an Owner has in relation to the property of that Owner under section 444D(3) of the Corporations Act.

## 10 Implementation

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### 10.1 Pre-Completion steps

No later than 2 Business Days prior to the Implementation Date:

- (a) if requested by and at the cost of the Deed Proponent, the Deed Administrators must cause VAH to incorporate each New SPV; and
- (b) the Deed Proponent must deliver the Excluded Contracts Designation Notice to the Deed Administrators.

### 10.2 Implementation Steps

- (a) On the Implementation Date, the parties must take the steps specified in clause 10.3, 10.4 and 10.5, or such other steps as are reasonably required by the Deed Proponent and agreed by the Deed Administrators (**Implementation Steps**).
- (b) The Implementation Steps will be effected (or deemed to be effected) in the order set out below or in such other order as may be notified in writing by the Deed Proponent to the Deed Administrators prior to the Implementation Date.
- (c) The extinguishment and release of Claims pursuant to clause 6.4 will be deemed to occur on Completion immediately prior to the Implementation Steps described in clause 10.3.
- (d) If any of the Implementation Steps is not completed, the parties must take such actions and steps as are necessary to put each of the parties in the same position as if none of the Implementation Steps had occurred, and the extinguishment and release of Claims pursuant to clause 6.4 will be deemed not to have occurred.

### 10.3 Share transfers and subscription

The parties will take the following steps in the following order (or in such other order notified in writing by the Deed Proponent to the Deed Administrators prior to Completion):

- (a) first, the Deed Administrators will, pursuant to the Section 444GA Order, transfer the Shares to the Purchaser, free from any Encumbrances or Security Interest, by:
  - (1) delivering to the Purchaser a duly completed share transfer, executed on behalf of the VAH Shareholders, for registration (**444GA Share Transfer**);
  - (2) the Purchaser duly executing the 444GA Share Transfer, attending to the stamping of the 444GA Share Transfer (if required) and delivering it to the Deed Administrators for registration; and
  - (3) immediately following receipt of the executed 444GA Share Transfer from the Purchaser, entering, or procuring the entry of, the name of the Purchaser in the share register for VAH in respect of all the Shares transferred to the Purchaser in accordance with this Deed.
- (b) second, the Purchaser will subscribe for additional shares in VAH in an aggregate amount equal to:
  - (1) the Fund Amount; plus
  - (2) an amount equal to the drawn amount under the Interim Funding Facility;
- (c) third, if the New SPVs have been incorporated by VAH at the request of the Deed Proponent pursuant to clause 10.1(a), VAH will transfer all of the shares in VAAH and VAIO to BC Hart Company, free from any Encumbrances or Security Interest, by:
  - (1) delivering to BC Hart Company duly completed share transfers, executed by VAH, for registration (**VAH Share Transfers**);
  - (2) BC Hart Company duly executing the VAH Share Transfers, attending to the stamping of the VAH Share Transfers (if required) and delivering it to VAH for registration; and
  - (3) immediately following receipt of the executed VAH Share Transfers from BC Hart Company, entering, or procuring the entry of, the name of BC Hart Company in the share registers of VAAH and VAIO in respect of all the shares transferred to BC Hart Company in accordance with this Deed.

### 10.4 Payment of the Fund Amount

VAH must pay the Fund Amount at the direction of the Deed Administrators to the Trustees to be administered under the Trust as the Trust Fund, including distribution of the Fund Amount to Creditors in the order specified by clause 5 of the Trust Deed.

### 10.5 Payment directions

VAH directs the Purchaser to:

- (a) pay the proceeds of the share subscription referred to in 10.3(b)(1) at the direction of the Deed Administrators to the Trustees, in satisfaction of its obligation to make the payment referred to in clause 10.4; and

- (b) transfer the consideration for the share subscription referred to in 10.3(b)(2) to the lender under the Interim Funding Facility, in full satisfaction of the amounts owing under the Interim Funding Facility.

## 10.6 Contingent Value Entitlement Deed Poll

The Deed Proponent must deliver to the Deed Administrators the Contingent Value Entitlement Deed Poll, duly executed by the Deed Proponent or the Purchaser.

## 10.7 Reconstitution of boards

Immediately following Completion, the boards of the Deed Companies will be reconstituted in accordance with the Deed Proponent's direction.

## 10.8 Trust Creditors' Available Assets

- (a) The only property that is available to pay the Trust Creditors' Claims is the assets of the Pool A Fund and the Pool C Fund.
- (b) Notwithstanding Completion and the termination of this Deed, the Deed Administrators (in their capacity as Trustees) may retain control of the Excluded Cash for the benefit of the Trust Creditors.

## 10.9 Consistency with the Corporations Act

- (a) Notwithstanding any other provision of this Deed, for the purposes of section 444DA of the Corporations Act, any Priority Claims of an Employee will retain a priority until Completion in respect of the assets of the Deed Companies under the Deed Administrators' control, and thereafter, in respect of the assets of the Trust Fund at least equal to that which they would have been entitled to if the property of the Deed Companies had been applied in accordance with sections 556, 560 and 561 of the Corporations Act.
- (b) For the purposes of section 444DB of the Corporations Act, the Deed Administrators (including in their capacity as Trustees) must determine that a debt (or part thereof) by way of superannuation contribution (**Superannuation Debt**) is not admissible to proof as a Claim or a Claim against the Trust Fund if:
  - (1) that debt (or that part of the debt) by way of superannuation guarantee charge:
    - (A) has been paid; or
    - (B) is, or is to be admissible against the Deed Companies; and
  - (2) the Deed Administrators are satisfied that the superannuation guarantee charge is attributable to the Superannuation Debt.
- (c) If the Deed Administrators make a determination in accordance with clause 10.9(b), the Superannuation Debt is to be treated as extinguished as against the Deed Companies.

## 10.10 Continuing Employees

The Deed Proponent will procure that on and from Completion, the Deed Company that is the employer of the Continuing Employees will remain responsible for, and will recognise, honour and pay, the entitlements of any Continuing Employee, including any entitlements

that accrued prior to or after the Appointment Date (other than in respect of Historical Underpayments which amounts will be payable from the Trust Fund).

### **10.11 Administration Period flight credits**

The Deed Proponent will procure that on and from Completion, the relevant Deed Company will remain responsible for, and will recognise, honour and pay or provide flight credits or other compensation in respect of flights or holiday packages operated or sold by or on behalf of a Deed Company that were booked and paid for during the Administration Period and were or are cancelled during the Administration Period, Deed Period or after Completion, in accordance with the terms and conditions applicable at the time of booking.

## **11 Deed Administrators' Appointment**

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### **11.1 Appointment**

On the Commencement Date, the Deed Administrators are appointed joint and several administrators of the Deed.

### **11.2 Acceptance of Appointment**

The Deed Administrators:

- (a) accept the appointment as administrators of the Deed; and
- (b) agree to act as administrators of the Deed during the Deed Period or until the Deed Administrators retire or are removed from office in accordance with the Deed or the Corporations Act.

### **11.3 Deed Administrators are agents**

In exercising the powers conferred by the Deed and carrying out the duties arising under the Deed, the Deed Administrators will act as agent for and on behalf of the Deed Companies.

### **11.4 Management**

The Deed Administrators will retain day to day management and control of the Deed Companies until the Termination Date to the exclusion of the Directors of the Deed Companies.

### **11.5 Joint and several**

The rights, powers and privileges of the Deed Administrators may be exercised by them jointly and severally.

### **11.6 Deed Administrators' resignation**

Any Deed Administrator may resign at any time by giving not less than 28 days' prior written notice to the Deed Companies unless that resignation would result in there being no remaining Deed Administrator in which event the Deed Administrator must:



- (a) convene meetings of Creditors of each of the Deed Companies in accordance with clause 16 for the purpose of nominating a replacement deed administrator;
- (b) assign to a replacement deed administrator nominated by the Creditors the Deed Administrators' rights, title and benefit under this Deed; and
- (c) do all things reasonably necessary to effect the assignment referred to in clause 11.6(b).

## 12 Powers of the Deed Administrators

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### 12.1 Powers

For the purposes of administering this Deed, the Deed Administrators have the following powers:

- (a) all the powers set out in paragraph 2 of Schedule 8A of the Regulations, provided that the Deed Administrators must not, without the prior written consent of the Deed Proponent:
  - (1) bring an application for the winding up of a Deed Company;
  - (2) exercise any of the powers set out in items (c), (n), (za), (zb), (zc) or (ze) of paragraph 2 of Schedule 8A of the Regulations; or
  - (3) except in the ordinary course of business of the Deed Companies, exercise any of the powers set out in items (h) or (s) of paragraph 2 of Schedule 8A of the Regulations;
- (b) to remove from office a Director;
- (c) to appoint a person as a director of the Deed Companies, whether to fill a casual vacancy or not;
- (d) to perform any function and exercise any power that the Deed Companies or any of their Officers could perform or exercise if the Deed Companies were not subject to this Deed;
- (e) in accordance with the Section 444GA Order, to transfer shares in VAH; and
- (f) to do anything that is incidental to exercising a power set out in this clause 12.1.

### 12.2 Calling for proofs of debt

The Deed Administrators may exercise any of the powers conferred on the Trustees under the Trust Deed for the purpose of commencing the process for the adjudication of Claims under the Trust Deed, which exercise will be treated for all purposes under the Trust Deed as if those powers had been exercised by the Trustees after the commencement of the Trust.

### 12.3 Solicitors, Advisers and Consultants

- (a) The Deed Administrators may engage the services of their partners, employees, directors, officers, contractors, advisers, delegates, solicitors and consultants to assist them in the performance or exercise of their duties, obligations, responsibilities and powers under this Deed and the Deed Companies will pay all costs of any solicitors and consultants engaged by the Deed Administrators.



- (b) The Deed Administrators may delegate their powers under this clause 12 including by way of appointing agents and authorising such agents to act on behalf of the Deed Administrators or the Deed Companies.

## 12.4 No Personal Liability

Subject to the Corporations Act and to the extent permitted by law, in the performance or exercise, or purported performance or exercise, of any of the Deed Administrators' functions, powers and duties in the Deed Period, the Deed Administrators will not be personally liable for:

- (a) any debt, liability or other obligation which the Deed Administrators themselves or any of their partners, employees, directors, officers, contractors, advisers, authorised agents or delegates may incur on behalf of a Deed Company; or
- (b) any loss or damage caused by any act, default or omission by or on behalf of the Deed Administrators or any of their partners, employees, directors, officers, contractors, advisers, authorised agents or delegates except where such loss, damage, claim, liability or expense is caused by fraud, unlawful conduct, wilful misconduct or is contrary to the terms of the Deed; or
- (c) any debt payable or liabilities incurred by a Deed Company after Completion including any amounts payable by the Deed Administrators for services rendered, goods bought or property hired, leased, used or occupied by or on behalf of a Deed Company.

## 13 Reporting

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Except as required by law, the Deed Administrators are not required to report to Creditors. However, the Deed Administrators may, in their absolute discretion, report to Creditors during the Deed Period at such times as the Deed Administrators consider appropriate and on matters which the Deed Administrators consider ought to be brought to the attention of the Creditors.

## 14 Committee of Inspection

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- (a) The Committee of Inspection, which was formed for the purposes of the administration of the Deed Companies will continue to operate for the purposes contemplated by this Deed and to assist the Deed Administrators in respect of each of the Deed Companies, with such modifications as necessary. For the avoidance of doubt, if this Deed terminates in respect of any Deed Company, the Committee of Inspection shall continue to operate in respect of the remaining Deed Companies.
- (b) The members of the Committee of Inspection are permitted to continue dealing with the Deed Companies on a business as usual basis during the Deed Period.
- (c) The Committee of Inspection may approve the remuneration of the Deed Administrators (and the Administrators) in accordance with Division 60 of the IPS.

## 15 Administrators' and Deed Administrators' remuneration and indemnity

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### 15.1 Remuneration

- (a) The Administrators and the Deed Administrators are entitled to:
  - (1) payment of Costs; and
  - (2) receive in accordance with Division 60 of the IPS their Remuneration on the basis of the time spent by the Administrators and Deed Administrators (as the case may be) themselves or any of their partners, employees, directors, officers, contractors, advisers, authorised agents or delegates in the performance of services in connection with or in relation to the administration of the Deed Companies under Part 5.3A of the Corporations Act and this Deed and such time will be charged at the Administrators' and Deed Administrators' standard rates, from time to time, for work of that nature by the firm of which the Administrators and Deed Administrators are partners or employees.
- (b) The Deed Administrators acknowledge that their Remuneration and Costs will only be paid by the Deed Companies to the extent of the Excluded Cash held by the Deed Administrators or otherwise from the Trust Fund.
- (c) The Administrators and the Deed Administrators' Remuneration and Costs referred to in this clause 15 and all other costs shall be reimbursed and/or paid out of the Trust Fund. The Administrators' and the Deed Administrators (whether or not they are still acting in either capacity) can request the Trustees to draw such amounts from the Trust Fund from time to time.

### 15.2 Indemnity

The Deed Administrators and Administrators (whether or not they are still acting in either capacity) are entitled to be indemnified by the Deed Companies until Completion, and after Completion from the Trust Fund in respect of:

- (a) all debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments whatsoever arising out of or in any way connected to the administration of the Deed Companies or their role as Administrators and incurred or sustained in good faith and without negligence;
- (b) any amount which the Administrators are, or but for the transactions contemplated by this Deed would be, entitled to be indemnified out of the assets of the Deed Companies for, in accordance with the Corporations Act, at law or in equity, including any amounts payable pursuant to section 443A, section 443B or section 443BA of the Corporations Act;
- (c) any debts, liabilities, damages, losses and remuneration to which the statutory indemnity under section 443D of the Corporations Act applies;
- (d) any amount for which the Administrators and Deed Administrators are entitled to exercise a lien at law or in equity on the property of the Deed Companies;
- (e) the Administrators' and Deed Administrators' Remuneration and Costs; and
- (f) all debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments arising out of or in the course of the Deed and incurred or sustained in good faith and without negligence.



### **15.3 Continuing Indemnity**

The indemnity in the Deed is a continuing indemnity and will endure for the benefit of the Legal Personal Representatives despite the removal of the Deed Administrators and the appointment of new Deed Administrators or the termination of the Deed for any reason whatsoever.

### **15.4 Indemnity not to be affected or prejudiced**

The indemnity under clauses 15.2 and 15.3 will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators or Deed Administrators and extends to cover any actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrators or Deed Administrators or defect in the approval or execution of the Deed or otherwise; or
- (b) affect or prejudice all or any rights that the Administrators or Deed Administrators may have against the Deed Companies or any other person to be indemnified against the Costs, and liabilities incurred by the Administrators or Deed Administrators in the performance of, or incidental to, any of the powers or authorities conferred on the Administrators or Deed Administrators by this Deed or otherwise.

### **15.5 Administrators' and Deed Administrators' lien**

Until Completion, the Deed Administrators and Administrators (whether or not they are still acting in either capacity) are entitled to exercise a lien over the Deed Companies' assets for all amounts in respect of which they are entitled to an indemnity from the Deed Companies under clause 15.2.

### **15.6 Priority**

The Administrators' and Deed Administrators' right of indemnity under clause 15.2 and their lien under clause 15.5 have priority over the claims of all Creditors.

## **16 Creditors' Meetings**

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The Deed Administrators may convene a meeting or meetings of Creditors at any time, and except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, Division 75 of Part 3 of the IPR applies, with such modifications as are necessary, to meetings of Creditors held under this Deed as if references to the 'external administrator' or chairperson, as the case may be, were references to the Deed Administrators.

## **17 Application to Court**

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- (a) If any unforeseen circumstances arise that are not contemplated by the Deed, the Deed Administrators may, in their absolute discretion, if they think fit, apply to the Court for directions.



- (b) No person bound by the Deed (other than the Deed Administrators or the Deed Proponent) may make any application to the Court in relation to any matter arising under the Deed unless at least 5 Business Days' prior notice in writing has been given to the Deed Administrators. The notice must give particulars of the proposed application.

## 18 Termination of the Deed

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### 18.1 Termination on effectuation of Deed

The Deed will terminate immediately after Completion.

### 18.2 Termination on failure of Deed

This Deed automatically terminates in respect of the Deed Companies upon the happening of any one of the following events:

- (a) the Court makes an order terminating this Deed under section 445D of the Corporations Act; or
- (b) the creditors of the Deed Companies pass a resolution terminating this Deed in accordance with sections 445C(b) and 445CA of the Corporations Act.

### 18.3 Notice of Effectuation of Deed

Upon termination in accordance with the provisions of clause 18.1, the Deed Administrators or one of them must immediately certify, in writing that the terms of this Deed have been fulfilled and, as soon as practicable, must lodge with ASIC a notice substantially in the following form in respect of the Deed Companies:

'We, [***name of administrators***] of [***address***] as administrators of the deed of company arrangement executed on [date], CERTIFY that the deed has been wholly effectuated in respect to [***name of Deed Company***].'

and the execution of the notice terminates this Deed and, subject to clauses 6.6 and 8, all Claims of Creditors of the Deed Companies will be extinguished, discharged and released if not extinguished or released earlier under the Deed.

### 18.4 Effect of Termination

In accordance with section 445H of the Corporations Act, the termination or avoidance, in whole or in part, of this Deed does not affect the previous operation of this Deed.

### 18.5 Severance

If any part of this Deed is or becomes illegal, ineffective, invalid or unenforceable, that part will be severed from this Deed and that severance will not affect the effectiveness, validity or enforceability of the remaining part of this Deed.

### 18.6 Consequences of Termination of the Deed for non-performance

Upon termination of the Deed under clause 18.2:

- (a) the Deed Companies will be taken to have passed special resolutions under section 491 of the Corporations Act that each of the Deed Companies



(respectively) be voluntarily wound up and that the Deed Administrators be the Deed Companies' liquidators; and

(b) the Deed Companies will be wound up.

## **18.7 Survival of clauses**

Despite any other provision of this Deed, clauses 1, 6, 7, 8, 9, 15, 18, 19, 20 and 21 survive the termination of this Deed.

## **19 General**

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### **19.1 Variation**

Subject to the provisions of the Corporations Act, a variation of any term of this Deed must be in writing and signed by all parties to this Deed.

### **19.2 Assignment**

Rights arising out of or under this Deed are not assignable by a party, except if the assignor is required to make the assignment pursuant to clause 11.6 or makes the assignment with the prior written consent of the other parties.

### **19.3 Further Assurances**

Each party and each person bound by this Deed must, at its own expense, do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it.

### **19.4 Governing Law and Jurisdiction**

This Deed is governed by the law in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the Court of New South Wales and any Court which may hear appeals from those Courts.

### **19.5 Waiver**

No party to this Deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 19.5 are set out below.

<b>Term</b>	<b>Meaning</b>
<b>conduct</b>	includes delay in the exercise of a right.
<b>right</b>	any right arising under or in connection with this Deed and includes the right to rely on this clause.
<b>waiver</b>	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

### **19.6 Counterparts**

(a) This Deed may be executed in any number of counterparts.

- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart.
- (d) Counterparts may be exchanged by email or other electronic means.

## **19.7 Creditor's Power of Attorney**

Each Creditor irrevocably appoints each of the Deed Administrators jointly and severally as its attorney to execute any document to give effect to the releases in clause 6.

## **19.8 Joint Parties**

If two or more parties are included within the same defined term in this Deed:

- (a) liability of those parties under this Deed is a joint liability of all of them and a several liability of each of them;
- (b) a right given to those parties under this deed is a right given severally to each of them; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

## **19.9 Costs**

Each party must pay its own costs of negotiating, preparing and executing this Deed.

## **19.10 Stamp duty**

The Deed Proponent must pay all stamp duties and any related interest, fines and penalties in respect of this Deed, and must indemnify each other party against any liability arising from failure to comply with this clause 19.10.

# **20 GST**

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## **20.1 Interpretation**

The parties agree that:

- (a) except where the context suggests otherwise, terms used in this clause 20 have the meanings given to those terms by the GST Act (as amended from time to time);
- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 20;
- (c) unless otherwise expressly stated, all consideration to be provided under any other provision of this Deed is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 20;
- (d) a reference to the GST payable by an entity or the input tax credit entitlements of an entity will include a reference to the GST payable or input tax credit entitlements of the representative member of any GST group to which that entity may belong;

- (e) a reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts; and
- (f) if any value added tax, goods and services tax or other similar tax is payable pursuant to a law of another jurisdiction on any supply made under or in connection with this Deed, then the provisions of this clause 20 apply as if references to a word or expression defined in the GST Act were to the corresponding concepts in the law of that other jurisdiction.

## 20.2 Reimbursements and similar payments

Any reimbursement or similar payment required to be made under this Deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates plus an amount calculated in accordance with clause 20.3 where applicable.

## 20.3 GST payable

- (a) If GST is payable in relation to a supply made under or in connection with this Deed then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the GST-exclusive consideration for that supply multiplied by the rate of GST prevailing at the time the supply is made.
- (b) The Recipient must make payment of the additional amount in respect of GST at the same time as the other consideration is to be first provided for that supply, or if any of the consideration has been already paid or provided, within 5 Business Days of receiving a written demand from the Supplier.

## 20.4 Tax invoice/Adjustment notes

The right of the Supplier to recover any amount in respect of GST under this Deed on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the Recipient, except where the Recipient is required to issue the tax invoice or adjustment note.

## 20.5 Variation to GST payable

If the GST payable in relation to a supply made under or in connection with this Deed varies from the additional amount paid by the Recipient under clause 20.3 then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 20.3.

# 21 Notices

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## 21.1 Notice to be in writing

Any notice or document required to be given to or served upon any of the parties pursuant to or in connection with the Deed must be in writing.

## 21.2 Signing of Notice

Any notice or document may be given or signed on behalf of the party giving or serving the same by a director, secretary or other duly authorised person thereof.

## 21.3 How notice must be given and when notice is received

- (a) Any notice or document must be given by one of the methods set out in the table below.
- (b) A notice or document is regarded as given and received at the time set out in the table below.

However, if this means the notice or document would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the notice or document will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post	When it would have been delivered in the ordinary course of post
By email to the nominated email address (set out in the details for each party to this Deed)	When the email (including any attachment) has been sent to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee)

## 21.4 Notice must not be given by electronic communication

A notice or document must not be given by electronic means of communication (other than email in accordance with clause 21.3).



## Schedule 1

### Deed Companies

	<b>Name</b>	<b>ACN</b>
1.	Virgin Australia Holdings Limited (Administrators Appointed)	100 686 226
2.	Virgin Australia Airlines Holdings Pty Ltd (Administrators Appointed)	093 924 675
3.	VAH Newco No.1 Pty Ltd (Administrators Appointed)	160 881 345
4.	Tiger Airways Australia Pty Limited (Administrators Appointed)	124 369 008
5.	Virgin Australia Airlines Pty Ltd (Administrators Appointed)	090 670 965
6.	Virgin Tech Pty Ltd (Administrators Appointed)	101 808 879
7.	A.C.N. 098 904 262 Pty Ltd (Administrators Appointed)	098 904 262
8.	Virgin Australia Regional Airlines Pty Ltd (Administrators Appointed)	008 997 662
9.	Virgin Australia Holidays Pty Ltd (Administrators Appointed)	118 552 159
10.	VB Ventures Pty Ltd (Administrators Appointed)	125 139 004
11.	Virgin Australia Cargo Pty Ltd (Administrators Appointed)	600 667 838
12.	VB Leaseco Pty Ltd (Administrators Appointed)	134 268 741
13.	VB Investco Pty Ltd (Administrators Appointed) (In Liquidation)	101 961 095
14.	VAH Newco No.2 Pty Ltd (Administrators Appointed) (In Liquidation)	160 881 354



15.	Virgin Australia International Operations Pty Ltd (Administrators Appointed)	155 859 608
16.	VBNC5 Pty Ltd (Administrators Appointed)	119 691 502
17.	Short Haul 2017 No. 1 Pty Ltd (Administrators Appointed)	617 644 390
18.	VB PDP 2010-11 Pty Ltd (Administrators Appointed)	140 818 266
19.	VB LH 2008 No. 1 Pty Ltd (Administrators Appointed)	134 280 354
20.	VB LH 2008 No. 2 Pty Ltd (Administrators Appointed)	134 288 805
21.	737 2012 No.1 Pty. Ltd. (Administrators Appointed)	154 201 859
22.	737 2012 No. 2 Pty Ltd (Administrators Appointed)	154 225 064
23.	VA Regional Leaseco Pty Ltd (Administrators Appointed)	127 491 605
24.	VA Hold Co Pty Ltd (Administrators Appointed)	165 507 157
25.	Virgin Australia 2013-1 Issuer Co Pty Ltd (Administrators Appointed)	165 507 326
26.	VA Lease Co Pty Ltd (Administrators Appointed)	165 507 291
27.	Short Haul 2016 No. 1 Pty Ltd (Administrators Appointed)	612 766 328
28.	Short Haul 2016 No. 2 Pty Ltd (Administrators Appointed)	612 796 077

## Schedule 2

### Contingent Value Entitlement Deed Poll

---

Attached.





HERBERT  
SMITH  
FREEHILLS

Deed poll

Project Hart

## Contingent Value Entitlement deed poll

---

[BC Hart Aggregator, L.P.]



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### Schedule 1

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## Deed poll

---

Date ►

Made by:

---

Purchaser **[BC Hart Aggregator, L.P.]**  
of PO Box 309, Ugland House Grand Cayman, KY1-1104, Cayman  
Islands  
**(Purchaser)**

---

in favour and for the  
benefit of

---

Trustees **Vaughan Strawbridge, Salvatore Algeri, John Grieg and Richard  
Hughes** of c/- Deloitte, Level 9, 225 George Street, Sydney NSW  
2000, in their capacities as joint and several trustees of the Creditors'  
Trust

---

Recitals

- 1 On or about the date of this deed poll, the Purchaser has, or will,  
acquire all of the issued share capital in VAH pursuant to the  
Primary DOCA.
- 2 In connection with the Primary DOCA, and as part of the  
consideration for the acquisition of VAH and its business, the  
Purchaser has agreed to enter into this deed poll in favour of the  
Trustees to be held on trust as part of the assets of the Creditors'  
Trust.

---

This deed poll witnesses as follows:

---

# 1 Definitions, interpretation and deed poll components

---

## 1.1 Definitions

The meanings of the terms used in this deed poll are set out below.

Term	Meaning
<b>Affiliate</b>	in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.
<b>Australian Accounting Standards</b>	the accounting standards approved under the Corporations Act, being the Australian Accounting Standards and any authoritative interpretations issued by the Australian Accounting Standards Board.
<b>Available Operating Cash</b>	<p>in respect of any period for the Group, consolidated earned revenue for the Group for that period, minus the sum of the following for that period (and without double counting):</p> <ol style="list-style-type: none"> <li>1 Taxes paid or payable in cash by the Group during that period;</li> <li>2 the amount of the increase in Working Capital during that period or plus the amount of the decrease in Working Capital during that period;</li> <li>3 capital expenditure paid or payable during that period;</li> <li>4 interest expense and anything in the nature of interest expense (including commissions, discounts and other fees and charges of a recurring nature, and net payments, if any, made in respect of interest rate hedging arrangements) paid or payable in cash during that period;</li> <li>5 operating costs and any other expenses paid or payable during that period (including rental payments on aircraft operating leases and other leases);</li> <li>6 the principal component of any payments under any finance or capital leases during that period;</li> <li>7 any voluntary prepayment or mandatory prepayment of financial indebtedness made by a member of the Group during that period;</li> <li>8 the amount of any transaction costs relating to the Transaction paid during that period;</li> <li>9 realised cash losses on hedging arrangements plus any realised cash gains on hedging arrangements; and</li> <li>10 the amount to be deposited or paid on account of Restricted</li> </ol>

Term	Meaning
	Cash during the relevant period plus any amount of Restricted Cash that is released and becomes Unrestricted Cash during the relevant period.
<b>Business Day</b>	a day on which banks are open for business in Sydney, Brisbane and New York, excluding a Saturday, Sunday or public holiday in that city.
<b>Completion</b>	has the meaning given to that term in the Primary DOCA.
<b>Contingent Value Entitlement</b>	has the meaning given to that term in clause 2.1(a).
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Creditors' Trust</b>	the trust established pursuant to the Creditors' Trust Deed.
<b>Creditors' Trust Deed</b>	the trust deed dated on or about [x] between the Trustees and the Purchaser.
<b>CVE Determination Date</b>	in relation to a Contingent Value Entitlement for a Relevant Financial Year, the date that is 5 Business Days after the audited consolidated accounts for the Group for that Relevant Financial Year are finalised.
<b>CVE Payment Date</b>	31 December and 30 June in each Financial Year, commencing with 31 December 2022.
<b>EBITDAR</b>	<p>for any period in relation to the Group, consolidated net profit of the Group for that period adjusted as follows (and without double counting):</p> <ul style="list-style-type: none"> <li>• after adding back (to the extent deducted) any corporate Tax expense or other Taxes paid or payable during that period on income or gains;</li> <li>• after adding back (to the extent deducted) interest expense and anything in the nature of interest expense (including net payments, if any, made in respect of interest rate hedging arrangements) paid or payable in cash during that period;</li> <li>• after adding back (to the extent deducted) any depreciation of fixed assets (including leasehold property), any amortisation and/or impairment of goodwill, intangible assets, up-front lease</li> </ul>

Term	Meaning
	<p>payments and debt issuance costs;</p> <ul style="list-style-type: none"> <li>• after adding back (to the extent deducted) any loss against book value incurred by a member of the Group on the disposal of any asset (not being disposals made in the ordinary course of trading) during that period;</li> <li>• after adding back (to the extent deducted) any extraordinary, non-recurring or one-off losses during that period;</li> <li>• after adding back (to the extent deducted) any rental payments paid or payable during that period in respect of any leases of aircraft operated by a member of the Group or leases of aircraft engines, or other leasehold property;</li> <li>• after adding back (to the extent deducted) Restructuring Costs incurred during that period;</li> <li>• after deducting (to the extent included) any gain over book value arising in favour of a member of the Group on the disposal of any asset (not being disposals made in the ordinary course of trading) during that period and any reversal of impairment losses previously taken on the revaluation of any asset during that period;</li> <li>• after deducting (to the extent included) any extraordinary, non-recurring or one-off gains during that period; and</li> <li>• after removing (to the extent included) the impact of unrealised gains and losses on hedging arrangements.</li> </ul>
<b>Encumbrance</b>	a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.
<b>Financial Year</b>	a financial year of the Group ending 30 June of the relevant year.
<b>Government Agency</b>	any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
<b>Group</b>	VAH, each of its Subsidiaries, and each other entity in which it or its Subsidiaries holds an interest, in each case, from time to time on and from Completion.
<b>GST</b>	the goods and services tax levied under the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).

Term	Meaning
<b>Holding Company</b>	In relation to a person, any other person in respect of which it is a Subsidiary.
<b>Primary DOCA</b>	the deed of company arrangement dated [x] between, amongst others, VAH, Vaughan Strawbridge, Salvatore Algeri, John Grieg and Richard Hughes as joint and several deed administrators and the Purchaser.
<b>Related Fund</b>	in relation to a fund (the <b>first fund</b> ), a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.
<b>Relevant Financial Year</b>	the Financial Years ending 30 June 2022 and 30 June 2023.
<b>Restricted Cash</b>	the aggregate amount of cash of the Group that is subject to an Encumbrance in favour of a person that is not another Group member and which entitles the holder of that Encumbrance to restrict or prohibit the use of that cash (including, without limitation, any cash collateral provided by a member of the Group in support of its obligations under merchant acquirer facilities or letter of credit facilities).
<b>Restructuring Costs</b>	in respect of any period, non-recurring costs and expenses incurred by the Group during that period in relation to redundancy, closure, lease break costs and asset write downs.
<b>Security Interest</b>	any mortgage, chattel mortgage, pledge, charge, agreement, encumbrance, lien, right of set-off (arising otherwise than by operation of law or as a result of a banker's right to combine accounts) and assignment which provides for and secures the payment of any debt or monetary liability or the performance of any obligation any 'security interest' as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
<b>Subsidiary</b>	has the meaning given in the Corporations Act, but as if body corporate includes any entity.
<b>Tax</b>	any tax (including the GST), levy, charge, impost, duty, fee, deduction, compulsory loan or withholding or any income, stamp or transaction duty, tax or charge, which is assessed, levied, imposed

Term	Meaning
	or collected by any Government Agency and includes any interest, fine, penalty, charge, fee or other amount imposed on or in respect of the foregoing.
<b>Transaction</b>	the transaction contemplated by, and effected pursuant to, the Primary DOCA and each other deed of company arrangement expressed to be conditional on effectuation of the Primary DOCA.
<b>VAH</b>	Virgin Australia Holdings Limited (Subject to Deed of Company Arrangement) ACN 100 686 226.
<b>Working Capital</b>	<p>1 the sum of (without double counting):</p> <ul style="list-style-type: none"> <li>– debtors less provision for doubtful debts;</li> <li>– sundry debtors;</li> <li>– prepayments;</li> <li>– other current assets; and</li> <li>– inventory less inventory reserve;</li> </ul> <p>minus</p> <p>2 the sum of (without double counting)</p> <ul style="list-style-type: none"> <li>– accounts payable (other than amounts payable in respect of financial indebtedness and tax);</li> <li>– accrued compensation;</li> <li>– other accrued liabilities; and</li> <li>– accrued provisions,</li> </ul> <p>all as determined in a manner consistent with the audited consolidated accounts for the Relevant Financial Year.</p>

## 1.2 Interpretation

In this deed poll:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this deed poll.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this deed poll have a corresponding meaning.





- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.
- (f) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this deed poll.
- (g) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (h) A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.
- (i) A reference to a party to a document includes that party's successors and permitted assignees.
- (j) A reference to an agreement other than this deed poll includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.
- (k) A reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.
- (l) No provision of this deed poll will be construed adversely to a party because that party was responsible for the preparation of this deed poll or that provision.
- (m) A reference to a body, other than a party to this deed poll (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- (n) EBITDAR and other applicable accounting concepts in this document will be determined in accordance with Australian Accounting Standards, but excluding the application of AASB16.

### **1.3 Interpretation of inclusive expressions**

Specifying anything in this deed poll after the words 'include' or 'for example' or similar expressions does not limit what else is included.

### **1.4 Business Day**

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

### **1.5 Deed poll components**

This deed poll includes any schedule.

## 2 Contingent Value Entitlement

### 2.1 Calculation of Contingent Value Entitlement

- (a) If EBITDAR for a Relevant Financial Year is greater than or equal to the EBITDAR target specified in the table below for that Relevant Financial Year, an amount as specified in the table below corresponding to that Relevant Financial Year (a **Contingent Value Entitlement**) will accrue and become payable by the Purchaser to the Trustees in accordance with clause 2.2.

Relevant Financial Year	EBITDAR target	Contingent Value Entitlement (A\$)
FY22	A\$1,000,000,000	A\$62,500,000
FY23	A\$1,200,000,000	A\$62,500,000

- (b) The Purchaser will determine whether a Contingent Value Entitlement is payable for a Relevant Financial Year on the relevant CVE Determination Date by reference to the audited consolidated accounts for the Group for that Relevant Financial Year.
- (c) The Purchaser must notify the Trustees within 2 Business Days of making a determination under clause 2.1(b) as to whether a Contingent Value Entitlement is payable for a Relevant Financial Year.

### 2.2 Payment of Contingent Value Entitlement

- (a) If a Contingent Value Entitlement is payable for a Relevant Financial Year, on the date that is 45 Business Days after each CVE Payment Date occurring after the relevant CVE Determination Date until the relevant Contingent Value Entitlement is paid in full, the Purchaser must pay, or procure the payment, to the Trustees an amount equal to the lesser of:
- (1) Available Operating Cash for the 6 month period ending on the CVE Payment Date; and
  - (2) the amount of the Contingent Value Entitlement less the aggregate amount that has been paid prior to that date to the Trustees pursuant to this clause 2.2(a) in respect of that Contingent Value Entitlement.
- (b) To avoid doubt:
- (1) the Purchaser's obligation to pay, or procure the payment, of the Contingent Value Entitlement is limited to Available Operating Cash; and
  - (2) the aggregate Contingent Value Entitlement payable by the Purchaser under this deed poll will not exceed A\$125,000,000.

## 3 Payments

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- (a) All payments by or on behalf of the Purchaser under this deed poll must be made in immediately available and freely transferable funds and in Australian dollars to the account of the Trustees as notified by the Trustees to the Purchaser in writing from time to time.
- (b) All payments which the Purchaser is required to make or procure under this deed poll must be made without any set-off, counterclaim or condition, or any deduction or withholding for any Tax or any other reason unless it is required to make a deduction or withholding by applicable law.

## 4 Notices

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### 4.1 Form of Notice

A notice or other communication to a party under this deed poll (**Notice**) must be:

- (a) in writing and in English and signed by or on behalf of the sending party; and
- (b) addressed to that party in accordance with the details nominated in Schedule 1 (or any alternative details nominated to the sending party by Notice).

### 4.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By fax to the nominated fax number	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety.  However, if the recipient party informs the sending party within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this 4 hour period, only time within a business hours period is

to be included.

By email to the nominated email address

When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

### 4.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than fax and email as permitted in clause 4.2).

## 5 General

### 5.1 Governing law and jurisdiction

This deed poll is governed by the law in force in New South Wales.

### 5.2 Invalidity and enforceability

- (a) If any provision of this deed poll is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 5.2(a) does not apply where enforcement of the provision of this deed poll in accordance with clause 5.2(a) would materially affect the nature or effect of the Purchaser's obligations under this deed poll.

### 5.3 Waiver

The Purchaser may not rely on the words or conduct of the Trustees as a waiver of any right unless the waiver is in writing and signed by the Trustees.

The meanings of the terms used in this clause 5.3 are set out below.

Term	Meaning
<b>conduct</b>	includes delay in the exercise of a right.
<b>right</b>	any right arising under or in connection with this deed poll and includes the right to rely on this clause.
<b>waiver</b>	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.



## **5.4 Variation**

A variation of any term of this deed poll must be in writing and signed by the Purchaser and the Trustees.

## **5.5 Assignment and transfer**

- (a) Rights arising out of or under this deed poll are not assignable by the Trustees without the prior written consent of the Purchaser.
- (b) The Purchaser may assign any of its rights, or transfer any of its rights and/or obligations, under this deed poll to:
  - (1) an Affiliate or Related Fund of the Purchaser without the prior written consent of the Trustees; or
  - (2) with the prior written consent of the Trustees.

## **5.6 Entire agreement**

This deed poll states all the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.



## Schedules

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## Schedule 1

### Notice details

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<b>Purchaser</b>	<b>BC Hart Aggregator, L.P.</b>
Address	PO Box 309, Ugland House Grand Cayman, KY1-1104, Cayman Islands  c/o Bain Capital Private Equity (Australia) Pty Ltd, Level 19, Deutsche Bank Place, 126 Phillip Street, Sydney NSW 2000
Attention	Barnaby Lyons and Scott Garfield
Phone	
Fax	
Email	<a href="mailto:blyons@baincapital.com">blyons@baincapital.com</a> <a href="mailto:sgarfield@baincapital.com">sgarfield@baincapital.com</a>

---

	<b>Vaughan Strawbridge, Salvatore Algeri, Richard Hughes and John Grieg</b>
Address	c/o Deloitte, Level 9, 255 George Street, Sydney NSW 2000
Attention	Vaughan Strawbridge, Salvatore Algeri, Richard Hughes and John Grieg
Phone	
Fax	
Email	<a href="mailto:vstrawbridge@deloitte.com.au">vstrawbridge@deloitte.com.au</a> <a href="mailto:saalgeri@deloitte.com.au">saalgeri@deloitte.com.au</a> <a href="mailto:richughes@deloitte.com.au">richughes@deloitte.com.au</a> <a href="mailto:jgrieg@deloitte.com.au">jgrieg@deloitte.com.au</a>

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## Signing page

Executed as a deed

---

Signed sealed and delivered by  
**BC Hart Aggregator, L.P.** in the  
presence of



*sign here* ► \_\_\_\_\_  
Authorised signatory

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_



## Schedule 3

### Intra-Group Claims

#### (a) Rutherford documents

Unless an IG DOCA Event occurs, Claims in respect of the following contracts will be Excluded Claims:

1. Service agreement between VAA, VAIA, VAIH, VAA (SE Asia) and Virgin Australia Airlines (NZ) Ltd dated 28 March 2012 (as amended from time to time, most recently amended on 15 March 2019).
2. Loan agreement between VAA and VAIH dated 28 March 2012.
3. Promissory note signed and issued by VAH to VAIH dated 28 March 2012

#### (b) Barracuda documents

Claims in respect of the following contracts will be Excluded Claims:

1. Deed of undertaking between VAA, VAH and Velocity Frequent Flyer Pty Ltd ACN 601 408 824 (**VFF**) dated 27 August 2014.
2. Deed of assignment and undertaking between VAA and VAH dated 27 August 2014.
3. Investment management mandate letter between VAA and Velocity Rewards Pty Ltd ACN 116 089 488 as trustee for the Loyalty Trust (**VRPL**) dated 21 August 2018.
4. VFF services agreement between VFF and VAA dated 27 August 2014 (as amended from time to time, most recently amended on 8 October 2014).
5. Loyalty program access and administration agreement between VAA and VFF dated 27 August 2014 (as amended from time to time, most recently amended on 8 October 2014).
6. VAA tier management agreement between VAA and VFF dated 27 August 2014 (as amended from time to time, most recently amended on 8 October 2014).
7. IP assignment and licence deed between VAA, VB Ventures and VFF dated 27 August 2014 (as amended from time to time, most recently amended on 8 October 2014).
8. IP licence deed between VAA, VRPL and VFF dated 27 August 2014 (as amended from time to time, most recently amended on 8 October 2014).
9. Co-marketing agreement between VAA and VFF dated 27 August 2014 (as amended from time to time, most recently amended on 8 October 2014).
10. Co-marketing agreement between VAA and VRPL dated 27 August 2014 (as amended from time to time, most recently amended on 8 October 2014).
11. Consent letter between VAA, VAH, VFF and VRPL dated 19 November 2015.

## Schedule 4

### Creditors' Trust Deed

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Attached.



HERBERT  
SMITH  
FREEHILLS

Deed

## Project Volar creditors' trust deed

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Vaughan Strawbridge, Salvatore Algeri, John Greig  
and Richard Hughes in their capacity as joint and  
several deed administrators of the Deed Companies

Vaughan Strawbridge, Salvatore Algeri, John Greig  
and Richard Hughes in their capacity as trustees

Each company listed in Parts 1, 2 and 3 of Schedule  
1

BC Hart Aggregator, L.P. as Deed Proponent



## Project Volar Creditors' Trust Deed

---

Date ►

Between the parties

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**Deed Administrators**     **Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes**, each in their capacity as joint and several deed administrators of the Deed Companies, of c/- Deloitte, Level 9, 225 George Street, Sydney NSW 2000

Email: vstrawbridge@deloitte.com.au, saalgeri@deloitte.com.au, richughes@deloitte.com.au, jgreig@deloitte.com.au

Attention: Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes

**Trustees**     **Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes**, each in their capacity as joint and several trustees of the Trust, of c/- Deloitte, Level 9, 225 George Street, Sydney NSW 2000

Email: vstrawbridge@deloitte.com.au, saalgeri@deloitte.com.au, richughes@deloitte.com.au, jgreig@deloitte.com.au

Attention: Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes

**Deed Companies**     **Each company listed in Parts 1, 2 and 3 of Schedule 1**, of c/- Deloitte, Level 9, 225 George Street, Sydney NSW 2000

Email: vstrawbridge@deloitte.com.au, saalgeri@deloitte.com.au, richughes@deloitte.com.au, jgreig@deloitte.com.au

Attention: Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes

**Deed Proponent**     **BC Hart Aggregator, L.P.**, of PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

Email: blyons@baincapital.com, sgarfield@baincapital.com

Attention: Barnaby Lyons and Scott Garfield

---



## Recitals

- 1 On the Appointment Date, Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes were appointed as administrators of the Deed Companies pursuant to Part 5.3A of the Corporations Act.
- 2 At a meeting held on 4 September 2020 and convened pursuant to section 439A of the Corporations Act, the Creditors of the Deed Companies resolved that the Deed Companies execute deeds of company arrangement proposed under section 444B(2)(b) of the Corporations Act.
- 3 On 25 September 2020, the Deed Administrators and the Deed Companies executed the DOCAs pursuant to section 444B(2)(b) of the Corporations Act.
- 4 The Fund Amount will be transferred to the Trustees to settle the Trust in accordance with the DOCAs.
- 5 The Deed Companies and the Trustees enter into this Deed as contemplated by the DOCAs in order to facilitate a distribution by the Trustees to the Trust Creditors in their capacity as beneficiaries of the Trust Fund.

## Governing law

New South Wales

---

This deed witnesses as follows:

---

# 1 Definitions and interpretation

---

## 1.1 Definitions

The meanings of the terms used in this Deed are set out below.

Term	Meaning
<b>Administrators</b>	jointly and severally, Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes in their capacity as administrators of the Deed Companies and any successor to that office appointed pursuant to the Corporations Act.
<b>Admitted Claim</b>	the Claim of any Trust Creditor admitted by the Trustees after adjudication in accordance with clause 7 of this Deed.
<b>Administration Debt</b>	<p>any:</p> <ol style="list-style-type: none"> <li>1 debt referred to in section 443A(1) of the Corporations Act which was incurred by the Administrators during the Administration Period in respect of a Deed Company;</li> <li>2 liability to the Commissioner of Taxation referred to in section 443BA(1); and</li> <li>3 other debts or liabilities referred to in section 443D(aa) of the Corporations Act,</li> </ol> <p>in respect of which the Administrators are entitled to be indemnified under section 443D of the Corporations Act.</p>
<b>Administration Period</b>	in respect of a Deed Company, the period of time commencing on the Appointment Date for that Deed Company and concluding on the Commencement Date.
<b>Appointment Date</b>	in respect of a Deed Company, the date on which the Administrators were appointed as joint and several administrators of the Deed Company, being the 'Appointment Date' in respect of a Deed Company as defined in a DOCA.
<b>ASIC</b>	the Australian Securities and Investment Commission.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday and on which banks are open for business generally in Brisbane, Sydney and New York.



Term	Meaning
<b>Claim</b>	in respect of a Deed Company, a 'Claim' as defined in the DOCA for that Deed Company.
<b>Commencement Date</b>	in respect of a Deed Company and a DOCA, the date on which the DOCA is executed by the Deed Administrators, the Deed Company and the Deed Proponent.
<b>Committee of Inspection</b>	the committee of inspection formed: <ol style="list-style-type: none"><li>1 in accordance with Divisions 75 and 80 of the IPS and Division 75 of the IPR, as amended by the Court Orders; and</li><li>2 by resolution of creditors dated 12 May 2020, as that committee is constituted from time to time.</li></ol>
<b>Contingent Value Entitlement</b>	has the meaning given in the Primary DOCA.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Court</b>	the Supreme Court of New South Wales or any court having jurisdiction to hear and determine matters under the Corporations Act and the Trustee Act.
<b>Court Orders</b>	the Orders made by Justice Middleton on 24 April 2020 in Federal Court of Australia proceeding no. NSD464/2020.
<b>Creditor</b>	a person with a Claim.
<b>Critical Supplier</b>	a Trust Creditor identified in Schedule 3.
<b>Critical Supplier Dividend Amount</b>	an amount set out in respect of a Pool C Creditor in Schedule 3.
<b>Cross-Over Claim</b>	any Admitted Claim against an IG DOCA Company that arises from a common underlying obligation or in connection with the same underlying transaction as an Admitted Claim against a Primary DOCA Company (for example, where an IG DOCA Company is a guarantor, indemnifier or co-obligor of an obligation or debt owing by a Primary DOCA Company).



Term	Meaning
<b>Deed</b>	this creditors' trust deed as amended from time to time.
<b>Deed Administrators' Costs</b>	includes costs, charges and expenses, including those incurred in connection with advisers, incurred in connection with the performance of the Deed Administrators' duties, obligations and responsibilities under the Corporations Act and any DOCA during the Administration Period and the Deed Period.
<b>Deed Period</b>	in respect of a Deed Company, the 'Deed Period' as defined in the DOCA for that Deed Company.
<b>Deed Proponent</b>	BC Hart Aggregator, L.P.
<b>Dividend</b>	any amount paid to a Trust Creditor in respect of that creditors' Admitted Claim.
<b>DOCA</b>	<ol style="list-style-type: none"><li>1 in respect of a Deed Company that is a Primary DOCA Company, the Primary DOCA;</li><li>2 in respect of a Deed Company that is an IG DOCA Company, the IG DOCA;</li><li>3 in respect of a Deed Company that is a Subsidiary DOCA Company, the Participating Subsidiary DOCA in respect of that Deed Company.</li></ol>
<b>Employee</b>	any person who was an employee of a Deed Company as at or prior to the Appointment Date in respect of that Deed Company and any person who made an advance of money to a Deed Company for which section 560 of the Corporations Act would apply if the Deed Company was taken to be in liquidation as at the Appointment Date in respect of that Deed Company.
<b>Excluded Cash</b>	has the meaning given in the Primary DOCA.
<b>Excluded Superannuation Debt</b>	in respect of a Deed Company, an 'Excluded Superannuation Debt' as defined in the DOCA for that Deed Company.
<b>Final Dividend</b>	the last Dividend payment to be made by the Trustees to any Trust Creditor under this Deed.
<b>Fund Amount</b>	<ol style="list-style-type: none"><li>1 if Primary DOCA Completion and IG DOCA Completion occur, the Pool A Fund Amount, the Pool B Fund Amount and the</li></ol>





Term	Meaning
	Pool C Fund Amount; 2 if Primary DOCA Completion occurs and IG DOCA Completion does not occur, the Pool A Fund Amount and the Pool C Fund Amount; 3 if Primary DOCA Completion does not occur and IG DOCA Completion occurs, the Pool D Fund Amount.
<b>GST</b>	has the meaning given to that term in the GST Act.
<b>GST Act</b>	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Historical Underpayments</b>	any historical underpayment of wages or superannuation.
<b>IG DOCA</b>	the deed of company arrangement in relation to the IG DOCA Companies proposed by the Deed Proponent and put to the Creditors of the IG DOCA Companies at the Second Meeting or, where the context requires, the deed of company arrangement in relation to the IG DOCA Companies executed on the Commencement Date between the Deed Proponent, the IG DOCA Companies and Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes in their capacity as joint and several administrators of the IG DOCA Companies.
<b>IG DOCA Companies</b>	the companies listed in Part 2 of Schedule 1.
<b>IG DOCA Completion</b>	completion of the IG DOCA in accordance with its terms.
<b>IG Group Foreign Currency Accounts</b>	the foreign currency accounts held by IG DOCA Companies described in Part 1 of Schedule 4.
<b>Implementation Date</b>	1 if Primary DOCA Completion occurs, the 'Implementation Date' as defined in the Primary DOCA; or 2 if Primary DOCA Completion does not occur and IG DOCA Completion occurs, the 'Implementation Date' as defined in the IG DOCA.
<b>IPR</b>	the <i>Insolvency Practice Rules (Corporations) 2016</i> (Cth).



Term	Meaning
<b>IPS</b>	the <i>Insolvency Practice Schedule (Corporations)</i> contained in Schedule 2 of the Corporations Act.
<b>Non-Participating Claim</b>	in respect of a Deed Company, a 'Non-Participating Claim' as defined in the DOCA for that Deed Company.
<b>Participating Subsidiary DOCA</b>	a Subsidiary DOCA in respect of which Subsidiary DOCA Completion occurs.
<b>Participating Subsidiary DOCA Company</b>	a Deed Company that is or was subject to a Participating Subsidiary DOCA.
<b>Pool A Creditors</b>	<ol style="list-style-type: none"><li>1 each Trust Creditor that is a Creditor of a Primary DOCA Company, other than a Pool C Creditor;</li><li>2 if IG DOCA Completion occurs, each Trust Creditor that is a Creditor of an IG DOCA Company; and</li><li>3 each Trust Creditor that is a Creditor of a Participating Subsidiary DOCA Company.</li></ol>
<b>Pool A Fund</b>	<p>the following assets, to be made available for distribution to Pool A Creditors if Primary DOCA Completion occurs:</p> <ol style="list-style-type: none"><li>1 the Pool A Fund Amount;</li><li>2 the Excluded Cash;</li><li>3 any amount received by the Trustees in respect of the Contingent Value Entitlement;</li><li>4 the cash balances of the VAA Foreign Currency Accounts;</li><li>5 if IG DOCA Completion occurs, the cash balances of the IG Group Foreign Currency Accounts;</li><li>6 if IG DOCA Completion does not occur, the Claims of the Primary DOCA Companies against the IG DOCA Companies;</li><li>7 the Pool C Surplus (if any); and</li><li>8 interest accruing from time to time on the Trust Fund.</li></ol>
<b>Pool A Fund Amount</b>	has the meaning given in the Primary DOCA.
<b>Pool B Creditors</b>	each Trust Creditor with a Cross-Over Claim, but only in respect of that Cross-Over Claim.



Term	Meaning
<b>Pool B Fund</b>	the Pool B Fund Amount, to be made available for distribution to Pool B Creditors if Primary DOCA Completion and IG DOCA Completion occur.
<b>Pool B Fund Amount</b>	has the meaning given in the Primary DOCA.
<b>Pool C Creditors</b>	<ol style="list-style-type: none"><li>1 each Critical Supplier listed in Part 1 of Schedule 3, provided that the Critical Supplier has entered into a binding agreement, with effect from Primary DOCA Completion, to waive all termination rights, review events and defaults under any contract between the Critical Supplier and a Primary DOCA Company and to release any Security Interest over aircraft or other assets of any Primary DOCA Company; and</li><li>2 each Critical Supplier listed in Part 2 of Schedule 3.</li></ol>
<b>Pool C Fund</b>	the Pool C Fund Amount, to be made available for distribution to Pool C Creditors if Primary DOCA Completion occurs.
<b>Pool C Fund Amount</b>	has the meaning given in the Primary DOCA.
<b>Pool C Surplus</b>	the sum of the Critical Supplier Dividend Amounts (if any) for each Critical Supplier listed in Part 1 of Schedule 3 in respect of which the condition in paragraph 1 of the definition of 'Pool C Creditors' is not satisfied.
<b>Pool D Creditors</b>	each Trust Creditor that is a Creditor of an IG DOCA Company.
<b>Pool D Fund</b>	<p>the following assets, to be made available for distribution to Pool D Creditors if IG DOCA Completion occurs and Primary DOCA Completion does not occur:</p> <ol style="list-style-type: none"><li>1 the Pool D Fund Amount;</li><li>2 the cash balances of the IG Group Foreign Currency Accounts; and</li><li>3 interest accruing from time to time on the Pool D Fund.</li></ol>
<b>Pool D Fund Amount</b>	has the meaning given in the IG DOCA.
<b>Primary DOCA</b>	the deed of company arrangement in relation to the Primary DOCA Companies proposed by the Deed Proponent and put to the Creditors of the Primary DOCA Companies at the Second Meeting or, where the context requires, the deed of company arrangement



Term	Meaning
	in relation to the Primary DOCA Companies executed on the Commencement Date between the Deed Proponent, the Primary DOCA Companies and Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes in their capacity as joint and several administrators of the Primary DOCA Companies.
<b>Primary DOCA Companies</b>	each company listed in Part 1 of Schedule 1.
<b>Primary DOCA Completion</b>	completion of the Primary DOCA in accordance with its terms.
<b>Priority Claim</b>	in respect of a Deed Company, a Claim of an Employee that would have been entitled to priority over the Claims of other unsecured creditors under section 556(1) of the Corporations Act if the Deed Company had been wound up and the winding up was taken to have commenced on the Appointment Date in respect of that Deed Company.
<b>Regulations</b>	the <i>Corporations Regulations 2001</i> (Cth).
<b>Second Meeting</b>	the meeting of creditors held on 4 September 2020 convened pursuant to section 439A of the Corporations Act and held concurrently in respect of each Primary DOCA Company, IG DOCA Company and Subsidiary DOCA Company.
<b>Security Interest</b>	any mortgage, chattel mortgage, pledge, charge, agreement, encumbrance, lien, right of set-off (arising otherwise than by operation of law or as a result of a banker's right to combine accounts) and assignment which provides for and secures the payment of any debt or monetary liability or the performance of any obligation and any 'security interest' as defined in sections 12(1) or (2) of the PPSA, each in respect of a Primary DOCA Company, IG DOCA Company or Subsidiary DOCA Company, as the context requires.
<b>Subsidiary DOCA</b>	in respect of a Subsidiary DOCA Company, the deed of company arrangement in relation to that Subsidiary DOCA Company proposed by the Deed Proponent and put to the Creditors of the Subsidiary DOCA Company at the Second Meeting or, where the context requires, the deed of company arrangement in relation to the Subsidiary DOCA Company executed on the Commencement Date between the Deed Proponent, the Subsidiary DOCA Company and Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes in their capacity as joint and several administrators of the Subsidiary DOCA Company.



Term	Meaning
<b>Subsidiary DOCA Companies</b>	each company listed in Part 3 of Schedule 1.
<b>Subsidiary DOCA Completion</b>	with respect to a Subsidiary DOCA, completion of that Subsidiary DOCA in accordance with its terms.
<b>Termination Date</b>	the date on which the Trust terminates in accordance with clause 16.
<b>Trust</b>	the trust established by this Deed.
<b>Trust Creditor</b>	<ol style="list-style-type: none"><li>1 if Primary DOCA Completion and IG DOCA Completion occur, a 'Trust Creditor' as defined in the Primary DOCA, IG DOCA and each Participating Subsidiary DOCA;</li><li>2 if Primary DOCA Completion occurs and IG DOCA Completion does not occur, a 'Trust Creditor' as defined in the Primary DOCA and each Participating Subsidiary DOCA;</li><li>3 if Primary DOCA Completion does not occur and IG DOCA Completion occurs, a 'Trust Creditor' as defined in the IG DOCA.</li></ol>
<b>Trust Creditor's Claim</b>	a Claim of a Trust Creditor.
<b>Trust Fund</b>	<ol style="list-style-type: none"><li>1 if Primary DOCA Completion and IG DOCA Completion occur, the Pool A Fund, the Pool B Fund and the Pool C Fund;</li><li>2 if Primary DOCA Completion occurs and IG DOCA Completion does not occur, the Pool A Fund and the Pool C Fund;</li><li>3 if Primary DOCA Completion does not occur and IG DOCA Completion occurs, the Pool D Fund.</li></ol>
<b>Trustee Act</b>	the <i>Trustee Act 1925</i> (NSW).
<b>Trustees</b>	jointly and severally, Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes, in their capacity as trustees of the Trust and any successor to that office appointed pursuant to the Trustee Act.
<b>Trustees' Costs</b>	the costs, charges and expenses, incurred by the Trustees in connection with the performance of their duties, obligations and responsibilities as trustees of the Trust, including those incurred in



Term	Meaning
	connection with advisers.
<b>Trustees' Remuneration</b>	the remuneration of the Trustees referred to in clause 10.1.
<b>VAA Foreign Currency Accounts</b>	the foreign currency accounts held by Primary DOCA Companies described in Part 2 of Schedule 4.
<b>VAH</b>	Virgin Australia Holdings Limited (subject to deed of company arrangement) ACN 100 686 226.

## 1.2 Interpretation

In the Deed, unless the subject or context otherwise requires:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- (f) a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this Deed;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document (including this Deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to Australian currency unless denominated otherwise;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Sydney;
- (k) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Deed;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Deed will be construed adversely to a party because that party was responsible for the preparation of this Deed or that provision;



- (n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (p) a reference to a body, other than a party to this Deed (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### **1.3 Inconsistency with Act or Regulations**

If there is any inconsistency between the provisions of this Deed and the Corporations Act, Regulations or the IPR, this Deed shall prevail to the extent permitted by law.

### **1.4 Other inconsistencies**

If there is any inconsistency between the provisions of this Deed and the constitution of a Deed Company or any other obligation binding on a Deed Company, the provisions of this Deed shall prevail to the extent of the inconsistency, and all persons bound by this Deed agree to sign all documents and do all things necessary to remove such inconsistency, the costs of which shall be borne by the Deed Companies.

### **1.5 Business Days**

Except where otherwise expressly provided, if the day on or by which any act, matter or thing is to be done as required by this Deed is a day other than a Business Day, such act, matter or thing shall be done on the immediately succeeding Business Day.

### **1.6 Deed components**

This Deed includes any Schedule.

## **2 Commencement of this Deed**

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The Trust will come into effect and the Deed Administrators will act as Trustees pursuant to the terms of this Deed immediately upon completion of:

- (a) the Primary DOCA; or
- (b) if the conditions to the Primary DOCA are not satisfied, upon completion of the IG DOCA.



### 3 Payment of Fund Amount

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- (a) If Primary DOCA Completion occurs and IG DOCA Completion occurs, on the Implementation Date, subject to the terms of the Primary DOCA and in accordance with clause 10.4 of the Primary DOCA, VAH must pay, or procure the payment of, the Pool A Fund Amount, the Pool B Fund Amount and the Pool C Fund Amount at the direction of the Deed Administrators to the Trustees.
- (b) If Primary DOCA Completion occurs and IG DOCA Completion does not occur, on the Implementation Date, subject to the terms of the Primary DOCA and in accordance with clause 10.4 of the Primary DOCA, VAH must pay, or procure the payment of, the Pool A Fund Amount and the Pool C Fund Amount at the direction of the Deed Administrators to the Trustees.
- (c) If Primary DOCA Completion does not occur and IG DOCA Completion occurs, on the Implementation Date, subject to the terms of the IG DOCA and in accordance with clause 10.2 of the IG DOCA, the Deed Proponent must pay, or procure the payment of, the Pool D Fund Amount at the direction of the Deed Administrators to the Trustees.

### 4 Declaration of Trust

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#### 4.1 Declaration

The Trustees acknowledge and declare that the Trust Fund will be held on trust by the Trustees as follows:

- (a) if Primary DOCA Completion and IG DOCA Completion occur:
  - (1) the Pool A Fund, for the Pool A Creditors;
  - (2) the Pool B Fund, for the Pool B Creditors;
  - (3) the Pool C Fund, for the Pool C Creditors;
- (b) if Primary DOCA Completion occurs and IG DOCA Completion does not occur:
  - (1) the Pool A Fund, for the Pool A Creditors;
  - (2) the Pool C Fund, for the Pool C Creditors;
- (c) if Primary DOCA Completion does not occur but IG DOCA Completion occurs, the Pool D Fund, for the Pool D Creditors,

on the terms in this Deed.

#### 4.2 Name of Trust

The trust constituted by this Deed will be called the Project Volar Creditors' Trust.

#### 4.3 Trustees' powers

Without limiting the powers that the Trustees have by operation of the Trustees Act, for the purposes of administering the trust created by this Deed, the Trustees have the following powers:

- (a) to administer and distribute the Trust Fund in accordance with the provisions set out in each DOCA and this Deed;





- (b) to fulfil the Trustees' obligations in accordance with the terms of this Deed including to take such legal proceedings or other steps as the Trustees think fit to fulfil these obligations;
- (c) to sell, re-invest or otherwise deal with the assets of the Trust Fund;
- (d) to perfect title in any assets of the Trust Fund;
- (e) to insure any assets of the Trust Fund;
- (f) to, at any time, call meetings of the Trust Creditors for the purpose of considering the variation or termination of this Deed in accordance with the provisions of this Deed;
- (g) to admit Claims to proof in accordance with the provisions of each DOCA and this Deed;
- (h) to determine Admitted Claims and then to pay Dividends in accordance with the terms of this Deed;
- (i) to act as attorney for the Deed Companies or any other person for any purpose associated with the Trust or this Deed;
- (j) to enforce compliance with the terms of this Deed and each DOCA including to take such legal proceedings or other steps as the Trustees think fit to enforce these obligations;
- (k) to accept the transfer of any shares, stocks, debentures, debenture stock, annuities, bonds, obligations or other securities of whatever nature that may at any time be transferred to the Trustees;
- (l) to enter upon or take possession of the Trust Fund and to collect the revenue or income from or interest on the Trust Fund and exercise any rights or powers relating to any part of the Trust Fund;
- (m) to bring, prosecute and defend any claim, action, suit or proceeding, which includes the power to bring and defend any claim, counter-claim, set-off, action, suit or proceeding in any Deed Company's name or (after assignment) in the Trustees' name, to enforce any right, claim or cause of action that forms part of the Trust Fund, and to that end:
  - (1) to issue or accept service of any writ, summons or other legal process and to appear or be represented in any court and before all wardens, magistrates or judicial or other officers as the Trustees think fit and to commence or defend and conduct any action or other proceeding in any court of justice in relation to the Trust Fund and any claim, proceeding or action forming part of the Trust Fund and to prosecute, discontinue, compromise, stay, terminate or abandon that proceeding or action as the Trustees think fit;
  - (2) to appoint any solicitor and counsel to prosecute or defend in those proceedings as the occasion may require; and
  - (3) to take any other lawful ways and means for the recovering or getting in any of the Trust Fund;
- (n) to convene and hold meetings of the Trust Creditors for any purpose as the Trustees consider fit;
- (o) to permit any person authorised by the Trustees to operate any account in the name of the Trust;
- (p) to do all acts and execute in the name and on behalf of the Trust all deeds, receipts and other documents;



- (q) to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of the Trust;
- (r) subject to the Corporations Act, to prove in the winding up of or under any scheme of arrangement entered into by, or deed of company arrangement executed by, any contributory or debtor of the Trust;
- (s) to bring or defend an application for the vesting or winding up of the Trust;
- (t) to report to the Trust Creditors from time to time;
- (u) to make interim or other distributions of the Trust Fund;
- (v) to appoint agents to do any business or attend to any matter or affairs of the Trust that the Trustees are unable to do, or that it is unreasonable to expect the Trustees to do, in person;
- (w) to appoint a solicitor, accountant or other professionally qualified person to assist the Trustees;
- (x) to compromise any claim, action, suit or proceeding brought by or against the Trustees on such terms as the Trustees consider fit, which includes the power to compromise any claim, action, suit or proceeding referred to in paragraph (m) of this clause;
- (y) to provision for and set aside a sum or sums equal to an amount which the Trustees reasonably anticipate may be payable in respect of any tax, including income tax, capital gains tax or GST;
- (z) to do anything incidental to exercising a power set out in this Deed;
- (aa) to do anything else that is necessary or convenient for administering the Trust; and
- (bb) to pay any amounts from the Trust Fund for which an indemnity exists under this Deed.

#### **4.4 Exercise of discretion and powers**

- (a) The Trustees may exercise any discretion under this Deed in the Trustees' absolute and unfettered discretion.
- (b) The Trustees shall not be required to give any reason for the exercise of, or failure to exercise, any of the Trustees' powers.

#### **4.5 Objects of the Trust**

The Trustees shall receive and hold the Trust Fund on trust for the benefit of the Trust Creditors and will distribute the Trust Fund in accordance with the terms of this Deed.

### **5 Trust Fund**

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#### **5.1 Trust Fund**

The Trust Fund shall be comprised of:

- (a) if Primary DOCA Completion and IG DOCA Completion occur, the Pool A Fund, the Pool B Fund and the Pool C Fund;



- (b) if Primary DOCA Completion occurs but IG DOCA Completion does not occur, the Pool A Fund and the Pool C Fund;
- (c) if IG DOCA Completion occurs but Primary DOCA Completion does not occur, the Pool D Fund.

## 5.2 Distribution of the Trust Fund

- (a) Subject to clause 5.2(d), the Trust Fund will be available for distribution to the Trust Creditors as set out in this clause 5.2.
- (b) If Primary DOCA Completion occurs, the Pool A Fund, Pool B Fund and Pool C Fund will be available for distribution as follows, provided that the Pool B Fund will only be available for distribution if IG DOCA Completion also occurs:
  - (1) the Pool A Fund will be available for distribution to the Pool A Creditors as follows:
    - (A) first, to the Administrators or Deed Administrators for any amount which they are entitled to be paid or indemnified for under:
      - i. the Primary DOCA;
      - ii. if IG DOCA Completion occurs, the IG DOCA; and
      - iii. each Participating Subsidiary DOCA,  
(even though they may have ceased to be Administrators or Deed Administrators);
    - (B) next, to the Trustees in satisfaction of the Trustees' Remuneration and the Trustee's Costs (which may include an amount of the Trustees' Remuneration and the Trustees' Costs which are estimated to be incurred by the Trustees up to the Termination Date);
    - (C) next, to each Pool A Creditor that is an Employee of a Primary DOCA Company, Participating Subsidiary DOCA Company or (if IG DOCA Completion occurs) an IG DOCA Company, the amount of any Priority Claim including any Claim in respect of Historical Underpayments;
    - (D) next, to the Pool A Creditors on a pro rata basis in accordance with the dollar value of the Admitted Claims of those Pool A Creditors.
  - (2) if IG DOCA Completion occurs, the Pool B Fund will be available for distribution to each Pool B Creditor on a pro rata basis, in accordance with the dollar value of the Cross-Over Claims of the Pool B Creditors; and
  - (3) the Pool C Fund will be available for distribution to each Pool C Creditor in the amount of the Critical Supplier Dividend Amount allocated to that Pool C Creditor set out in Schedule 3.
- (c) If IG DOCA Completion occurs but Primary DOCA Completion does not occur, the Pool D Fund will be available for distribution as follows:
  - (1) first, to the Administrators or Deed Administrators for any amount which they are entitled to be paid or indemnified for under the IG DOCA (even though they may have ceased to be Administrators or Deed Administrators);



- (2) next, to the Trustees in satisfaction of the Trustees' Remuneration and the Trustee's Costs (which may include an amount of the Trustees' Remuneration and the Trustees' Costs which are estimated to be incurred by the Trustees up to the Termination Date);
  - (3) next, to each Pool D Creditor that is an Employee of an IG DOCA Company, the amount of any Priority Claim including any Claim in respect of Historical Underpayments;
  - (4) next, to the Pool D Creditors on a pro rata basis in accordance with the dollar value of the Admitted Claims of those Pool D Creditors.
- (d) Notwithstanding clauses 5.2(b) and 5.2(c), any Creditor who would have been entitled to priority over other unsecured creditors under section 562 of the Corporations Act in respect of any amount forming part of the Trust Fund will retain a priority in respect of the assets of the Trust Fund at least equal to that they would have been entitled to if the property of the relevant Deed Company had been applied in accordance with section 562 of the Corporations Act.
- (e) Notwithstanding any other provision of this Deed, for the purposes of section 444DA of the Corporations Act and clause 5.2(b)(1)(C), any Priority Claims of an Employee will retain a priority in respect of the assets of the Trust Fund at least equal to that which they would have been entitled to if the property of the relevant Deed Company had been applied in accordance with sections 556, 560 and 561 of the Corporations Act.
- (f) No distributions will be made in respect of a Trust Creditor's Claim unless that Trust Creditor's Claim is an Admitted Claim.
- (g) The Trustees may distribute the Trust Fund at such times as the Trustees consider, in their absolute discretion, that is appropriate and feasible to do so, including making distributions (whether interim or final) under any provision of clause 5.2 in advance of making any payments under any lower ranking subclause in this clause 5.2 on the basis that they have retained sufficient funds to ensure that any payments to be made under any provision of clause 5.2 having higher priority may be made when the time comes to do so.

### **5.3 Postponement**

Should proceedings be brought by any person in respect of the distribution of the Trust Fund, then the Trustees are entitled at their sole discretion to postpone the payment of any entitlement until determined by the Trustees.

### **5.4 Unclaimed moneys**

In the event that the Trustees, for any reason, are unable to locate a Trust Creditor, or if any cheque sent by the Trustees to a Trust Creditor has not been presented within 6 months, then:

- (a) the Trustees shall stop payment of such cheque;
- (b) the moneys represented by such stopped cheque or held by the Trustees on behalf of the Trust Creditor shall be paid to ASIC; and
- (c) the provisions of sections 544(1) and 544(3) of the Corporations Act will apply, with such modifications as are necessary, to such payment as if references in those sections to 'liquidator' were references to the 'Trustees'.



## 5.5 Multiple claims arising out of the same circumstances

- (a) Subject to clause 5.5(b), if a Trust Creditor is a Creditor of two or more Deed Companies in respect of Admitted Claims that arise from a common underlying obligation or in connection with the same underlying transaction (for example, where one Deed Company is a guarantor, indemnifier or co-obligor of an obligation or debt owing by another Deed Company), then the Trust Creditor is only entitled to receive a distribution for one of those Admitted Claims, and where they are for different amounts, for the largest Admitted Claim.
- (b) Notwithstanding clause 5.5(a), Pool B Creditors will be entitled to a distribution from the Pool A Fund and the Pool B Fund in respect of a Cross-Over Claim.
- (c) If multiple Trust Creditors are Creditors of a Deed Company in respect of Admitted Claims that arise from a common underlying obligation or in connection with the same underlying transaction (for example, where a Creditor that is an agent or trustee of another Creditor has a Claim against a Deed Company in respect of the same underlying debt), only one Trust Creditor will be entitled to receive a distribution for one of those Admitted Claims.

## 6 Perpetuity period

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Notwithstanding any other provision in this Deed, each

- (a) interest in property; and
  - (b) Trustee's power over or in connection with property,
- created or granted by this Deed that, but for this provision, might vest, take effect, or be exercisable after the expiry of eighty (80) years commencing on the date of this Deed, but which has not vested or taken effect by that date,
- (c) will vest or take effect on the last day of that period; and
  - (d) is exercisable only on or before the last day of that period.

## 7 Claims

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### 7.1 Admissibility of Claims

- (a) Upon this Deed being settled, and in accordance with clause 6.6 of the Primary DOCA, clause 6.6 of the IG DOCA and clause 6.6 of each Participating Subsidiary DOCA, as applicable, each Claim of a Trust Creditor against a Deed Company will convert to and become a claim against the Trust Fund under this Deed, equal in amount to the Trust Creditor's entitlement to a distribution in respect of the Trust Creditor's released Claim in accordance with clause 5.2 of this Deed.
- (b) Interest will not accrue or be payable on any Admitted Claim.

### 7.2 Trustees' discretion

The Trustees may, in their absolute discretion:

- (a) call for proofs of debt or claim;



- (b) admit all or part of a Claim;
  - (c) reject all or part of a Claim; or
  - (d) pay any Admitted Claim,
- in accordance with the provisions of this Deed.

### **7.3 Determination of Claims**

- (a) Subdivisions A, B, C and E of Division 6 of Part 5.6 of the Corporations Act apply to Claims under this Deed as if references to the liquidator were references to the Trustees and references to winding up were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (b) Regulations 5.6.11A, 5.6.37, 5.6.39 to 5.6.43 (inclusive), 5.6.44 to 5.6.53 (inclusive) and 5.6.55 to 5.6.72 (inclusive) of the Regulations shall apply to this Deed and to the Trustees as if references to the liquidator were references to the Trustees and references to winding up were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (c) The Trustees may make interim distributions of trust property under this Deed.
- (d) The Trustees may make any distribution by cheque or by electronic funds transfer to a bank account nominated by the relevant Trust Creditor.
- (e) The Trustees must declare and distribute trust property under this Deed as soon as practicable after the Trust comes into effect under clause 4.1. However, subject to clauses 7.3(a) and 7.3(b), the Trustees have an absolute and unfettered discretion as to the admission of Claims, and the amount and timing of the distribution of the trust property in payment of Admitted Claims.
- (f) Where the Trustees propose to reject a Claim (whether in part or in full) the Trustees shall send a notice to the Creditor informing the Creditor of the proposed rejection and giving the party 14 days within which to make an application to the Court to determine the questions relating to the Claim.
- (g) The Trustees are entitled to rely upon any steps and determinations made by the Deed Administrators for the purposes of this clause in respect of whether a claim asserted for the purposes of claiming under this Deed is an Admitted Claim, together with any information and proofs or particulars of debt provided to the Administrators or Deed Administrators.

### **7.4 Access to records**

The Trustees may at any time inspect and take copies of the books and records of the Deed Companies at no cost and the Deed Companies authorise the Trustees and their staff to enter the Deed Companies' premises on any Business Day between the hours of 9.00am and 5.00pm with no less than 24 hours' notice, for the purpose of conducting such an inspection and for the purpose of doing anything necessary or desirable in the exercise of their powers and discretions and the performance of their duties, obligations and responsibilities as Trustees under this Deed, including to take photocopies or images of any books and records for that purpose.



## **7.5 Excluded Superannuation Debts not admissible**

An Excluded Superannuation Debt is not admissible to proof against the Trust Fund.

## **7.6 Creditors' costs and expenses**

Any costs and expenses incurred by a Trust Creditor in asserting a Claim (including any application under clause 7.3(f)) under this Deed will be borne by that Trust Creditor and will not form part of that Trust Creditor's Claim under this Deed.

## **7.7 Abandonment of Claims**

A Trust Creditor will have abandoned, and will be taken for all purposes to have abandoned, all Claims and all other entitlements (if any) in the Trust Fund:

- (a) which are not the subject of a proof lodged with the Deed Administrators or the Trustees in the form required by the Trustees prior to the declaration of a Final Dividend; or
- (b) which have been rejected by the Trustees and which are not the subject of any appeal or application to the Court within the time allowed under clause 7.3(f).

## **7.8 Discharge of Claims**

- (a) All persons having a Claim must accept their Admitted Claims under this Deed (if any) in full satisfaction and complete discharge of all claims which they have or claim to have against the Trustees or the Trust Fund and each of them will, if called upon to do so, execute and deliver to the Trustees such forms of release of any such claim as the Trustees require.
- (b) The Trustees must take all steps reasonably required by the Deed Proponent to obtain such releases from any Trust Creditors nominated by the Deed Proponent.

## **7.9 Claims extinguished**

On payment of the Final Dividend to the Trust Creditors from the Trust Fund:

- (a) all Claims against the Trust Fund are extinguished; and
- (b) the obligations of the Trustees to the Trust Creditors under the Trust will be fully and finally discharged.

## **7.10 Bar**

After distribution of the Final Dividend from the Trust Fund, the Trustees may plead this Deed in bar to any Claim.

## **7.11 Non-Participating Claims**

No Creditor is entitled to participate in or receive any distribution from the Trust Fund in respect of a Non-Participating Claim.





## 8 GST on Claims

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### 8.1 Definitions

Words and expressions used in this clause 8 which are defined in the GST Act have the same meaning in this clause.

### 8.2 GST credits on Claims which have been or will be claimed by the Deed Companies

To the extent that input tax credits on Admitted Claims have been or will be claimed by a Deed Company, the parties agree and acknowledge that following the payment of distributions to those Creditors by the Trustees from the Trust Fund, the Deed Company by its directors will be responsible for making any adjustment required by the provisions of the GST Act insofar as those adjustments relate to those Admitted Claims and Practice Statement PS LA 2012/1 (GA) will be applied by the Deed Company to calculate the impact of those adjustments.

### 8.3 GST credits for Administration Debts and Deed Administrators' Costs

To the extent that:

- (a) an input tax credit is available in respect of an Administration Debt or a Deed Administrators' Cost; and
- (b) neither the Administrators nor the Deed Administrators are able to claim that input tax credit because it is attributable to a tax period that arises after the date on which the GST registration of the Administrators or the Deed Administrators ends,

then, the parties agree and acknowledge that the Deed Companies are responsible for claiming that input tax credit.

### 8.4 GST credits during operation of Trust

The parties agree and acknowledge that to the extent that an input tax credit is available in respect of a Trustee Cost which is incurred and paid for by the Trustees during the operation of the Trust, the Trustees (acting in their capacity as Trustees of the Trust) will be responsible for the claiming those input tax credits.

## 9 Meetings of Trust Creditors

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- (a) The Trustees may at any time convene a meeting of Trust Creditors and except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, Division 75 of Part 3 of the IPR applies, with such modifications as are necessary, to meetings of the Trust Creditors as if references to the 'external administrator' or chairperson, as the case may be, were references to one or more of the Trustees.
- (b) Trust Creditors who have been paid the full amount of their entitlement in respect of their Admitted Claim under this Deed will no longer be entitled to attend and participate in meetings of Trust Creditors.



- (c) Subject to clause 9(d), the Trustees may, by deed or resolution and with the consent of the majority of the Trust Creditors given at a meeting convened pursuant to this clause 9, vary the provisions of this Deed.
- (d) Despite any other provision of this Deed, the Trustees may not amend this Deed to lessen the Trustees' liabilities or obligations under this Deed or at law including, but not limited to, lessening their liabilities in respect of any fraud, wilful default, negligence or breach of trust by the Trustees.

## 10 Remuneration

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### 10.1 Remuneration of Trustees

The Trustees:

- (a) are to be remunerated at the usual rates charged by Deloitte Financial Advisory Pty Ltd from time to time in respect of any work done by the Trustees, and any partner or employee of the Trustees, in connection with:
  - (1) the exercise of their powers and discretions and performance of their duties, obligations and responsibilities as Administrators and/or Deed Administrators, even though that remuneration has not been approved by the Creditors pursuant to Division 60 Subdivision B of the IPS;
  - (2) the calling for and adjudicating upon proofs of Claims;
  - (3) the distribution of the Trust Fund; and
  - (4) the exercise of their powers and discretions and performance of their duties, obligations and responsibilities as Trustees under this Deed, and
- (b) acknowledge that the Trustees' Costs, including costs, charges and expenses (including those incurred in connection with advisers) incurred in connection with the foregoing, including any stamp duty payable by them in respect of this Deed, will be payable from the Trust Fund.
- (c) The Trustees' Remuneration and the Trustees' Costs referred to in this clause 10.1 and all other costs shall be reimbursed and/or paid out of the Trust Fund. The Trustees shall be entitled to draw such amounts from the Trust Fund from time to time. The Administrators have estimated the Trustees' Costs to be between \$7 million and \$8 million excluding GST and disbursements. For the avoidance of doubt, where the Trustees are liable to pay GST in respect of any taxable supply (within the meaning of the GST Act) they make under this Deed, the Trustees are entitled to recover an additional amount equal to the amount of that GST liability from the Trust Fund.

### 10.2 Acknowledgement

The parties acknowledge that the Trustee's Remuneration as referred to in clause 10.1(a) includes remuneration and costs incurred by the Trustees in connection with or as a result of their duties, obligations and responsibilities as Administrators and/or Deed Administrators.



## 11 Committee of Inspection

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- (a) The Trustees may convene meetings of the Committee of Inspection from time to time for the purpose of consulting with the Committee of Inspection on matters arising in the course of the administration of the Trust including in respect of the Trustees' Remuneration.
- (b) The Committee of Inspection will operate as a consultative committee and will not have power to direct or bind the Trustees in any way.
- (c) The:
  - (1) appointment or removal of members of the Committee of Inspection will be governed by Division 80-15 of the IPS and Division 80-10 of the IPR;
  - (2) power to convene meetings of the Committee of Inspection will be governed by Division 80-27 of the IPS; and
  - (3) obligations of members of the Committee of Inspection will be governed by Division 80-55 of the IPS,with such amendments in form and substance as are necessary to give efficacy to the administration of the Trust by the Trustees.
- (d) Subject to the discretion of the Trustees to make such disclosures as are necessary or convenient for the purposes of the administration of the Trust, the affairs of the Committee of Inspection will be conducted on a confidential basis.
- (e) The Committee of Inspection may, if requested, approve the Trustees' Remuneration by a majority in attendance at the relevant meeting.

## 12 Indemnity

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### 12.1 Indemnity

The Trustees are entitled to be indemnified out of the Trust Fund for all actions, suits, proceedings, accounts, claims and demands arising out of or relating to this Deed which may be commenced, incurred by or made on the Trustees by any person and against all costs, charges and expenses incurred by the Trustees in respect of them, provided that the Trustees shall not be entitled to an indemnity in respect of any liabilities or demands to the extent that the indemnification contravenes the Corporations Act or the Trustee Act.

### 12.2 Continuing indemnity

This indemnity takes effect on and from the date of this Deed and will be without limitation as to time and will operate notwithstanding the removal of the Trustees (or any of them) and the appointment of new trustees or the termination of this Trust for any reason whatsoever.

### 12.3 Indemnity not to be affected or prejudiced

The indemnity under clause 12.1 will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Trustees and will extend to all actions, suits,



proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Trustees, the approval and execution of this Deed or otherwise; and

- (b) affect or prejudice all or any rights that the Trustees may have against any other person to be indemnified against the costs, charges, expenses and liabilities incurred by the Trustees of or incidental to the exercise or performance of any of the powers or authorities conferred on the Trustees by this Deed or otherwise.

## 13 Liability

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### 13.1 Exclusion of liability

- (a) The Trustees, and the Trustees' partners and employees, are not liable for any loss or damage occasioned to any trust property under this Deed (including the Trust Fund) or to any person by:
  - (1) the exercise of any discretion or power conferred by this Deed or by law on the Trustees or any delay or failure to exercise any of those discretions or powers;
  - (2) any breach of duty or trust, unless it is proved to have been committed, made or omitted in personal, conscious and fraudulent bad faith by the Trustees, partner or employee; or
  - (3) any disclosure by the Trustees or the officer of any document, matter or thing relating to the Trust, the trust property or any Trust Creditor.
- (b) All persons claiming any interest in the trust property must be treated as taking it with and subject to notice of the protection conferred by this clause 13.

### 13.2 Proceedings against co-trustee

The Trustees are not bound to take any proceeding against a co-trustee for any breach or alleged breach of trust committed by the co-trustee.

### 13.3 Reliance on advice

Where the Trustees act in reliance upon the advice of any solicitor instructed on behalf of the Trust in relation to the interpretation of the provisions of this Deed or any document or statute or any matter concerning the administration of the Trust, the Trustees are not liable to any person in respect of any act done or omitted to be done by the Trustees in accordance with the advice.

## 14 Trustees' resignation

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Any Trustee may resign at any time by giving not less than 28 days' prior written notice to the Deed Companies unless that resignation would result in there being no remaining Trustees, in which event the Trustees must:

- (a) convene a meeting of Trust Creditors in accordance with clause 9 of this Deed for the purpose of nominating a replacement trustee;



- (b) assign to a replacement trustee nominated by the Trust Creditors the Trustees' rights, title and benefit under this Deed; and
- (c) do all things reasonably necessary to effect the assignment referred to in clause 14(b).

## 15 Trustees not obliged to take action

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The Trustees will not be obliged to take any action under this Deed until such time as there are sufficient funds in hand and immediately available to them to pay the Trustees' Remuneration and Trustees' Costs.

## 16 Termination

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### 16.1 Termination of the Trust

This Trust will terminate and the Trustees will resign as soon as reasonably practicable:

- (a) after distribution of the Final Dividend from the Trust Fund; or
- (b) upon the expiry of the perpetuity period referred to in clause 6, whichever occurs first.

### 16.2 Meeting of Trust Creditors

The Trustees must convene a meeting of Trust Creditors to consider a resolution to vary this Deed or terminate the Trust if:

- (a) at any time prior to the termination of the Trust, the Trustees determine that it is no longer practicable or desirable to continue to implement or carry out this Deed; or
- (b) the Court so orders.

### 16.3 Termination of the Trust by Court order and Trust Creditors' resolution

This Trust will terminate if:

- (a) a Court so orders; or
- (b) the Trust Creditors pass a resolution terminating this Trust at a meeting duly convened pursuant to clause 16.2.

In that event, either of the following may occur:

- (c) if all Trust Creditors have received their distribution in accordance with clause 5.2, any remaining part of the Trust Fund must be immediately paid to or at the direction of the Deed Proponent and shall not be available for distribution to Trust Creditors; or
- (d) if any Trust Creditors have not received their distribution in accordance with clause 5.2, then any remaining part of the Fund Amount will be refunded to or at the direction of the Deed Proponent and any other remaining funds in the Trust



Fund will be returned to the Deed Companies and shall not be available for distribution to Trust Creditors.

#### **16.4 Report to Trust Creditors**

Upon a meeting being convened pursuant to clause 16.2, the Trustees must send each Trust Creditor prior to the meeting a report as to the state of affairs of the Trust accompanied by such financial statements as the Trustees think fit. The report must include:

- (a) a statement explaining the circumstances which have caused the Trustees to convene the meeting pursuant to clause 16.2; and
- (b) a statement that the Trust will be terminated if the Trust Creditors so resolve.

#### **16.5 Previous operation of this Deed preserved**

The termination or avoidance, in whole or in part, of this Trust does not affect the efficacy of any act done prior to the termination or avoidance.

#### **16.6 Variation of Deed**

This Deed may be varied:

- (a) with the consent of the Trustees by resolution passed at a meeting of Trust Creditors by a majority of Trust Creditors in number and in value, but only if the variation is not materially different from the proposed variation set out in the notice of that meeting and provided that the variation does not materially prejudice the interests of any class of Trust Creditors without the approval of a majority of that class of Trust Creditors in number and value; or
- (b) by the Court upon application of any of the Trust Creditors or the Trustees pursuant to the Trustee Act.

### **17 General**

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#### **17.1 Invalidity and enforceability**

- (a) If any provision of this Deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 17.1(a) does not apply where enforcement of the provision of this Deed in accordance with clause 17.1(a) would materially affect the nature or effect of the parties' obligations under this Deed.

#### **17.2 Waivers**

No party to this Deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 17.2 are set out below.



Term	Meaning
conduct	includes delay in the exercise of a right.
right	any right arising under or in connection with this Deed and includes the right to rely on this clause.
waiver	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

### 17.3 Counterparts

- (a) This Deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart.
- (d) Counterparts may be exchanged by email or other electronic means.

### 17.4 Governing law and jurisdiction

This Deed is governed by the law in force in the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the Court of New South Wales and any Court which may hear appeals from those Courts.

### 17.5 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it.

### 17.6 Assignment

Unless expressed otherwise, rights arising out of or under this Deed are not assignable by a party without the prior written consent of the other parties.

### 17.7 Entire agreement

This Deed states all the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

### 17.8 No reliance

No party has relied on any statement by any other party not expressly included in this Deed.

### 17.9 Relationship of the parties

Nothing in this Deed gives a party authority to bind any other party in any way.



## **17.10 Exercise of rights**

- (a) Unless expressly required by the terms of this Deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this Deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this Deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

## **17.11 Stamp duty**

Any stamp duty assessed on this Deed is to be paid out of the Trust Fund.

## **17.12 Creditor's Power of Attorney**

Each Trust Creditor irrevocably appoints each of the Trustees jointly and severally as its attorney to execute any document to give effect to the releases in clause 7.

## **17.13 Joint Parties**

If two or more parties are included within the same defined term in this Deed:

- (a) liability of those parties under this Deed is a joint liability of all of them and a several liability of each of them.
- (b) a right given to those parties under this deed is a right given severally to each of them; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

## **17.14 Costs**

Each party must pay its own costs of negotiating, preparing and executing this Deed.

## **17.15 Survival**

Despite any other provision of this Deed, clauses, 1, 8, 10, 12, 13, 16 and 17 survive the termination of this Deed.

# **18 Notices**

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## **18.1 Form of Notice**

A notice or other communication to a party under this Deed (**Notice**) must be:

- (a) in writing and in English and signed by or on behalf of the sending party; and
- (b) addressed to that party in accordance with the details nominated in Schedule 2 (or any alternative details nominated to the sending party by Notice).



## 18.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By email to the nominated email address	When the email (including any attachment) has been sent to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee)

## 18.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than email as permitted in clause 18.2).





## Schedule 1

### Deed Companies

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#### 1 Primary DOCA Companies

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	Name	ACN
1.	Virgin Australia Holdings Limited (subject to deed of company arrangement)	100 686 226
2.	Virgin Australia Airlines Holdings Pty Ltd (subject to deed of company arrangement)	093 924 675
3.	VAH Newco No.1 Pty Ltd (subject to deed of company arrangement)	160 881 345
4.	Tiger Airways Australia Pty Limited (subject to deed of company arrangement)	124 369 008
5.	Virgin Australia Airlines Pty Ltd (subject to deed of company arrangement)	090 670 965
6.	Virgin Tech Pty Ltd (subject to deed of company arrangement)	101 808 879
7.	A.C.N. 098 904 262 Pty Ltd (subject to deed of company arrangement)	098 904 262
8.	Virgin Australia Regional Airlines Pty Ltd (subject to deed of company arrangement)	008 997 662
9.	Virgin Australia Holidays Pty Ltd (subject to deed of company arrangement)	118 552 159
10.	VB Ventures Pty Ltd (subject to deed of company arrangement)	125 139 004
11.	Virgin Australia Cargo Pty Ltd (subject to deed of company arrangement)	600 667 838



12.	VB Leaseco Pty Ltd (subject to deed of company arrangement)	134 268 741
13.	VB Investco Pty Ltd (subject to deed of company arrangement) (in liquidation)	101 961 095
14.	VAH Newco No.2 Pty Ltd (subject to deed of company arrangement) (in liquidation)	160 881 354
15.	Virgin Australia International Operations Pty Ltd (subject to deed of company arrangement)	155 859 608
16.	VBNC5 Pty Ltd (subject to deed of company arrangement)	119 691 502
17.	Short Haul 2017 No. 1 Pty Ltd (subject to deed of company arrangement)	617 644 390
18.	VB PDP 2010-11 Pty Ltd (subject to deed of company arrangement)	140 818 266
19.	VB LH 2008 No. 1 Pty Ltd (subject to deed of company arrangement)	134 280 354
20.	VB LH 2008 No. 2 Pty Ltd (subject to deed of company arrangement)	134 288 805
21.	737 2012 No.1 Pty. Ltd. (subject to deed of company arrangement)	154 201 859
22.	737 2012 No. 2 Pty Ltd (subject to deed of company arrangement)	154 225 064
23.	VA Regional Leaseco Pty Ltd (subject to deed of company arrangement)	127 491 605
24.	VA Hold Co Pty Ltd (subject to deed of company arrangement)	165 507 157
25.	Virgin Australia 2013-1 Issuer Co Pty Ltd (subject to deed of company arrangement)	165 507 326
26.	VA Lease Co Pty Ltd (subject to deed of company arrangement)	165 507 291
27.	Short Haul 2016 No. 1 Pty Ltd (subject to deed of	612 766 328



	company arrangement)	
28.	Short Haul 2016 No. 2 Pty Ltd (subject to deed of company arrangement)	612 796 077

## 2 IG DOCA Companies

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	<b>Name</b>	<b>ACN</b>
1.	Virgin Australia International Holdings Pty Ltd (subject to deed of company arrangement)	155 860 021
2.	Virgin Australia International Airlines Pty Ltd (subject to deed of company arrangement)	125 580 823
3.	Tiger International Number1 Pty Ltd (subject to deed of company arrangement)	606 131 944
4.	Virgin Australia Airlines (SE Asia) Pty Ltd (subject to deed of company arrangement)	097 892 389

## 3 Subsidiary DOCA Companies

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	<b>Name</b>	<b>ACN</b>
1.	VB Leaseco No 2 Pty Ltd (subject to deed of company arrangement)	142 533 319
2.	VB 800 2009 Pty Ltd (subject to deed of company arrangement)	135 488 934
3.	Short Haul 2017 No. 2 Pty Ltd (subject to deed of company arrangement)	617 644 443
4.	Short Haul 2018 No. 1 Pty. Ltd. (subject to deed of company arrangement)	622 014 831
5.	VA Borrower 2019 No. 1 Pty Ltd (subject to deed of company arrangement)	633 241 059



6.	VA Borrower 2019 No. 2 Pty Ltd (subject to deed of company arrangement)	637 371 343
7.	Short Haul 2014 No. 1 Pty Ltd (subject to deed of company arrangement)	600 809 612
8.	Short Haul 2014 No. 2 Pty Ltd (subject to deed of company arrangement)	600 878 199
9.	Short Haul 2017 No. 3 Pty. Ltd. (subject to deed of company arrangement)	622 014 813

## Schedule 2

### Notice details

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#### Clause 18.1

<b>Trustees</b>	Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes in their capacity as joint and several trustees of the Trust
Address	c/- Deloitte, Level 9, 225 George Street, Sydney NSW 2000
Attention	Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes
Email	vstrawbridge@deloitte.com.au, saalgeri@deloitte.com.au, richughes@deloitte.com.au, jgreig@deloitte.com.au

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<b>Deed Companies</b>	each company listed in Part 1, Part 2 and Part 3 of Schedule 1
Address	c/- Deloitte, Level 9, 225 George Street, Sydney NSW 2000
Attention	Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes
Email	vstrawbridge@deloitte.com.au, saalgeri@deloitte.com.au, richughes@deloitte.com.au, jgreig@deloitte.com.au

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<b>Deed Proponent</b>	BC Hart Aggregator, L.P.
Address	PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
Attention	Barnaby Lyons and Scott Garfield
Email	blyons@baincapital.com, sgarfield@baincapital.com

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## Schedule 3

### Critical Suppliers

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#### 1 Airport Critical Suppliers

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Name of Creditor	Critical Supplier Dividend Amount (including GST)
Adelaide Airport Limited	\$3,255,154
Brisbane Airport Corporation Limited	\$12,475,820
Canberra Airport Pty Limited	\$2,344,711
Gold Coast Airport Pty Limited	\$2,113,084
Australia Pacific Airports (Melbourne) Pty Ltd	\$9,769,041
Perth Airport Pty Ltd	\$6,647,577
Australia Pacific Airports (Launceston) Pty Ltd	\$409,285
Hobart International Airport Pty Ltd	\$977,624
Townsville Airport Pty Ltd	\$157,232
Sunshine Coast Airport Pty Ltd	\$262,667
Sydney Airport Corporation Limited	\$8,858,189



## 2 Other Critical Suppliers

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Name of Creditor	Critical Supplier Dividend amount (including GST)
Tech Mahindra Limited	\$1,840,000
The Boeing Company	\$45,000,000



## Schedule 4

### Foreign currency accounts

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#### 1 IG Group Foreign Currency Accounts

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Bank Name	Account name	Acc number	Currency
ANZ Bank, Solomon Islands	VAIA SBD	*****7455	SBD
ANZ BANK (VANUATU) LTD	VAIA VUV	*****1500	VUV
ANZ Bank, Tonga	VAIA TOP	*****7472	TOP
ANZ BANK (SAMOA) LTD	VAIA FX WST	*****9724	WST
BANK ANZ INDONESIA, P.T.	VAIA FX IDR	*****0001	IDR
AUSTRALIA AND NEW ZEALAND BANKING GROUP (PNG) LTD.	VASE FX PGK	*****9010	PGK

#### 2 VAA Foreign Currency Accounts

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Bank Name	Account name	Acc number	Currency
ANZ Bank, Australia	VAA ANZ JPY ACC	*****0001	JPY
Hong Kong Branch	VA FX HKD	*****9532	HKD
JPMORGAN CHASE BANK, N.A.	VA FX EUR	*****5167	EUR
WESTPAC BANKING CORPORATION	VA WBC FJD	*****1473	FJD





## Signing page

Executed as a deed

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**Trustee**

Signed sealed and delivered by

**Vaughan Strawbridge**

*sign here ►* \_\_\_\_\_

*print name* \_\_\_\_\_

in the presence of

*sign here ►* \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

---

**Trustee**

Signed sealed and delivered by

**Salvatore Algeri**

*sign here ►* \_\_\_\_\_

*print name* \_\_\_\_\_

in the presence of

*sign here ►* \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

---



**Trustee**

Signed sealed and delivered by  
**John Greig**

*sign here* ► \_\_\_\_\_

*print name* \_\_\_\_\_

in the presence of

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

---

**Trustee**

Signed sealed and delivered by  
**Richard Hughes**

*sign here* ► \_\_\_\_\_

*print name* \_\_\_\_\_

in the presence of

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_



**Deed Administrator**

Signed sealed and delivered by  
**Vaughan Strawbridge**

*sign here* ► \_\_\_\_\_

*print name* \_\_\_\_\_

in the presence of

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

---

**Deed Administrator**

Signed sealed and delivered by  
**Salvatore Algeri**

*sign here* ► \_\_\_\_\_

*print name* \_\_\_\_\_

in the presence of

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_



**Deed Administrator**

Signed sealed and delivered by  
**John Greig**

*sign here* ► \_\_\_\_\_

*print name* \_\_\_\_\_

in the presence of

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

---

**Deed Administrator**

Signed sealed and delivered by  
**Richard Hughes**

*sign here* ► \_\_\_\_\_

*print name* \_\_\_\_\_

in the presence of

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_



### **Deed Companies**

Signed sealed and delivered for and on behalf of each of the following Primary DOCA Companies:

**Virgin Australia Holdings Limited (subject to deed of company arrangement)**

**Virgin Australia Airlines Holdings Pty Ltd (subject to deed of company arrangement)**

**VAH Newco No.1 Pty Ltd (subject to deed of company arrangement)**

**Tiger Airways Australia Pty Limited (subject to deed of company arrangement)**

**Virgin Australia Airlines Pty Ltd (subject to deed of company arrangement)**

**Virgin Tech Pty Ltd (subject to deed of company arrangement)**

**A.C.N. 098 904 262 Pty Ltd (subject to deed of company arrangement)**

**Virgin Australia Regional Airlines Pty Ltd (subject to deed of company arrangement)**

**Virgin Australia Holidays Pty Ltd (subject to deed of company arrangement)**

**VB Ventures Pty Ltd (subject to deed of company arrangement)**

**Virgin Australia Cargo Pty Ltd (subject to deed of company arrangement)**

**VB Leaseco Pty Ltd (subject to deed of company arrangement)**

**VB Investco Pty Ltd (subject to deed of company arrangement) (in liquidation)**

**VAH Newco No.2 Pty Ltd (subject to deed of company arrangement) (in liquidation)**

**Virgin Australia International Operations Pty Ltd (subject to deed of company arrangement)**

**VBNC5 Pty Ltd (subject to deed of company arrangement)**

**Short Haul 2017 No. 1 Pty Ltd (subject to deed of company arrangement)**

**VB PDP 2010-11 Pty Ltd (subject to deed of company arrangement)**

**VB LH 2008 No. 1 Pty Ltd (subject to deed of company arrangement)**

**VB LH 2008 No. 2 Pty Ltd (subject to deed of company arrangement)**



**arrangement)**

**737 2012 No.1 Pty. Ltd. (subject to deed of company arrangement)**

**737 2012 No. 2 Pty Ltd (subject to deed of company arrangement)**

**VA Regional Leaseco Pty Ltd (subject to deed of company arrangement)**

**VA Hold Co Pty Ltd (subject to deed of company arrangement)**

**Virgin Australia 2013-1 Issuer Co Pty Ltd (subject to deed of company arrangement)**

**VA Lease Co Pty Ltd (subject to deed of company arrangement)**

**Short Haul 2016 No. 1 Pty Ltd (subject to deed of company arrangement)**

**Short Haul 2016 No. 2 Pty Ltd (subject to deed of company arrangement)**

by their joint and several deed administrator:

*sign here ►* \_\_\_\_\_  
Deed Administrator

*print name* \_\_\_\_\_

in the presence of

*sign here ►* \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

---



Signed sealed and delivered for and on behalf of each of the following IG DOCA Companies:

**Virgin Australia International Holdings Pty Ltd (subject to deed of company arrangement)**

**Virgin Australia International Airlines Pty Ltd (subject to deed of company arrangement)**

**Tiger International Number1 Pty Ltd (subject to deed of company arrangement)**

**Virgin Australia Airlines (SE Asia) Pty Ltd (subject to deed of company arrangement)**

by their joint and several deed administrator:

*sign here ►* \_\_\_\_\_  
Deed Administrator

*print name* \_\_\_\_\_

in the presence of

*sign here ►* \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_



Signed sealed and delivered for and on behalf of each of the following Subsidiary DOCA Companies:

**VB Leaseco No 2 Pty Ltd (subject to deed of company arrangement)**

**VB 800 2009 Pty Ltd (subject to deed of company arrangement)**

**Short Haul 2017 No. 2 Pty Ltd (subject to deed of company arrangement)**

**Short Haul 2018 No. 1 Pty. Ltd. (subject to deed of company arrangement)**

**VA Borrower 2019 No. 1 Pty Ltd (subject to deed of company arrangement)**

**VA Borrower 2019 No. 2 Pty Ltd (subject to deed of company arrangement)**

**Short Haul 2014 No. 1 Pty Ltd (subject to deed of company arrangement)**

**Short Haul 2014 No. 2 Pty Ltd (subject to deed of company arrangement)**

**Short Haul 2017 No. 3 Pty. Ltd. (subject to deed of company arrangement)**

by their joint and several deed administrator:

*sign here ►* \_\_\_\_\_  
Deed Administrator

*print name* \_\_\_\_\_

in the presence of

*sign here ►* \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_





### Deed Proponent

Signed sealed and delivered by

**BC Hart Aggregator, L.P.**

By: BC Hart Investors, LLC

its general partner

By: Bain Capital Asia Fund IV, L.P.

its manager

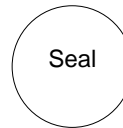
By: Bain Capital Investors Asia IV,

LLC

its general partner

By: Bain Capital Investors, LLC

its manager



*sign here* ► \_\_\_\_\_  
Authorised signatory

*sign here* ► \_\_\_\_\_  
Witness

*print name* Ryan Cotton \_\_\_\_\_

*print name* \_\_\_\_\_



## Schedule 5

### Creditor Indemnity

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To: **[insert name of Deed Company] (Company)**

#### **INDEMNITY IN RELATION TO INSURED CLAIM**

I/We **[insert creditor name]** refer to the deed of company arrangement in respect of the Company (**DOCA**) dated **[insert date]**.

I/We wish to take legal proceedings to enforce a Claim under clause 8 of the DOCA (**Insured Claim**) against the Company. The Insured Claim is **[insert full description]**.

I/We irrevocably and unconditionally indemnify the Company against any costs, expenses, judgments (including but not limited to any judgment or order obtained by me/us against the Company, or any amounts required to be paid by the Company in connection with any judgment or order), suits or actions incurred directly or indirectly as a consequence of commencing legal proceedings in relation to the Insured Claim (**Costs**) to the extent that the Company is not indemnified for such costs pursuant to a contract of insurance entered into before **[insert Appointment Date for Deed Company]** or such Costs are not otherwise paid by the Company's insurer.

I/We confirm our agreement to be bound by the terms of clause 8 of the DOCA in respect of the Insured Claim.

Dated: **[insert date]**

Executed as a deed poll in favour of **[insert name of Deed Company]**.

**Signed sealed and delivered** for and on behalf of

**[Creditor name]**

by its duly authorised representative  
in the presence of:

---

Signature of witness

---

Signature of authorised representative

---

Name of witness (please print)

---

Name of authorised representative  
(please print)



## Schedule 6

### Future Flight Credits Policy

<b>C u s t o m e r s e l i g i b l e t o r e c e i v e a F u t u r e F l i g h t C r e d i t ( F F C )</b>	<p>Customers with claims for refunds or other monetary compensation (being the person who made the relevant booking) for or in respect of the following:</p> <ul style="list-style-type: none"><li>– flights or holiday packages operated or sold by or on behalf of a Deed Company that were booked and paid for prior to the Appointment Date that have been cancelled, where that customer is entitled (whether under the terms of the relevant policy or as a result of a direct communication to that creditor by or on behalf of a Deed Company), immediately prior to Completion, to a Conditional Credit;</li><li>– flights or holiday packages operated or sold by or on behalf of a Deed Company that were booked and paid for prior to the Appointment Date and which are cancelled during the Deed Period or after Completion;</li><li>– flights or holiday packages operated or sold by or on behalf of a Deed Company that were booked and paid for prior to the Appointment Date which were cancelled prior to the Appointment Date and in respect of which the relevant customer had, prior to the Appointment Date, been issued with a travel credit in accordance with the relevant Deed Company's terms and conditions applicable as at the date such credit was issued;</li><li>– expenses incurred in connection with a delayed or cancelled flight or holiday package operated or sold by or on behalf of a Deed Company which was booked prior to the Appointment Date, or ancillary services paid for in connection with a delayed or cancelled flight or holiday package operated or sold by or on behalf of a Deed Company which was booked prior to the Appointment Date, where that customer is entitled (whether under the terms of the relevant policy or as a result of a direct communication to that customer by or on behalf of a Deed Company), immediately prior to Completion, to a Conditional Credit;</li><li>– service-related incidents arising in connection with a flight or holiday package operated or sold by or on behalf of a Deed Company, which was booked prior to the Appointment Date, where that customer is entitled (whether under the terms of the relevant policy or as a result of a direct communication to that customer by or on behalf of a Deed Company), immediately prior to Completion, to a Conditional Credit;</li><li>– deposits paid to, and held by, a Deed Company prior to the Appointment Date in respect of a group booking for flights operated or sold by or on behalf of a Deed Company which have been cancelled, or are cancelled in the future.</li></ul>
<b>S e r v i c e s f o r w h i c h a n F F C c a n b e u s e d</b>	<ul style="list-style-type: none"><li>– Flights operated by Virgin Australia Group companies (no codeshare or third party airline flights)</li><li>– Virgin Australia flight ancillaries</li></ul>
<b>V a l i d i t y</b>	<ul style="list-style-type: none"><li>– Travel must be booked by 31 July 2022 unless extended by</li></ul>



	<p>Virgin Australia</p> <ul style="list-style-type: none"> <li>– Travel must be completed by 30 June 2023</li> <li>– Any remaining credit where travel has not been booked by 31 July 2022 will be forfeited</li> </ul>
<b>Value of FFC</b>	<ul style="list-style-type: none"> <li>– If the customer was, prior to Completion, entitled to a Conditional Credit, the value of that Conditional Credit;</li> <li>– If, prior to Completion, the customer had a travel credit from a Deed Company that was issued prior to the Appointment Date, the value of that travel credit;</li> <li>– For customers with flight bookings made prior to the Appointment Date where cancellation has not yet occurred, the value of the unused portion of the ticket and any Virgin Australia flight ancillaries (less any non-refundable fees and taxes paid for by the customer at the time the original booking was made);</li> <li>– For customers with holiday package bookings made prior to the Appointment Date where cancellation has not yet occurred, the value of the unused portion of the holiday package (less any non-refundable fees and taxes paid for by the customer at the time the original booking was made and less any cancellation fees charged by a third-party supplier);</li> <li>– For customers with deposits paid to, and held by, a Deed Company prior to the Appointment Date in respect of a group booking for flights, the value of the deposit held.</li> </ul>
<b>Who can use the FFC</b>	<ul style="list-style-type: none"> <li>– Bookings can be made by the person to whom the FFC is issued, being the customer who made the original booking that made the customer eligible to receive the FFC.</li> </ul>
<b>Use of FFC</b>	<ul style="list-style-type: none"> <li>– <b>Direct bookings:</b> Can be used by contacting Virgin Australia to make a booking</li> <li>– <b>Indirect bookings:</b> Can be used by contacting the travel agent with whom the initial booking was made</li> <li>– <b>All bookings:</b></li> <li>– The use of an FFC will be subject to terms and conditions applying to FFCs.</li> </ul> <p>These include but will not be limited to:</p> <ul style="list-style-type: none"> <li>– The availability of seats in the restricted fare class reserved for FFCs (note the exception for Group bookings as per below)</li> <li>– FFCs will be able to be used to book Economy and Business class (depending on the value of the FFC)</li> <li>– If an FFC is used to purchase a fare which is higher in value than the value of the FFC, the fare difference will be payable by the customer at the time of booking. In this instance, the total value paid for the new fare would be refunded to an FFC only in the event the future flight is cancelled</li> <li>– Changes to a booking made using an FFC will be permitted in accordance with the fare rules for that booking, which may require the customer to pay a fee for the change</li> <li>– An FFC cannot be used to make a booking in conjunction with Velocity Frequent Flyer Points or travel credits (whether FFCs or other forms of travel credits) of another person</li> <li>– An FFC cannot be used to make a booking in conjunction with</li> </ul>



	other forms of travel credits
<b>Bookings made using an FFC</b>	<ul style="list-style-type: none"><li>– Where a flight is booked using an FFC and that flight is either (1) cancelled by the airline and the airline is not able to provide an alternative flight; or (2) cancelled by the customer and the customer would ordinarily be permitted to receive a credit or a refund under the fare rules applicable to their booking, the customer will only be entitled to receive an FFC (cash refunds or other forms of travel credits will not be provided under these terms).</li><li>– The new FFC will be issued with the same value as the cancelled booking, less any cancellation fees payable under the fare rules applicable to that booking and/or non-refundable fees and taxes paid for by the customer at the time the previous booking was made.</li></ul>
<b>Group Bookings</b>	<ul style="list-style-type: none"><li>– Where an FFC is used to make a Group booking, the booking will be made in the restrictive booking class currently available for Group bookings. All other terms and conditions applicable to FFCs will apply to the booking.</li><li>– Virgin Australia's current Group booking terms and conditions will apply to the booking other than in respect of refundability.</li><li>– Where a flight is booked using an FFC and that flight is either (1) cancelled by the airline and the airline is not able to provide an alternative flight; or (2) cancelled by the Group customer and the Group customer would ordinarily be permitted to receive a credit or a refund under the fare rules applicable to their booking, the customer will only be entitled to receive an FFC (cash refunds or other forms of travel credits will not be provided under these terms).</li></ul>



## Schedule 7

### Excluded Contracts

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Attached.

## Part 1

Number	Division	Stream	Supplier	Virgin Australia Parties	Contract	Date
10	Aircraft Operations	Supply	Boeing Training & Flight Services Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Simulator Maintenance Agreement	14/10/2014
18	Aircraft Operations	Supply	D.C. Tritton PTY LTD ACN 010 785 663 as trustee for the D C Tritton Family Trust trading as Defensive Tactics	Virgin Australia Airlines Pty Ltd	Services Agreement for Security Training for Cabin and Flight Crew	8/01/2015
28	Aircraft Operations	Supply	IPAR Rehabilitation Pty Ltd	Virgin Australia Airlines Pty Ltd	Services Agreement for Manual Handling Training	1/07/2019
30	Aircraft Operations	Supply	Pelesys Learning Systems Inc	Virgin Australia Airlines Pty Ltd	Distributive Training Management and Licensing Agreement Amendment	1/06/2019
149	IT	Supply	15 Below Ltd	Virgin Australia Airlines Pty Ltd	Terms and Conditions for the Provision of Software and Services 2015	1/02/2016
150	IT	Supply	4Impact Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement and SOWs 40 and 41	27/03/2018
153	IT	Supply	Absolute Data Group Pty Ltd	Virgin Australia Airlines Pty Ltd	R4i CSDB Server Maintenance	1/07/2020
155	IT	Supply	Akamai Technologies Netherlands B.V.	Virgin Australia Airlines Pty Ltd	Network Protection Services - Contract Agreement Sheet	27/02/2012
156	IT	Supply	Amadeus IT Group, S.A.	Virgin Australia Airlines Pty Ltd	Software Licence Agreement	11/01/2013

158	VARA	VARA	Vedaleon Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	Software Licence Agreement for the Supply, Implementation and Maintenance of a Charter Flight Booking Portal for Virgin Australia Regional Airlines (VARA)	10/06/2015
161	IT	Supply	Amazon Web Services Inc.	Virgin Australia Airlines Pty Ltd	AWS Enterprise Agreement	15/11/2016
165	IT	Supply	ARINC Inc	Virgin Australia Airlines Pty Ltd	Service Agreement, Service Supplements and addendums,	17/02/2009
173	CSD	Supply	TMA Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Product and Services Agreement for supply of printed materials.	8/03/2017
193	CSD	Supply	PT Jasa Angkasa Semesta TBK	Virgin Australia Airlines Pty Ltd	Standard Ground Handling Agreement (SGHA) - Simplified Procedure Annex B1.2 (January 2008) for I Gusti Ngurah Rai International Airport Denpasar (DPS)	1/07/2018
200	CSD	Supply	Christmas Island Removals Pty Ltd	Virgin Australia Airlines Pty Ltd	Standard Ground Handling Agreement (SGHA)- Simplified Procedure Annex B (January 2008) - Christmas Island Airport (XCH) and Cocos Island Airport (CCK)	1/01/2018
271	IT	Supply	Techjam Pty Ltd	Virgin Australia Airlines Pty Ltd	Statement of Works for Precision Turnaround Report	8/03/2012
322	IT	Supply	BOQ Finance (Aust) Ltd	Virgin Australia Airlines Pty Ltd	Master Rental Agreement and Rental Schedules	18/12/2017
861	People	Supply	Qualtrics LLC	Virgin Australia Airlines Pty Ltd	Service Order - EX3 Advanced in accordance with the Master Services Agreement	30/05/2019
864	People	Supply	LinkedIn Singapore Pte Ltd	Virgin Australia Airlines Pty Ltd	LinkedIn Contract #CS7233751-20	24/07/2020



933	VARA	VARA	Aero Capital Solutions, Inc.	Virgin Australia Regional Airlines Pty Ltd	Aircraft Engine Lease Agreement, as extended by the Third Amendment to Aircraft Engine Lease	16/05/18  (Third Amendment : 11/05/2020)
938	VARA	VARA	Goodrich Control Systems Ltd	Virgin Australia Regional Airlines Pty Ltd	TAY ENGINE ACCESSORIES - FIXED PRICING MG-20190002	7/01/2020
952	VARA	VARA	Aviation Training Australasia Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Agreement for the Provision of Flight Simulation Services by Ansett Aviation Training	24/05/2018
969	VARA	VARA	Christmas Island Removals Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Standard Ground Handling Agreement	1/01/2018
1022	VARA	VARA	Vedaleon Technologies Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Web Check-in Agreement	1/09/2009
1023	VARA	VARA	Alleasing Pty Limited	Virgin Australia Regional Airlines Pty Ltd	Master Rental Agreement and Rental Schedule E2R0158827	23/10/2015
1038	VARA	VARA	BOQ Finance (Aust) Ltd	Virgin Australia Airlines Pty Ltd	Rental Schedule	1/10/2018
1069	VARA	VARA	International Safety Systems Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Software Licence and Services Agreement	3/06/2011
1077	VARA	VARA	Fleetplus Pty Ltd	Virgin Australia Airlines Pty Ltd	Vehicle Fleet Management Service Level Agreement	27/09/2012
1089	VARA	VARA	Aerobytes Ltd	Virgin Australia Regional Airlines Pty Ltd	Licence Agreement between Aerobytes Ltd and Virgin Australia Regional Airlines	24/06/2014
1099	VARA	VARA	Fleet Aeronautics Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Services Agreement for Load Control App	1/07/2019
1101	VARA	VARA	Avinet Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Software Licence and Support Agreement (Seventh Licence Term)	7/01/2020

1241	Marketing	Supply	Powerinbox, Inc.	Virgin Australia Airlines Pty Ltd	PowerInbox Publisher Agreement	14/10/2019
1244	Marketing	Supply	Google Inc.	Virgin Australia Airlines Pty Ltd	Data License and Use Agreement	18/06/2013
1283	Marketing	Supply	Potentiate Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Subscription and Variation Agreements	8/11/2017
1284	Marketing	Supply	Qualtrics LLC	Virgin Australia Airlines Pty Ltd	Master Services Agreement, including all Service Orders under the Master Services Agreement	30/09/2018
1286	Marketing	Supply	Productsup Pty Ltd	Virgin Australia Airlines Pty Ltd	Licence Agreement	27/08/2019
1289	Marketing	Supply	Kayak Software Corporation	Virgin Australia Airlines Pty Ltd	Kayak Insertion Order #IO22229	4/08/2016
1290	Marketing	Supply	Skyscanner Private Ltd	Virgin Australia Airlines Pty Ltd	Order Form	1/03/2018
1294	Marketing	Supply	Twtrland Ltd	Virgin Australia Airlines Pty Ltd	Klear Services: Enterprise Small Subscription	11/11/2019
1295	Marketing	Supply	Stackla Pty Ltd	Virgin Australia Airlines Pty Ltd	Order Form SO-16525	1/11/2019
1296	Marketing	Supply	Telum Media Pty Ltd	Virgin Australia Airlines Pty Ltd	Media Database and Media Knowledge Management system	1/08/2017
1297	Marketing	Supply	Mediadverse Pty Ltd	Virgin Australia Airlines Pty Ltd	Media Analysis Service Client Agreement	1/07/2019
1302	Marketing	Supply	Media Monitors Pty Ltd	Virgin Australia Airlines Pty Ltd	Client Service Order	17/11/2011
1309	Marketing	Supply	Nuvi LLC	Virgin Australia Airlines Pty Ltd	Sales Order	15/01/2020
1310	Marketing	Supply	Versaic, Inc.	Virgin Australia Airlines Pty Ltd	Versaic Usage Agreement	13/09/2012

1322	Marketing	Supply	Tourism Events Queensland	Virgin Australia Airlines Pty Ltd	Co-operative Marketing Agreement Brisbane to Whitsunday Coast (PPP)	2/11/2018
1326	Marketing	Supply	The Matcha Group Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement for Digital Marketing Technical Services	11/10/2018
1359	Facilities	Supply	Recall Information Management Pty Ltd	Virgin Australia Airlines Pty Ltd	Service Agreement	1/11/2008
1367	Facilities	Supply	Staples Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Products and Services Agreement for Office Products	1/03/2017
1406	IT	Supply	Progility Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Service Agreement and Amendment AND Restatement Deed no 2	31/10/2019
1457	Property Leases	Supply	Alice Springs Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Terminal Building Sublease	27/03/2015
1469	Property Leases	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Lease	27/07/2013
1471	Property Leases	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Sub-lease of the Property (3 Melia St, Brisbane Airport) between VAA and Brisbane Airport Corporation Pty Limited ACN 076 870 650 dated 28 April 2003	28/03/2003
1484	Property Leases	Supply	Darwin International Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Terminal Building Sublease	23/03/2018
1491	Property Leases	Supply	Hobart International Airport Pty Ltd	Virgin Australia Cargo Pty Ltd	Lease Proposal	23/09/2015
1505	Property Leases	VARA	Shire of Ashburton	Virgin Australia Regional Airlines Pty Ltd	Licence and Deed of Renewal	1/04/2015
1758	IT	Supply	Brock Solutions, Inc.	Virgin Australia Airlines Pty Ltd	Services Agreement for Baggage Reconciliation System	1/03/2016

1759	IT	Supply	CSC Corporation Domains, Inc.	Virgin Australia Airlines Pty Ltd	Thwate SSL Web Server Certificates	23/04/2020
1761	IT	Supply	DATA#3 Limited	Virgin Australia Airlines Pty Ltd	Head Agreement (For Hardware, Software & Services) Number D3HA-0507	8/09/2010
1771	IT	Supply	Dell Financial Services Pty Ltd	Virgin Australia Airlines Pty Ltd	Dell Financial Services Rental Schedule 009-0147080-001	1/03/2020
1772	IT	Supply	Dell Financial Services Pty Ltd	Virgin Australia Airlines Pty Ltd	Dell Master Rental Agreement and Dell Financial Services Rental Schedule 009-0147080-003	3/07/2017
1777	IT	Supply	E&E IT Solutions	Virgin Australia Airlines Pty Ltd	VA-19-EEVN0280_01AUG20-31Jan21	1/08/2020
1781	IT	Supply	Indian Ocean Territories Telecom Pty Ltd	Virgin Australia Airlines Pty Ltd	Enterprise Monthly Internet	1/07/2017
1782	IT	Supply	Informatica Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Support and Maintenance Renewal 00111862	19/06/2020
1783	IT	Supply	Infoview Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement for TEMS	1/04/2019
1786	IT	Supply	Megaport Limited	Virgin Australia Airlines Pty Ltd	Global Services Agreement and Service Orders	10/02/2017
1788	IT	Supply	Microsoft Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement ref U7302156 Microsoft Enterprises Services Work Order Agreement Number E8978716 x20-12519 21/12/2018 Product Selection Form x20-12823 21/12/2018 Server and Cloud Enrolment 21/12/2018	7/04/2004

1790	IT	Supply	MongoDB Ltd	Virgin Australia Airlines Pty Ltd	Q-26138-2 – Subscription MongoDB Atlas Pro Package	1/08/2020
1801	IT	Supply	Optus Networks Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Network Services Agreement and all current Contract Variations	11/03/2013
1808	IT	Supply	Oracle Corporation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Oracle Master Agreement	31/03/2013
1810	IT	Supply	Pros, Inc.	Virgin Australia Airlines Pty Ltd	Subscription and Services Agreement and associated orders (30/12/2019)	30/12/2019
1812	IT	Supply	Rivium Pty Ltd	Virgin Australia Airlines Pty Ltd	Splunk 175GB Perpetual Support Renewal 12 months	1/08/2020
1813	IT	Supply	Sabre GBLB, Inc.	Virgin Australia Airlines Pty Ltd	Framework Agreement	1/08/2017
1814	IT	Supply	Prism Group, Inc.	Virgin Australia Airlines Pty Ltd	Software Licence Agreement and Renewal Agreement	11/01/2013
1818	IT	Supply	Satcom Global Ltd	Virgin Australia Airlines Pty Ltd	Multi Service Agreement	11/10/2017
1819	IT	Supply	Schneider Electric (Australia) Pty Ltd	Virgin Australia Airlines Pty Ltd	It Services Agreement for Schneider Electric UPS	19/12/2019
1820	IT	Supply	Seertech Solutions Pty Ltd	Virgin Australia Airlines Pty Ltd	iLearning Services Agreement	25/02/2009
1821	IT	Supply	SITA Information Networking Computing B.V	Virgin Australia Airlines Pty Ltd	Airport Solution Line Service Agreement (Perth)	19/11/2015
1823	IT	Supply	SITA Information Networking Computing USA Inc	Virgin Australia Airlines Pty Ltd	Airport Solution Line Service Agreement	12/06/2017
1824	IT	Supply	SITA on Air SwitzerlandSarl	Virgin Australia Airlines Pty Ltd	Aircraft Communication Services Agreement for Crewtab	14/07/2016

1825	IT	Supply	SITA SC	Virgin Australia Airlines Pty Ltd	Framework Agreement for the Provision of Telecommunications Services	17/07/2007
1826	IT	Supply	Spark New Zealand Trading Ltd	Virgin Australia Airlines Pty Ltd	Sparks General Terms and Current Service Schedules	15/10/2019
1827	IT	Supply	Talent International (NSW) Pty Ltd	Virgin Australia Airlines Pty Ltd	VA17-TAVN0329_01AUG20-31Jan21	1/08/2020
1834	IT	Supply	Tealium, Inc.	Virgin Australia Airlines Pty Ltd	Tealium Service Order	27/01/2020
1851	IT	Supply	Vodafone Pty Ltd	Virgin Australia Airlines Pty Ltd	Enterprise Mobility Management Agreement	1/07/2016
1855	IT	Supply	Rockwell Collins UK Ltd	Virgin Australia Airlines Pty Ltd	Subscription Contract and Software Licence Agreement	26/06/2015
1858	IT	Supply	NetDocuments Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	NetDocuments Online Master Service Agreement	26/04/2017
1859	IT	Supply	Pelesys Learning Systems Inc	Virgin Australia Airlines Pty Ltd	Distributive Training Management, Courseware, Licensing and Training Services Agreement	10/10/2013
1861	IT	Supply	Whispir Ltd	Virgin Australia Airlines Pty Ltd	Whispir Application Form and Terms and Conditions of use	20/06/2016
1862	IT	Supply	Xakia Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	Xakia Terms of Use for Virgin Australia	10/04/2017
1863	IT	Supply	Galor Systems & Software Development Ltd	Virgin Australia Airlines Pty Ltd	Software License Agreement	11/08/2008
1989	CCO	TT	Elephants Can Dance Pty Ltd	Tiger Airways Australia Pty Ltd	Master Services Agreement for ICT Services	18/06/2018
1992	CCO	Supply	Jitterbit, Inc.	Virgin Australia Airlines Pty Ltd	Jitterbit Master Subscription Agreement	15/11/2019

1997	CCO	Supply	Aviation Services (Ireland) Limited	Virgin Australia Airlines Pty Ltd	Revenue Services Agreement	1/06/2018
2000	CCO	Supply	Payment Express Australia Pty Limited	Virgin Australia Airlines Pty Ltd	Agreement for Payment Express	8/08/2017
2006	CCO	Supply	Usabilla Pty Ltd	Virgin Australia Airlines Pty Ltd	Enterprise Contract	10/08/2018
2012	CCO	Supply	Plusgrade L.P. / Plusgrade S.E.C represented by Plusgrade Management GP INC.	Virgin Australia Airlines Pty Ltd	Agreement	1/07/2018
2015	CCO	Supply	ETRAWLER (Company No: 93433 (Eire)) (CarTrawler)	Virgin Australia Airlines Pty Ltd	Services Agreement	28/10/2013
2022	CCO	Supply	Reed Business Information Limited	Virgin Australia Airlines Pty Ltd	Order Agreement	1/12/2019
2043	CCO	Supply	DocuSign, Inc.	Virgin Australia Airlines Pty Ltd	Order Form #Q-00413201	14/02/2020
2044	CCO	Supply	LLC DBA Conga	Virgin Australia Airlines Pty Ltd	Order Form	29/01/2020
2048	CCO	Supply	Sabre Travel International Limited	Virgin Australia Airlines Pty Ltd	Travel Marketing Agreement	1/07/2015
2049	CCO	Supply	Travelport Worldwide Ltd	Virgin Australia Airlines Pty Ltd	Travelport International Global Airline Distribution Agreement	11/01/2013
2051	CCO	Supply	Abacus International Pte Ltd	Virgin Australia Airlines Pty Ltd	Abacus Airline Participation Agreement	1/11/2012
2052	CCO	Supply	TravelSky Technology Limited	Virgin Australia Airlines Pty Ltd	Participating Carrier Agreement	5/06/2017
2053	CCO	Supply	Infini Travel Information Inc.	Virgin Australia Airlines Pty Ltd	Infini Participating Carrier Agreement	18/04/2013

2183	Safety	Supply	Institutes for Behavior Resources, Inc.	Virgin Australia Airlines Pty Ltd	Schedule B Statement of Work #2	11/01/2017
2194	Safety	Supply	McInnes Wilson Lawyers Pty Ltd	Virgin Australia Airlines Pty Ltd	Legal Panel Service Agreement	1/09/2016
2224	Safety	Supply	Springday Pty Ltd	Virgin Australia Airlines Pty Ltd	Platform Agreement for Employee Wellbeing and Engagement Technology Platform	12/02/2018
2233	Safety	Supply	TELEDYNE PTY LTD	Virgin Australia Airlines Pty Ltd	Teledyne Wireless Groundlink® Communication Manager (WGCM) Software Licence Agreement	5/12/2013
2252	Cargo	Supply	Air Rarotonga Limited	Virgin Australia Cargo Pty Ltd	Cargo Handling Agreement - Rarotonga	1/10/2015
2253	Cargo	Supply	Air Terminal Services Fiji Ltd	Virgin Australia Cargo Pty Ltd	Cargo Handling Agreement - Fiji	1/10/2015
2254	Cargo	Supply	Air Terminal Services (Tonga) Limited	Virgin Australia Cargo Pty Ltd	Cargo Handling Agreement - Tonga	1/10/2015
2255	Cargo	Supply	Airlines of Papua New Guinea Limited	Virgin Australia Cargo Pty Ltd	Cargo Handling Agreement - PNG	1/10/2015
2280	Cargo	Supply	PT Jasa Angkasa Semesta TBK	Virgin Australia Cargo Pty Ltd	Cargo Handling Agreement - DPS	1/10/2015
2282	Cargo	Supply	The Bailey Family Trust	Virgin Australia Airlines Pty Ltd	AHM 830 Ground Handling Charge Note	1/07/2020
2290	Cargo	Supply	Northwest Air Freight Discretionary Trust	Virgin Australia Cargo Pty Ltd	Cargo Terminal Services Agreement	25/09/2018
2300	Cargo	Supply	Polynesian Limited	Virgin Australia Cargo Pty Ltd	Cargo Handling Agreement - APW	1/10/2015
2303	Cargo	Supply	Solomon Airlines Limited	Virgin Australia Cargo Pty Ltd	Cargo Handling Agreement - HIR	1/10/2015



2316	Engineering	Supply	Air New Zealand Limited	Virgin Australia Airlines Pty Ltd	Agreement for the Supply of Maintenance and Engineering Services (CHC)	21/12/2012
2318	Engineering	Supply	Air New Zealand Limited	Virgin Australia Airlines Pty Ltd	Agreement for the Supply of ATR72 Maintenance and Engineering Services	1/03/2016
3178	IT	Supply	Airlogica Corporation	Virgin Australia Airlines Pty Ltd	Outsourcing Agreement	1/01/2018
3181	IT	Supply	Google Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Order form for Apigee Products and Services	1/12/2019
3182	IT	Supply	APNIC Pty Ltd	Virgin Australia Airlines Pty Ltd	Annual Membership terms and conditions	1/03/2020
3183	IT	Supply	AppExtremes LLC DBA Conga	Virgin Australia Airlines Pty Ltd	Conga Composer Business Edition	1/02/2020
3184	IT	Supply	Aquion Pty Ltd	Virgin Australia Airlines Pty Ltd	SYDSQ-N0114562 - Globalscape renewal	24/07/2017
3185	IT	Supply	SAP Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Subscription Agreement April 15, 2012 and Renewal Order Form for SAP Cloud Services	4/10/2012
3187	IT	Supply	Beyond Binary Pty Ltd	Virgin Australia Airlines Pty Ltd	Consultancy Services Agreement	1/05/2019
3189	IT	Supply	Bloomberg Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	All International (BTAX05) Premier Intl Library User Licence	19/06/2020
3191	IT	Supply	Broadcom Ca Singapore Pte Ltd	Virgin Australia Airlines Pty Ltd	Email Safeguard Cloud Services Subscription	1/02/2020
3193	IT	Supply	Canberra Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Communications Duct Licence Agreement	21/10/2016
3196	CCO	Revenue & Alliances	Etrawler Company Number 93433	Virgin Australia Airlines Pty Ltd & ors	CarTrawler Agreement_28102013	28/10/2013

3201	IT	Supply	CLD Consulting Limited	Virgin Australia Airlines Pty Ltd	Paxin Licence Agreement	16/04/2010
3204	IT	Supply	Colab Consulting Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement for Software and Services	28/03/2018
3208	IT	Supply	Cortell Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Support Agreement	6/07/2015
3212	IT	Supply	Datco Media LLC	Virgin Australia Airlines Pty Ltd	Datco Media Master Software License Support and Services Agreement	1/01/2018
3217	IT	Supply	Ecrion Software, Inc.	Virgin Australia Airlines Pty Ltd	Extended Support and XF Designer	3/08/2020
3220	IT	Supply	Enablo Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement	11/12/2019
3222	IT	Supply	Experian Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Agreement for the Provision of Experian Data Quality Services and SoW 2	6/09/2018
3226	IT	Supply	GE Flight Efficiency Services Inc and Naverus Inc	Virgin Australia Airlines Pty Ltd	Services Contract	19/04/2018
3228	IT	Supply	Marks Systems, Inc.	Virgin Australia Airlines Pty Ltd	Data Licence and Order Form Packet	1/09/2014
3234	IT	Supply	Information Engineering Group Incorporated	Virgin Australia Airlines Pty Ltd	Software License Purchase and Support Agreement	9/02/2012
3235	IT	Supply	Infare Solutions A/S	Virgin Australia Airlines Pty Ltd	Infare Knowledge Subscription Form	1/10/2013
3236	IT	Supply	Inform GmbH	Virgin Australia Airlines Pty Ltd	Master Agreement for IT Procurements	30/08/2013
3237	IT	Supply	Integral Technology Solutions Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement for ICT Consulting Services	5/11/2019
3239	IT	Supply	Intelix Technologies Inc.	Virgin Australia Airlines Pty Ltd	Intelix Software License Agreement	30/09/2013

3242	IT	Supply	IRD Group Pty Ltd	Virgin Australia Airlines Pty Ltd	Prospector Plan 12 Month Subscription	11/08/2019
3244	IT	Supply	iSeek Communications Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement	25/02/2010
3246	IT	Supply	Twtrland Ltd	Virgin Australia Airlines Pty Ltd	Subscription Order Confirmation	30/10/2019
3249	IT	Supply	LocusLabs, Inc.	Virgin Australia Airlines Pty Ltd	Software Licence and Support Agreement	12/07/2018
3251	IT	Supply	Loop Secure	Virgin Australia Airlines Pty Ltd	Crowdstrike Licences	30/11/2019
3263	IT	Supply	Prism Group, Inc.	Virgin Australia Airlines Pty Ltd	Software Licence Agreement	1/03/2015
3265	IT	Supply	QlikTech International AB	Virgin Australia Airlines Pty Ltd	Maintenance Schedule	1/06/2020
3268	IT	Supply	Rolls Royce Controls and Data Services (NZ) Limited	Virgin Australia Airlines Pty Ltd	Licence to AQD	1/02/2020
3269	IT	Supply	Callidus Software Inc	Virgin Australia Airlines Pty Ltd	Callidus Cloud On-Demand Services Subscription Agreement	14/12/2018
3270	IT	Supply	SAS Institute Australia Pty Limited	Virgin Australia Airlines Pty Ltd	Master Services Agreement and all current supplements executed by the parties	31/03/2008
3271	IT	Supply	Salesforce Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Subscription Agreement and All Current Orders	26/05/2011
3272	IT	Supply	Sharegate Group Inc	Virgin Australia Airlines Pty Ltd	Licence for Nintex	1/08/2017
3273	IT	Supply	Siemens Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement for the Provision of Access Control Services	1/10/2019
3277	IT	Supply	Techjam Pty Ltd	Virgin Australia Airlines Pty Ltd	Statement of Works for Skywest Comms	23/08/2011

						System
3279	IT	Supply	Telecommunications Industry Ombudsman Ltd	Virgin Australia Airlines Pty Ltd	Membership	1/07/2020
3281	IT	Supply	Telstra Corporation Ltd	Virgin Australia Airlines Pty Ltd	Business Services Agreement and current SFOAs	9/12/2016
3283	IT	Supply	TPG Telecom Ltd	Virgin Australia Airlines Pty Ltd	SalesOrders CA14052372	19/08/2020
3287	IT	Supply	Trendwatching.com Asia Pacific PTE Ltd	Virgin Australia Airlines Pty Ltd	TrendWatching Subscription	1/01/2020
3293	IT	Supply	Versadev Software Solutions Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement for versaSRS Case Management System	20/06/2018
3295	IT	Supply	Vision Critical Communications Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Subscription Agreement	14/11/2017
3297	IT	Supply	Vocus Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Vocus Service Order	29/06/2020
3299	IT	Supply	xtramedia.net Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement for Delivery and Support of the ASIC system	4/09/2019
3365	Aircraft Operations	Supply	Qantas Airways Limited	Virgin Australia Regional Airlines Pty Ltd	Training Agreement Number FT100281	1/04/2019
3374	CCO	Supply	ITA Software Technologies Limited	Virgin Australia Holdings Limited	Availability Data License Agreement	1/09/2016
3376	Revenue	Revenue & Alliances	AIRBUS AUSTRALIA PACIFIC LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2017
3377	Revenue	Revenue & Alliances	DELAWARE NORTH COMPANIES AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018

3378	Revenue	Revenue & Alliances	DRAEGER AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2017
3379	Revenue	Revenue & Alliances	EMECO INTERNATIONAL PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018
3380	Revenue	Revenue & Alliances	HANSON AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018
3381	Revenue	Revenue & Alliances	MMA OFFSHORE LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018
3382	Revenue	Revenue & Alliances	RIVET MINING SERVICES WEST	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018
3383	Revenue	Revenue & Alliances	THE STAR ENTERTAINMENT GROUP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2017
3384	Revenue	Revenue & Alliances	ALTURA MINING LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3385	Revenue	Revenue & Alliances	BUILT PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3386	Revenue	Revenue & Alliances	CAPE AUSTRALIA ONSHORE PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3387	Revenue	Revenue & Alliances	CARDNO HOLDINGS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2017
3389	Revenue	Revenue & Alliances	NUFARM AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2017
3390	Revenue	Revenue & Alliances	PARTNERS IN PERFORMANCE - APAC - AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2018

3391	Revenue	Revenue & Alliances	SCOPE GLOBAL PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2017
3392	Revenue	Revenue & Alliances	SUPER RETAIL GROUP SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2017
3393	Revenue	Revenue & Alliances	TECHNOLOGY ONE LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2017
3394	Revenue	Revenue & Alliances	VEOLIA ENVIRONMENTAL SERVICES (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3395	Revenue	Revenue & Alliances	WORLEY SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3396	Revenue	Revenue & Alliances	ALCEON GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3397	Revenue	Revenue & Alliances	AUSTRALIAN BASEBALL LEAGUE PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3398	Revenue	Revenue & Alliances	BECHTEL AUSTRALIA PROPRIETARY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2017
3399	Revenue	Revenue & Alliances	BMW AUSTRALIA LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2017
3400	Revenue	Revenue & Alliances	CAPRICORN METALS LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2018
3401	Revenue	Revenue & Alliances	FTV BUSINESS SERVICES	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2017
3402	Revenue	Revenue & Alliances	INTERNATIONAL SOS (AUSTRALASIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2018

3403	Revenue	Revenue & Alliances	JACOBS GROUP (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2017
3404	Revenue	Revenue & Alliances	NEWS PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3405	Revenue	Revenue & Alliances	PEABODY ENERGY AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2018
3406	Revenue	Revenue & Alliances	PHOSPHATE RESOURCES LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2018
3407	Revenue	Revenue & Alliances	PRICEWATERHOUSECOOPERS (PWC)	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3408	Revenue	Revenue & Alliances	RNC HOLDINGS AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3409	Revenue	Revenue & Alliances	SGS AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3410	Revenue	Revenue & Alliances	TABCORP HOLDINGS LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2018
3411	Revenue	Revenue & Alliances	THYSSENKRUPP ELEVATOR AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3412	Revenue	Revenue & Alliances	VERTECH GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3413	Revenue	Revenue & Alliances	ABB AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019
3414	Revenue	Revenue & Alliances	ATLAS IRON LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2017
3415	Revenue	Revenue & Alliances	AUSTRALIAN ENERGY MARKET OPERATOR	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018

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3416	Revenue	Revenue & Alliances	BLACKMORES LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3417	Revenue	Revenue & Alliances	COVER-MORE INSURANCE SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2018
3418	Revenue	Revenue & Alliances	DOF SUBSEA AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3419	Revenue	Revenue & Alliances	FLSMIDTH PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2017
3420	Revenue	Revenue & Alliances	FRASERS PROPERTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2017
3421	Revenue	Revenue & Alliances	FREMANTLEMEDIA AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2018
3422	Revenue	Revenue & Alliances	GF SERVICES COMPANY PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2017
3423	Revenue	Revenue & Alliances	GSM (OPERATIONS) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018
3424	Revenue	Revenue & Alliances	INCITEC PIVOT LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2017
3425	Revenue	Revenue & Alliances	MINERAL RESOURCES LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2017
3426	Revenue	Revenue & Alliances	NRW CONTRACTING PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3427	Revenue	Revenue & Alliances	ORICA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018



3428	Revenue	Revenue & Alliances	PANTORO LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018
3429	Revenue	Revenue & Alliances	SILVER LAKE RESOURCES LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3430	Revenue	Revenue & Alliances	UBT MARKETING PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2016
3431	Revenue	Revenue & Alliances	VALMEC LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3432	Revenue	Revenue & Alliances	VINCI CONSTRUCTION AUSTRALASIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018
3433	Revenue	Revenue & Alliances	VIVA ENERGY AUSTRALIA LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2017
3434	Revenue	Revenue & Alliances	AGC AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3435	Revenue	Revenue & Alliances	ALLIANZ AUSTRALIA SERVICES PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2017
3436	Revenue	Revenue & Alliances	ARCHER CAPITAL PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3437	Revenue	Revenue & Alliances	BASF AUSTRALIA LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2017
3438	Revenue	Revenue & Alliances	BOART LONGYEAR AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3439	Revenue	Revenue & Alliances	BUSINESS FOR DOCTORS	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3440	Revenue	Revenue & Alliances	CBRE PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2017

3441	Revenue	Revenue & Alliances	CIMIC GROUP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2017
3442	Revenue	Revenue & Alliances	E&A LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2018
3443	Revenue	Revenue & Alliances	ERICSSON AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2017
3444	Revenue	Revenue & Alliances	IB OPERATIONS PTY LTD AS AGENTS FOR FMG MAGNETITE	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3445	Revenue	Revenue & Alliances	INPEX OPERATIONS AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3446	Revenue	Revenue & Alliances	L'OREAL AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2018
3447	Revenue	Revenue & Alliances	LUCAS DRILLING PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3448	Revenue	Revenue & Alliances	MACMAHON HOLDINGS LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3449	Revenue	Revenue & Alliances	PILBARA MINERALS LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3450	Revenue	Revenue & Alliances	REDPATH AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3451	Revenue	Revenue & Alliances	ROCHE PRODUCTS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2017
3452	Revenue	Revenue & Alliances	SEVEN NETWORK (OPERATIONS) LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2013
3453	Revenue	Revenue & Alliances	SIEMENS LTD.	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2017

3454	Revenue	Revenue & Alliances	SOUTHERN CROSS ELECTRICAL ENGINEERING LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3455	Revenue	Revenue & Alliances	ST BARBARA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2017
3457	Revenue	Revenue & Alliances	SWICK MINING SERVICES	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3458	Revenue	Revenue & Alliances	WESTGOLD RESOURCES LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3459	Revenue	Revenue & Alliances	AECOM AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2017
3460	Revenue	Revenue & Alliances	ANGLO AMERICAN METALLURGICAL COAL PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2018
3461	Revenue	Revenue & Alliances	ASTRAZENECA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2018
3462	Revenue	Revenue & Alliances	AWI (AUSTRALIAN WOOL INNOVATION LTD)	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3463	Revenue	Revenue & Alliances	BECA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2017
3464	Revenue	Revenue & Alliances	BHP GROUP OPERATIONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2016
3465	Revenue	Revenue & Alliances	BLOOMBERG L.P.	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2017
3466	Revenue	Revenue & Alliances	DOWNER EDI LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2018

3467	Revenue	Revenue & Alliances	ENERGYAUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3468	Revenue	Revenue & Alliances	KPMG AUSTRALIAN SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3469	Revenue	Revenue & Alliances	NATIONAL AUSTRALIA BANK LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2014
3470	Revenue	Revenue & Alliances	NOUS GROUP PTY. LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2017
3471	Revenue	Revenue & Alliances	PANORAMIC RESOURCES LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3472	Revenue	Revenue & Alliances	PENSKE TRANSPORTATION GROUP INTERNATIONAL PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2017
3473	Revenue	Revenue & Alliances	SAPUTO DAIRY AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2017
3474	Revenue	Revenue & Alliances	Royal Dutch Shell Plc	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2018
3475	Revenue	Revenue & Alliances	SPECSAVERS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3476	Revenue	Revenue & Alliances	ENDEMOL SHINE (AUST) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2018
3477	Revenue	Revenue & Alliances	JELD-WEN AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3478	Revenue	Revenue & Alliances	BMD CONSTRUCTIONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019

3479	Revenue	Revenue & Alliances	CATER CARE GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2018
3480	Revenue	Revenue & Alliances	COATES HIRE OPERATIONS PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2018
3481	Revenue	Revenue & Alliances	FUJI XEROX AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2018
3482	Revenue	Revenue & Alliances	INTERSYSTEMS AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3483	Revenue	Revenue & Alliances	MERCEDES-BENZ AUSTRALIA/PACIFIC PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2018
3484	Revenue	Revenue & Alliances	PHILIPS ELECTRONICS AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3485	Revenue	Revenue & Alliances	PINDAN GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3486	Revenue	Revenue & Alliances	RIO TINTO LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2018
3487	Revenue	Revenue & Alliances	SAP AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3488	Revenue	Revenue & Alliances	SERCO GROUP PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3489	Revenue	Revenue & Alliances	SIBELCO AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3490	Revenue	Revenue & Alliances	UNITED PETROLEUM PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2018

3491	Revenue	Revenue & Alliances	BOEHRINGER INGLEHEIM PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2018
3492	Revenue	Revenue & Alliances	BUREAU VERITAS AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2018
3493	Revenue	Revenue & Alliances	FUGRO AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3494	Revenue	Revenue & Alliances	INTERTEK AUSTRALIA HOLDINGS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3495	Revenue	Revenue & Alliances	SIMPLOT AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2018
3496	Revenue	Revenue & Alliances	CSL LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3497	Revenue	Revenue & Alliances	CUSHMAN & WAKEFIELD AGENCY PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3498	Revenue	Revenue & Alliances	DECMIL GROUP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3499	Revenue	Revenue & Alliances	J.P. MORGAN ADMINISTRATIVE SERVICES AUSTRALIA LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3500	Revenue	Revenue & Alliances	JADESTONE ENERGY (AUSTRALIA HOLDINGS) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3501	Revenue	Revenue & Alliances	ORORA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2017
3502	Revenue	Revenue & Alliances	UBS Group AG	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019

3503	Revenue	Revenue & Alliances	WILSON PARKING AUSTRALIA 1992 PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3504	Revenue	Revenue & Alliances	FORD MOTOR COMPANY OF AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3505	Revenue	Revenue & Alliances	JUST GROUP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3506	Revenue	Revenue & Alliances	NIKE AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3507	Revenue	Revenue & Alliances	SCHNEIDER ELECTRIC (AUSTRALIA) PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3508	Revenue	Revenue & Alliances	ALDI STORES (A LIMITED PARTNERSHIP)	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3509	Revenue	Revenue & Alliances	GLENCORE AUSTRALIA HOLDINGS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3510	Revenue	Revenue & Alliances	JD SPORTS FASHION AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3511	Revenue	Revenue & Alliances	JEMENA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3512	Revenue	Revenue & Alliances	NEWCREST MINING LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2017
3513	Revenue	Revenue & Alliances	WHITTENS PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3514	Revenue	Revenue & Alliances	AMCOR FLEXIBLES (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018

3515	Revenue	Revenue & Alliances	BOOM LOGISTICS LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3516	Revenue	Revenue & Alliances	CNH INDUSTRIAL Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018
3517	Revenue	Revenue & Alliances	DISCOVERY HOLIDAY PARKS PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018
3518	Revenue	Revenue & Alliances	THE TRUSTEE FOR HILLSONG INTERNATIONAL	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3519	Revenue	Revenue & Alliances	AUSTRALIAN UNITY GROUP SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3520	Revenue	Revenue & Alliances	CIVMEC CONSTRUCTION & ENGINEERING PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3521	Revenue	Revenue & Alliances	FREO GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3522	Revenue	Revenue & Alliances	INTEGRATED CLINICAL ONCOLOGY NETWORK PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3523	Revenue	Revenue & Alliances	JBS AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3524	Revenue	Revenue & Alliances	VISY INDUSTRIES AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2016
3525	Revenue	Revenue & Alliances	GEORGIU GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3526	Revenue	Revenue & Alliances	KERING AUSTRALIA Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019



3527	Revenue	Revenue & Alliances	PACIFIC NATIONAL EXECUTIVE SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3528	Revenue	Revenue & Alliances	RESMED LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2018
3529	Revenue	Revenue & Alliances	ARTHUR J. GALLAGHER & CO (AUS) LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018
3530	Revenue	Revenue & Alliances	BAE SYSTEMS AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018
3531	Revenue	Revenue & Alliances	IGO LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019
3532	Revenue	Revenue & Alliances	ONESTEEL TRADING PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018
3533	Revenue	Revenue & Alliances	ACCOLADE WINES AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3534	Revenue	Revenue & Alliances	NETBALL AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3535	Revenue	Revenue & Alliances	PALO ALTO NETWORKS (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3536	Revenue	Revenue & Alliances	QUEENSLAND RUGBY FOOTBALL LEAGUE LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3537	Revenue	Revenue & Alliances	SAGE AUTOMATION PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3538	Revenue	Revenue & Alliances	SANOFI-AVENTIS AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019

3540	Revenue	Revenue & Alliances	GOODYEAR & DUNLOP TYRES (AUST) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3541	Revenue	Revenue & Alliances	ANGLICAN SCHOOLS AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3542	Revenue	Revenue & Alliances	GYMNASTICS AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3543	Revenue	Revenue & Alliances	MADER CONTRACTING PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3544	Revenue	Revenue & Alliances	MCKINSEY PACIFIC RIM INC	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3545	Revenue	Revenue & Alliances	ORIGIN ENERGY SERVICES LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2017
3546	Revenue	Revenue & Alliances	BOUYGUES CONSTRUCTION AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3547	Revenue	Revenue & Alliances	FLETCHER BUILDING LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3548	Revenue	Revenue & Alliances	KAEFER INTEGRATED SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3549	Revenue	Revenue & Alliances	SKYCITY AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3550	Revenue	Revenue & Alliances	VALMONT AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3551	Revenue	Revenue & Alliances	VOLKSWAGEN GROUP AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3552	Revenue	Revenue & Alliances	WEATHERFORD AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020

3553	Revenue	Revenue & Alliances	NOVO RESOURCES CORP	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2020
3554	Revenue	Revenue & Alliances	RIDLEY CORPORATION LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2020
3555	Revenue	Revenue & Alliances	TOTAL AMS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2020
3556	Revenue	Revenue & Alliances	BAI COMMUNICATIONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3557	Revenue	Revenue & Alliances	CONOCOPHILLIPS AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3558	Revenue	Revenue & Alliances	ECOLAB PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3559	Revenue	Revenue & Alliances	GHD PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3560	Revenue	Revenue & Alliances	OMNICOM EUROPE LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2018
3561	Revenue	Revenue & Alliances	SONIC HEALTHCARE LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3562	Revenue	Revenue & Alliances	THE TRUSTEE FOR G & T SERVICE TRUST	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3563	Revenue	Revenue & Alliances	DBNGP (WA) NOMINEES PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3564	Revenue	Revenue & Alliances	ST HILLIERS PROPERTY PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019

3565	Revenue	Revenue & Alliances	THE TRUSTEE FOR SPOTLIGHT STORES TRADING TRUST	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3566	Revenue	Revenue & Alliances	ARCADIS AUSTRALIA PACIFIC PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3567	Revenue	Revenue & Alliances	BYRNECUT AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3568	Revenue	Revenue & Alliances	CLOUGH PROJECTS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3569	Revenue	Revenue & Alliances	COBHAM AVIATION SERVICES AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3570	Revenue	Revenue & Alliances	ENERMECH PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3571	Revenue	Revenue & Alliances	MIRVAC LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3572	Revenue	Revenue & Alliances	OPTUS ADMINISTRATION PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3573	Revenue	Revenue & Alliances	ROBERT BOSCH (AUSTRALIA) PROPRIETARY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3574	Revenue	Revenue & Alliances	SANDVIK AUSTRALIA HOLDINGS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3575	Revenue	Revenue & Alliances	TAL SERVICES LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3576	Revenue	Revenue & Alliances	ENSIGN AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019

3577	Revenue	Revenue & Alliances	CLAYTON UTZ	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3578	Revenue	Revenue & Alliances	COMPASS GROUP (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3579	Revenue	Revenue & Alliances	GOLD FIELDS AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3580	Revenue	Revenue & Alliances	SERVICE STREAM LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3581	Revenue	Revenue & Alliances	LIEBHERR AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3582	Revenue	Revenue & Alliances	AUSTRALIAN RED CROSS SOCIETY	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3583	Revenue	Revenue & Alliances	CREDIT UNION AUSTRALIA LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3584	Revenue	Revenue & Alliances	ENGIE AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3585	Revenue	Revenue & Alliances	ISS FACILITY SERVICES AUSTRALIA LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3586	Revenue	Revenue & Alliances	LINX CARGO CARE GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3587	Revenue	Revenue & Alliances	PUMA ENERGY (AUSTRALIA) FUELS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3588	Revenue	Revenue & Alliances	THALES AUSTRALIA HOLDINGS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3589	Revenue	Revenue & Alliances	YOOGALU PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019

3590	Revenue	Revenue & Alliances	BOC LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3591	Revenue	Revenue & Alliances	EQUIFAX AUSTRALASIA GROUP SERVICES PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3592	Revenue	Revenue & Alliances	BAPCOR FINANCE PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3593	Revenue	Revenue & Alliances	CROWN RESORTS LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2018
3594	Revenue	Revenue & Alliances	MYOB AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3595	Revenue	Revenue & Alliances	PEARSON AUSTRALIA GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3596	Revenue	Revenue & Alliances	MACQUARIE TELECOM PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2018
3597	Revenue	Revenue & Alliances	DOMINO'S PIZZA ENTERPRISES LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019
3598	Revenue	Revenue & Alliances	SIGMA COMPANY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019
3599	Revenue	Revenue & Alliances	LACTALIS AUSTRALIA pty ltd	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2017
3600	Revenue	Revenue & Alliances	JB HI-FI GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019
3601	Revenue	Revenue & Alliances	MADEC AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019
3602	Revenue	Revenue & Alliances	THE OFFICE OF THE NATIONAL RAIL SAFETY	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019

REGULATOR

3603	Revenue	Revenue & Alliances	CUBIC TRANSPORTATION SYSTEMS (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3604	Revenue	Revenue & Alliances	AON CORPORATION AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3605	Revenue	Revenue & Alliances	DDH 1 DRILLING PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3606	Revenue	Revenue & Alliances	FORTESCUE METALS GROUP LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3607	Revenue	Revenue & Alliances	J. HUTCHINSON PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3608	Revenue	Revenue & Alliances	MCCONNELL DOWELL CONSTRUCTORS (AUST) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3609	Revenue	Revenue & Alliances	SCHLUMBERGER AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3610	Revenue	Revenue & Alliances	THE SALVATION ARMY TRADING COMPANY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3611	Revenue	Revenue & Alliances	BANK OF QUEENSLAND LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2018
3612	Revenue	Revenue & Alliances	COFFEY SERVICES AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3613	Revenue	Revenue & Alliances	CRESCENT CAPITAL PARTNERS MANAGEMENT PTY	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020

LIMITED

3614	Revenue	Revenue & Alliances	HEALTH CARE AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3615	Revenue	Revenue & Alliances	PROCUREMENT AUSTRALASIA LTD.	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3616	Revenue	Revenue & Alliances	SUEZ AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3617	Revenue	Revenue & Alliances	VOCUS GROUP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3618	Revenue	Revenue & Alliances	HITACHI CONSTRUCTION MACHINERY AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3619	Revenue	Revenue & Alliances	G&S ENGINEERING SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3620	Revenue	Revenue & Alliances	NATIONAL RUGBY LEAGUE LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3621	Revenue	Revenue & Alliances	RJE GLOBAL PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3622	Revenue	Revenue & Alliances	COOK MEDICAL AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2020
3623	Revenue	Revenue & Alliances	FULTON HOGAN AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2020
3624	Revenue	Revenue & Alliances	HARRY THE HIRER PTY. LTD.	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2020
3625	Revenue	Revenue &	BABCOCK PTY LTD	Virgin Australia Airlines Pty Ltd &	Virgin Australia Corporate Air Travel	1/05/2020



		Alliances		ors	Services Agreement	
3626	Revenue	Revenue & Alliances	DH BUSINESS SERVICES LLC	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2020
3627	Revenue	Revenue & Alliances	MARS (AUS) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2020
3628	Revenue	Revenue & Alliances	FENNER DUNLOP AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3629	Revenue	Revenue & Alliances	SODEXO AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018
3630	Revenue	Revenue & Alliances	TRANSURBAN LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018
3631	Revenue	Revenue & Alliances	AIA AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2018
3632	Revenue	Revenue & Alliances	AUSTRALIAN FOOTBALL LEAGUE	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3633	Revenue	Revenue & Alliances	LINFOX AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3634	Revenue	Revenue & Alliances	COLES SUPERMARKETS AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3635	Revenue	Revenue & Alliances	CLEANAWAY OPERATIONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3636	Revenue	Revenue & Alliances	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3637	Revenue	Revenue &	SURBANA JURONG	Virgin Australia Airlines Pty Ltd &	Virgin Australia Corporate Air Travel	1/06/2019

		Alliances	PRIVATE LIMITED	ors	Services Agreement	
3638	Revenue	Revenue & Alliances	WOODSIDE ENERGY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3641	Revenue	Revenue & Alliances	GENERAL ELECTRIC COMPANY PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018
3645	Revenue	Revenue & Alliances	DHL EXPRESS (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2020
3655	Revenue	Revenue & Alliances	THE TJX COMPANIES, INC.	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019
3656	Revenue	Revenue & Alliances	LAW SOCIETY OF WESTERN AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3657	Revenue	Revenue & Alliances	THE TRUSTEE FOR ALLEN & OVERY (AUSTRALIA) DISCRETIONARY TRUST	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3658	Revenue	Revenue & Alliances	ADANI MINING PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3659	Revenue	Revenue & Alliances	PHILIP MORRIS LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3661	Revenue	Revenue & Alliances	THE TRUSTEE FOR THE HOHNS LYNG UNIT TRUST	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019
3662	Revenue	Revenue & Alliances	DAIMLER AUSTRALIA/PACIFIC PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019
3663	Revenue	Revenue & Alliances	ZIMMER BIOMET PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2018

3664	Revenue	Revenue & Alliances	GOODLIFE OPERATIONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3666	Revenue	Revenue & Alliances	RETAIL APPAREL GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3667	Revenue	Revenue & Alliances	FLEXIGROUP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3668	Revenue	Revenue & Alliances	THC GLOBAL GROUP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3669	Revenue	Revenue & Alliances	AIR LIQUIDE AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3670	Revenue	Revenue & Alliances	AFFINITY EQUITY PARTNERS (Australia) PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3671	Revenue	Revenue & Alliances	FINDEX SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2018
3672	Revenue	Revenue & Alliances	MAX SOLUTIONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3673	Revenue	Revenue & Alliances	BGIS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3674	Revenue	Revenue & Alliances	CAPRICORN COPPER PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2018
3675	Revenue	Revenue & Alliances	MCDERMOTT AVIATION PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3676	Revenue	Revenue & Alliances	THE BIKINI BODY TRAINING COMPANY PTY LTD & THE TRUSTEE FOR THE BIKINI BODY TRUST	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019

3677	Revenue	Revenue & Alliances	COLLIERS INTERNATIONAL (NSW) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3678	Revenue	Revenue & Alliances	HUNTER MANUFACTURERS AWARDS INCORPORATED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3679	Revenue	Revenue & Alliances	BUNZL AUSTRALASIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2018
3680	Revenue	Revenue & Alliances	SMARTGROUP BENEFITS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3681	Revenue	Revenue & Alliances	JAYCO UNIT TRUST	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3682	Revenue	Revenue & Alliances	INVOCARE AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3683	Revenue	Revenue & Alliances	GUD HOLDINGS LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2020
3684	Revenue	Revenue & Alliances	ENGINEERS AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3685	Revenue	Revenue & Alliances	SUNSUPER PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3686	Revenue	Revenue & Alliances	TURNER AND TOWNSEND PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3687	Revenue	Revenue & Alliances	ALLIED PINNACLE PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2017
3688	Revenue	Revenue & Alliances	STARLIGHT CHILDREN'S FOUNDATION	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019

AUSTRALIA

3689	Revenue	Revenue & Alliances	LEK CONSULTING AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3690	Revenue	Revenue & Alliances	EMPLOYERS MUTUAL LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2017
3691	Revenue	Revenue & Alliances	VITA GROUP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3692	Revenue	Revenue & Alliances	TECHTRONIC INDUSTRIES AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3693	Revenue	Revenue & Alliances	PITNEY BOWES AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3694	Revenue	Revenue & Alliances	IMPERIAL TOBACCO AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3695	Revenue	Revenue & Alliances	CW RETAIL PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2018
3696	Revenue	Revenue & Alliances	RANDSTAND PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3697	Revenue	Revenue & Alliances	INFRASTRUCTURE SERVICES GROUP (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2017
3698	Revenue	Revenue & Alliances	AGGREKO GENERATOR RENTALS PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3699	Revenue	Revenue & Alliances	PENTANA SOLUTIONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2018

3700	Revenue	Revenue & Alliances	CONFEDERATION OF AUSTRALIA MOTOR SPORT LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3701	Revenue	Revenue & Alliances	PROFESSIONAL GOLFERS ASSOCIATION OF AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2018
3702	Revenue	Revenue & Alliances	CROWNBET PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3703	Revenue	Revenue & Alliances	BIDFOOD AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3704	Revenue	Revenue & Alliances	YOKOGAWA AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3705	Revenue	Revenue & Alliances	INFOSYS TECHNOLOGIES LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3706	Revenue	Revenue & Alliances	CRAWFORD & COMPANY (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3707	Revenue	Revenue & Alliances	RHEINMETALL DEFENCE AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3708	Revenue	Revenue & Alliances	THE HOLLARD INSURANCE COMPANY PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3709	Revenue	Revenue & Alliances	SHRIRO AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3710	Revenue	Revenue &	MINOR DKL	Virgin Australia Airlines Pty Ltd &	Virgin Australia Corporate Air Travel	1/06/2019

		Alliances	MANAGEMENT PTY LTD	ors	Services Agreement	
3711	Revenue	Revenue & Alliances	RENTOKIL INITIAL PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3712	Revenue	Revenue & Alliances	ROYAL SOUTH YARRA LAWN TENNIS CLUB	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3713	Revenue	Revenue & Alliances	INGRAM MICRO PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3714	Revenue	Revenue & Alliances	SCHINDLER LIFTS AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3715	Revenue	Revenue & Alliances	RFGA MANAGEMENT PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3716	Revenue	Revenue & Alliances	BAUER MEDIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3717	Revenue	Revenue & Alliances	WAFI GOLPU AUSTRALIA SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3718	Revenue	Revenue & Alliances	ROUND OAK MINERALS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3719	Revenue	Revenue & Alliances	SHINE LAWYERS LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3720	Revenue	Revenue & Alliances	ALLIANCE AIRLINES PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3721	Revenue	Revenue & Alliances	MAINFREIGHT DISTRIBUTION PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3722	Revenue	Revenue &	TORO AUSTRALIA PTY	Virgin Australia Airlines Pty Ltd &	Virgin Australia Corporate Air Travel	1/08/2017

		Alliances	LTD	ors	Services Agreement	
3723	Revenue	Revenue & Alliances	BREVILLE GROUP LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3724	Revenue	Revenue & Alliances	MCPHERSONS CONSUMER PRODUCTS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3725	Revenue	Revenue & Alliances	CORPORATE PROTECTION AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3726	Revenue	Revenue & Alliances	MACH ENERGY AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3727	Revenue	Revenue & Alliances	SAMARAD PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2017
3728	Revenue	Revenue & Alliances	UNILEVER AUSTRALIA (HOLDINGS) PROPRIETARY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3729	Revenue	Revenue & Alliances	F.MAYER (IMPORTS) PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3730	Revenue	Revenue & Alliances	CARGILL AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2018
3731	Revenue	Revenue & Alliances	VISA GLOBAL LOGISTICS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3732	Revenue	Revenue & Alliances	TRUCK MOVES AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3733	Revenue	Revenue & Alliances	FLICK ANTICIMEX PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018



3734	Revenue	Revenue & Alliances	INGUZ HARVEST PTY LTD	Virgin Australia Airlines Pty Ltd	Virgin Australia Corporate Air Travel Services Agreement	1/04/2018
3735	Revenue	Revenue & Alliances	PNG AIR LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2018
3736	Revenue	Revenue & Alliances	CEVA LOGISTICS (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2017
3737	Revenue	Revenue & Alliances	ALIAxis HOLDINGS AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3738	Revenue	Revenue & Alliances	G8 EDUCATION LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018
3739	Revenue	Revenue & Alliances	WINC AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3740	Revenue	Revenue & Alliances	TAYLOR MADE GOLF	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2018
3741	Revenue	Revenue & Alliances	SCHENKEY AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3742	Revenue	Revenue & Alliances	ENERGY POWER SYSTEMS AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3743	Revenue	Revenue & Alliances	KORDIA SOLUTIONS PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3744	Revenue	Revenue & Alliances	SIKA AUSTRALIA Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018
3745	Revenue	Revenue & Alliances	SYNGENTA AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019

3746	Revenue	Revenue & Alliances	COMPUTERSHARE INVESTOR SERVICES PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3747	Revenue	Revenue & Alliances	SIMPRO SOFTWARE PTY LTD	Virgin Australia Airlines Pty Ltd	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3748	Revenue	Revenue & Alliances	TRUE ALLIANCE CORPORATE SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2018
3749	Revenue	Revenue & Alliances	ERM POWER LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2018
3750	Revenue	Revenue & Alliances	LLOYDS ONLINE AUCTIONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3751	Revenue	Revenue & Alliances	HONAN INSURANCE GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2017
3752	Revenue	Revenue & Alliances	B. BRAUN AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3753	Revenue	Revenue & Alliances	KONICA MINOLTA BUSINESS SOLUTIONS AUST PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3754	Revenue	Revenue & Alliances	WARGRORGE LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3755	Revenue	Revenue & Alliances	Australian Ice Hockey League Limited	Virgin Australia Airlines Pty Ltd	AIHL MM 2020-2021	1/01/2020
3756	Revenue	Revenue & Alliances	TRIATHLON AUSTRALIA LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019
3757	Revenue	Revenue & Alliances	SHAHIN ENTERPRISES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2016

3758	Revenue	Revenue & Alliances	QENOS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2017
3759	Revenue	Revenue & Alliances	VARLEY PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3760	Revenue	Revenue & Alliances	GREENCROSS LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3761	Revenue	Revenue & Alliances	PASPALEY PEARLYING COMPANY PTY. LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3762	Revenue	Revenue & Alliances	THE SWATCH GROUP (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018
3763	Revenue	Revenue & Alliances	CIVEO PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2018
3764	Revenue	Revenue & Alliances	URBIS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2018
3765	Revenue	Revenue & Alliances	AKZONOBEL SOURCING B.V.	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018
3766	Revenue	Revenue & Alliances	SITECH CONSTRUCTION SYSTEMS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3767	Revenue	Revenue & Alliances	TENOVA AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3768	Revenue	Revenue & Alliances	DORMAKABA AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3769	Revenue	Revenue & Alliances	METROHM AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019

3770	Revenue	Revenue & Alliances	SOFTBALL AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2018
3771	Revenue	Revenue & Alliances	MECCA BRANDS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2017
3772	Revenue	Revenue & Alliances	THE TRUSTEE FOR METRICON HOMES UNIT TRUST	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3773	Revenue	Revenue & Alliances	THE REJECT SHOP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2017
3774	Revenue	Revenue & Alliances	SLATER & GORDON LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3775	Revenue	Revenue & Alliances	LIFESTYLE SOLUTIONS (AUST) LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3776	Revenue	Revenue & Alliances	GRAYMONT PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3777	Revenue	Revenue & Alliances	NUTRICIA AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3778	Revenue	Revenue & Alliances	CLAIM CENTRAL PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3779	Revenue	Revenue & Alliances	PYBAR MINING SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3780	Revenue	Revenue & Alliances	ANACACIA CAPITAL PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3781	Revenue	Revenue & Alliances	CANSTAR PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3782	Revenue	Revenue & Alliances	IN VITRO TECHNOLOGIES PTY	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2018

LTD

3783	Revenue	Revenue & Alliances	ADAPT-A-LIFT GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3784	Revenue	Revenue & Alliances	LADBROKES DIGITAL AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2017
3785	Revenue	Revenue & Alliances	SUPERLOOP (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2017
3786	Revenue	Revenue & Alliances	ROTORWEST PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3787	Revenue	Revenue & Alliances	PARAGON CARE LIMITED	Virgin Australia Airlines Pty Ltd	Virgin Australia Corporate Air Travel Services Agreement	1/04/2017
3788	Revenue	Revenue & Alliances	ISELCT LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2018
3789	Revenue	Revenue & Alliances	ATHLETICS AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3790	Revenue	Revenue & Alliances	QUEST SERVICED APARTMENTS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019
3791	Revenue	Revenue & Alliances	INDORAMA VENTURES OXIDES AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3792	Revenue	Revenue & Alliances	CODAN LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3793	Revenue	Revenue & Alliances	ESTIA INVESTMENTS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2019
3794	Revenue	Revenue & Alliances	CANON PRODUCTION PRINTING AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2019

PTY LTD

3795	Revenue	Revenue & Alliances	WOTTON + KEARNEY	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3796	Revenue	Revenue & Alliances	PREMOSO PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3797	Revenue	Revenue & Alliances	DATA#3 LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3798	Revenue	Revenue & Alliances	AUSTRALIAN MARITIME SYSTEMS GROUP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2018
3799	Revenue	Revenue & Alliances	GROCON PTY. LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3800	Revenue	Revenue & Alliances	F K GARDNER & SONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3801	Revenue	Revenue & Alliances	ORBITZ ELEVATORS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2018
3802	Revenue	Revenue & Alliances	PEOPLE INFRASTRUCTURE LTD.	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3803	Revenue	Revenue & Alliances	SEYMOUR WHYTE CONSTRUCTIONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3804	Revenue	Revenue & Alliances	FULLLERTON HEALTHCARE AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2018
3805	Revenue	Revenue & Alliances	MASTERMYNE PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019

3806	Revenue	Revenue & Alliances	PAYNTERS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3807	Revenue	Revenue & Alliances	LAND SURVEYS NO PROBLEMS JUST SOLUTIONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3808	Revenue	Revenue & Alliances	SICK PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2018
3809	Revenue	Revenue & Alliances	EASTERN SUBURBS DISTRICT RUGBY LEAGUE FOOTBALL CLUB	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3810	Revenue	Revenue & Alliances	KNAUF PLASTERBOARD PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2018
3811	Revenue	Revenue & Alliances	LAMANNA PREMIER GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3812	Revenue	Revenue & Alliances	CARSales.COM LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3813	Revenue	Revenue & Alliances	KAUFLAND AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3814	Revenue	Revenue & Alliances	MICHAEL HILL JEWELLER (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2019
3815	Revenue	Revenue & Alliances	SKYTRADERS PTY LTD	Virgin Australia Airlines Pty Ltd	Virgin Australia Corporate Air Travel Services Agreement	1/01/2017
3816	Revenue	Revenue & Alliances	PAPER AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2017
3817	Revenue	Revenue &	XERO AUSTRALIA PTY	Virgin Australia Airlines Pty Ltd &	Virgin Australia Corporate Air Travel	1/05/2017

		Alliances	LIMITED	ors	Services Agreement	
3818	Revenue	Revenue & Alliances	ELENIUM AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/06/2019
3819	Revenue	Revenue & Alliances	DP WORLD AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/12/2018
3820	Revenue	Revenue & Alliances	CV SERVICES GROUP PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3821	Revenue	Revenue & Alliances	SIMONDS CORPORATE PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2017
3822	Revenue	Revenue & Alliances	HENRY SCHEIN AUSTRALIA PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3823	Revenue	Revenue & Alliances	FRONTIER SOFTWARE PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2018
3824	Revenue	Revenue & Alliances	BEACON MINERALS LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3825	Revenue	Revenue & Alliances	HAMPTON TRANSPORT SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3826	Revenue	Revenue & Alliances	GUIDERA O'CONNOR PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3827	Revenue	Revenue & Alliances	REDEYE APPS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019
3828	Revenue	Revenue & Alliances	THE TRUSTEE FOR VALMORBIDA UNIT TRUST NO 3	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3829	Revenue	Revenue &	RED BULL AUSTRALIA	Virgin Australia Airlines Pty Ltd &	Virgin Australia Corporate Air Travel	1/04/2019



		Alliances	PTY LTD	ors	Services Agreement	
3830	Revenue	Revenue & Alliances	BM GEOLOGICAL SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3831	Revenue	Revenue & Alliances	BOOST JUICE PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2017
3832	Revenue	Revenue & Alliances	THE WINSON UNIT TRUST	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2017
3833	Revenue	Revenue & Alliances	SENEX ENERGY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2017
3834	Revenue	Revenue & Alliances	AVEO GROUP LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2019
3835	Revenue	Revenue & Alliances	EMIRATES	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/07/2018
3836	Revenue	Revenue & Alliances	T.F. WOOLLAM & SON PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2018
3837	Revenue	Revenue & Alliances	R.M. WILLIAMS PROPRIETAY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3838	Revenue	Revenue & Alliances	ROCK ON GROUND PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3839	Revenue	Revenue & Alliances	NORTON GOLD FIELDS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3840	Revenue	Revenue & Alliances	ANCHORAGE CAPITAL PARTNERS PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3841	Revenue	Revenue & Alliances	INTERNATIONAL AVAITAION ALLIANCE	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018

PTY LTD

3842	Revenue	Revenue & Alliances	LITTLE WINGS LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3844	Revenue	Revenue & Alliances	CARE AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3845	Revenue	Revenue & Alliances	BEST & LESS PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2020
3846	Revenue	Revenue & Alliances	CS ENERGY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/02/2020
3847	Revenue	Revenue & Alliances	DISASTER RELIEF AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3848	Revenue	Revenue & Alliances	FLUIDRA GROUP AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2019
3849	Revenue	Revenue & Alliances	JOBS AUSTRALIA ENTERPRISES LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3850	Revenue	Revenue & Alliances	JOHN WEST LOGICSTCS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3851	Revenue	Revenue & Alliances	MANHEIM PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2019
3852	Revenue	Revenue & Alliances	PLANIT TEST MANAGEMENT SOLUTIONS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2020
3853	Revenue	Revenue & Alliances	TRILITY PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2018
3854	Revenue	Revenue & Alliances	MCPHEE DISTRIBUTION SERVICES PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/09/2019

3855	Revenue	Revenue & Alliances	ACCIONA INFRASTRUCTURE AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/08/2019
3856	Revenue	Revenue & Alliances	FUSION CAPITAL HOLDINGS PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3857	Revenue	Revenue & Alliances	PPG INDUSTRIES AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/11/2017
3858	Revenue	Revenue & Alliances	ALX LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/05/2019
3860	Revenue	Revenue & Alliances	LIVE NATION AUSTRALASIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Live Nation 2020-2021	1/01/2020
3861	Revenue	Revenue & Alliances	NETBALL AUSTRALIA LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/03/2020
3863	Revenue	Revenue & Alliances	QUEENSLAND RUGBY FOOTBALL LEAGUE LIMITED	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/01/2019
3866	Revenue	Revenue & Alliances	WEST COAST EAGLES AFL	Virgin Australia Airlines Pty Ltd	Corporate Sales Agreement	1/01/2019
3909	Revenue	Revenue & Alliances	Aircalin	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	28/12/2012
3912	Revenue	Revenue & Alliances	Air Canada	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	20/05/2016
3913	Revenue	Revenue & Alliances	Air China Limited	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	20/11/2012
3914	Revenue	Revenue & Alliances	Air India Ltd	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	9/10/2013

3915	Revenue	Revenue & Alliances	Air Mauritius Limited	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	22/11/2012
3916	Revenue	Revenue & Alliances	Air New Zealand Limited	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	28/10/2018
3918	Revenue	Revenue & Alliances	Air Tahiti Nui	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	1/08/2018
3919	Revenue	Revenue & Alliances	Alaska Airlines	Virgin Australia Airlines Pty Ltd & ors	Multilateral Prorate Agreement	1/05/2020
3920	Revenue	Revenue & Alliances	Alitalia - Societa Aerea Italiano S.p.A	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	11/09/2015
3921	Revenue	Revenue & Alliances	Asiana Airlines	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	1/05/2013
3922	Revenue	Revenue & Alliances	All Nippon Airways	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	29/07/2015
3923	Revenue	Revenue & Alliances	Austrian Airlines AG	Virgin Australia Airlines Pty Ltd	Special Prorate Agreement	1/10/2019
3926	Revenue	Revenue & Alliances	Beijing Capital Airlines Co.	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	1/08/2016
3927	Revenue	Revenue & Alliances	Cathay Pacific	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	8/01/2013
3929	Revenue	Revenue & Alliances	China Airlines	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	1/07/2013
3930	Revenue	Revenue & Alliances	China Southern	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	8/01/2013
3931	Revenue	Revenue & Alliances	Delta Air Lines Inc	Virgin Australia Airlines Pty Ltd	Interline Passenger Ticketing and Baggage Agreement	15/12/2008

3932	Revenue	Revenue & Alliances	Etihad Airways PJSC	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	13/11/2013
3933	Revenue	Revenue & Alliances	EVA Airways	Virgin Australia Airlines Pty Ltd & ors	EVA Airways Bilateral Agreement	1/02/2016
3934	Revenue	Revenue & Alliances	Fiji Airways	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement - Air Pacific	13/06/2013
3935	Revenue	Revenue & Alliances	Garuda International	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	28/12/2012
3936	Revenue	Revenue & Alliances	Hanh Air Lines Gmbh	Virgin Australia Airlines Pty Ltd & ors	MITA Agreement	1/11/2018
3937	Revenue	Revenue & Alliances	Hawaiian Airlines Inc	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	7/01/2013
3939	Revenue	Revenue & Alliances	Hong Kong Airlines Limited	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	1/11/2016
3940	Revenue	Revenue & Alliances	Korean Airlines	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	15/07/2013
3941	Revenue	Revenue & Alliances	KLM Royal Dutch Airlines	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	16/02/2016
3942	Revenue	Revenue & Alliances	Deutsche Lufthansa	Virgin Australia Airlines Pty Ltd	Special Prorate Agreement with Austrian Airlines AG / Deutsche Lufthansa AG / Swiss International Limited	1/10/2019
3943	Revenue	Revenue & Alliances	Malaysia Airlines Berhad	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	2/01/2013
3945	Revenue	Revenue & Alliances	Philippine Airlines Inc	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	15/04/2013
3947	Revenue	Revenue & Alliances	Qatar Airways	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	20/11/2012

3948	Revenue	Revenue & Alliances	Royal Brunei Airlines Sdn Bhd	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	4/12/2012
3949	Revenue	Revenue & Alliances	Singapore Airlines Limited	Virgin Australia Airlines Pty Ltd & ors	Unilateral Interline traffic Agreement - SIA Group	3/05/2011
3950	Revenue	Revenue & Alliances	Scoot Pte Ltd	Virgin Australia Airlines Pty Ltd & ors	Unilateral Interline Agreement	15/07/2014
3952	Revenue	Revenue & Alliances	South African Airways SOC LTD	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	13/01/2013
3953	Revenue	Revenue & Alliances	SWISS International	Virgin Australia Airlines Pty Ltd	Special Prorate Agreement with Austrian Airlines AG/Deutsche Lufthansa AG/Swiss International	1/10/2019
3954	Revenue	Revenue & Alliances	Thai Airways International Public Company Ltd	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement - Passenger	1/04/2013
3955	Revenue	Revenue & Alliances	Tianjin Airlines	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	1/06/2017
3956	Revenue	Revenue & Alliances	United Airlines Inc	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	23/03/2015
3957	Revenue	Revenue & Alliances	Vietnam Airlines	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	13/01/2013
3958	Revenue	Revenue & Alliances	Virgin Atlantic Airways Limited	Virgin Australia Airlines Pty Ltd	Bilateral Interline Agreement	27/02/2009
3961	Revenue	Revenue & Alliances	Qantas Airways Limited	Virgin Australia Airlines Pty Ltd & ors	Special Reaccommodation Agreement	8/04/2019
3962	Revenue	Revenue & Alliances	Jetstar Airways	Virgin Australia Airlines Pty Ltd & ors	Special Reaccommodation Agreement	1/09/2019
3963	Revenue	Revenue & Alliances	Air Vanuatu	Virgin Australia Airlines Pty Ltd & ors	Air Vanuatu Reaccommodation Agreement	1/10/2015

3964	Revenue	Revenue & Alliances	Capitex Pty Ltd T/A Air North	Virgin Australia Airlines Pty Ltd & ors	Reaccommodation Agreement	1/09/2019
3965	Revenue	Revenue & Alliances	Australiawide Airlines Limited	Virgin Australia Airlines Pty Ltd	memorandum of Understanding	1/05/2003
3966	Revenue	Revenue & Alliances	Solomon Airlines Limited	Virgin Australia Airlines Pty Ltd & ors	Reaccommodation Agreement	1/01/2016
3967	Revenue	Revenue & Alliances	Air Canada	Virgin Australia Airlines Pty Ltd & ors	Codeshare Agreement	7/04/2017
3968	Revenue	Revenue & Alliances	Air Mauritius Limited	Virgin Australia Airlines Pty Ltd & ors	Free Sale Codeshare Agreement	30/10/2013
3970	Revenue	Revenue & Alliances	Delta Air Lines Inc	Virgin Australia Airlines Pty Ltd & ors	Codesharing Agreement	7/02/2009
3974	Revenue	Revenue & Alliances	Hawaiian Airlines Inc	Virgin Australia Airlines Pty Ltd & ors	Codeshare Agreement	7/09/2019
3976	Revenue	Revenue & Alliances	Singapore Airlines Limited	Virgin Australia Airlines Pty Ltd & ors	Reciprocal Codeshare Agreement - SIA Group	2/02/2012
3977	Revenue	Revenue & Alliances	South African Airways SOC LTD	Virgin Australia Airlines Pty Ltd & ors	Codeshare Agreement	23/11/2013
3982	Revenue	Revenue & Alliances	Singapore Airlines Limited	Virgin Australia Airlines Pty Ltd & ors	Alliance Framework Agreement	6/06/2011
4055	Revenue	Revenue & Alliances	CITS (BEIJING) AIR TRAVEL SERVICE LIMITED COMPANY	Virgin Australia Airlines Pty Ltd	GENERAL PASSENGER SALES AGENCY AGREEMENT (GSA) (ANNUAL SIP) FY20	1/07/2019
4101	Revenue	Revenue & Alliances	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Incentives Agreement Virgin Australia Airlines (BNE-HND-BNE)	29/03/2020
4105	Revenue	Revenue & Alliances	Alliance Airlines Pty Limited	Virgin Australia Airlines Pty Ltd & ors	Master ACMI Wetlease Services Agreement (excluding all SOWs)	18/02/2019

4108	Cargo	Supply	Menzies Aviation (NZ) Ltd	Virgin Australia Cargo Pty Ltd	Cargo Handling Agreement - NZ	1/10/2015
4112	Cargo	Supply	Hanrob Pty Ltd	Virgin Australia Airlines Pty Ltd	Pet Professionals Australia Service Agreement	1/07/2019
4113	Cargo	Supply	Delta Air Lines Inc	Virgin Australia Airlines Pty Ltd	Cargo Interline Agreement	7/03/2018
4114	Cargo	Supply	Etihad Airways PJSC	Virgin Australia Airlines Pty Ltd	Cargo Interline Agreement	9/02/2017
4115	Cargo	Supply	Emirates	Virgin Australia Airlines Pty Ltd	Cargo Interline Agreement	23/08/2016
4116	Cargo	Supply	South African Airways SOC LTD	Virgin Australia Airlines Pty Ltd	Cargo Interline Agreement	5/12/2016
4117	Cargo	Supply	Air Niugini Ltd	Virgin Australia Airlines Pty Ltd	Cargo Interline Agreement	17/06/2019
4118	Cargo	Supply	Hong Kong Airlines Limited	Virgin Australia Cargo Pty Ltd	Special Prorate Agreement - Cargo	19/07/2019
4129	Engineering	Supply	Oceania Aviation Services Pty Ltd	Virgin Australia Airlines Pty Ltd	Standard Ground Handling Agreement - Simplified Procedure	1/11/2019
4138	Revenue	Revenue & Alliances	Southern Cross Distribution Systems Pty Ltd	Virgin Australia Airlines Pty Ltd	Travelport Subscriber Agreement	10/12/2013
4143	IT	TT	PSGPayroll.com.au Limited	Tiger Airways Australia Pty Ltd	Service Agreement 1.3c	1/10/2010
4147	Engineering	Supply	Hong Kong Aircraft Engineering Co. Ltd	Virgin Australia Airlines Pty Ltd	General terms Agreement for Airframe Maintenance Services	1/08/2018
4148	Engineering	Supply	Flying Colours Aviation PTY LTD	Virgin Australia Airlines Pty Ltd	Aircraft Paint Service Agreement	8/01/2012
4149	Finance	Supply	Visual Risk Pty Ltd	Virgin Australia Airlines Pty Ltd	Hosted Solution	1/01/2008



4150	Finance	Supply	MasterCard Asia/Pacific Pte Ltd	Virgin Australia Airlines Pty Ltd	MIGS Processing Agreement	15/02/2008
4151	Finance	Supply	ICE Data Derivatives, Inc	Virgin Australia Airlines Pty Ltd	SDX Commodities & Energy	1/01/2010
4158	Finance	Supply	Paywise Pty Ltd	Virgin Australia Airlines Pty Ltd	Administration Services Agreement	2/10/2019
4159	Finance	Supply	SG Fleet Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Salary Packaging Services Agreement	1/08/2017
4160	Finance	Supply	Smartsalary Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement	1/12/2017
4197	CSD	Supply	Hallmark Aviation Services LP	Virgin Australia Airlines Pty Ltd	Services Agreement for Baggage Management and Claims Handling Services	1/04/2019
4224	Revenue	Revenue & Alliances	FREMANTLE FOOTBALL CLUB LIMITED	Virgin Australia Airlines Pty Ltd	Corporate Sales Agreement	1/01/2019
4225	Revenue	Revenue & Alliances	Mulpha Hotel Pty Ltd	Virgin Australia Airlines Pty Ltd	Launch Transfer Operator Agreement	8/09/2019
4226	Revenue	Revenue & Alliances	Hainan Airlines Company Ltd	Virgin Australia Airlines Pty Ltd & ors	Bilateral Interline Agreement	28/09/2016
4227	Revenue	Revenue & Alliances	Silkair (Singapore) Private Limited	Virgin Australia Airlines Pty Ltd & ors	Unilateral Interline traffic Agreement (Passenger)	2/06/2011
4228	Revenue	Revenue & Alliances	Silkair (Singapore) Private Limited	Virgin Australia Airlines Pty Ltd & ors	Reciprocal Codeshare Agreement (Passenger)	2/02/2012
4229	Revenue	Revenue & Alliances	All Nippon Airways	Virgin Australia Airlines Pty Ltd & ors	All Nippon Codeshare Agreement	24/09/2019
4234	Customer & Product	Supply	Australasian Performing Right Association Limited	Virgin Australia Airlines Pty Ltd	APRA Licence Agreement for airport lounges and aircraft, as amended and extended.	1/07/2012

4235	Customer & Product	Supply	PHONOGRAPHIC PERFORMANCE COMPANY OF AUSTRALIA LTD	Virgin Australia Airlines Pty Ltd	Licence for Public use of Protected Sound Recordings and / or Music Videos (PPCA Licence Number 452222), as amended and extended.	1/07/2012
4236	Revenue	Revenue & Alliances	Department of Finance	Virgin Australia Airlines Pty Ltd & ors	GOVERNMENT OF WESTERN AUSTRALIA	1/01/2016
4237	Revenue	Revenue & Alliances	RACING AND WAGERING WESTERN AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	RACING AND WAGERING WESTERN AUSTRALIA	1/04/2016
4238	Revenue	Revenue & Alliances	Regional Power Corporation	Virgin Australia Airlines Pty Ltd & ors	REGIONAL POWER CORPORATION TRADING AS HORIZON POWER	1/07/2016
4239	Revenue	Revenue & Alliances	ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA (WESTERN OPERATIONS)	Virgin Australia Airlines Pty Ltd & ors	ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA (WESTERN OPERATIONS)	1/04/2017
4240	Revenue	Revenue & Alliances	THE LOCAL WA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	WA GOV BUY LOCAL BROOME-EXMOUTH	1/07/2016
4241	Revenue	Revenue & Alliances	THE LOCAL WA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	WA GOV BUY LOCAL KARRATHA REGION	1/07/2016
4242	Revenue	Revenue & Alliances	THE LOCAL WA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	WA GOV BUY LOCAL KUNUNURRA REGION	1/07/2016
4243	Revenue	Revenue & Alliances	Department of Customer Service	Virgin Australia Airlines Pty Ltd & ors	NEW SOUTH WALES GOVERNMENT	1/02/2017
4244	Revenue	Revenue & Alliances	Australian Medical Association Limited	Virgin Australia Airlines Pty Ltd & ors	AUSTRALIAN MEDICAL COUNCIL	1/09/2015
4245	Revenue	Revenue & Alliances	EMBASSY OF AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Embassy of Australia 19/21	1/04/2019
4246	Revenue	Revenue &	WHOLE OF	Virgin Australia Airlines Pty Ltd &	WOAG 16-19	1/05/2016

		Alliances	AUSTRALIAN GOVERNMENT	ors		
4247	Revenue	Revenue & Alliances	Department of Housing and Public Works	Virgin Australia Airlines Pty Ltd & ors	State of Queensland 2017	1/08/2017
4248	Revenue	Revenue & Alliances	AUSTRALIAN CATHOLIC UNIVERSITY LIMITED	Virgin Australia Airlines Pty Ltd & ors	AUSTRALIAN CATHOLIC UNIVERSITY LIMITED	1/01/2009
4249	Revenue	Revenue & Alliances	AUSTRALIAN NATIONAL UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	AUSTRALIAN NATIONAL UNIVERSITY (ANU)	1/01/2019
4250	Revenue	Revenue & Alliances	BOND UNIVERSITY LIMITED	Virgin Australia Airlines Pty Ltd & ors	BOND UNIVERSITY LIMITED - UPH 2019	1/01/2019
4251	Revenue	Revenue & Alliances	CENTRAL QUEENSLAND UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	CENTRAL QUEENSLAND UNIVERSITY - UPH 2019	1/01/2019
4252	Revenue	Revenue & Alliances	CHARLES DARWIN UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	CHARLES DARWIN UNIVERSITY - 2019	1/01/2019
4253	Revenue	Revenue & Alliances	CHARLES STURT UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	Charles Sturt Uni - UPH 2019	1/01/2019
4254	Revenue	Revenue & Alliances	COOPERATIVE RESEARCH CENTRES ASSOCIATION INC	Virgin Australia Airlines Pty Ltd & ors	COOPERATIVE RESEARCH CENTRES ASSOCIATION INC- UPH 2019	1/01/2019
4255	Revenue	Revenue & Alliances	CURTIN UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	CURTIN UNIVERSITY - UPH 2019	1/01/2019
4256	Revenue	Revenue & Alliances	DEAKIN UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	DEAKIN UNIVERSITY- UPH 2019	1/01/2019
4257	Revenue	Revenue & Alliances	EDITH COWAN UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	EDITH COWAN UNIVERSITY - UPH 2019	1/01/2019

4258	Revenue	Revenue & Alliances	JAMES COOK UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	JAMES COOK UNIVERSITY - UPH 2019	1/01/2019
4259	Revenue	Revenue & Alliances	LA TROBE UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	LA TROBE UNIVERSITY- UPH 2019	1/01/2019
4260	Revenue	Revenue & Alliances	MACQUARIE UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	Macquarie Uni - UPH 2019	1/01/2019
4261	Revenue	Revenue & Alliances	MONASH UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	MONASH UNIVERSITY- UPH 2019	1/01/2019
4262	Revenue	Revenue & Alliances	QUEENSLAND UNIVERSITY OF TECHNOLOGY	Virgin Australia Airlines Pty Ltd & ors	QUEENSLAND UNIVERSITY OF TECHNOLOGY- UPH 2019	1/01/2019
4263	Revenue	Revenue & Alliances	RMIT UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	RMIT UNIVERSITY- UPH 2019	1/01/2019
4264	Revenue	Revenue & Alliances	SOUTHERN CROSS UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	SOUTHERN CROSS UNIVERSITY- UPH 2019	1/01/2019
4265	Revenue	Revenue & Alliances	SWINBURNE UNIVERSITY OF TECHNOLOGY	Virgin Australia Airlines Pty Ltd & ors	SWINBURNE UNIVERSITY OF TECHNOLOGY- UPH 2019	1/01/2019
4266	Revenue	Revenue & Alliances	THE AUSTRALIA AND NEW ZEALAND SCHOOL OF GOVERNMENT	Virgin Australia Airlines Pty Ltd & ors	THE AUSTRALIA AND NEW ZEALAND SCHOOL OF GOVERNMENT- UPH 2019	1/01/2019
4267	Revenue	Revenue & Alliances	THE FEDERATION UNIVERSITY AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	THE FEDERATION UNIVERSITY AUSTRALIA- UPH 2019	1/01/2019
4268	Revenue	Revenue & Alliances	THE FLINDERS UNIVERSITY OF SOUTH AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	THE FLINDERS UNIVERSITY OF SOUTH AUSTRALIA- UPH 2019	1/01/2019

4269	Revenue	Revenue & Alliances	THE UNIVERSITY OF ADELAIDE	Virgin Australia Airlines Pty Ltd & ors	THE UNIVERSITY OF ADELAIDE- UPH 2019	1/01/2019
4270	Revenue	Revenue & Alliances	THE UNIVERSITY OF NOTRE DAME AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	THE UNIVERSITY OF NOTRE DAME AUSTRALIA - UPH 2019	1/01/2019
4271	Revenue	Revenue & Alliances	UNISUPER MANAGEMENT PTY LTD	Virgin Australia Airlines Pty Ltd & ors	UNISUPER MANAGEMENT- UPH 2019	1/01/2019
4272	Revenue	Revenue & Alliances	UNIVERSITY OF CANBERRA	Virgin Australia Airlines Pty Ltd & ors	University of Canberra - UPH 2019	1/01/2019
4273	Revenue	Revenue & Alliances	UNIVERSITY OF MELBOURNE	Virgin Australia Airlines Pty Ltd & ors	UNIVERSITY OF MELBOURNE- UPH 2019	1/01/2019
4274	Revenue	Revenue & Alliances	UNIVERSITY OF NEW ENGLAND	Virgin Australia Airlines Pty Ltd & ors	Uni of New England - UPH2019	1/01/2019
4275	Revenue	Revenue & Alliances	UNIVERSITY OF NEW SOUTH WALES	Virgin Australia Airlines Pty Ltd & ors	UNSW - UPH2019	1/01/2019
4276	Revenue	Revenue & Alliances	UNIVERSITY OF NEWCASTLE	Virgin Australia Airlines Pty Ltd & ors	University of Newcastle-UPH2019	1/01/2019
4277	Revenue	Revenue & Alliances	UNIVERSITY OF QUEENSLAND	Virgin Australia Airlines Pty Ltd & ors	UNIVERSITY OF QUEENSLAND- UPH 2019	1/01/2019
4278	Revenue	Revenue & Alliances	UNIVERSITY OF SOUTH AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	UNIVERSITY OF SOUTH AUSTRALIA -- UPH 2019	1/01/2019
4279	Revenue	Revenue & Alliances	UNIVERSITY OF SOUTHERN QUEENSLAND	Virgin Australia Airlines Pty Ltd & ors	UNIVERSITY OF SOUTHERN QUEENSLAND- UPH 2019	1/01/2019
4280	Revenue	Revenue & Alliances	UNIVERSITY OF SYDNEY	Virgin Australia Airlines Pty Ltd & ors	USYD - UPH 2019	1/01/2019

4281	Revenue	Revenue & Alliances	UNIVERSITY OF TASMANIA	Virgin Australia Airlines Pty Ltd & ors	UNIVERSITY OF TASMANIA- UPH 2019	1/01/2019
4282	Revenue	Revenue & Alliances	UNIVERSITY OF TECHNOLOGY SYDNEY	Virgin Australia Airlines Pty Ltd & ors	University of Technology-UPH2019	1/01/2019
4283	Revenue	Revenue & Alliances	UNIVERSITY OF THE SUNSHINE COAST	Virgin Australia Airlines Pty Ltd & ors	UNIVERSITY OF THE SUNSHINE COAST -UPH 2019	1/01/2019
4284	Revenue	Revenue & Alliances	UNIVERSITY OF WESTERN AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	UNIVERSITY OF WESTERN AUSTRALIA - UPH 2019	1/01/2019
4285	Revenue	Revenue & Alliances	UNIVERSITY OF WOLLONGONG	Virgin Australia Airlines Pty Ltd & ors	University of Wollongong-UPH-2019	1/01/2019
4286	Revenue	Revenue & Alliances	VICTORIA UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	VICTORIA UNIVERSITY- UPH 2019	1/01/2019
4287	Revenue	Revenue & Alliances	WESTERN SYDNEY UNIVERSITY	Virgin Australia Airlines Pty Ltd & ors	Western Sydney Uni - UPH 2019	1/01/2019
4288	Revenue	Revenue & Alliances	Shared Services South Australia	Virgin Australia Airlines Pty Ltd & ors	GOVERNMENT OF SOUTH AUSTRALIA	1/05/2017
4289	Revenue	Revenue & Alliances	ASPEN MEDICAL PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	ASPEN MEDICAL PTY LIMITED	1/08/2019
4290	Revenue	Revenue & Alliances	AIRSERVICES AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	AIRSERVICES AUSTRALIA-OCT-2019	1/10/2019
4291	Revenue	Revenue & Alliances	NORTHERN TERRITORY OF AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	GOVERNMENT OF NORTHERN TERRITORY OF AUSTRALIA-OCT-2019	1/10/2019
4292	Revenue	Revenue & Alliances	HYDRO-ELECTRIC CORPORATION	Virgin Australia Airlines Pty Ltd & ors	HYDRO TASMANIA-MAR-2020	1/02/2020
4293	Revenue	Revenue & Alliances	TASMANIAN GOVERNMENT	Virgin Australia Airlines Pty Ltd & ors	TASMANIAN GOVERNMENT-MAR-2020	1/03/2020

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4294	Revenue	Revenue & Alliances	Department of Treasury and Finance	Virgin Australia Airlines Pty Ltd & ors	2019 renewal	1/01/2020
4295	Revenue	Revenue & Alliances	AUSTRALIAN BROADCASTING CORPORATION	Virgin Australia Airlines Pty Ltd & ors	ABC	1/03/2017
4296	Revenue	Revenue & Alliances	NBN CO LTD	Virgin Australia Airlines Pty Ltd & ors	Nbnco	1/09/2018
4297	Revenue	Revenue & Alliances	Local Government Association of South Australia	Virgin Australia Airlines Pty Ltd & ors	smartfly	1/09/2018
4298	Revenue	Revenue & Alliances	Aircalin	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	1/03/2018
4300	Revenue	Revenue & Alliances	Air Canada	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	15/02/2018
4301	Revenue	Revenue & Alliances	Air China Limited	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	1/07/2016
4302	Revenue	Revenue & Alliances	Air India Ltd	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	15/11/2013
4304	Revenue	Revenue & Alliances	Air Mauritius Limited	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	24/10/2012
4305	Revenue	Revenue & Alliances	Air New Zealand Limited	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	10/09/2018
4306	Revenue	Revenue & Alliances	Air Tahiti Nui	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	1/09/2018
4307	Revenue	Revenue &	Asiana Airlines	Virgin Australia Airlines Pty Ltd &	Special Prorate Agreement	1/08/2014

		Alliances		ors		
4308	Revenue	Revenue & Alliances	All Nippon Airways	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	10/03/2020
4310	Revenue	Revenue & Alliances	Cathay Pacific	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	1/06/2016
4311	Revenue	Revenue & Alliances	China Southern	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	13/01/2013
4313	Revenue	Revenue & Alliances	Delta Air Lines Inc	Virgin Australia Airlines Pty Ltd & ors	Special Purpose Agreement	15/10/2017
4314	Revenue	Revenue & Alliances	Delta Air Lines Inc	Virgin Australia Airlines Pty Ltd	Codesharing Agreement	7/02/2009
4319	Revenue	Revenue & Alliances	EVA Airways	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	16/01/2016
4320	Revenue	Revenue & Alliances	Fiji Airways	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	1/06/2016
4321	Revenue	Revenue & Alliances	Garuda Indonesia	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	1/12/2018
4323	Revenue	Revenue & Alliances	Hawaiian Airlines Inc	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	27/03/2019
4324	Revenue	Revenue & Alliances	Korean Airlines	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	15/07/2013
4325	Revenue	Revenue & Alliances	KLM Royal Dutch Airlines	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	1/11/2016
4326	Revenue	Revenue & Alliances	Malaysia Airlines Berhad	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	1/07/2014



4327	Revenue	Revenue & Alliances	Philippine Airlines Inc	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	17/04/2013
4328	Revenue	Revenue & Alliances	Qatar Airways	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	10/12/2019
4329	Revenue	Revenue & Alliances	Scoot Pte Ltd	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	1/10/2019
4330	Revenue	Revenue & Alliances	Thai Airways International Public Company Ltd	Virgin Australia Airlines Pty Ltd & ors	Special Prorate Agreement	1/04/2013
4337	Aircraft Operations	Supply	Xgenesis Management PTY LTD T/A Crowne Plaza Surfers Paradise	Virgin Australia Airlines Pty Ltd	Crew Accommodation Agreement	1/07/2018
4345	Aircraft Operations	Supply	MH Management (Qld) Pty Ltd T/A Oaks Oasis	Virgin Australia Airlines Pty Ltd	Crew Accommodation Agreement	9/02/2019
4348	Aircraft Operations	Supply	Schwartz Family Co Pty Ltd T/A RYDGES NEWCASTLE	Virgin Australia Airlines Pty Ltd	Crew Accommodation Agreement	3/05/2019
4350	Aircraft Operations	Supply	Hotel Grand Chancellor Townsville Pty Ltd	Virgin Australia Airlines Pty Ltd	Crew Accommodation Agreement	18/09/2017
4352	Aircraft Operations	Supply	R&F Investments Pty Ltd	Virgin Australia Airlines Pty Ltd	Crew Transportation Agreement	1/07/2016
4353	Aircraft Operations	Supply	Equity Transport Group (QLD) Pty Ltd	Virgin Australia Airlines Pty Ltd	Crew Transportation Agreement - Brisbane	7/01/2018
4354	Aircraft Operations	Supply	Equity Transport Group Pty Ltd	Virgin Australia Airlines Pty Ltd	Crew Transportation Agreement	1/07/2017
4357	Aircraft Operations	Supply	Alternate Chauffeured Transport T/A Limoso	Virgin Australia Airlines Pty Ltd	Crew Transportation Agreement	2/01/2018

4359	Aircraft Operations	Supply	Equity Transport Group (QLD) Pty Ltd	Virgin Australia Airlines Pty Ltd	Crew Transportation Agreement - Gold Coast	7/01/2018
4360	Aircraft Operations	Supply	Equity Transport Group Pty Ltd	Virgin Australia Airlines Pty Ltd	Crew Transportation Agreement	1/07/2018
4364	IT	Supply	Facebook Ireland Ltd	Virgin Australia Airlines Pty Ltd	WorkPlace Agreement	31/10/2019
4365	IT	Supply	SITA NV	Virgin Australia Airlines Pty Ltd	Master Services Agreement	12/06/2013
4366	IT	Supply	Pros, Inc.	Virgin Australia Airlines Pty Ltd	Master Services Agreement and Amendments (30/9/2014),	30/09/2014
4367	Aircraft Operations	Supply	Boeing Training & Flight Services Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Simulator Usage Order – Exclusive Contract Number: FT-16-410-JV	15/11/2016
4369	Aircraft Operations	Supply	Boeing Training & Flight Services Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Facility Agreement	1/10/2014
4370	IT	Supply	Vedaleon Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	Software License Agreement for the Supply Implementation and Maintenance of Business to Business Corporate Booking Portal	7/06/2017
4372	IT	Supply	Sabre GBLB, Inc.	Virgin Australia Airlines Pty Ltd	Master Services Agreement	23/11/2006
4373	IT	Supply	SITA SC	Virgin Australia Airlines Pty Ltd	Communications and Infrastructure Solution Line Service Agreement	9/12/2015
4374	IT	Supply	SITA SC	Virgin Australia Airlines Pty Ltd	Service Specific Agreement for Network Services	1/09/2009
4375	IT	Supply	Tealium, Inc.	Virgin Australia Airlines Pty Ltd	TiQ Service Order and MSA	28/04/2017
4380	IT	Supply	SITA Advanced Travel Solutions Pty Ltd	Virgin Australia Airlines Pty Ltd	Aircom Services	7/10/2010

4382	IT	Supply	IBS Software Canada Ltd	Virgin Australia Airlines Pty Ltd	Software License Agreement	30/11/2006
4383	IT	Supply	IBS Software Canada Ltd	Virgin Australia Airlines Pty Ltd	Support and Maintenance Agreement	30/03/2007
4384	IT	Supply	IBS Software Canada Ltd	Virgin Australia Airlines Pty Ltd	Amendment to the Pairing License Agreement, the PBS license agreement and the Support and Maintenance Services Agreement	31/10/2013
4386	Revenue	Revenue & Alliances	MURDOCH UNIVERSITY	Virgin Australia Airlines Pty Ltd	MURDOCH UNIVERSITY - UPH 2019	1/01/2019
4387	IT	Supply	Oracle Corporation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Oracle Support Service Number 6289364	31/03/2020
4388	IT	Supply	Oracle Corporation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Oracle Support Service Number 5516832	1/03/2020
4389	IT	Supply	Oracle Corporation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Oracle Support Service Number 3884570	1/03/2020
4390	IT	Supply	Oracle Corporation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Oracle Support Service Number 5509788	1/03/2020
4391	IT	Supply	Oracle Corporation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Oracle Support Service Number 5029875	1/03/2020
4392	IT	Supply	Oracle Corporation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Oracle Support Service Number 2087276	1/03/2020
4393	IT	Supply	Oracle Corporation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Oracle Support Service Number 2229985	1/03/2020
4394	IT	Supply	Oracle Corporation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Oracle Support Service Number 6426281	28/10/2019
4395	IT	Supply	Oracle Corporation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Oracle Support Service Number 7283416	23/09/2019

4396	IT	Supply	Oracle Corporation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Oracle Support Service Number 7211576	22/09/2019
4397	IT	Supply	E&E IT Solutions Pty Ltd	Virgin Australia Airlines Pty Ltd	VA-19-EEVN0281_01AUG20-31Jan21	1/08/2020
4398	IT	Supply	E&E IT Solutions Pty Ltd	Virgin Australia Airlines Pty Ltd	VA-19-EEVN0282_01AUG20-31Jan21	1/08/2020
4399	IT	Supply	E&E IT Solutions Pty Ltd	Virgin Australia Airlines Pty Ltd	VA-19-EEVN0283_01AUG20-31Jan21	1/08/2020
4400	IT	Supply	Talent International (NSW) Pty Ltd	Virgin Australia Airlines Pty Ltd	VA19-TAVN0333_22JUN20-18DEC20	22/06/2020
4401	IT	Supply	Talent International (NSW) Pty Ltd	Virgin Australia Airlines Pty Ltd	VA19-TAVN0332_22JUN20-18DEC20	22/06/2020
4402	IT	Supply	Talent International (NSW) Pty Ltd	Virgin Australia Airlines Pty Ltd	VA20-TAVN0334_19AUG20-31Jan21	19/08/2020
4403	IT	Supply	Talent International (NSW) Pty Ltd	Virgin Australia Airlines Pty Ltd	VA15-TAVN0330_01JUL20-31DEC20	1/07/2020
4404	IT	Supply	Optus Networks Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement and all current Statements of Work	15/09/2014
4405	IT	Supply	Optus Networks Pty Ltd	Virgin Australia Airlines Pty Ltd	Standard Form of Agreement 1-9MCXUT	9/11/2018
4406	IT	Supply	Optus Networks Pty Ltd	Virgin Australia Airlines Pty Ltd	Standard Form of Agreement 1-9QYJPO	25/02/2019
4407	IT	Supply	Optus Networks Pty Ltd	Virgin Australia Airlines Pty Ltd	Standard Form of Agreement 5-00000013652	7/07/2020
4408	IT	Supply	Optus Networks Pty Ltd	Virgin Australia Airlines Pty Ltd	Standard Form of Agreement 1-96SYVA	19/02/2018
4409	IT	Supply	Optus Networks Pty Ltd	Virgin Australia Airlines Pty Ltd	Standard Form of Agreement 1-96T8RZ	19/02/2018

4410	IT	Supply	Optus Networks Pty Ltd	Virgin Australia Airlines Pty Ltd	Standard Form of Agreement 1-9449D7	11/01/2018
4416	Property Leases	Supply	Central Highlands Regional Council	Virgin Australia Airlines Pty Ltd	Lease/Sublease	1/07/2016
4433	Property Leases	Supply	Brisbane Airport Corporation Pty Ltd	Virgin Australia Airlines Pty Ltd	Brisbane Airport Deed Covenant on Assignment of Lease and Licence	1/02/2020
4444	Finance	Supply	Beaconfield Partners Pty Ltd	Virgin Australia Airlines Pty Ltd	Consultancy Service Agreement	27/07/2020
4445	IT	Supply	Enablo Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Resale Agreement	11/12/2019
4446	IT	Supply	Facebook Ireland Ltd	Virgin Australia Airlines Pty Ltd	Workplace Agreement	31/10/2019
4451	IT	Supply	SITA Information Networking Computing USA Inc	Virgin Australia Airlines Pty Ltd	World Tracer Service Agreement	7/09/2004
4464	VARA	VARA	The Commonwealth of Australia as represented by the Department of Infrastructure and Regional Development	Virgin Australia Airlines Pty Ltd	Services Agreement for Airlines Services to the Indian Ocean Territories	31/10/2016
4466	VARA	VARA	Gruyere Management Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Charter Services Agreement	30/05/2019
4467	VARA	VARA	Consolidated Minerals Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Charter Services Agreement	1/09/2017
4469	VARA	VARA	St Ives Gold Mining Company Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Charter Services Agreement	30/07/2020
4470	VARA	VARA	Altura Lithium Operation Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Charter Services Agreement	24/06/2020

4471	VARA	VARA	Roy Hill Holdings Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Charter Services Agreement	1/11/2019
4472	Safety	Supply	Westpac Banking Corporation	Virgin Australia Airlines Pty Ltd	Single Touch Payroll Terms and Conditions	3/08/2018
4478	IT	Supply	Microsoft Pty Ltd	Virgin Australia Airlines Pty Ltd	Microsoft Enterprises Services Work Order Agreement Number E8978716 x20-12519	21/12/2018
4479	IT	Supply	Microsoft Pty Ltd	Virgin Australia Airlines Pty Ltd	Product Selection Form x20-12823 21/12/2018	21/12/2018
4480	IT	Supply	Microsoft Pty Ltd	Virgin Australia Airlines Pty Ltd	Server and Cloud Enrolment	21/12/2018
4481	IT	Supply	NIIT Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	SOW262 - Application Support and Maintenance Services	1/01/2020
4482	IT	Supply	NIIT Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	SOW244 - Testing Services	15/10/2019
4483	IT	Supply	NIIT Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	SOW87 - Datawarehouse Support	20/06/2016
4484	IT	Supply	NIIT Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	SOW275 - Kuldeep	3/02/2020
4485	IT	Supply	NIIT Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	SOW 287 - IX Support	1/07/2020
4486	IT	Supply	NIIT Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	SOW 288 - Datawarehouse NITIN ONSITE SUPPORT	1/07/2020
4487	IT	Supply	NIIT Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	SOW 286 - Robotics Centre of Excellence	1/07/2020
4488	IT	Supply	Illion Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Work Order - Risk & Marketing Solutions	1/07/2020
4489	IT	Supply	Rivium Pty Ltd	Virgin Australia Airlines Pty Ltd	Splunk PCI Install Scope of Works	10/06/2020

4490	IT	Supply	TECH MAHINDRA LIMITED	Virgin Australia Airlines Pty Ltd	SOW 166 - DWH rentals	14/01/2020
4491	IT	Supply	TECH MAHINDRA LIMITED	Virgin Australia Airlines Pty Ltd	Change Request 7 -Core Compute & EUC - Support Service - OCT16-NOV20	1/10/2016
4492	IT	Supply	TECH MAHINDRA LIMITED	Virgin Australia Airlines Pty Ltd	Change Request 11 - Core Compute & EUC - Support Service - OCT17-NOV20	1/10/2017
4493	IT	Supply	TECH MAHINDRA LIMITED	Virgin Australia Airlines Pty Ltd	Change Request 12 - Core Compute & EUC - Support Service - JAN18-FEB21	1/01/2018
4494	IT	Supply	TECH MAHINDRA LIMITED	Virgin Australia Airlines Pty Ltd	Change Request 14 - Core Compute & EUC - Support Service - APR18-MAY21	1/04/2018
4495	IT	Supply	TECH MAHINDRA LIMITED	Virgin Australia Airlines Pty Ltd	Change Request 16 - Core Compute & EUC - Support Service - JUN18-JUL21	1/06/2018
4496	IT	Supply	TECH MAHINDRA LIMITED	Virgin Australia Airlines Pty Ltd	Change Request 17 - Core Compute & EUC - Support Service - SEP18-NOV21	1/09/2018
4497	IT	Supply	TECH MAHINDRA LIMITED	Virgin Australia Airlines Pty Ltd	Change Request 18 - Core Compute & EUC - Support Service - JAN19-FEB22	1/01/2019
4498	IT	Supply	TECH MAHINDRA LIMITED	Virgin Australia Airlines Pty Ltd	Change Request 19 - Core Compute & EUC - Support Service - APR19-APR22	1/04/2019
4499	IT	Supply	TECH MAHINDRA LIMITED	Virgin Australia Airlines Pty Ltd	Change Request 20 - Core Compute & EUC - Support Service - JUL19-JUL22	1/07/2019
4500	Customer & Product	Supply	Singapore Airlines Limited	Virgin Australia Airlines Pty Ltd	Amendment and Restatement - Reciprocal Lounge Access Agreement	1/08/2011
4501	Customer & Product	Supply	Delta Air Lines Inc	Virgin Australia Airlines Pty Ltd & ors	Lounge Usage Agreement	8/07/2009
4502	Customer & Product	Supply	Etihad Airways PJSC	Virgin Australia Airlines Pty Ltd & ors	Lounge Access Agreement	26/08/2010

4503	Customer & Product	Supply	Etihad Airways PJSC	Virgin Australia Airlines Pty Ltd & ors	Amendment and Restatement Etihad Guest Reciprocal Participation Agreement	15/04/2013
4506	Customer & Product	Supply	Virgin Atlantic Airways Ltd	Virgin Australia Airlines Pty Ltd	Premium Customer Handling Agreement	1/02/2010
4509	Customer & Product	Supply	South African Airways SOC Limited	Virgin Australia Airlines Pty Ltd & ors	TERM SHEET FOR INTERIM PREMIUM CUSTOMER HANDLING AND RECIPROCAL LOUNGE ACCESS. South African Airways and Virgin Australia	30/04/2015
4513	Revenue	Revenue & Alliances	Alliance Airlines Pty Limited	Virgin Australia Airlines Pty Ltd	Access Agreement	1/03/2018
4514	Revenue	Revenue & Alliances	Alliance Airlines Pty Limited	Virgin Australia Airlines Pty Ltd	Deed of Consent to Sub-licence	16/05/2018
4516	Revenue	Revenue & Alliances	Alliance Airlines Pty Limited	Virgin Australia Airlines Pty Ltd	Access Agreement	Unknown
4518	Revenue	Revenue & Alliances	Alliance Airlines Pty Limited	Virgin Australia Airlines Pty Ltd	Deed regarding Alliance Ticket Sales	25/10/2017
4519	Revenue	Revenue & Alliances	Alliance Airlines Pty Limited	Virgin Australia Airlines Pty Ltd	Mutual Support Agreement	17/07/2017
4524	IT	Supply	TPG Telecom Ltd	Virgin Australia Airlines Pty Ltd	SalesOrders CA13704727	15/07/2020
4526	Airport	Supply	Brisbane Airport Corporation Pty Ltd	Virgin Australia Airlines Pty Ltd	Radio Equipment Licence Agreement - Domestic	1/06/2018
4529	IT	Supply	Litera	Virgin Australia Airlines Pty Ltd	Workshare 8/9/10 Comparison Edition 12 month Subscription	28/08/2019
4530	IT	Supply	GuardSquare NV	Virgin Australia Airlines Pty Ltd	Gold Support 12 Months	10/07/2019



4531	IT	Supply	GuardSquare NV	Virgin Australia Airlines Pty Ltd	iXGuard Enterprise License Renewal per Application	10/07/2019
4532	IT	Supply	GuardSquare NV	Virgin Australia Airlines Pty Ltd	DexGuard Enterprise License Renewal	10/07/2019
4533	IT	Supply	Atlassian	Virgin Australia Airlines Pty Ltd	Atlassian Access (Cloud) 400 Users (Annual Payments) Downgrade from 500 Users	19/09/2019
4534	IT	Supply	GitKraken	Virgin Australia Airlines Pty Ltd	GitKraken Pro - Team Annual Pricing (10-99 Users)	2/10/2019
4535	IT	Supply	SmartBear Inc	Virgin Australia Airlines Pty Ltd	SmartBear Soap UI Pro Fixed User Subscription, 1 Year Renewal, 3 Users	1/10/2019
4536	IT	Supply	RSA (THE SECURITY DIV OF EMC)	Virgin Australia Airlines Pty Ltd	SID ACCESS BASE EDITION QTY 10005-50000 ENHMNT 1MO MNTCE SK	21/10/2019
4537	IT	Supply	LiveTiles	Virgin Australia Airlines Pty Ltd	Livetiles Enterprise Suite unlimited use	30/10/2019
4538	IT	Supply	JETBRAINS S.R.O	Virgin Australia Airlines Pty Ltd	Jetbrains IntelliJ IDEA - Commercial annual subscription	14/11/2019
4539	IT	Supply	Thycotic Software Ltd	Virgin Australia Airlines Pty Ltd	Server Support terms and conditions	13/12/2019
4540	IT	Supply	JETBRAINS S.R.O	Virgin Australia Airlines Pty Ltd	Jetbrains IntelliJ IDEA - Commercial annual subscription	19/12/2019
4541	IT	Supply	BrowserStack Inc.	Virgin Australia Airlines Pty Ltd	BrowserStack Enterprise Automate Mobile - Includes Unlimited	9/12/2019
4542	IT	Supply	Adobe Systems Software Ireland	Virgin Australia Airlines Pty Ltd	XD CC Team Subs-Lvl2-1M	20/01/2020
4543	IT	Supply	Articulate(use microway)	Virgin Australia Airlines Pty Ltd	Articulate 360 TEAMS Annual Subscription -- 12 Month RENEWAL	3/02/2020

4544	IT	Supply	Articulate(use microway)	Virgin Australia Airlines Pty Ltd	Articulate 360 TEAMS Seat - Annual Subscription	5/02/2020
4545	IT	Supply	JETBRAINS S.R.O	Virgin Australia Airlines Pty Ltd	Jetbrains IntelliJ IDEA - Commercial annual subscription	21/02/2020
4546	IT	Supply	OpenText Pty Ltd	Virgin Australia Airlines Pty Ltd	Exceed Single License (Electronic) Maintenance	28/02/2020
4547	IT	Supply	OpenText Pty Ltd	Virgin Australia Airlines Pty Ltd	Connectivity Protect Anytime	28/02/2020
4548	IT	Supply	OpenText Pty Ltd	Virgin Australia Airlines Pty Ltd	Exceed Single License (Electronic) Maintenance	28/02/2020
4549	IT	Supply	OpenText Pty Ltd	Virgin Australia Airlines Pty Ltd	Connectivity Protect Anytime	28/02/2020
4550	IT	Supply	Adobe Systems Software Ireland	Virgin Australia Airlines Pty Ltd	Premiere Pro CC Team Subs RNW-Lvl3-12M	27/02/2020
4551	IT	Supply	Adobe Systems Software Ireland	Virgin Australia Airlines Pty Ltd	Captivate Team Subs RNW-Lvl3-12M	27/02/2020
4552	IT	Supply	Adobe Systems Software Ireland	Virgin Australia Airlines Pty Ltd	CC Tms All Apps-Team Subs RNW-Lvl3-12M	27/02/2020
4553	IT	Supply	Adobe Systems Software Ireland	Virgin Australia Airlines Pty Ltd	Dreamweaver CC Team Subs RNW-Lvl3-12M	27/02/2020
4554	IT	Supply	Adobe Systems Software Ireland	Virgin Australia Airlines Pty Ltd	InDesign CC Team Subs RNW-Lvl3-12M	27/02/2020
4555	IT	Supply	Adobe Systems Software Ireland	Virgin Australia Airlines Pty Ltd	Photoshop CC Team Subs RNW-Lvl3-12M	27/02/2020
4556	IT	Supply	Adobe Systems Software Ireland	Virgin Australia Airlines Pty Ltd	XD CC Team Subs RNW-Lvl3-12M	27/02/2020
4557	IT	Supply	Adobe Systems Software	Virgin Australia Airlines Pty Ltd	InCopy CC Team Subs RNW-Lvl3-12M	27/02/2020

Ireland

4558	IT	Supply	Tenable Network Security Pty Ltd	Virgin Australia Airlines Pty Ltd	Tenable Quote Required - TIO-VM: Tenable.io Vulnerability Manager	4/03/2020
4559	IT	Supply	Tenable Network Security Pty Ltd	Virgin Australia Airlines Pty Ltd	Tenable Quote Required - Standard Tenable.io VM container	4/03/2020
4560	IT	Supply	MicroWay Pty Ltd	Virgin Australia Airlines Pty Ltd	Articulate 360 TEAMS Annual Subscription -- 12 Month RENEWAL	23/03/2020
4561	IT	Supply	Tableau Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Tableau Desktop Professional User Maintenance Renewal EDU/NF	20/03/2020
4562	IT	Supply	Atlassian Pty Ltd	Virgin Australia Airlines Pty Ltd	QMetry Test Management for Jira Cloud for Jira Core (Cloud) 500 Users (Annual Payments) Renewal	15/05/2020
4563	IT	Supply	Atlassian Pty Ltd	Virgin Australia Airlines Pty Ltd	Jira Software (Cloud) Standard 500 Users (Annual Payments) Renewal	15/05/2020
4564	IT	Supply	Symantec Asia Pacific Pte Ltd	Virgin Australia Airlines Pty Ltd	Symantec Protection Suite Enterprise Edition - maintenance (renewal) (1 year) - 1 device	25/05/2020
4565	IT	Supply	Sharing Minds Pty Ltd	Virgin Australia Airlines Pty Ltd	Nintex NCAP Enterprise Licenses	24/06/2020
4566	IT	Supply	Symantec Asia Pacific Pte Ltd	Virgin Australia Airlines Pty Ltd	Symantec Data Loss Prevention Enterprise Suite - subscription	24/06/2020
4567	IT	Supply	Tenable Network Security Pty Ltd	Virgin Australia Airlines Pty Ltd	Nessus Professional - On Premise - Annual Subscription Rnwl	2/07/2020
4568	IT	Supply	Tenable Network Security Pty Ltd	Virgin Australia Airlines Pty Ltd	Nessus Professional - On Premise - Annual Subscription Rnwl	2/07/2020
4569	IT	Supply	Tenable Network Security Pty Ltd	Virgin Australia Airlines Pty Ltd	Advanced Support for Nessus Professional provides technical	2/07/2020

4570	IT	Supply	MicroWay Pty Ltd	Virgin Australia Airlines Pty Ltd	Jetbrains All Products Pack - Commercial annual subscription	13/07/2020
4571	IT	Supply	MicroWay Pty Ltd	Virgin Australia Airlines Pty Ltd	Jetbrains IntelliJ IDEA Ultimate - Commercial annual subscription	13/07/2020
4572	IT	Supply	RED HAT ASIA-PACIFIC PTY. LTD.	Virgin Australia Airlines Pty Ltd	JBoss Enterprise Application Platform with Management - premium subscription (renewal) (1 year) - 16 cores	14/07/2020
4573	IT	Supply	RED HAT ASIA-PACIFIC PTY. LTD.	Virgin Australia Airlines Pty Ltd	Red Hat Enterprise Linux Server - premium subscription - 2 sockets, 1 physical/2 virtual nodes	14/07/2020
4580	IT	Supply	Arinc Incorporated	Virgin Australia Airlines Pty Ltd	Master Service Agreement for Muse	3/03/2009
4581	IT	Supply	Teledyne Technologies Incorporated	Virgin Australia Airlines Pty Ltd	Teledyne Wireless Groundlink Communication Manager Software Licence Agreement	11/09/2013
4582	IT	Supply	Contino PTY Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement	7/06/2019
4585	Revenue	Revenue & Alliances	Air Charter Network Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Charter Services Agreement	21/11/2019
4587	Property Leases	Supply	FLIGHT CENTRE TRAVEL GROUP LIMITED	Virgin Australia Airlines Pty Ltd	DEED OF CONSENT TO SUBLEASE	1/09/2020
4595	Fuel	Supply	International Air Transport Association	Virgin Australia Airlines Pty Ltd	Multilateral IATA Fuel Quality Pool Agreement	11/06/2010
4596	Engineering	Supply	The Boeing Aircraft Company	Virgin Australia Airlines Pty Ltd	Master agreement including the supply of maintenance data services for the B737 aircraft fleet	20/12/2002
4597	Engineering	Supply	The Boeing Aircraft Company	Virgin Australia Airlines Pty Ltd	Master agreement including the supply of maintenance data services for the	17/12/2007

B777 aircraft fleet

4598	Engineering	Supply	The Boeing Aircraft Company	Virgin Australia Airlines Pty Ltd	Agreement for the supply of Toolbox Mobile Library maintenance data services for the B777 aircraft fleet	20/01/2017
4599	Engineering	Supply	The Boeing Aircraft Company	Virgin Australia Airlines Pty Ltd	Agreement for the supply of Toolbox Mobile Library maintenance data services for the B737 & B777 aircraft fleet	2/07/2018
4600	Engineering	Supply	SilkAir (Singapore) Private Limited	Virgin Tech Pty Ltd	STANDARD GROUND HANDLING AGREEMENT - PROCEDURE FOR LINE MAINTENANCE	1/12/2017
4604	VARA	VARA	Fokker Services B.V.	Virgin Australia Regional Airlines Pty Ltd	Continued Airworthiness Service Agreement 2.0 including Documentation Revision Service	12/08/2014
4608	IT	Supply	CCTX Pty Ltd	Virgin Australia Airlines Pty Ltd	Hosted Services Agreement	20/11/2019
4609	Finance	Supply	American Express Australia Ltd	Virgin Australia Airlines Pty Ltd	Virgin Australia Agency Line of Credit Terms of Use - American Express Complimentary Flight (Terms)	18/02/2019
4610	Safety	Supply	Institutes for Behavior Resources, Inc.	Virgin Australia Airlines Pty Ltd	Master Services Agreement	22/10/2014
4616	IT	Supply	COMPUTERSHARE INVESTOR SERVICES PTY LIMITED	Virgin Australia Holdings Limited	Computershare – Registry Terms and Conditions of Service	26/11/2015
4574	Property Leases	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Mini IT Sales Agreement (Domestic Terminal, COM1 to IG76)	28/02/2020
4575	Property Leases	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Mini IT Sales agreement (Domestic Terminal Temp Offices)	02/2020

4576	Property Leases	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Mini IT Sales Agreement (Domestic Terminal Fibre Services)	19/04/2018
4577	Property Leases	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Third Party CCTV Access Agreement – Apron Monitoring (CSBNE-CCTV003)	18/10/2016
4578	Property Leases	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Electricity Supply Agreement	31/12/2020

Counterparty	Virgin Australia Parties	Contract	Date
Various	Virgin Australia Airlines Pty Ltd	Travel Agency Main Agreement for travel agent account	
International Air Transport Association	Virgin Australia Airlines Pty Ltd	Agreement for the provision of BSP Services to an Airline's General Sales Agents	14/08/2017
International Air Transport Association & anor	Virgin Australia Airlines Pty Ltd	Audit Agreement	16/01/2015
International Air Transport Association	Virgin Australia Airlines Pty Ltd	Contract for the Provision of IATA Timatic Services	7/08/2015
International Air Transport Association	Virgin Australia Airlines Pty Ltd	IATA Direct Data Solutions Contributed Data License Agreement	3/02.2017
Qantas Airways Limited, Regional Aviation Association of Australia Limited and Sydney Airports Corporation Limited	Virgin Australia Airlines Pty Ltd	Shareholders' Agreement in respect of Association of Airport Co-Ordination Australia Pty Ltd	16/12/2003

## Part 2

Number	Division	Stream	Supplier	Virgin Australia Parties	Contract	Date
140	Customer & Product	Supply	Nu-Pure Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Goods Supply Agreement (Australia)	8/07/2019
162	IT	Supply	Atech Services Pty Ltd	Virgin Australia Airlines Pty Ltd	Service Level Agreement	1/01/2019
275	Aircraft Operations	Supply	Aviem International, Inc.	Virgin Australia Airlines Pty Ltd	Service Agreement	1/07/2011
944	VARA	VARA	AViat Global Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Interim Service Level Agreement (SLA) Airbus A320 (IAE V2500) Maintenance Services	14/12/2018
974	VARA	VARA	Margaret River Busselton Tourism Association (Inc)	Virgin Australia Airlines Pty Ltd	Standard Ground Handling Agreement	1/07/2018
1100	VARA	VARA	Western Australia Institute of Martial Arts Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Services Agreement for Practical Security Training	18/02/2019
1480	Property Leases	Supply	City of Kalgoorlie-Boulder	Virgin Australia Regional Airlines Pty Ltd	Lease of Kalgoorlie-Boulder Airport	1/07/2009
1496	Property Leases	Supply	Newcastle Airport Partnership Company 1 Pty Ltd Newcastle Airport Partnership Company 2 Pty Ltd Newcastle Airport Partnership Company 3 Pty Ltd Newcastle Airport Partnership Company 4 Pty Ltd	Virgin Australia Cargo Pty Ltd	Exercise of Option for Sub Lease at Newcastle Airport Site	2/12/2018

1499	Property Leases	Supply	Pearl Coast Properties Pty Ltd	Virgin Australia Cargo Pty Ltd	Licence Agreement	15/07/2019
1506	Property Leases	Supply	Sunshine Coast Airport Pty Ltd	Virgin Australia Cargo Pty Ltd	Periodic Licence	19/02/2018
1516	Property Leases	Supply	Sydney Airport Corporation Limited	Virgin Australia Cargo Pty Ltd	Sublease	17/08/2015
1517	Property Leases	Supply	Sydney Airport Corporation Limited	Virgin Australia Cargo Pty Ltd	Sublease	17/08/2015
1773	IT	Supply	De Lage Landon Pty Ltd	Virgin Australia Airlines Pty Ltd and Virgin Blue Holdings Limited	Master Instalment Payment Agreement Schedule	2/12/2011
1775	IT	Supply	DXC Technology Australia Pty Limited	Virgin Australia Airlines Pty Ltd	Master Service Agreement for IT Services and SOW for Managed Services for Amazon Web Services.	13/06/2014
1776	IT	Supply	DXC Technology Australia Pty Limited	Virgin Australia Airlines Pty Ltd	Master Service Agreement for IT Services and SOW for Managed Services for Amazon Web Services.	13/06/2014
1791	IT	Supply	NIIT Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement	1/07/2014
1833	IT	Supply	TATA Consultancy Services Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement for Provision of Information Technology Services	10/03/2019
2056	Customer & Product	Supply	Global-C Limited	Virgin Australia Airlines Pty Ltd	Products Agreement for In Flight Products	1/02/2019
2057	Customer & Product	Supply	Unilode Aviation Solutions Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Agreement for Supply of Services	1/12/2018
2159	Safety	Supply	Elumina Group Pty Ltd	Virgin Australia Airlines Pty Ltd	Agreement to provide Quickclaim Comcare for Virgin Australia Airlines Pty Ltd	17/11/2016



2281	Cargo	Supply	K.D. National Services Pty Ltd	Virgin Australia Cargo Pty Ltd	Cargo Terminal Services Agreement	29/09/2019
2292	Cargo	Supply	Northwest Aviation Services Pty Ltd	Virgin Australia Airlines Pty Ltd	Standard Ground Handling Agreement - Simplified Procedure	1/06/2018
2302	Cargo	Supply	Mrs Elizabeth Anne Gray	Virgin Australia Cargo Pty Ltd	Cargo Terminal Services Agreement	29/09/2019
2338	Engineering	Supply	Honeywell Aerospace Singapore PTE Ltd	Virgin Australia Airlines Pty Ltd	GTCP 131-9B APU Not to Exceed Repair Agreement (Agreement No – 10-ATR-APAC-014GH)	24/05/2012
3245	Aircraft Operations	Supply	JEPPESEN AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd	Master Services Agreement VIR-19787 and all current Supplements	24/04/2014
3286	IT	Supply	Trax Technology Solutions Pte Ltd	Virgin Australia Airlines Pty Ltd	Purchase and Support Agreement	5/01/2001
4102	Revenue	Revenue & Alliances	Alliance Airlines Pty Limited	Virgin Australia Airlines Pty Ltd & ors	Marketing and Distribution Agreement	30/06/2019
4154	Property Leases	Supply	Mackay Airport Pty Limited	Virgin Australia Cargo Pty Ltd	Letter of Offer - Lease Building 11 & Associated Apron Licence	11/04/2016
4223	VARA	VARA	Freightshop Pty Ltd	Virgin Australia Cargo Pty Ltd	Cargo General Sales and Services Agency Agreement	27/02/2020
4439	Property Leases	Supply	Townsville Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Letter of Offer - Licence	1/10/2017
4441	Property Leases	Supply	Gold Coast Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Sublease	1/08/2009
4442	Property Leases	Supply	City of Karratha	Virgin Australia Cargo Pty Ltd	Lease Proposal	6/05/2020
4512	Revenue	Revenue & Alliances	Alliance Aviation Services Pty Limited	Virgin Australia Airlines Pty Ltd and Virgin Australia Regional Airlines Pty	Charter Alliance Agreement	17/08/2016

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4517	Revenue	Revenue & Alliances	Alliance Airlines Pty Limited	Virgin Australia Airlines Pty Ltd	IATA Standard Ground Handling Agreement	17/07/2017
4583	IT	Supply	De Lage Landen Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Instalment Payment Schedule Number 010	16/01/2020
4592	Engineering	Supply	Rockwell Collins Simulation & Training Solutions	Virgin Australia Airlines Pty Ltd	Software License Agreement	16/04/2007
4593	Engineering	Supply	Rockwell Collins Inc., Air Transport Systems	Virgin Australia Airlines Pty Ltd	Preferred Supplier Agreement for BFE/SPE Avionics Equipment between Virgin Blue Airlines and Rockwell Collins	10/12/2010
4594	Engineering	Supply	Rockwell Collins Inc	Virgin Australia Airlines Pty Ltd	Preferred Supplier Agreement for BFE/SPE Avionics Equipment between Rockwell Collins and Virgin Australia	29/03/2018

## Part 3

Each of the contracts described in sections 3.1 and 3.2 in relation to each facility will be an Excluded Contract subject to the Deed Proponent confirming to the Deed Administrators in the Excluded Contracts Designation Notice that the counterparty has entered into an amendment agreement in relation to the contracts relating to that facility with the relevant Deed Companies prior to Completion, and any conditions to the effectiveness of the amendments contemplated by that amendment agreement have been satisfied or waived (or will be satisfied simultaneously with Completion).

### 3.1 ANZ MOFA

1. Facility Agreement between VAA, VAH, Tiger Airways and Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (**ANZ**) dated 19 August 2013 as amended from time to time.
2. Specific Security Agreement between VAA and ANZ dated 19 August 2013.
3. Leasehold Mortgage between VAA and ANZ dated 19 August 2013.
4. Specific Security Agreement between VAA and ANZ dated 23 December 2015 (in relation to the B737-700 aircraft with registration VH-HBY).
5. Specific Security Agreement between VAA and ANZ dated 23 December 2015 (in relation to the B737-700 aircraft with registration VH-VBZ).
6. Specific Security Agreement dated 15 December 2017 (in relation to the B737-800 aircraft with registrations VH-VOL).
7. Specific Security Agreement between VAA and ANZ dated 15 December 2017 (in relation to the B737-800 aircraft with registrations VH-VON).
8. Specific Security Agreement between Tiger Airways and ANZ dated on or about 31 January 2020 (V2527M-A5 engines).
9. Access Agreement between the VAA, ANZ and Aviation Training Australasia Pty Ltd ACN 110 309 487 dated 19 August 2013.
10. Deed of consent relating to the sub-lease of the Property (3 Melia St, Brisbane Airport) between VAA, ANZ and Brisbane Airport Corporation Pty Limited ACN 076 870 650 dated 19 August 2013.
11. Priority Deed between VAA, ANZ and Commonwealth Bank of Australia ABN 48 123 123 124 dated 19 August 2013.
12. Amendment and Restatement Deed (Facility Agreement) between VAA, VAH and ANZ dated on or about 27 December 2013.
13. Amendment and Restatement Deed No. 2 (Facility Agreement) between VAA, VAH and ANZ dated on or about 28 February 2014.
14. Amendment and Restatement Deed No. 3 (Facility Agreement) between VAA, VAH and ANZ dated 23 December 2015.
15. Amendment and Restatement Deed No. 4 (Facility Agreement) between VAA, VAH and ANZ dated on or about 23 December 2016.
16. Amendment and Restatement Deed No. 5 (Facility Agreement) between VAA, VAH and ANZ dated 15 December 2017.
17. Amendment and Restatement Deed No. 6 (Facility Agreement) between VAA, VAH and ANZ dated 12 December 2018.

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18. Amendment and Restatement Deed No. 7 (Facility Agreement) between VAA, VAH and ANZ dated 11 June 2019.
  19. Amendment and Restatement Deed No. 8 (Facility Agreement) between VAA, VAH, Tiger Airways and ANZ dated on or about 31 January 2020.
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### 3.2 VRPL Loan Facility

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1. 2014 Loan Facility Deed between VAA and Velocity Rewards Pty Ltd ACN 580 890 951 as trustee for the Loyalty Trust (**VRPL**) dated 27 August 2014 as amended and restated by a variation letter dated 27 August 2017 between VAA and VRPL and as further amended by a supplemental deed dated 28 July 2016 between VAA and VRPL, an extension deed dated 27 August 2018 between VAA and VRPL, an amendment deed dated 29 July 2019 between VAA and VRPL and a facility limit increase deed dated 18 December 2019 between VAA and VRPL.
  2. Specific security deed (convertible notes) between VAAH and VRPL dated 27 August 2014.
  3. Deed Poll of Undertaking dated 14 August 2019 between VAA, VRPL and VAAH and accompanying notice from VAAH and VAA to VRPL.
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### 3.3 Merchant Facilities

Each of the contracts described in this section 3.3 will be an Excluded Contract subject to the Deed Proponent confirming to the Deed Administrators in the Excluded Contracts Designation Notice that the counterparty has entered into an amendment or waiver agreement in relation to the contract with the relevant Deed Companies prior to Completion, and any conditions to the effectiveness of the amendments or waivers contemplated by that amendment or waiver agreement have been satisfied or waived (or will be satisfied simultaneously with Completion).

#### Worldpay Merchant Facility

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1. Merchant Services Agreement between VAA, VAIA, Worldpay (UK) Limited, a company incorporated under the laws of England and Wales with company number 07316500, Worldpay Limited, a company incorporated under the laws of England and Wales with company number 03424752, Worldpay AP Ltd, a company incorporated under the laws of England and Wales with company number 05593466 and Worldpay Pty Ltd ACN 603 950 287 dated 21 June 2017 as amended from time to time and most recently by the Amendment Agreement entered into in 2019.
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#### American Express Merchant Facility

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2. Worldwide Agreement for American Express Card Acceptance between VAA and American Express Travel Related Services Company, Inc., a New York (U.S.A.) corporation as well as VAIA, VARA, VAA (SE Asia), Virgin Holidays, VAC, Tiger Airways and Tiger International dated 1 July 2018.

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**Diners Club Merchant Facility**

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3. Air Carrier Agreement Terms and Conditions between VAA, VAIA and Diners Club International Ltd dated 18 December 2009.

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**POLi Payment Services Agreement**

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4. POLi Payment Services Agreement – Australia and New Zealand POLi Direct between VAA and POLi Payments Pty Limited ABN 73 105 393 664 dated 28 June 2017.

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**Mastercard Processing Agreement**

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5. MiGS Processing Agreement between VAA and MasterCard Asia/Pacific Pte Ltd, a company incorporated in Singapore (registered number 199306324E) dated 15 February 2008 as amended from time to time including most recently by a Variation Letter dated 14 February 2014.
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### 3.4 Other

Each of the contracts described in this section 3.4 will be an Excluded Contract subject to the Deed Proponent confirming to the Deed Administrators in the Excluded Contracts Designation Notice that the counterparty has entered into an amendment agreement in relation to the contract with the relevant Deed Companies prior to Completion, and any conditions to the effectiveness of the amendments contemplated by that amendment agreement have been satisfied or waived (or will be satisfied simultaneously with Completion).

Number	Division	Stream	Supplier	Virgin Australia Parties	Contract	Date
15	Aircraft Operations	Supply	CAE Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Simulator Purchase Agreement for a Series 7000XR, Full Flight Simulator	28/06/2019
17	Aircraft Operations	Supply	Aviation Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Equipment and Facilities Agreement	18/05/2015

129	Customer & Product	Supply	Lufthansa Systems GmbH & Co. KG	Virgin Australia Airlines Pty Ltd	BIFI Amendment Agreement	21/09/2020
131	Customer & Product	Supply	Airline Cleaning Services Pty Ltd	Virgin Australia Airlines Pty Ltd	Supply Agreement	08/2020
132	Customer & Product	Supply	Perth Inflight Catering Services Pty Ltd as Trustee for The Ismar Family Trust T/A Perth Inflight Catering	Virgin Australia Airlines Pty Ltd	Supply Agreement	08/2020
134	Customer & Product	Supply	Stellar Group Pty Ltd	Virgin Australia Airlines Pty Ltd	Inflight Entertainment Supply Agreement	1/08/2017
139	Customer & Product	Supply	Touchpoint Global Pty Ltd	Virgin Australia Airlines Pty Ltd	Software Licence and Services Agreement	1/01/2014
141	Customer & Product	Supply	Perpetuity International Pty Ltd	Virgin Australia Airlines Pty Ltd	Uniform Supply Agreement	7/02/2020
142	Customer & Product	Supply	CUB Pty Ltd	Virgin Australia Airlines Pty Ltd	Business Support and Supply Agreement	1/07/2012
152	IT	Supply	Accertify Inc	Virgin Australia Airlines Pty Ltd	Master Terms and Conditions	27/03/2015
167	CSD	Supply	Swissport Pty Ltd	Virgin Australia Airlines Pty Ltd	STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE Annex B - Location(s), Agreed Services and Charges - to the Standard Ground Handling Agreement (SGHA) of January 2008	1/01/2017
169	CSD	Supply	Swissport New Zealand Ltd	Virgin Australia Airlines Pty Ltd	Standard Ground Handling Agreement (SGHA) - Simplified Procedure Annex B (January 2008) for Auckland (AKL), Wellington (WLG), Christchurch (CHC), Dunedin (DUD), and Queenstown (ZQN)	25/11/2017

172	CSD	Supply	Menzies Aviation (Ground Services) Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	AHM 830 Ground Handling Charge Note - Kalgoorlie (KGI)	1/10/2020
179	Aircraft Operations	Supply	Lodging Solutions, LLC, DBA Accommodations Plus International	Virgin Australia Airlines Pty Ltd	Crew Accommodation and Transportation Management Services Agreement	1/09/2015
182	CSD	Supply	Aus Flight Handling Pty Ltd atf AFH Trading Trust	Virgin Australia Airlines Pty Ltd	STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE Annex B - Location(s), Agreed Services and Charges - to the Standard Ground Handling Agreement (SGHA) of January 2008	1/12/2019
183	CSD	Supply	Oceania Aviation Services Pty Ltd	Virgin Australia Airlines Pty Ltd	STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE Annex B - Location(s), Agreed Services and Charges - to the Standard Ground Handling Agreement (SGHA) of January 2008	1/12/2016
186	CSD	Supply	Northwest Aviation Services Pty Ltd	Virgin Australia Airlines Pty Ltd	STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE Annex B - Location(s), Agreed Services and Charges - to the Standard Ground Handling Agreement (SGHA) of January 2008	1/06/2018
187	Engineering	Supply	Macquarie Bank Limited	Virgin Australia Airlines Pty Ltd & ors	MASTER LEASE AGREEMENT	10/01/2015
188	VARA	VARA	Weston Aviation Services Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Standard Ground Handling Agreement	1/04/2019
197	CSD	Supply	Capital Transport Services (VIC) Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Services Agreement for Baggage Courier Services	1/04/2020

203	CSD	Supply	Northern Airport Services Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Standard Ground Handling Agreement (SGHA) - Simplified Procedure Annex B (2008) - Kununarra (KNX)	1/02/2020
860	People	Supply	PageUp People Pty Ltd	Virgin Australia Airlines Pty Ltd	PageUp People Recruitment Software	25/07/2016
904	Finance	Supply	Accelya Kale Solutions Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement and SOW1	1/07/2018
912	Agency Agreements	Revenue & Alliances	Consolidated Travel Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
913	Agency Agreements	Revenue & Alliances	Expedia Group, Inc.	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
914	Agency Agreements	Revenue & Alliances	GBT Australia Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
915	Agency Agreements	Revenue & Alliances	Corporate Travel Management Group PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
916	Agency Agreements	Revenue & Alliances	CT Partners PTY LTD	Virgin Australia Airlines Pty Ltd	Agency Agreement	1/07/2020
918	Agency Agreements	Revenue & Alliances	CWT Australia Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
919	Agency Agreements	Revenue & Alliances	Webjet Marketing Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
920	Agency Agreements	Revenue & Alliances	Helloworld Group Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
921	Agency Agreements	Revenue & Alliances	Flight Centre Travel Group Limited	Virgin Australia Airlines Pty Ltd	Agency Agreement	1/07/2020
953	VARA	VARA	Taliska Investments Pty	Virgin Australia Regional Airlines	Lease	21/12/2012



			Ltd	Pty Ltd		
994	VARA	VARA	Taleris Global LLP	Virgin Australia Airlines Pty Ltd	Taleris Software License and Support Agreement	1/07/2015
1014	VARA	VARA	UFS Australasia Pty Ltd T/A Allsite Structure Rentals	Virgin Australia Regional Airlines Pty Ltd	Rental Agreement	7/12/2012
1064	VARA	VARA	Qantas Airways Limited	Virgin Australia Regional Airlines Pty Ltd	Training Agreement	1/04/2019
1250	Marketing	Supply	DDB Sydney Pty Ltd	Virgin Australia Airlines Pty Ltd	Advertising Agency Agreement	14/12/2017
1268	Marketing	Supply	PHD Network Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Media Planning and Buying Services Agreement	25/06/2019
1276	Marketing	Supply	Carlton Football Club Limited	Virgin Australia Airlines Pty Ltd	Sponsorship Agreement	11/01/2016
1277	Marketing	Supply	Australian Football League	Virgin Australia Airlines Pty Ltd	Deed of Variation and Renewal - Sponsorship Agreement	18/3/2019
1278	Marketing	Supply	Australian Football League	Virgin Australia Airlines Pty Ltd	Virgin Australia Air Travel Terms and Conditions Deed of Variation and Renewal	16/4/2019
1280	Marketing	Supply	GCFC Limited	Virgin Australia Airlines Pty Ltd	Sponsorship Agreement	1/01/2019
1288	Marketing	Supply	EveryMundo LLC	Virgin Australia Airlines Pty Ltd	Master Products Service Agreement	1/06/2017
1363	Facilities	Supply	BGIS Pty Ltd	Virgin Australia Airlines Pty Ltd	Facilities Management Services Agreement	18/02/2018
1454	Property Leases	Supply	Adelaide Airport Ltd	Virgin Australia Airlines Pty Ltd	Memorandum of Underlease	17/02/2006

1460	Property Leases	Supply	Australia Pacific Airports (Launceston) Pty Ltd	Virgin Australia Airlines Pty Ltd	Lease	1/12/2008
1461	Property Leases	Supply	Australia Pacific Airports (Launceston) Pty Ltd	Virgin Australia Airlines Pty Ltd	Lease	25/04/2016
1463	Property Leases	Supply	Australia Pacific Airports (Melbourne) Pty Limited	Virgin Australia Airlines Pty Ltd	Commercial Lease	1/07/2007
1466	Property Leases	Supply	Brisbane Airport Corporation Pty Ltd	Virgin Australia Airlines Pty Ltd	Sublease	15/12/2005
1467	Property Leases	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Sublease	1/07/2014
1470	Property Leases	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Heads of Agreement	1/01/2019
1472	Property Leases	Supply	Cairns Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Casual Tenancy Agreement	1/11/2007
1474	Property Leases	Supply	Canberra Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Sublease	13/03/2013
1475	Property Leases	Supply	Canberra Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Sublease	20/05/2019
1476	Property Leases	Supply	Canberra Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Sublease	13/03/2013
1479	Property Leases	Supply	City of Greater Geraldton	Virgin Australia Regional Airlines Pty Ltd	Deed of Lease	1/10/2012
1481	Property Leases	Supply	City of Karratha	Virgin Australia Airlines Pty Ltd	Lease of Part of the Karratha Airport Terminal	1/12/2014
1482	Property Leases	Supply	The Council of the City of Coffs Harbour	Virgin Australia Airlines Pty Ltd	Lease and Agreement	1/07/2014

1492	Property Leases	Supply	Hobart International Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Deed of Sublease	24/11/2014
1497	Property Leases	Supply	Newcastle Airport Partnership Company 1 Pty Ltd Newcastle Airport Partnership Company 2 Pty Ltd Newcastle Airport Partnership Company 3 Pty Ltd Newcastle Airport Partnership Company 4 Pty Ltd	Virgin Australia Airlines Pty Ltd	Sublease and Variation of Lease	1/04/2015
1502	Property Leases	VARA	Perth Airport Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Commercial Lease	4/06/2013
1504	Property Leases	Supply	Rockhampton Regional Council	Virgin Australia Airlines Pty Ltd	Lease/Sublease	1/09/2006
1507	Property Leases	Supply	Sunshine Coast Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Lease	1/02/2019
1508	Property Leases	TT	Sydney Airport Corporation Limited	Tiger Airways Australia Pty Ltd	Terms Sheet	1/08/2017
1509	Property Leases	Supply	Sydney Airports Corporation Limited	Virgin Australia Airlines Pty Ltd	Sublease	6/12/2002
1510	Property Leases	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Proposed Pricing Agreement	31/01/2013
1511	Property Leases	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Proposed Sub-Lease to Virgin Blue Airlines Pty Limited	1/08/2010
1512	Property Leases	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Sublease	1/03/2008

1513	Property Leases	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Proposed Sub-Lease to Virgin Blue Airlines Pty Ltd	1/08/2006
1515	Property Leases	TT	Sydney Airport Corporation Limited	Tiger Airways Australia Pty Ltd	Sublease	1/06/2012
1518	Property Leases	Supply	Sydney Airport Corporation Ltd	Virgin Australia Airlines Pty Ltd	Proposed Sub-Lease to Virgin Blue Airlines Pty Ltd	4/08/2006
1519	Property Leases	Supply	Taliska Investments Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	VARA HQ lease	21/12/2012
1521	Property Leases	Supply	Townsville Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Lease	
1751	Customer & Product	Supply	Coca Cola Amatil (Aust) Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Goods Supply Agreement (Australia)	1/08/2017
1779	IT	Supply	IBS Software Europe Ltd	Virgin Australia Airlines Pty Ltd	iCargoNet Hosted Software Agreement and Amendments	28/04/2015
1780	IT	Supply	IBS Software Canada Ltd	Virgin Australia Airlines Pty Ltd	Software License and Services Agreement	29/10/2002
1811	IT	Supply	Ricoh Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement	31/10/2019
1835	IT	Supply	TECH MAHINDRA LIMITED	Virgin Australia Airlines Pty Ltd	Master Services Agreement , SoWs 171, 170	24/11/2014
1856	Aircraft Operations	Supply	DTN, LLC, FEIN 20-5551424	Virgin Australia Airlines Pty Ltd	Services Agreement for Data and Briefing Services for Aviation Weather Forecasting	11/02/2019
1870	Airport	Supply	Adelaide Airport Ltd	Virgin Australia Airlines Pty Ltd	LANDING FEE AGREEMENT	1/07/2017
1871	Airport	Supply	Adelaide Airport Ltd	Virgin Australia Airlines Pty Ltd	Priority Licence	17/02/2006

1873	Airport	Supply	Adelaide Airport Ltd	Virgin Australia Airlines Pty Ltd	PFC Deed	23/10/2003
1875	Airport	Supply	Alice Springs Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Aeronautical Pricing Agreement (Domestic)	1/03/2015
1880	Airport	Supply	Ballina Shire Council	Virgin Australia Airlines Pty Ltd	Services Agreement	1/01/2017
1881	Airport	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Commercial Agreement	20/02/2020
1882	Airport	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Aviation Services & Charges Agreement - Runway Systems	6/04/2017
1883	Airport	Supply	Brisbane Airport Corporation Pty Limited	Virgin Australia Airlines Pty Ltd	Aviation Services & Charges Agreement - Terminal, Aprons & Related Infrastructure	20/01/2020
1884	Airport	Supply	Broome International Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Airport Services Agreement	1/01/2015
1885	Airport	Supply	Cairns Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Aeronautical Pricing Agreement (Domestic)	1/07/2018
1887	Airport	Supply	Canberra Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Airfield Services Agreement	16/12/2016
1888	Airport	Supply	Canberra Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Aircraft Gates Licence	19/10/2010
1896	Airport	Supply	Coffs Harbour City Council	Virgin Australia Airlines Pty Ltd	Airport Services and Pricing Agreement	1/07/2015
1898	Airport	Supply	Darwin International Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Aeronautical Pricing Agreement	1/07/2017
1902	Airport	Supply	Central Highlands Regional Council	Virgin Australia Airlines Pty Ltd	Terms of Use	14/05/2016

1904	Airport	Supply	Gold Coast Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Aeronautical Services Agreement	31/07/2018
1905	Airport	Supply	Hamilton Island Travel Pty Limited	Virgin Australia Airlines Pty Ltd	Route Agreement - BNE & SYD FY15 - FY19	1/07/2014
1907	Airport	Supply	Hobart International Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Aeronautical Pricing Agreement	1/07/2010
1912	Airport	Supply	AUSTRALIA PACIFIC AIRPORTS (LAUNCESTON) PTY. LIMITED	Virgin Australia Airlines Pty Ltd	Aeronautical Facilities Agreement	1/07/2010
1917	Airport	Supply	Australia Pacific Airports (Melbourne) Pty Limited	Virgin Australia Airlines Pty Ltd	Aeronautical Services Agreement	24/04/2018
1918	Airport	Supply	Australia Pacific Airports (Melbourne) Pty Limited	Virgin Australia Airlines Pty Ltd	Terminal Facilities Agreement	24/07/2017
1919	Airport	Supply	Australia Pacific Airports (Melbourne) Pty Limited	Virgin Australia Airlines Pty Ltd	T3 Future Development Agreement	6/04/2018
1925	Airport	Supply	Newcastle Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Conditions of Use	1/07/2016
1932	Airport	Supply	Perth Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Aeronautical Services Agreement (Domestic & International) - Perth Airport	1/07/2018
1934	Airport	Supply	Port Macquarie-Hastings Council	Virgin Australia Airlines Pty Ltd	Aeronautical Services Agreement	1/07/2019
1941	Airport	Supply	Rockhampton Regional Council	Virgin Australia Airlines Pty Ltd	Aeronautical Services Agreement	1/07/2019
1942	Airport	Supply	Sunshine Coast Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Aeronautical Services Agreement	1/07/2019

1945	Airport	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Terminal 2 (Domestic) Agreement	6/12/2002
1946	Airport	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Terminal 2 (Domestic) - Pier A Redevelopment Pricing Agreement	1/03/2012
1948	Airport	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	T2 Commercial Agreement	6/12/2002
1949	Airport	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Kiosk Licence Agreement	11/01/2019
1950	Airport	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Aeronautical Services Agreement for International Air Operators	13/08/2018
1952	Airport	Supply	Townsville Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Airport Use and Charges Agreement	1/07/2013
1963	Airport	Supply	Canberra Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Terminal Services Agreement	19/10/2010
1967	Airport	Supply	Canberra Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Check-in Counter Licence	19/10/2010
1982	CCO	Supply	Adobe Systems Software Ireland Limited	Virgin Australia Airlines Pty Ltd	Adobe Enterprise Licensing Terms (Adobe Contract Number: 00788871), including all Sales Orders entered into under the Adobe Enterprise Licensing Terms	29/11/2019
1994	CCO	Supply	SITEL Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement for Contact Centre Services entered and each Statement of Work	1/10/2017
2016	CCO	Supply	Cover-More Insurance Services Pty Ltd	Virgin Australia Airlines Pty Ltd	Authorised representative agreement	30/10/2015
2039	CCO	Supply	Expedia Inc. and Expedia Lodging Partner Services Sarl	Virgin Australia Airlines Pty Ltd	Expedia Co-Brand Marketing Agreement	15/11/2018

2050	CCO	Supply	Amadeus IT Group, S.A.	Virgin Australia Airlines Pty Ltd	Global Distribution Agreement (GDA)	1/11/2011
2055	Customer & Product	Supply	B/E Aerospace, INC. Commercial Aircraft Segment	Virgin Australia Airlines Pty Ltd	General Terms and Product Support Agreement for Aircraft Passenger Seats	17/12/2013
2160	Safety	Supply	Employers Mutual Limited (EML)	Virgin Australia Airlines Pty Ltd	Services Agreement for Claims Management Services	1/09/2017
2184	Safety	Supply	Intelix Technologies Inc.	Virgin Australia Airlines Pty Ltd	Intelix Technologies Inc. Software licence Agreement	30/09/2013
2195	Safety	Supply	MedAire (APMEA) Pte Ltd	Virgin Australia Airlines Pty Ltd	Master Services Agreement for Education, Medical and Security services dated April 2019	1/04/2019
2198	Safety	Supply	Multipoint Technologies Pty Ltd	Virgin Australia Airlines Pty Ltd	Products and Services Agreement for provision of Emergency Medical Kits	1/07/2019
2242	Safety	Supply	Unified Healthcare Group Pty Ltd	Virgin Australia Airlines Pty Ltd	Master Service Agreement	1/05/2016
2344	Engineering	Supply	Delta Air Lines Inc	Virgin Australia Airlines Pty Ltd	Maintenance Services Agreement	23/11/2015
2358	Engineering	Supply	CFM International Inc	Virgin Australia Airlines Pty Ltd	Letter Agreement NO.1 TO GTA No.CFM-1-2694635901	4/03/2018
2368	Engineering	Supply	AAR Landing Gear Services a division of AAR Landing Gear LLC, a Florida limited liability company of 9371 NW 100th Street, Miami, FL 33178 USA	Virgin Australia Airlines Pty Ltd	Maintenance Services Agreement	1/01/2016
2374	Engineering	Supply	Safran Landing Systems plc	Virgin Australia Airlines Pty Ltd	737NG / 737MAX Nose and Main Wheel and Carbon Brake Agreement	22/09/2015



2381	Engineering	Supply	Goodyear	Virgin Australia Airlines Pty Ltd	Products and Services Agreement for the Supply of Aircraft Tyres	1/08/2016
2383	Engineering	Supply	TP Aerospace Technics Pty Ltd	Virgin Australia Airlines Pty Ltd	Aircraft Component Maintenance Services Agreement	21/09/2016
2399	Engineering	Supply	Schenker Australia Pty Limited	Virgin Australia Airlines Pty Ltd	Freight Forwarding Agreement	4/06/2014
2403	Engineering	Supply	Permagard	Virgin Australia Airlines Pty Ltd	Agreement for the Supply of Services	5/03/2018
2410	Engineering	Supply	GSAero	Virgin Australia Airlines Pty Ltd	Part 21M/J Engineering Design Services	27/10/2016
2420	Engineering	Supply	Aircraft Interiors Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Products and Services Agreement: Carpet Fabrication	1/09/2018
2544	Engineering	Supply	SANAD AERO SOLUTIONS GMBH	VIRGIN AUSTRALIA AIRLINES PTY LIMITED	INVENTORY ACCESS AGREEMENT IN RELATION TO B737NG AND ERJ COMPONENTS	27/07/2011
2579	Engineering	Supply	Rockwell Collins Simulation and Training Solutions LLC (Collins Aerospace)	Virgin Australia Airlines Pty Ltd	Visual System Agreement for New B737MAX and Spare Projector	16/12/2019
2616	Engineering	Supply	Interiors Aeroservices Pty Ltd	Virgin Australia Airlines Pty Ltd	Aircraft Component Maintenance Services Agreement	1/05/2017
2629	Engineering	Supply	PDQ Airspaces Pte Ltd	Virgin Australia Airlines Pty Ltd	Products and Services Agreement for Hardware Category	3/12/2019
2909	Engineering	Supply	Pacific Sky (Beijing) Consulting Pty Ltd	Virgin Australia Airlines Pty Ltd	Warranty Services Agreement Pacific Sky (Beijing) Consulting Pty Ltd 2020	5/01/2019
3032	Engineering	Supply	GE Aviation Systems Ltd	Virgin Australia Airlines Pty Ltd	Aircraft Component Maintenance Services Agreement	1/06/2017
3305	Aircraft	Supply	Aero Adapt Pty Ltd	Virgin Australia Airlines Pty Ltd	Standard Ground Handling Agreement	18/10/2018

Operations

3660	Revenue	Revenue & Alliances	UNISPACE GLOBAL PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/04/2019
3665	Revenue	Revenue & Alliances	MCI AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3843	Revenue	Revenue & Alliances	ORKDALE PTY LTD AS TRUSTEE FOR THE ORKDALE TRUST T/A GLOCAL JET INTERNATIONAL	Virgin Australia Airlines Pty Ltd	Virgin Australia Corporate Air Travel Services Agreement	1/10/2018
3867	Agency Agreements	Revenue & Alliances	BCD Travel (Australia) Holdings Pty Ltd	Virgin Australia Airlines Pty Ltd	Agency Agreement	1/07/2020
3868	Agency Agreements	Revenue & Alliances	The CT Connections Travel Group Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3869	Agency Agreements	Revenue & Alliances	TRAVELGENIO AUSTRALIA PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3971	Revenue	Revenue & Alliances	Etihad Airways PJSC	Virgin Australia Airlines Pty Ltd & ors	Codeshare agreement	1/10/2010
3872	Agency Agreements	Revenue & Alliances	CARNIVAL PLC T/A CARNIVAL AUSTRALIA	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3873	Agency Agreements	Revenue & Alliances	TRAVEL ONLINE PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3875	Agency Agreements	Revenue & Alliances	AZ JILING PTY LTD T/A TRAVEL EXCHANGE(PERTH)	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3876	Agency Agreements	Revenue & Alliances	HAMILTON ISLAND TRAVEL PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020

3877	Agency Agreements	Revenue & Alliances	SPECIALIST HOLIDAYS PTY LIMITED	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3878	Agency Agreements	Revenue & Alliances	KALHAVEN HOLDINGS PTY LTD T/A DISCOVER AUSTRALIA HOLIDAYS	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3980	Revenue	Revenue & Alliances	Etihad Airways PJSC	Virgin Australia Airlines Pty Ltd & ors	Commercial Cooperation Agreement	26/08/2010
3881	Agency Agreements	Revenue & Alliances	THE TRAVEL CORPORATION PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3882	Agency Agreements	Revenue & Alliances	TRIP.COM AUSTRALIA Pty Limited	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3883	Agency Agreements	Revenue & Alliances	CLUB MEDITERRANEE (AUSTRALIA) PTY LTD	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3884	Agency Agreements	Revenue & Alliances	RCL CRUISES LTD	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3885	Agency Agreements	Revenue & Alliances	AUSTRALIA NEW ZEALAND CENTRAL RESERVATIONS OFFICE PTY LIMITED T/A ANZCRO	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3897	Agency Agreements	Revenue & Alliances	First Travel Group Limited	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3900	Agency Agreements	Revenue & Alliances	Argo Travel	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3901	Agency Agreements	Revenue & Alliances	Lodhias Travel Services Limited	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3902	Agency	Revenue &	MACQUARIE	Virgin Australia Airlines Pty Ltd &	Agency Agreement	1/07/2020

	Agreements	Alliances	TRAVELWORLD SERVICES LIMITED	ors		
3903	Agency Agreements	Revenue & Alliances	ONEWORLD FLIGHT CENTRE LTD	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3904	Agency Agreements	Revenue & Alliances	PAN PACIFIC TOURS SUVA	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3905	Agency Agreements	Revenue & Alliances	South Pacific Travel	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
3906	Agency Agreements	Revenue & Alliances	GUADALCANAL TRAVEL SERVICES	Virgin Australia Airlines Pty Ltd & ors	Agency Agreement	1/07/2020
4107	Cargo	Supply	Menzies Aviation (Australia) Pty Ltd	Virgin Australia Cargo Pty Ltd	Cargo Terminal Services Agreement	1/04/2018
4109	Cargo	Supply	Pak Fresh Handling Pty Ltd	Virgin Australia Cargo Pty Ltd	Cargo Handling Services Agreement_Pak Fresh	1/04/2020
4121	Aircraft Operations	Supply	GE Flight Efficiency Services, Inc. And Naverus Inc	Virgin Australia Airlines Pty Ltd	Agreement #20170831VA-FRM_FM- EX123	19/04/2018
4152	Property Leases	Supply	Cairns Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Proposed Lease of Premises, Domestic Terminal Building	15/06/2009
4153	Property Leases	Supply	Cairns Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Lease/Sublease	25/10/2018
4155	Property Leases	Supply	Gold Coast Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Sublease	30/05/2012
4156	Property Leases	Supply	Town of Port Hedland	Virgin Australia Airlines Pty Ltd	Lease of a Portion of Port Hedland International Airport Terminal Building and Lease between Virgin Australia and Town of Port Hedland	1/04/2009

4157	Property Leases	Supply	Mackay Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Proposed Lease	1/07/2011
4184	Finance	Supply	Ricoh Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Products and Services Agreement for HR & Payroll Records Conversion to Digital Cover Page	26/02/2019
4333	Aircraft Operations	Supply	Action NMSW Pty Ltd T/A Novotel South Wharf	Virgin Australia Airlines Pty Ltd	Crew Accommodation Agreement	6/08/2018
4335	Aircraft Operations	Supply	LPP Hospitality Pty Ltd t/as Larmont Sydney	Virgin Australia Airlines Pty Ltd	Crew Accommodation Agreement	2/02/2019
4349	Aircraft Operations	Supply	Burswood Nominees Limited ABN 24 078 250 307 A.T.F. Burswood Property Trust ABN 35 491 489 282 trading as Crown Perth	Virgin Australia Airlines Pty Ltd	Crew Accommodation Agreement	9/02/2018
4368	Aircraft Operations	Supply	Boeing Singapore Training and Flight Services Pte. Ltd.	Virgin Australia Airlines Pty Ltd	Order No. 18-VOZ-122087-FT	12/11/2018
4381	IT	Supply	IBS Software Europe Ltd	Virgin Australia Airlines Pty Ltd	iFly Staff Hosted Software Agreement and amendments	18/11/2013
4385	Engineering	Supply	Aircraft Interiors Australia Pty Ltd	Virgin Australia Airlines Pty Ltd & ors	Products and Services Agreement: Curtain and Tie Backs	1/07/2017
4412	Property Leases	Supply	Adelaide Airport Ltd	Virgin Australia Airlines Pty Ltd	Agreement for Lease	13/02/2020
4414	Property Leases	Supply	Canberra Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Licence Agreement for Ground Services Equipment Areas	13/03/2013
4415	Property Leases	Supply	Canberra Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Sublease	13/03/2013

4420	Property Leases	Supply	Australia Pacific Airports (Melbourne) Pty Limited	Virgin Australia Airlines Pty Ltd	Melbourne Airport Passenger Lounge Lease	10/02/2014
4421	Property Leases	Supply	Australia Pacific Airports (Melbourne) Pty Limited	Virgin Australia Airlines Pty Ltd	Melbourne Airport Passenger Lounge Lease (Rooftop)	13/01/2014
4422	Property Leases	Supply	Australia Pacific Airports (Melbourne) Pty Limited	Virgin Australia Airlines Pty Ltd	Melbourne Airport Terminal Building Lease	7/02/2019
4423	Property Leases	Supply	Australia Pacific Airports (Melbourne) Pty Limited	Virgin Australia Airlines Pty Ltd	Melbourne Airport Terminal Building Lease	9/05/2017
4424	Property Leases	Supply	Perth Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Commercial Lease	22/11/2015
4427	Property Leases	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Terms Sheet	31/12/2014
4429	Property Leases	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Proposed Sub-Lease	1/10/2007
4430	Property Leases	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Sublease	1/02/2004
4437	Property Leases	VARA	Perth Airport Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Lease and Variation of Sublease	14/01/2013 1/07/2018
4447	Airport	Supply	Alice Springs Airport Pty Ltd	Virgin Australia Airlines Pty Ltd	Deed of Variation of Aeronautical Pricing Agreement (Domestic)	1/07/2015
4461	VARA	VARA	Rio Tinto Services Limited	Virgin Australia Regional Airlines Pty Ltd	Umbrella Supply Contract Services (and Associated Goods) plus Variation Agreements No. 1 to 4	30/06/2008
4462	VARA	VARA	Argyle Diamonds Limited	Virgin Australia Regional Airlines Pty Ltd	Contract for Services (and Associated Goods) Perth Argyle Air Charter Service and Variation Agreements No. 1 to 3	1/07/2013

4463	VARA	VARA	BHP Billiton Iron Ore Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Services Contract for the provision of charter aviation services and Amending Deed	9/06/2014
4465	VARA	VARA	Chevron Australia Pty Ltd	Virgin Australia Regional Airlines Pty Ltd	Aircraft Services Contract No. C1565700 and Work Order No C1566454 – Onslow	1/09/2017
4468	VARA	VARA	Pilgangoora Operations Pty Ltd	Virgin Australia Regional Airlines Pty Ltd (Administrators Appointed)	Charter Services Agreement	22/09/2020
4521	Airport	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Conditions of Use	1/07/2020
4522	Airport	Supply	Sydney Airport Corporation Limited	Virgin Australia Airlines Pty Ltd	Price Agreement for Domestic Runway Charge	1/05/2012
4523	Airport	Supply	Canberra Airport Pty Limited	Virgin Australia Airlines Pty Ltd	Baggage Reclaim Licence	19/10/2010
4602	Engineering	Supply	CFM International Inc	Virgin Australia Airlines Pty Ltd	General Terms Agreement No. CFM CFM-1-2694635901	31/03/2018
4603	Engineering	Supply	CFM International Inc	Virgin Australia Airlines Pty Ltd	Letter regarding Change to VAA B737Max Order	1/08/2019
4611	IT	Supply	Ricoh Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Statement of Work - AR Conversion	22/02/2019
4612	IT	Supply	Ricoh Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Goods Annexure Payroll Digital Solution	30/07/2018
4613	IT	Supply	Ricoh Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Kodak Scanner Welshpool	24/05/2018
4614	IT	Supply	Ricoh Australia Pty Ltd	Virgin Australia Airlines Pty Ltd	Customer Contract to Master Services Agreement	31/10/2019

## Part 4

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### MSN 40998

1. Sublease Agreement between VB Leaseco No 2 as lessor and VAA as lessee dated 23 November 2011.
2. Sublease Amendment Agreement between VB Leaseco No 2 as lessor and VAA as lessee dated on or about 30 March 2012.
3. Sublease Amendment Agreement between VB Leaseco No 2 as lessor and VAA as lessee dated 17 November 2016.
4. Lessee Guarantee Confirmation between VAA as lessee guarantor and as sublessee, VB Leaseco No 2 as lessee and Melbourne Aircraft Leasing (UK) Limited as lessor dated 14 June 2017.
5. Deed of Guarantee between VAA as guarantor and Melbourne Aircraft Leasing (UK) Limited as lessor dated 17 November 2016.
6. Assignment of Insurances between VAA as assignor and Melbourne Aircraft Leasing (UK) Limited as assignee dated 17 November 2016.
7. Airframe Warranty Agreement between Platypus Aircraft Leasing (Ireland) Limited as owner, Melbourne Aircraft Leasing (UK) Limited as lessor, VB Leaseco No 2 as lessee and VAA dated 17 November 2016.
8. Engine Warranty Assignment Agreement between Platypus Aircraft Leasing (Ireland) Limited as assignee, Melbourne Aircraft Leasing (UK) Limited as lessor, VB Leaseco No 2 as lessee and VAA as assignor dated 17 November 2016.
9. Consent and Agreement (Engine Warranties) between CFM International, Inc., Platypus Aircraft Leasing (Ireland) Limited as owner, Melbourne Aircraft Leasing (UK) Limited as lessor, VB Leaseco No 2 as lessee and VAA dated 17 November 2016.
10. PPS Side Letter from VB Leaseco No 2 as lessee and VAA as sublessee to Platypus Aircraft Leasing (Ireland) Limited as owner and Melbourne Aircraft Leasing (UK) Limited as lessor dated 17 November 2016.
11. Deregistration Power of Attorney from VAA to Melbourne Aircraft Leasing (UK) Limited as lessor and attorney dated 17 November 2016.
12. Quiet Enjoyment Undertaking from Platypus Aircraft Leasing (Ireland) Limited as owner to VB Leaseco No 2 as lessee and VAA as sublessee dated 17 November 2016.

### MSN 36605

13. Deed of Lease Amendment between Aircraft Leasing IV Limited, VB 800, VAA and VAH dated 26 December 2019.



14. Side Letter regarding Aircraft Lease Agreement from BOC Aviation (USA) Corporation to VB 800 and VAA dated 11 March 2015.
15. Sublease Agreement between VB 800 and VAA dated 11 March 2015.
16. Sublease Amendment Agreement between VB 800 and VAA dated 4 September 2018.
17. Joint and Several Guarantee between VAH and VAA as guarantors and Aircraft Leasing IV Limited dated 14 September 2018.
18. Notice of Security from VB 800 to VAA dated 4 September 2018.
19. Acknowledgement of Subordination from VB 800 and VAA to AS Air Lease IV (Ireland) Limited dated 4 September 2018.
20. Assignment of Insurances from VB 800, VAA and Aircraft Leasing IV Limited as assignee dated 4 September 2018.
21. Airframe Warranty Agreement between BOC Aviation (USA) Corporation, AS Air Lease 71 (Ireland) Limited, VB 800 and VAA and acknowledged by The Boeing Company dated 4 September 2018.
22. Engine Warranty Agreement between BOC Aviation (USA) Corporation, VAA as assignor and Aircraft Leasing IV Limited as assignee dated 4 September 2018.
23. Engine Consent and Agreement in respect of the Engine Warranty Agreement from CFM International, Inc. to BOC Aviation (USA) Corporation, VAA as assignor and Aircraft Leasing IV Limited as assignee dated 4 September 2018.
24. Notice and Acknowledgment of Security Assignment from Aircraft Leasing IV Limited to Citibank, N.A., VB 800, VAA and VAH dated 5 September 2018.
25. Deregistration Power of Attorney granted by VAA in favour of Aircraft Leasing IV Limited dated 4 September 2018.
26. Letter of Quiet Enjoyment from Citibank, N.A. to VB 800 and VAA dated 5 September 2018.
27. Quiet Enjoyment Letter from AS Air Lease 71 (Ireland) Limited to VB 800 and VAA dated 4 September 2018.
- MSN 36607**
28. Deed of Lease Amendment between Aircraft Leasing VI Limited, VB 800, VAA and VAH dated 26 December 2019.
29. Sublease Agreement between VB 800 and VAA dated 6 November 2009.
30. Sublease Amendment Agreement between VB 800 and VAA dated 6 June 2019.

31. Consent Letter and Reservation of Rights in respect of cabin modifications by BOC Aviation (USA) Corporation dated 9 May 2011 and attached letter from VAA dated 25 March 2011 and letter from VAA dated 11 July 2011.

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32. Joint and Several Guarantee between VAH and VAA as guarantors and Aircraft Leasing VI Limited dated 6 June 2019.

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33. Acknowledgement of Subordination from VB 800 and VAA to Aircraft Leasing VI Limited dated 6 June 2019.

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34. Assignment of Insurances between VB 800, VAA and Aircraft Leasing VI Limited as assignor dated 6 June 2019.

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35. Airframe Warranty Agreement between BOC Aviation (USA) Corporation, AS Air Lease 108 (Ireland) Limited, VB 800 and VAA and acknowledged by The Boeing Company dated 6 June 2019.

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36. Initial Notice in respect of the Engines Warranties Agreement (ESN 802642) from Aircraft Leasing VI Limited and VAA and acknowledged by CFM International, Inc. dated 6 June 2019.

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37. Initial Notice in respect of the Engines Warranties Agreement (ESN 802648) from Aircraft Leasing VI Limited and VAA and acknowledged by CFM International, Inc. dated 6 June 2019.

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38. Notice and Acknowledgment of Security Assignment from Aircraft Leasing VI Limited to UMB Bank, N.A., VB 800, VAA and VAH dated 28 May 2019.

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39. Deregistration Power of Attorney granted by VAA in favour of Aircraft Leasing VI Limited dated 6 June 2019.

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40. Letter of Quiet Enjoyment from UMB Bank, N.A. to VB 800 and VAA dated 6 June 2019.

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41. Quiet Enjoyment Letter from AS Air Lease 108 (Ireland) Limited to VB 800 and VAA dated 6 June 2019.

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**MSN 39449**

42. Aircraft Lease Agreement between MSN 39449 Leasing Limited as lessor and VB LeaseCo as lessee dated 10 September 2010.

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43. Aircraft Lease Novation and Amendment Deed between MSN 39449 Leasing Limited as existing lessor, Falcon Aerospace France 4 SARL as new lessor and VB Leaseco as lessee dated 9 April 2017.

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44. Aircraft Lease Amendment Agreement between Falcon Aerospace France 4 SARL and VB Leaseco as lessee dated 15 June 2017.

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45. Aircraft Lease Novation and Amendment Deed No. 2 between Falcon Aerospace France 4 SARL, Aircraft Leasing IV Limited as new lessor and VB Leaseco dated 30 August 2018.

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46. Sublease Agreement between VB Leaseco and VAA dated 10 September 2010.
47. Sublease Amendment Agreement between VB Leaseco and VAA dated on or about 9 April 2017.
48. Sublease Amendment Agreement between VB Leaseco and VAA dated 30 August 2018.
49. Guarantee between VAA as guarantor and Aircraft Leasing IV Limited dated 30 August 2018.
50. Assignment of Insurances between VAA as assignor and Aircraft Leasing IV Limited as assignee dated 30 August 2018.
51. Airframe Warranty Agreement between Falcon Aerospace France 4 SARL, AS Air Lease 74 (Ireland) Limited, Aircraft Leasing IV Limited, VAA and VB Leaseco and acknowledged by The Boeing Company dated 30 August 2018.
52. Notice and Acknowledgment of Security Assignment between Aircraft Leasing IV Limited, Citibank, N.A., VB Leaseco and VAA dated 30 August 2018.
53. Letter of Quiet Enjoyment from Citibank, N.A. to VB Leaseco and VAA dated 30 August 2018.
54. Quiet Enjoyment Undertaking between AS Air Lease 74 (Ireland) Limited as owner and VB Leaseco dated 30 August 2018.

**MSN 39450**

55. Aircraft Lease Agreement between MSN 39450 Leasing Limited as lessor and VB Leaseco as lessee dated 10 September 2010.
56. Aircraft Lease Novation and Amendment Deed between MSN 39450 Leasing Limited as existing lessor, Falcon Aerospace France 5 SARL as new lessor and VB Leaseco as lessee dated 7 April 2017.
57. Aircraft Lease Amendment Agreement No. 1 between Falcon Aerospace France 5 SARL and VB Leaseco as lessee dated 15 June 2017.
58. Aircraft Lease Novation and Amendment Deed No. 2 between Falcon Aerospace France 5 SARL, Aircraft Leasing IV Limited and VB Leaseco dated 4 September 2018.
59. Sublease Agreement between VB Leaseco and VAA dated 10 September 2010.
60. Sublease Amendment Agreement between VB Leaseco and VAA dated on or about 7 April 2017.
61. Sublease Amendment Agreement between VB Leaseco and VAA dated 4 September 2018.
62. Guarantee between VAA as guarantor and Aircraft Leasing IV Limited dated 4 September 2018.

63. Assignment of Insurances from VAA as assignor and Aircraft Leasing IV Limited as assignee dated 4 September 2018.
64. Airframe Warranty Agreement between Falcon Aerospace France 5 SARL, AS Air Lease 74 (Ireland) Limited, Aircraft Leasing IV Limited, VAA and VB Leaseco and acknowledged by The Boeing Company dated 4 September 2018.
65. Notice and Acknowledgment of Security Assignment between Aircraft Leasing IV Limited, Citibank, N.A., VB Leaseco and VAA dated 4 September 2018.
66. Letter of Quiet Enjoyment from Citibank, N.A. to VB Leaseco and VAA dated 4 September 2018.
67. Quiet Enjoyment Undertaking from AS Air Lease 74 (Ireland) Limited to VB Leaseco dated 4 September 2018.

**MSN 33758**

68. Notice of Replacement Schedule (Loan) issued by DVB Bank SE Singapore Branch to VAA the JPA No. 120 Co., Ltd. and DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited dated 22 October 2018
69. Agency and Security Trustee Fee Letter issued by DVB Bank SE Singapore Branch and acknowledged by VAA dated 15 October 2018
70. Aircraft Operating Lease Agreement between JPA No. 120 Co., Ltd. and VAA dated 15 October 2018
71. Notice of Replacement Schedule (Lease) issued by JPA No. 120 Co., Ltd. to VAA with a copy to DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited and DVB Bank SE Singapore Branch dated 22 October 2018
72. Guarantee and Indemnity between JPA No. 120 Co., Ltd. and VAH dated 15 October 2018
73. Tax Representation Letter issued by JPA No. 120 Co., Ltd. to VAH and VAA dated 15 October 2018
74. Assignment of Insurances between VAA as assignor and JPA No. 120 Co., Ltd. as assignee dated 15 October 2018
75. Notice and Acknowledgement of Assignment issued by DVB Bank SE Singapore Branch, DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited and JPA No. 120 Co., Ltd. to VAA and VAH dated 15 October 2018
76. Payment Direction Letter (MSN 33758) between VAA, VAH and DVB Bank SE Singapore Branch dated 15 October 2018
77. Delivery Letter – MSN 33758 issued by VAA to JPA No. 120 Co., Ltd., with a copy to DVB Bank SE Singapore Branch and DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited, amongst others dated 17 October 2018

**MSN 33796**

78. Notice of Replacement Schedule (Loan) issued by DVB Bank SE Singapore Branch to VAA, JPA No. 121 Co., Ltd. and DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited dated 22 October 2018.

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79. Agency and Security Fee Letter issued by DVB Bank SE Singapore Branch, and acknowledged by VAA dated 15 October 2018.

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80. Aircraft Operating Lease Agreement between JPA No. 121 Co., Ltd. and VAA dated 15 October 2018.

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81. Notice of Replacement Schedule (Lease) issued by JPA No. 121 Co., Ltd. to VAA with a copy to DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited and DVB Bank SE Singapore Branch dated 22 October 2018.

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82. Guarantee and Indemnity between JPA No. 121 Co., Ltd. and VAA dated 15 October 2018.

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83. Tax Representation Letter issued by JPA No. 121 Co., Ltd. to VAA and VAA dated 15 October 2018.

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84. Assignment of Insurances between VAA as assignor and JPA No. 121 Co., Ltd. as assignee dated 15 October 2018.

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85. Notice and Acknowledgement of Assignment issued by DVB Bank SE Singapore Branch, DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited and JPA No. 121 Co., Ltd. to VAA and VAA dated 15 October 2018.

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86. Payment Direction Letter (MSN 33796) between VAA, VAA and DVB Bank SE Singapore Branch dated 15 October 2018.

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87. Delivery Letter – MSN 33796 issued by VAA to JPA No. 121 Co., Ltd., with a copy to DVB Bank SE Singapore Branch and DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited, amongst others dated 17 October 2018.

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- MSN 36602**

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88. Notice of Replacement Schedule (Loan) issued by the DVB Bank SE Singapore Branch to VAA, JPA No. 124 Co., Ltd. and DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited dated 25 October 2018.

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89. Agency and Security Trustee Fee Letter issued by DVB Bank SE Singapore Branch, and acknowledged by VAA dated 15 October 2018.

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90. Aircraft Operating Lease Agreement between JPA No. 124 Co., Ltd. and VAA dated 15 October 2018.

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91. Notice of Replacement Schedule (Lease) issued by JPA No. 124 Co., Ltd. to VAA with a copy to DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited and DVB Bank SE Singapore Branch dated 25 October 2018.

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92. Guarantee and Indemnity between JPA No. 124 Co., Ltd. and VAA dated 15 October 2018.

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93. Tax Representation Letter issued by JPA No. 124 Co., Ltd. to VAA and VAH dated 15 October 2018.
  94. Assignment of Insurances between VAA as assignor and JPA No. 124 Co., Ltd. as assignee dated 15 October 2018.
  95. Notice and Acknowledgement of Assignment issued by DVB Bank SE Singapore Branch, DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited and JPA No. 124 Co., Ltd. to VAA and VAH dated 15 October 2018.
  96. Payment Direction Letter (MSN 36602) between VAA, VAH and DVB Bank SE Singapore Branch dated 15 October 2018.
  97. Delivery Letter – MSN 36602 issued by VAA to JPA No. 124 Co., Ltd., with a copy to DVB Bank SE Singapore Branch and DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited dated 22 October 2018.
- MSN 36603**
98. Notice of Replacement Schedule (Loan) issued by DVB Bank SE Singapore Branch to VAA, JPA No. 125 Co., Ltd. and DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited dated 22 October 2018.
  99. Agency and Security Trustee Fee Letter issued by DVB Bank SE Singapore Branch, and acknowledged by VAA dated 15 October 2018.
  100. Aircraft Operating Lease Agreement between JPA No. 125 Co., Ltd. and VAA dated 15 October 2018.
  101. Notice of Replacement Schedule (Lease) issued by JPA No. 125 Co., Ltd. to VAA with a copy to DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited and DVB Bank SE Singapore Branch dated 22 October 2018.
  102. Guarantee and Indemnity between JPA No. 125 Co., Ltd. and VAH dated 15 October 2018.
  103. Tax Representation Letter issued by JPA No. 125 Co., Ltd. to VAA and VAH dated 15 October 2018.
  104. Assignment of Insurances between VAA as assignor and JPA No. 125 Co., Ltd. as assignee dated 15 October 2018.
  105. Notice and Acknowledgement of Assignment issued by DVB Bank SE Singapore Branch, the Banks and JPA No. 125 Co., Ltd. to VAA and VAH dated 15 October 2018.
  106. Payment Direction Letter (MSN 36603) between VAA, VAH and DVB Bank SE Singapore Branch dated 15 October 2018.
  107. Delivery Letter – MSN 36603 issued by VAA to JPA No. 125 Co., Ltd., with a copy to DVB Bank SE Singapore Branch and DVB Transport Finance Limited, Tokyo Branch and IBJ Leasing Company Limited dated 18 October 2018.

**MSN 41005**

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108. Loan Note Subscription Agreement between Short Haul 17 2, VAA, VAH, Bank of China Limited, Sydney Branch and Bank of China Limited, Singapore Branch dated 7 July 2017, with Replacement Principal Repayment Schedule (MSN 41005) under Loan Note Subscription Agreement (initialled).
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109. Security Trust Deed between Short Haul 17 2, VAA, Bank of China Limited, Sydney Branch, Bank of China Limited, Singapore Branch and VA LeaseCo No.4 Pty Ltd dated 6 July 2017.
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110. Junior Loan Agreement between Short Haul 17 2 and VAA dated 7 July 2017, with Amortisation Schedule (MSN 41005) under Junior Loan Agreement (initialled).
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111. Aircraft Lease Agreement (chattel paper) between Short Haul 17 2 and VAA dated 31 August 2017.
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112. Aircraft Lease Agreement (non-chattel paper) between Short Haul 17 2 and VAA dated 31 August 2017.
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113. Specific Security Agreement (Insurances and Subleases) between VAA and Bank of China Limited, Sydney Branch dated 31 August 2017.
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114. Specific Security Deed (Borrower Shares) between VAA and Bank of China Limited, Sydney Branch dated 7 July 2017.
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115. Engine Warranty Agreement between CFM International, Inc., VAA, Short Haul 17 2 and Bank of China Limited, Sydney Branch dated 10 July 2017.
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116. Engine Warranty Supplement No.1 between VAA, Short Haul 17 2, CFM International, Inc. and Bank of China Limited, Sydney Branch dated 31 August 2017.
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**MSN 41042**

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117. Loan Note Subscription Agreement between Short Haul 17 2, VAA, VAH, Bank of China Limited, Sydney Branch and Bank of China Limited, Singapore Branch dated 7 July 2017, with Replacement Principal Repayment Schedule (MSN 41042) under Loan Note Subscription Agreement (initialled).
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118. Security Trust Deed between Short Haul 17 2, VAA, Bank of China Limited, Sydney Branch, Bank of China Limited, Singapore Branch and VA LeaseCo No.4 Pty Ltd dated 6 July 2017.
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119. Junior Loan Agreement between Short Haul 17 2 and VAA dated 7 July 2017, with Amortisation Schedule (MSN 41042) under Junior Loan Agreement (initialled).
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120. Aircraft Lease Agreement (chattel paper) between Short Haul 17 2 and VAA dated 14 September 2017.
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121. Aircraft Lease Agreement (non-chattel paper) between Short Haul 17 2 and VAA dated 14 September 2017.
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122. Specific Security Deed (Insurances and Subleases) between VAA and Bank of China Limited, Sydney Branch dated 14 September 2017.

123. Specific Security Deed (Borrower Shares) between VAA and Bank of China Limited, Sydney Branch dated 7 July 2017.

124. Engine Warranty Agreement between CFM International, Inc., VAA, Short Haul 17 2 and Bank of China Limited, Sydney Branch dated 10 July 2017.

125. Engine Warranty Supplement No.2 between VAA, Short Haul 17 2, CFM International, Inc. and Bank of China Limited, Sydney Branch dated 14 September 2017.

**MSN 37823**

126. Notice of Replacement Schedule (Loan) issued by Australia and New Zealand Banking Group Limited as facility agent to VAA, JPA No. 172 Co., Ltd., Australia and New Zealand Banking Group Limited, Tokyo Branch and IBJ Leasing Company, Limited as banks and Australia and New Zealand Banking Group Limited and DVB Bank SE Singapore Branch as debt co-arrangers dated 24 July 2019.

127. Agency Fee Letter issued by Australia and New Zealand Banking Group Limited as facility agent and acknowledged by VAA dated 17 June 2019.

128. Security Trustee Fee Letter issued by ANZ Fiduciary Services Pty Ltd as security trustee and acknowledged by VAA dated 17 June 2019.

129. Aircraft Operating Lease Agreement between JPA No. 172 Co., Ltd. as lessor and VAA dated 17 June 2019.

130. Amending Deed (Lease Agreement) between JPA No. 172 Co., Ltd. and VAA dated 10 July 2019.

131. Notice of Replacement Schedule (Lease) issued by JPA No. 172 Co., Ltd. to VAA with a copy to Australia and New Zealand Banking Group Limited, Tokyo Branch and IBJ Leasing Company, Limited as banks, Australia and New Zealand Banking Group Limited as facility agent and ANZ Fiduciary Services Pty Ltd as security trustee dated 24 July 2019.

132. Guarantee and Indemnity between JPA No. 172 Co., Ltd. and VAH dated 17 June 2019.

133. Tax Representation Letter issued by JPA No. 172 Co., Ltd. to VAA and VAH dated 17 June 2019.

134. Owner Consent and Acknowledgement between VAA and JPA No. 172 Co., Ltd. dated 22 July 2019.

135. Assignment of Insurances between VAA and JPA No. 172 Co., Ltd. dated 26 July 2019.

136. Notice and Acknowledgement of Assignment issued by ANZ Fiduciary Services Pty Ltd as security trustee, Australia and New Zealand Banking Group Limited as facility agent, Australia and New Zealand Banking Group Limited, Tokyo Branch and IBJ Leasing Company, Limited as banks and JPA No. 172 Co., Ltd. to VAA as seller and lessee and VAH dated 22 July 2019.



137. Payment Direction Letter (MSN 37823) between VAA, VAH, Australia and New Zealand Banking Group Limited as facility agent and ANZ Fiduciary Services Pty Ltd as security trustee dated 22 July 2019.
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138. Delivery Letter – MSN 37823 issued by VAA to JPA No. 172 Co., Ltd., with a copy to Australia and New Zealand Banking Group Limited as facility agent, Australia and New Zealand Banking Group Limited and DVB Bank SE Singapore Branch as debt co-arrangers, ANZ Fiduciary Services Pty Ltd as security trustee and Australia and New Zealand Banking Group Limited, Tokyo Branch and IBJ Leasing Company, Limited as banks dated 22 July 2019.
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139. Aircraft Sublease Agreement – MSN 37823 between Tiger Airways and VAA dated 25 September 2019.
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140. Assignment of Insurances relating to the financing of one (1) Boeing 737-800 aircraft with manufacturer's serial number 37823 and Australian registration mark VH-VUX dated 25 September 2019 between Tiger Airways and VAA dated 25 September 2019.
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141. Notice and acknowledgement of Assignment to Sublessee – MSN 37823 between VAA, Tiger Airways, ANZ Fiduciary Services Pty Ltd, Australia and New Zealand Banking Group Limited, Australia and New Zealand Banking Group Limited, Tokyo Branch, IBJ Leasing Company, Limited and JPA No. 172 Co., Ltd.
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142. Security Assignment (Sublease) dated 25 September 2019 between VAA and JPA No., Ltd.
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- MSN 37824**
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143. Notice of Replacement Schedule (Loan) issued by Australia and New Zealand Banking Group Limited as facility agent to VAA, JPA No. 173 Co., Ltd., Australia and New Zealand Banking Group Limited, Tokyo Branch and IBJ Leasing Company, Limited as banks, and Australia and New Zealand Banking Group Limited and DVB Bank SE Singapore Branch as debt co-arrangers dated 3 September 2019.
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144. Agency Fee Letter issued by Australia and New Zealand Banking Group Limited as facility agent and acknowledged by VAA dated 17 June 2019.
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145. Security Trustee Fee Letter issued by ANZ Fiduciary Services Pty Ltd as security trustee and acknowledged by VAA dated 17 June 2019.
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146. Aircraft Operating Lease Agreement between JPA No. 173 Co., Ltd. as lessor and VAA dated 17 June 2019.
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147. Amending Deed (Lease Agreement) between JPA No. 173 Co., Ltd. and VAA dated 10 July 2019.
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148. Notice of Replacement Schedule (Lease) issued by JPA No. 173 Co., Ltd. to VAA with a copy to Australia and New Zealand Banking Group Limited, Tokyo Branch and IBJ Leasing Company, Limited as banks, Australia and New Zealand Banking Group Limited as facility agent and ANZ Fiduciary Services Pty Ltd as security trustee dated 3 September 2019.
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149. Guarantee and Indemnity between JPA No. 173 Co., Ltd. and VAH dated 17 June 2019.
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150. Tax Representation Letter issued by JPA No. 173 Co., Ltd. to VAA and VAH dated 17 June 2019.
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151. Owner Consent and Acknowledgement between VAA and JPA No. 173 Co., Ltd. dated 26 August 2019.

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152. Assignment of Insurances made between VAA and JPA No. 173 Co., Ltd. dated 5 September 2019.

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153. Notice and Acknowledgement of Assignment issued by ANZ Fiduciary Services Pty Ltd as security trustee, Australia and New Zealand Banking Group Limited as facility agent, Australia and New Zealand Banking Group Limited, Tokyo Branch and IBJ Leasing Company, Limited as banks and JPA No. 173 Co., Ltd. to the VAA as seller and lessee and VAH dated 26 August 2019.

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154. Payment Direction Letter (MSN 37824) between VAA, VAH, Australia and New Zealand Banking Group Limited as facility agent and ANZ Fiduciary Services Pty Ltd as security trustee dated 26 August 2019.

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155. Delivery Letter – MSN 37824 issued by VAA to JPA No. 173 Co., Ltd., with a copy to Australia and New Zealand Banking Group Limited as facility agent, Australia and New Zealand Banking Group Limited and DVB Bank SE Singapore Branch as debt co-arrangers, ANZ Fiduciary Services Pty Ltd as security trustee and Australia and New Zealand Banking Group Limited, Tokyo Branch and IBJ Leasing Company, Limited as banks dated 30 August 2019.

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#### **MSN 37825**

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156. Notice of Replacement Schedule (Loan) issued by Australia and New Zealand Banking Group Limited as facility agent to VAA, JPA No. 174 Co., Ltd., Australia and New Zealand Banking Group Limited, Tokyo Branch and IBJ Leasing Company, Limited as banks and, Australia and New Zealand Banking Group Limited and DVB Bank SE Singapore Branch as debt co-arrangers dated 3 September 2019.

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157. Agency Fee Letter issued by Australia and New Zealand Banking Group Limited as facility agent and acknowledged by VAA dated 14 June 2019.

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158. Security Trustee Fee Letter issued by ANZ Fiduciary Services Pty Ltd as security trustee and acknowledged by VAA dated 14 June 2019.

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159. Aircraft Operating Lease Agreement between JPA No. 174 Co., Ltd. as lessor and VAA dated 14 June 2019.

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160. Amending Deed (Lease Agreement) between JPA No. 174 Co., Ltd. and VAA dated 10 July 2019.

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161. Notice of Replacement Schedule (Lease) issued by JPA No. 174 Co., Ltd. to VAA with a copy to Australia and New Zealand Banking Group Limited, Tokyo Branch and IBJ Leasing Company, Limited as banks, Australia and New Zealand Banking Group Limited and DVB Bank SE Singapore Branch as debt co-arrangers, Australia and New Zealand Banking Group Limited as facility agent and ANZ Fiduciary Services Pty Ltd as security trustee dated 3 September 2019.

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162. Guarantee and Indemnity between JPA No. 174 Co., Ltd. and VAH dated 14 June 2019.

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163. Tax Representation Letter issued by JPA No. 174 Co., Ltd. to VAA and VAH dated 14 June 2019.

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164. Owner Consent and Acknowledgement between VAA and JPA No. 174 Co., Ltd. dated 26 August 2019.

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165. Assignment of Insurances made between VAA and JPA No. 174 Co., Ltd. dated 6 September 2019.

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166. Notice and Acknowledgement of Assignment issued by ANZ Fiduciary Services Pty Ltd as security trustee, Australia and New Zealand Banking Group Limited as facility agent, Australia and New Zealand Banking Group Limited, Tokyo Branch and IJB Leasing Company, Limited as banks and JPA No. 174 Co., Ltd. to VAA as seller and lessee and VAA dated 26 August 2019.

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167. Payment Direction Letter (MSN 37825) between VAA, VAA, Australia and New Zealand Banking Group Limited as facility agent and ANZ Fiduciary Services Pty Ltd as security trustee dated 26 August 2019.

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168. Delivery Letter – MSN 37825 issued by VAA to JPA No. 174 Co., Ltd., with a copy to Australia and New Zealand Banking Group Limited as facility agent, Australia and New Zealand Banking Group Limited and DVB Bank SE Singapore Branch as debt co-arrangers, ANZ Fiduciary Services Pty Ltd as security trustee and Australia and New Zealand Banking Group Limited, Tokyo Branch and IJB Leasing Company, Limited as banks dated 2 September 2019

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#### **MSN 41002**

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169. Aircraft Operating Lease Agreement between JSA Aircraft 41002, LLC\ as lessor and VB Leaseco as lessee dated 21 May 2012 as amended, supplemented and novated from time to time.

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170. Lease Transaction and Amendment Deed between Vantaa Aviation Leasing Limited, VB Leaseco and JSA International U.S. Holdings, LLC (as successor by merger to JSA Aircraft 41002, LLC) dated 4 December 2019.

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171. Initial Aircraft Operating Sublease Agreement between VB Leaseco as lessor and VAA as lessee dated 21 May 2012.

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172. Initial Sublease Security Assignment between VB Leaseco as assignor and Vantaa Aviation Leasing Limited as assignee dated 4 December 2019.

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173. Initial Sublease Consent and Agreement between VAA and Vantaa Aviation Leasing Limited dated 4 December 2019.

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174. Airframe Warranty Agreement (Post-Delivery Sale with Lease) between Vantaa Aviation Leasing Limited, JSA International U.S. Holdings, LLC and VAA and acknowledged by The Boeing Company dated 4 December 2019.

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175. Initial Notice (Engine Warranty Agreement (ESN 960850)) between Vantaa Aviation Leasing Limited, VAA and acknowledged by CFM International Inc. dated 4 December 2019.

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176. Initial Notice (Engine Warranty Agreement (ESN 960858)) between Vantaa Aviation Leasing Limited, VAA and acknowledged by CFM International Inc. dated 4 December 2019.

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177. Assignment of Insurances between VAA as assignor and Vantaa Aviation Leasing Limited as assignee dated 4 December 2019.

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178. Deregistration Power of Attorney between VB Leaseco and Vantaa Aviation Leasing Limited dated 4 December 2019.

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179. Deregistration Power of Attorney between VAA and Vantaa Aviation Leasing Limited dated 4 December 2019.

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180. Lessee Guarantee between VAA as guarantor and Vantaa Aviation Leasing Limited dated 4 December 2019.

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**MSN 41027**

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181. Aircraft Operating Lease Agreement between GAL MSN 41027 Limited as lessor, VB Leaseco as lessee and VAA as guarantor dated 11 December 2014.

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182. Aircraft Operating Lease Termination Agreement between Goshawk Aviation Limited as owner, GAL MSN One Limited, VB Leaseco and VAA dated 11 December 2014.

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183. Aircraft Sublease Agreement between VAA and VB Leaseco dated 12 August 2015.

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184. Rent Fixing Letter between VB Leaseco, VAA and GAL MSN 41027 Limited dated 5 June 2015.

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185. Owner Consent and Acknowledgement between VB Leaseco, VAA and GAL MSN 41027 Limited dated 12 August 2015.

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186. Lessee Security Assignment between the VB Leaseco as assignor and the GAL MSN 41027 Limited as assignee dated 12 August 2015.

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187. Notice and Acknowledgment of Assignment issued by GAL MSN 41027 Limited to VB Leaseco, VAA and VAH with a copy to Norddeutsche Landesbank Girozentrale as security trustee dated 12 August 2015.

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188. Quiet Enjoyment Letter between Norddeutsche Landesbank Girozentrale as security trustee and GAL MSN 41027 Limited to VB Leaseco dated 12 August 2015.

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189. Assignment of Insurances between VAA as assignor and GAL MSN 41027 Limited as assignee dated 12 August 2015.

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190. Replacement VAH Guarantee between VAH as guarantor, VB Leaseco and VAA as obligors and GAL MSN 41027 Limited and Goshawk Aviation Limited as beneficiaries dated 11 December 2014.

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191. Deed of Partial Release and Amendment – VAH Guarantee between VAH, GAL MSN One Limited, GAL MSN Two Limited, GAL MSN Three Limited and Goshawk Aviation Limited dated 11 December 2014.

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192. Partial Release and Amending Deed – Goshawk Guarantee between GAL MSN One Limited, GAL MSN Two Limited, GAL MSN Three Limited, Goshawk Aviation Limited and VB Leaseco dated 11 December 2014.
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193. Airframe Warranty Agreement between VAA, VB Leaseco, GAL MSN 41027 Limited, Norddeutsche Landesbank Girozentrale as security trustee and acknowledged by The Boeing Company dated 12 August 2015.
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194. Engine Warranties Assignment between VAA as assignor, GAL MSN 41027 Limited as assignee and VB Leaseco dated 12 August 2015.
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195. Notice of Assignment to Engine Manufacturer issued by VAA to CFM International Inc. dated 12 August 2015.
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196. Engine Consent and Agreement between CFM International Inc., VAA, GAL MSN 41027 Limited, Norddeutsche Landesbank Girozentrale as security trustee and VB Leaseco dated 12 August 2015.
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197. Engine Supplement between GAL MSN 41027 Limited and VB Leaseco dated 12 August 2015.
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198. Deregistration Power of Attorney issued by GAL MSN 41027 Limited dated 2 September 2015.
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**MSN 41028**

199. Operating Lease Agreement between GAL MSN 41027 Limited as lessor, VB Leaseco as lessee and VAA as guarantor dated 2 September 2015.
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200. Aircraft Operating Lease Termination Agreement between Goshawk Aviation Limited as owner, GAL MSN Three Limited, VB Leaseco and VAA dated 2 September 2015.
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201. Rent Fixing Letter between VB Leaseco, VAA and GAL MSN 41027 Limited dated 2 September 2015.
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202. Sublease agreement between VB Leaseco and VAA dated 2 September 2015.
- 
203. Owner Consent and Acknowledgement between VB Leaseco, VAA and GAL MSN 41027 Limited dated 2 September 2015.
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204. Lessee Security Assignment between VB Leaseco as assignor and GAL MSN 41027 Limited as assignee dated 2 September 2015.
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205. Notice and Acknowledgment of Assignment from Norddeutsche Landesbank Girozentrale as security trustee and GAL MSN 41027 Limited to VB Leaseco, VAA and VAAH dated 2 September 2015.
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206. Quiet Enjoyment Letter between Norddeutsche Landesbank Girozentrale as security trustee and GAL MSN 41027 Limited to VB Leaseco dated 2 September 2015.
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207. Assignment of Insurances between VAA as assignor and GAL MSN 41027 Limited as assignee dated 2 September 2015.

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208. VAH Guarantee between VAH as guarantor, VB Leaseco and VAA as obligors and GAL MSN 41027 Limited and Goshawk Aviation Limited as beneficiaries dated 2 September 2015.

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209. Second Partial Release and Amending Deed – VAH Guarantee between VAH, GAL MSN One Limited, GAL MSN Two Limited, GAL MSN Three Limited and Goshawk Aviation Limited dated 2 September 2015.

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210. Second Partial Release and Amending Deed – Goshawk Guarantee between GAL MSN One Limited, GAL MSN Two Limited, GAL MSN Three Limited, Goshawk Aviation Limited and VB Leaseco dated 2 September 2015.

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211. Airframe Warranties Agreement between VAA, VB Leaseco, GAL MSN 41027 Limited, Norddeutsche Landesbank Girozentrale as security trustee and acknowledged by The Boeing Company dated 2 September 2015.

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212. Engine Agreement Assignment between VAA as assignor, GAL MSN 41027 Limited as assignee and VB Leaseco dated 2 September 2015.

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213. Engine Consent and Agreement between CFM International Inc., VAA, GAL MSN 41027 Limited, Norddeutsche Landesbank Girozentrale as security trustee and VB Leaseco dated 2 September 2015.

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214. Notice of Assignment to Engine Manufacturer from VAA to CFM International Inc. dated 2 September 2015.

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215. Engine Supplement between GAL MSN 41027 Limited and VB Leaseco dated 2 September 2015.

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216. Deregistration Power of Attorney issued by GAL MSN 41027 Limited dated 2 September 2015.

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- MSN 41029**

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217. Operating Lease Agreement between GAL MSN Three Limited as lessor, VB Leaseco as lessee and VAA as guarantor dated 24 June 2014.

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218. Sublease Agreement between VB Leaseco and VAA dated 6 October 2015.

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219. Rent Fixing Letter between VB Leaseco, VAA and GAL MSN Three Limited dated 5 June 2015.

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220. Owner Consent and Acknowledgement between VB Leaseco, VAA and GAL MSN Three Limited dated 6 October 2015.

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221. Lessee Security Assignment between the VB Leaseco as assignor and GAL MSN Three Limited as assignee dated 6 October 2015.

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222. VAH Guarantee between VAH as guarantor, GAL MSN One Limited, GAL MSN Two Limited, GAL MSN Three Limited and Goshawk Aviation Limited as beneficiaries and VB Leaseco and VAA as obligors dated 24 June 2014.

223. Notice and Acknowledgment of Assignment from Citibank, N.A., London Branch as security trustee and GAL MSN Three Limited to VB Leaseco, VAA and VAH dated 6 October 2015.

224. Assignment of Insurances between VAA as assignor and GAL MSN Three Limited as assignee dated 6 October 2015.

225. Quiet Enjoyment Letter from Citibank, N.A., London Branch as security trustee and GAL MSN Three Limited to VB Leaseco dated 6 October 2015.

226. Airframe Warranties Agreement between VAA, VB Leaseco, GAL MSN Three Limited, Citibank, N.A., London Branch as security trustee and acknowledged by The Boeing Company dated 6 October 2015.

227. Engine Agreement Assignment between VAA as assignor, GAL MSN Three Limited as assignee and VB Leaseco dated 6 October 2015.

228. Notice of Assignment from VAA and GAL MSN Three Limited to CFM International Inc., dated 6 October 2015.

229. Engine Consent and Agreement between CFM International Inc., VAA, GAL MSN Three Limited, Citibank, N.A., London Branch as security trustee and VB Leaseco dated 6 October 2015.

230. Engine Supplement between GAL MSN Three Limited and VB Leaseco dated 6 October 2015.

231. Deregistration Power of Attorney issued by GAL MSN Three Limited dated 6 October 2015

**MSN 41030**

232. Operating Lease Agreement between GAL MSN Three Limited as lessor, VB Leaseco as lessee and VAA as guarantor dated 24 June 2014.

233. Sublease Agreement between VAA and VB Leaseco dated 2 November 2015.

234. Rent Fixing Letter between VB Leaseco, VAA and GAL MSN Three Limited dated 19 June 2015.

235. Owner Consent and Acknowledgement between VB Leaseco, VAA and GAL MSN Three Limited dated 2 November 2015.

236. Lessee Security Assignment between the VB Leaseco as assignor and GAL MSN Three Limited as assignee dated 2 November 2015.

237. VAH Guarantee between VAH as guarantor, GAL MSN One Limited, GAL MSN Two Limited, GAL MSN Three Limited and Goshawk Aviation Limited as beneficiaries and VB Leaseco and VAA as obligors dated 24 June 2014.

238. Notice and Acknowledgment of Assignment from Citibank, N.A., London Branch as security trustee and GAL MSN Three Limited to VB Leaseco, VAA and VAH dated 2 November 2015.

239. Quiet Enjoyment Letter from Citibank, N.A., London Branch as security trustee and GAL MSN Three Limited to VB Leaseco dated 2 November 2015.

240. Assignment of Insurances between VAA as assignor and GAL MSN Three Limited as assignee dated 2 November 2015.

241. Airframe Warranties Agreement between VAA, VB Leaseco, GAL MSN Three Limited, Citibank, N.A., London Branch as security trustee and acknowledged by The Boeing Company dated 2 November 2015.

242. Engine Agreement Assignment between VAA as assignor, GAL MSN Three Limited as assignee and VB Leaseco dated 2 November 2015.

243. Notice of Assignment from VAA and GAL MSN Three Limited to CFM International Inc., dated 2 November 2015.

244. Engine Consent and Agreement between CFM International Inc., VAA, GAL MSN Three Limited, Citibank, N.A., London Branch as security trustee and VB Leaseco dated 2 November 2015.

245. Engine Supplement between GAL MSN Three Limited and VB Leaseco dated 2 November 2015.

246. Deregistration Power of Attorney issued by GAL MSN Three Limited dated 2 November 2015.

#### **MSN 39924**

247. Aircraft Sublease Agreement between VAA and VB Leaseco No 2 dated 18 July 2012.

248. Aircraft Sublease Amendment Agreement between VAA and VB Leaseco No 2 dated on or about 14 May 2014.

249. Aircraft Subsublease between VAA and VAIA dated 7 December 2014.

250. Lease Agreement Amendment Deed between Pioneer Aircraft Leasing UK Limited, VB Leaseco No 2, VAA and Goshawk Aviation Limited (Lessor Guarantor) dated 18 September 2018.

251. Guarantee granted by VAA as guarantor in favour of Pioneer Aircraft Leasing UK Limited dated 14 May 2014.

252. Notice and Acknowledgment of Assignment to VB Leaseco No 2, VAA, and VAIA from Citibank, N.A., not in its individual capacity but solely as security trustee and Pioneer Aircraft Leasing UK Limited dated 5 June 2019.

253. Subordination Agreement between Pioneer Aircraft Leasing UK Limited, VAA and VAIA and VB Leaseco No 2 dated 7 June 2016.



254. Assignment of Insurances between VAA as assignor and Pioneer Aircraft Leasing UK Limited as assignee dated 14 May 2014.

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255. Deregistration Power of Attorney between VB Leaseco No 2, VAA and VAIA dated 5 June 2019.

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**MSN 40699**

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256. Aircraft Lease Agreement between Goshawk Aviation Leasing UK 1 Limited (formerly Sky Aircraft B40699 UK Limited) as lessor and VB Leaseco dated 7 March 2013.

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257. Aircraft Lease Novation and Amendment Deed between SMBC Aviation Capital Japan Co., Ltd as prior lessor, Goshawk Aviation Leasing UK 1 Limited and VB Leaseco dated 29 March 2018.

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258. Aircraft Sublease Agreement between VAA and VB Leaseco dated 9 August 2013.

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259. Aircraft Sublease Amendment Agreement between VAA and VB Leaseco dated 7 December 2014.

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260. Aircraft Sublease Amendment Agreement between VAA and VB Leaseco dated 29 March 2018.

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261. Aircraft SubSublease Agreement between VAA and VAIA dated 7 December 2014.

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262. Aircraft SubSublease Amendment Agreement between VAA and VAIA dated on or about 29 March 2018.

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263. Lessee Guarantee granted by VAA in favour of Goshawk Aviation Leasing UK 1 Limited dated 29 March 2018.

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264. Lessee Consent from Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as secured party and Goshawk Aviation Leasing UK 1 Limited and acknowledged by VB Leaseco dated 29 March 2018.

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265. Confirmation of Quiet Enjoyment from Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as secured party and Sky Aircraft B40699 Limited as owner to VB Leaseco dated 29 March 2018.

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266. Subordination Acknowledgment from VAIA, VAA and VB Leaseco and acknowledged by Goshawk Aviation Leasing UK 1 Limited dated 29 March 2018.

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267. Assignment of Insurances between VB Leaseco as assignor and Goshawk Aviation Leasing UK 1 Limited as assignee dated 29 March 2018.

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268. Assignment of Insurances between VAA as assignor and Goshawk Aviation Leasing UK 1 Limited as assignee dated 29 March 2018.

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269. Airframe Warranties Assignment between VAA as assignor and Goshawk Aviation Leasing UK 1 Limited as assignee dated 29 March 2018.

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270. Boeing Warranty Notice from VAA, Goshawk Aviation Leasing UK 1 Limited and VB Leaseco and acknowledgment from The Boeing Company dated 29 March 2018

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271. Engine Warranty Assignment between VAA, Goshawk Aviation Leasing UK 1 Limited and VB Leaseco dated 29 March 2018.

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272. Consent and Agreement of Engine Manufacturer between Goshawk Aviation Leasing UK 1 Limited, VAA, VB Leaseco and CFM International Inc dated 29 March 2018.

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273. Deregistration Power of Attorney from VB Leaseco dated 29 March 2018.

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274. Deregistration Power of Attorney from VAA dated 29 March 2018.

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**MSN 41037**

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275. Loan Note Subscription Agreement between VA Borrower 19 2, VAA, VAH, each person listed in Part 1 of Schedule 2 therein as original senior subscribers, each person listed in Part 2 of Schedule 2 therein as original junior subscriber, each person listed in Part 3 of Schedule 2 therein as original fixed rate provider, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee and Castlake Aviation Holdings (Ireland) Limited as facility manager dated 19 December 2019.

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276. Security Trust Deed between, amongst others, VA Borrower 19 2, VAA and BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 17 December 2019.

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277. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Loan Notes) dated 19 December 2019, signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas (acting through its Singapore branch).

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278. Side Letter executed as a deed by BNP Paribas (acting through its Singapore branch) as MLAB, AS Air Lease Holdings 9T DAC as original junior subscriber, AS Air Lease 113 (Ireland) Limited as related junior subscriber, VA Borrower 19 1 as previous borrower, VA Borrower 19 2 as new borrower, VAA and VAH dated 19 December 2019.

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279. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Refinancing Junior Notes) dated 19 December 2019, signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas, acting through its Singapore branch

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280. Deed of Rectification between BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, Castlake Aviation Holdings (Ireland) Limited as facility manager, each party listed in Schedule 1 therein as other finance parties, VA Borrower 19 2 as borrower, VA Borrower 19 1 as related borrower, VAA and VAH dated 16 January 2020.

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281. Replacement Principal Repayment Schedule from BNP Paribas (acting through its Singapore branch) not in its individual capacity but solely as facility agent, to VA Borrower 19 2, VAA and VAH dated 9 January 2020.
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282. Senior Subscriber Prepayment Fee Letter from BNP Paribas and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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283. Senior Subscriber Prepayment Fee Letter from Goldman Sachs Lending Partners LLC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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284. Prepayment Fee Letter from AS Air Lease Holdings 9T DAC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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285. Specific Security Deed (Shares) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 19 December 2019.
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286. Assignment of Insurances granted by VAA as assignor in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 8 January 2020.
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287. Airframe Warranties Assignment between Short Haul 16 2 as assignor, VAA as lessee, VA Borrower 19 2 as assignee and BNP Paribas (Singapore Branch), not in its individual capacity but solely as security trustee dated 9 January 2020.
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288. Post-Delivery Sale with Lease and Security Letter signed by Short Haul 16 2, VA Borrower 19 2, VAA, and BNP Paribas (acting through its Singapore branch) and the Boeing Company dated 9 January 2020.
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289. Virgin Australia Airlines Aircraft Lease Agreement (chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 7 January 2020.
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290. Replacement Rent Payment Schedule from VA Borrower 19 2 as lessor and acknowledged and agreed by VAA as lessee dated 10 January 2020.
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291. Virgin Australia Airlines Aircraft Lease Agreement (non-chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 7 January 2020.
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**MSN 38708**

292. Loan Note Subscription Agreement between VA Borrower 19 2, VAA, VAH, each person listed in Part 1 of Schedule 2 therein as original senior subscribers, each person listed in Part 2 of Schedule 2 therein as original junior subscriber, each person listed in Part 3 of Schedule 2 therein as original fixed rate provider, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee and Castlake Aviation Holdings (Ireland) Limited as facility manager dated 19 December 2019.
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293. Security Trust Deed between, amongst others, VA Borrower 19 2, VAA and BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 17 December 2019.
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294. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Loan Notes), signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas (acting through its Singapore branch) dated 19 December 2019.

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295. Side Letter executed as a deed by BNP Paribas (acting through its Singapore branch) as MLAB, AS Air Lease Holdings 9T DAC as original junior subscriber, AS Air Lease 113 (Ireland) Limited as related junior subscriber, VA Borrower 19 1 as previous borrower, VA Borrower 19 2 as new borrower, VAA and VAH dated 19 December 2019.

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296. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Refinancing Junior Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas, acting through its Singapore branch dated 19 December 2019.

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297. Deed of Rectification between BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, Castlake Aviation Holdings (Ireland) Limited as facility manager, each party listed in Schedule 1 therein as other finance parties, VA Borrower 19 2 as borrower, VA Borrower 19 1 as related borrower, VAA and VAH dated 16 January 2020.

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298. Replacement Principal Repayment Schedule from BNP Paribas (acting through its Singapore branch) not in its individual capacity but solely as facility agent, to VA Borrower 19 2, VAA and VAH dated 15 January 2020.

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299. Senior Subscriber Prepayment Fee Letter from BNP Paribas and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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300. Senior Subscriber Prepayment Fee Letter from Goldman Sachs Lending Partners LLC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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301. Prepayment Fee Letter from AS Air Lease Holdings 9T DAC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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302. Specific Security Deed (Shares) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 19 December 2019.

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303. Assignment of Insurances granted by VAA as assignor in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 13 January 2020.

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304. Virgin Australia Airlines Aircraft Lease Agreement (chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 13 January 2020.

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305. Replacement Rent Payment Schedule from VA Borrower 19 2 as lessor and acknowledged and agreed by VAA as lessee dated 15 January 2020.

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306. Virgin Australia Airlines Aircraft Lease Agreement (non-chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 13 January 2020.

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**MSN 38709**

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307. Loan Note Subscription Agreement between VA Borrower 19 2, VAA, VAH, each person listed in Part 1 of Schedule 2 therein as original senior subscribers, each person listed in Part 2 of Schedule 2 therein as original junior subscriber, each person listed in Part 3 of Schedule 2 therein as original fixed rate provider, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee and Castlake Aviation Holdings (Ireland) Limited as facility manager dated 19 December 2019.
- 
308. Security Trust Deed between, amongst others, VA Borrower 19 2, VAA and BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 17 December 2019.
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309. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Loan Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas (acting through its Singapore branch) dated 19 December 2019.
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310. Side Letter executed as a deed by BNP Paribas (acting through its Singapore branch) as MLAB, AS Air Lease Holdings 9T DAC as original junior subscriber, AS Air Lease 113 (Ireland) Limited as related junior subscriber, VA Borrower 19 1 as previous borrower, VA Borrower 19 2 as new borrower, VAA and VAH dated 19 December 2019.
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311. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Refinancing Junior Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas, acting through its Singapore branch dated 19 December 2019.
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312. Deed of Rectification between BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, Castlake Aviation Holdings (Ireland) Limited as facility manager, each party listed in Schedule 1 therein as other finance parties, VA Borrower 19 2 as borrower, VA Borrower 19 1 as related borrower, VAA and VAH dated 16 January 2020.
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313. Replacement Principal Repayment Schedule from BNP Paribas (acting through its Singapore branch) not in its individual capacity but solely as facility agent, to VA Borrower 19 2, VAA and VAH dated 15 January 2020.
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314. Senior Subscriber Prepayment Fee Letter from BNP Paribas and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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315. Senior Subscriber Prepayment Fee Letter from Goldman Sachs Lending Partners LLC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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316. Prepayment Fee Letter from AS Air Lease Holdings 9T DAC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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317. Specific Security Deed (Shares) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 19 December 2019.
- 
318. Assignment of Insurances granted by VAA as assignor in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 13 January 2020.
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319. Virgin Australia Airlines Aircraft Lease Agreement (chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 13 January 2020.

320. Replacement Rent Payment Schedule from VA Borrower 19 2 as lessor and acknowledged and agreed by VAA as lessee dated 15 January 2020.

321. Virgin Australia Airlines Aircraft Lease Agreement (non-chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 13 January 2020.

**MSN 38710**

322. Loan Note Subscription Agreement between VA Borrower 19 2, VAA, VAH, each person listed in Part 1 of Schedule 2 therein as original senior subscribers, each person listed in Part 2 of Schedule 2 therein as original junior subscriber, each person listed in Part 3 of Schedule 2 therein as original fixed rate provider, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee and Castlake Aviation Holdings (Ireland) Limited as facility manager dated 19 December 2019.

323. Security Trust Deed between, amongst others, VA Borrower 19 2, VAA and BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 17 December 2019.

324. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Loan Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas (acting through its Singapore branch) dated 19 December 2019.

325. Side Letter executed as a deed by BNP Paribas (acting through its Singapore branch) as MLAB, AS Air Lease Holdings 9T DAC as original junior subscriber, AS Air Lease 113 (Ireland) Limited as related junior subscriber, VA Borrower 19 1 as previous borrower, VA Borrower 19 2 as new borrower, VAA and VAH dated 19 December 2019.

326. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Refinancing Junior Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas, acting through its Singapore branch dated 19 December 2019.

327. Deed of Rectification between BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, Castlake Aviation Holdings (Ireland) Limited as facility manager, each party listed in Schedule 1 therein as other finance parties, VA Borrower 19 2 as borrower, VA Borrower 19 1 as related borrower, VAA and VAH dated 16 January 2020.

328. Replacement Principal Repayment Schedule from BNP Paribas (acting through its Singapore branch) not in its individual capacity but solely as facility agent, to VA Borrower 19 2, VAA and VAH dated 15 January 2020.

329. Senior Subscriber Prepayment Fee Letter from BNP Paribas and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

330. Senior Subscriber Prepayment Fee Letter from Goldman Sachs Lending Partners LLC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

331. Prepayment Fee Letter from AS Air Lease Holdings 9T DAC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

332. Specific Security Deed (Shares) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 19 December 2019.

333. Assignment of Insurances granted by VAA as assignor in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 13 January 2020.

334. Virgin Australia Airlines Aircraft Lease Agreement (chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 13 January 2020.

335. Replacement Rent Payment Schedule from VA Borrower 19 2 as lessor and acknowledged and agreed by VAA as lessee dated 15 January 2020.

336. Virgin Australia Airlines Aircraft Lease Agreement (non-chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 13 January 2020.

#### **MSN 38711**

337. Loan Note Subscription Agreement between VA Borrower 19 2, VAA, VAH, each person listed in Part 1 of Schedule 2 therein as original senior subscribers, each person listed in Part 2 of Schedule 2 therein as original junior subscriber, each person listed in Part 3 of Schedule 2 therein as original fixed rate provider, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee and Castlake Aviation Holdings (Ireland) Limited as facility manager dated 19 December 2019.

338. Security Trust Deed between, amongst others, VA Borrower 19 2, VAA and BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 17 December 2019.

339. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Loan Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas (acting through its Singapore branch) dated 19 December 2019.

340. Side Letter executed as a deed by BNP Paribas (acting through its Singapore branch) as MLAB, AS Air Lease Holdings 9T DAC as original junior subscriber, AS Air Lease 113 (Ireland) Limited as related junior subscriber, VA Borrower 19 1 as previous borrower, VA Borrower 19 2 as new borrower, VAA and VAH dated 19 December 2019.

341. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Refinancing Junior Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas, acting through its Singapore branch dated 19 December 2019.

342. Deed of Rectification between BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, Castlake Aviation Holdings (Ireland) Limited as facility manager, each party listed in Schedule 1 therein as other finance parties, VA Borrower 19 2 as borrower, VA Borrower 19 1 as related borrower, VAA and VAH dated 16 January 2020.

343. Replacement Principal Repayment Schedule from BNP Paribas (acting through its Singapore branch) not in its individual capacity but solely as facility agent, to VA Borrower 19 2, VAA and VAH dated 15 January 2020.
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344. Senior Subscriber Prepayment Fee Letter from BNP Paribas and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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345. Senior Subscriber Prepayment Fee Letter from Goldman Sachs Lending Partners LLC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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346. Prepayment Fee Letter from AS Air Lease Holdings 9T DAC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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347. Specific Security Deed (Shares) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 19 December 2019.
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348. Specific Security Deed (Subleases) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity, but solely as security trustee dated 14 January 2020.
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349. Assignment of Insurances granted by VAA as assignor in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 13 January 2020.
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350. Virgin Australia Airlines Aircraft Lease Agreement (chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 13 January 2020.
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351. Replacement Rent Payment Schedule from VA Borrower 19 2 as lessor and acknowledged and agreed by VAA as lessee dated 15 January 2020.
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352. Virgin Australia Airlines Aircraft Lease Agreement (non-chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 13 January 2020.
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353. Virgin Australia Airlines Aircraft Sublease Agreement (chattel-paper) between VAA as lessor and VAIA as lessee dated 13 January 2020.
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354. Virgin Australia Airlines Aircraft Sublease Agreement (non-chattel-paper) between VAA as lessor and VAIA as lessee dated 13 January 2020.
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**MSN 38712**

355. Loan Note Subscription Agreement between VA Borrower 19 2, VAA, VAH, each person listed in Part 1 of Schedule 2 therein as original senior subscribers, each person listed in Part 2 of Schedule 2 therein as original junior subscriber, each person listed in Part 3 of Schedule 2 therein as original fixed rate provider, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee and Castlelake Aviation Holdings (Ireland) Limited as facility manager dated 19 December 2019.
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356. Security Trust Deed between, amongst others, VA Borrower 19 2, VAA and BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 17 December 2019.
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357. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Loan Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas (acting through its Singapore branch) dated 19 December 2019.

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358. Side Letter executed as a deed by BNP Paribas (acting through its Singapore branch) as MLAB, AS Air Lease Holdings 9T DAC as original junior subscriber, AS Air Lease 113 (Ireland) Limited as related junior subscriber, VA Borrower 19 1 as previous borrower, VA Borrower 19 2 as new borrower, VAA and VAH dated 19 December 2019.

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359. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Refinancing Junior Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas, acting through its Singapore branch dated 19 December 2019.

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360. Deed of Rectification between BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, Castlake Aviation Holdings (Ireland) Limited as facility manager, each party listed in Schedule 1 therein as other finance parties, VA Borrower 19 2 as borrower, VA Borrower 19 1 as related borrower, VAA and VAH dated 16 January 2020.

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361. Replacement Principal Repayment Schedule from BNP Paribas (acting through its Singapore branch) not in its individual capacity but solely as facility agent, to VA Borrower 19 2, VAA and VAH dated 15 January 2020.

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362. Senior Subscriber Prepayment Fee Letter from BNP Paribas and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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363. Senior Subscriber Prepayment Fee Letter from Goldman Sachs Lending Partners LLC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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364. Prepayment Fee Letter from AS Air Lease Holdings 9T DAC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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365. Specific Security Deed (Shares) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 19 December 2019.

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366. Specific Security Deed (Subleases) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity, but solely as security trustee dated 14 January 2020.

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367. Assignment of Insurances granted by VAA as assignor in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 13 January 2020.

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368. Virgin Australia Airlines Aircraft Lease Agreement (chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 13 January 2020.

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369. Replacement Rent Payment Schedule from VA Borrower 19 2 as lessor and acknowledged and agreed by VAA as lessee dated 15 January 2020.

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370. Virgin Australia Airlines Aircraft Lease Agreement (non-chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 13 January 2020.

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371. Virgin Australia Airlines Aircraft Sublease Agreement (chattel-paper) between VAA as lessor and VAIA as lessee dated 13 January 2020.

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372. Virgin Australia Airlines Aircraft Sublease Agreement (non-chattel-paper) between VAA as lessor and VAIA as lessee dated 13 January 2020.

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**MSN 38713**

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373. Loan Note Subscription Agreement between VA Borrower 19 2, VAA, VAH, each person listed in Part 1 of Schedule 2 therein as original senior subscribers, each person listed in Part 2 of Schedule 2 therein as original junior subscriber, each person listed in Part 3 of Schedule 2 therein as original fixed rate provider, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee and Castlake Aviation Holdings (Ireland) Limited as facility manager dated 19 December 2019.

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374. Security Trust Deed between, amongst others, VA Borrower 19 2, VAA and BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 17 December 2019.

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375. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Loan Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas (acting through its Singapore branch) dated 19 December 2019.

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376. Side Letter executed as a deed by BNP Paribas (acting through its Singapore branch) as MLAB, AS Air Lease Holdings 9T DAC as original junior subscriber, AS Air Lease 113 (Ireland) Limited as related junior subscriber, VA Borrower 19 1 as previous borrower, VA Borrower 19 2 as new borrower, VAA and VAH dated 19 December 2019.

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377. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Refinancing Junior Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas, acting through its Singapore branch dated 19 December 2019.

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378. Deed of Rectification between BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, Castlake Aviation Holdings (Ireland) Limited as facility manager, each party listed in Schedule 1 therein as other finance parties, VA Borrower 19 2 as borrower, VA Borrower 19 1 as related borrower, VAA and VAH dated 16 January 2020.

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379. Replacement Principal Repayment Schedule from BNP Paribas (acting through its Singapore branch) not in its individual capacity but solely as facility agent, to VA Borrower 19 2, VAA and VAH dated 16 January 2020.

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380. Senior Subscriber Prepayment Fee Letter from BNP Paribas and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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381. Senior Subscriber Prepayment Fee Letter from Goldman Sachs Lending Partners LLC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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382. Prepayment Fee Letter from AS Air Lease Holdings 9T DAC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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383. Specific Security Deed (Shares) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 19 December 2019.

384. Specific Security Deed (Subleases) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity, but solely as security trustee dated 15 January 2020.

385. Assignment of Insurances granted by VAA as assignor in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 14 January 2020.

386. Virgin Australia Airlines Aircraft Lease Agreement (chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 14 January 2020.

387. Replacement Rent Payment Schedule from VA Borrower 19 2 as lessor and acknowledged and agreed by VAA as lessee dated 16 January 2020.

388. Virgin Australia Airlines Aircraft Lease Agreement (non-chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 14 January 2020.

389. Virgin Australia Airlines Aircraft Sublease Agreement (chattel-paper) between VAA as lessor and VAIA as lessee dated 14 January 2020.

390. Virgin Australia Airlines Aircraft Sublease Agreement (non-chattel-paper) between VAA as lessor and VAIA as lessee dated 14 January 2020.

#### **MSN 38714**

391. Loan Note Subscription Agreement between VA Borrower 19 2, VAA, VAH, each person listed in Part 1 of Schedule 2 therein as original senior subscribers, each person listed in Part 2 of Schedule 2 therein as original junior subscriber, each person listed in Part 3 of Schedule 2 therein as original fixed rate provider, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee and Castlake Aviation Holdings (Ireland) Limited as facility manager dated 19 December 2019.

392. Security Trust Deed between, amongst others, VA Borrower 19 2, VAA and BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 17 December 2019.

393. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Loan Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas (acting through its Singapore branch) dated 19 December 2019.

394. Side Letter executed as a deed by BNP Paribas (acting through its Singapore branch) as MLAB, AS Air Lease Holdings 9T DAC as original junior subscriber, AS Air Lease 113 (Ireland) Limited as related junior subscriber, VA Borrower 19 1 as previous borrower, VA Borrower 19 2 as new borrower, VAA and VAH dated 19 December 2019.

395. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Refinancing Junior Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas, acting through its Singapore branch dated 19 December 2019.

396. Deed of Rectification between BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, Castlake Aviation Holdings (Ireland) Limited as facility manager, each party listed in Schedule 1 therein as other finance parties, VA Borrower 19 2 as borrower, VA Borrower 19 1 as related borrower, VAA and VAH dated 16 January 2020.
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397. Replacement Principal Repayment Schedule from BNP Paribas (acting through its Singapore branch) not in its individual capacity but solely as facility agent, to VA Borrower 19 2, VAA and VAH dated 16 January 2020.
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398. Senior Subscriber Prepayment Fee Letter from BNP Paribas and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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399. Senior Subscriber Prepayment Fee Letter from Goldman Sachs Lending Partners LLC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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400. Prepayment Fee Letter from AS Air Lease Holdings 9T DAC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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401. Specific Security Deed (Shares) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 19 December 2019.
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402. Specific Security Deed (Subleases) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity, but solely as security trustee dated 15 January 2020.
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403. Assignment of Insurances granted by VAA as assignor in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 14 January 2020.
- 
404. Virgin Australia Airlines Aircraft Lease Agreement (chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 14 January 2020.
- 
405. Replacement Rent Payment Schedule from VA Borrower 19 2 as lessor and acknowledged and agreed by VAA as lessee dated 16 January 2020.
- 
406. Virgin Australia Airlines Aircraft Lease Agreement (non-chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 14 January 2020.
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407. Virgin Australia Airlines Aircraft Sublease Agreement (chattel-paper) between VAA as lessor and VAIA as lessee dated 14 January 2020.
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408. Virgin Australia Airlines Aircraft Sublease Agreement (non-chattel-paper) between VAA as lessor and VAIA as lessee dated 14 January 2020.
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409. Loan Note Subscription Agreement between VA Borrower 19 2, VAA, VAH, each person listed in Part 1 of Schedule 2 therein as original senior subscribers, each person listed in Part 2 of Schedule 2 therein as original junior subscriber, each person listed in Part 3 of Schedule 2 therein as original fixed rate provider, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee and Castlake Aviation Holdings (Ireland) Limited as facility manager dated 19 December 2019.
- 
410. Security Trust Deed between, amongst others, VA Borrower 19 2, VAA and BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 17 December 2019.
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411. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Loan Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas (acting through its Singapore branch) dated 19 December 2019.
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412. Side Letter executed as a deed by BNP Paribas (acting through its Singapore branch) as MLAB, AS Air Lease Holdings 9T DAC as original junior subscriber, AS Air Lease 113 (Ireland) Limited as related junior subscriber, VA Borrower 19 1 as previous borrower, VA Borrower 19 2 as new borrower, VAA and VAH dated 19 December 2019.
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413. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Refinancing Junior Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas, acting through its Singapore branch dated 19 December 2019.
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414. Deed of Rectification between BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, Castlake Aviation Holdings (Ireland) Limited as facility manager, each party listed in Schedule 1 therein as other finance parties, VA Borrower 19 2 as borrower, VA Borrower 19 1 as related borrower, VAA and VAH dated 16 January 2020.
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415. Replacement Principal Repayment Schedule from BNP Paribas (acting through its Singapore branch) not in its individual capacity but solely as facility agent, to VA Borrower 19 2, VAA and VAH dated 16 January 2020.
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416. Senior Subscriber Prepayment Fee Letter from BNP Paribas and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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417. Senior Subscriber Prepayment Fee Letter from Goldman Sachs Lending Partners LLC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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418. Prepayment Fee Letter from AS Air Lease Holdings 9T DAC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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419. Specific Security Deed (Shares) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 19 December 2019.
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420. Specific Security Deed (Subleases) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity, but solely as security trustee dated 15 January 2020.
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421. Assignment of Insurances granted by VAA as assignor in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 14 January 2020.

422. Virgin Australia Airlines Aircraft Lease Agreement (chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 14 January 2020.

423. Replacement Rent Payment Schedule from VA Borrower 19 2 as lessor and acknowledged and agreed by VAA as lessee dated 16 January 2020.

424. Virgin Australia Airlines Aircraft Lease Agreement (non-chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 14 January 2020.

425. Virgin Australia Airlines Aircraft Sublease Agreement (chattel-paper) between VAA as lessor and VAIA as lessee dated 14 January 2020.

426. Virgin Australia Airlines Aircraft Sublease Agreement (non-chattel-paper) between VAA as lessor and VAIA as lessee dated 14 January 2020.

**MSN 38716**

427. Loan Note Subscription Agreement between VA Borrower 19 2, VAA, VAH, each person listed in Part 1 of Schedule 2 therein as original senior subscribers, each person listed in Part 2 of Schedule 2 therein as original junior subscriber, each person listed in Part 3 of Schedule 2 therein as original fixed rate provider, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee and Castlake Aviation Holdings (Ireland) Limited as facility manager dated 19 December 2019.

428. Security Trust Deed between, amongst others, VA Borrower 19 2, VAA and BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 17 December 2019.

429. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Loan Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas (acting through its Singapore branch) dated 19 December 2019.

430. Side Letter executed as a deed by BNP Paribas (acting through its Singapore branch) as MLAB, AS Air Lease Holdings 9T DAC as original junior subscriber, AS Air Lease 113 (Ireland) Limited as related junior subscriber, VA Borrower 19 1 as previous borrower, VA Borrower 19 2 as new borrower, VAA and VAH dated 19 December 2019.

431. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Refinancing Junior Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas, acting through its Singapore branch dated 19 December 2019.

432. Deed of Rectification between BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, Castlake Aviation Holdings (Ireland) Limited as facility manager, each party listed in Schedule 1 therein as other finance parties, VA Borrower 19 2 as borrower, VA Borrower 19 1 as related borrower, VAA and VAH dated 16 January 2020.

433. Replacement Principal Repayment Schedule from BNP Paribas (acting through its Singapore branch) not in its individual capacity but solely as facility agent, to VA Borrower 19 2, VAA and VAH dated 16 January 2020.
- 
434. Senior Subscriber Prepayment Fee Letter from BNP Paribas and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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435. Senior Subscriber Prepayment Fee Letter from Goldman Sachs Lending Partners LLC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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436. Prepayment Fee Letter from AS Air Lease Holdings 9T DAC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.
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437. Specific Security Deed (Shares) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 19 December 2019.
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438. Specific Security Deed (Subleases) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity, but solely as security trustee dated 15 January 2020.
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439. Assignment of Insurances granted by VAA as assignor in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 14 January 2020.
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440. Virgin Australia Airlines Aircraft Lease Agreement (chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 14 January 2020.
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441. Replacement Rent Payment Schedule from VA Borrower 19 2 as lessor and acknowledged and agreed by VAA as lessee dated 16 January 2020.
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442. Virgin Australia Airlines Aircraft Lease Agreement (non-chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 14 January 2020.
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443. Virgin Australia Airlines Aircraft Sublease Agreement (chattel-paper) between VAA as lessor and VAIA as lessee dated 14 January 2020.
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444. Virgin Australia Airlines Aircraft Sublease Agreement (non-chattel-paper) between VAA as lessor and VAIA as lessee dated 14 January 2020.
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**MSN 38717**

445. Loan Note Subscription Agreement between VA Borrower 19 2, VAA, VAH, each person listed in Part 1 of Schedule 2 therein as original senior subscribers, each person listed in Part 2 of Schedule 2 therein as original junior subscriber, each person listed in Part 3 of Schedule 2 therein as original fixed rate provider, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee and Castlelake Aviation Holdings (Ireland) Limited as facility manager dated 19 December 2019.
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446. Security Trust Deed between, amongst others, VA Borrower 19 2, VAA and BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 17 December 2019.
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447. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Loan Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas (acting through its Singapore branch) dated 19 December 2019.

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448. Side Letter executed as a deed by BNP Paribas (acting through its Singapore branch) as MLAB, AS Air Lease Holdings 9T DAC as original junior subscriber, AS Air Lease 113 (Ireland) Limited as related junior subscriber, VA Borrower 19 1 as previous borrower, VA Borrower 19 2 as new borrower, VAA and VAH dated 19 December 2019.

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449. Side Letter regarding 'List of Proposed Offerees in Relation to the Loan Note Subscription Agreement' (Refinancing Junior Notes) signed for and on behalf of VAA, and signed by way of confirmation for and on behalf of BNP Paribas, acting through its Singapore branch dated 19 December 2019.

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450. Deed of Rectification between BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee, BNP Paribas (acting through its Singapore branch) as MLAB, facility agent and registrar, Castlake Aviation Holdings (Ireland) Limited as facility manager, each party listed in Schedule 1 therein as other finance parties, VA Borrower 19 2 as borrower, VA Borrower 19 1 as related borrower, VAA and VAH dated 16 January 2020.

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451. Replacement Principal Repayment Schedule from BNP Paribas (acting through its Singapore branch) not in its individual capacity but solely as facility agent, to VA Borrower 19 2, VAA and VAH dated 16 January 2020.

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452. Senior Subscriber Prepayment Fee Letter from BNP Paribas and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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453. Senior Subscriber Prepayment Fee Letter from Goldman Sachs Lending Partners LLC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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454. Prepayment Fee Letter from AS Air Lease Holdings 9T DAC and confirmed and agreed by VA Borrower 19 2 and VAA dated 19 December 2019.

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455. Specific Security Deed (Shares) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity but solely as security trustee dated 19 December 2019.

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456. Specific Security Deed (Subleases) granted by VAA in favour of BNP Paribas (acting through its Singapore branch), not in its individual capacity, but solely as security trustee dated 15 January 2020.

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457. Virgin Australia Airlines Aircraft Lease Agreement (chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 14 January 2020.

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458. Replacement Rent Payment Schedule from VA Borrower 19 2 as lessor and acknowledged and agreed by VAA as lessee dated 16 January 2020.

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459. Virgin Australia Airlines Aircraft Lease Agreement (non-chattel paper) between VA Borrower 19 2 as lessor and VAA as lessee dated 14 January 2020.

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460. Virgin Australia Airlines Aircraft Sublease Agreement (chattel-paper) between VAA as lessor and VAIA as lessee dated 14 January 2020.

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461. Virgin Australia Airlines Aircraft Sublease Agreement (non-chattel-paper) between VAA as lessor and VAIA as lessee dated 14 January 2020.

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**MSN 36608**

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462. Aircraft Sublease Agreement between VB 800 as sublessor and VAA as sublessee dated 21 December 2009.

463. Aircraft Sublease Amendment Agreement between VB 800 as lessor and VAA as lessee dated 29 July 2014.

464. Joint and Several Guarantee between VAH as guarantor, VAA as guarantor and AWAS 36608 UK Limited as lessor dated 29 July 2014.

465. Assignment of Insurances between VAA as sublessee and AWAS 36608 UK Limited as lessor dated 29 July 2014.

466. Notice and Acknowledgment of Assignment of Lease, Lease Guarantee and Assignment of Insurances between VB 800 as lessee, VAH as guarantor and VAA as guarantor, AWAS 36608 UK Limited as assignor, JRQ 5 Limited as assignee, BNP Paribas as security agent dated 29 July 2014.

467. Acknowledgement of Subordination from VB 800 as lessee, VAA as sublessee and AWAS 36608 UK Limited as lessor dated 29 July 2014.

468. Airframe Warranties Letter Agreement between VAA, JRQ 5 Limited as new owner, AWAS 36608 UK Limited as new lessor and The Boeing Company dated 29 July 2014.

469. Engine Warranty Agreement between VAA as assignor, AWAS 36608 UK Limited as new lessor and JRQ 5 Limited as assignee dated 29 July 2014.

470. Engine Consent and Agreement between CFM International, Inc. as engine manufacturer, VAA as assignor, AWAS 36608 UK Limited as assignee and JRQ 5 Limited as assignee dated 29 July 2019.

471. Deregistration Power of Attorney between VAA as principal, VB 800 as principal, AWAS 36608 UK Limited as lessor and attorney, JRQ 5 Limited as attorney and BNP Paribas, Singapore Branch as attorney dated 29 July 2014.

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**MSN 39413**

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472. Aircraft Lease Agreement between AWAS 39413 UK Limited as lessor and VB Leaseco as lessee dated 31 March 2011.

473. Lease Supplement No. 1 between VB LeaseCo as lessee and AWAS 39413 UK Limited as lessor dated 31 March 2011.

474. Amendment to Aircraft Lease Agreement between AWAS 39413 UK Limited as lessor and VB Leaseco as lessee dated 26 June 2018.

475. Sublease Agreement between VB Leaseco as sublessor and VAA as sublessee dated 31 March 2011.

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476. Lessee Parent Guarantee between VAH as guarantor and AWAS 39413 UK Limited as beneficiary dated 26 June 2018.
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477. Lessee Guarantee between VAA as guarantor and AWAS 39413 UK Limited as beneficiary dated 31 March 2011.
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478. Assignment of Insurances and Requisition Proceeds between VAA as assignor and AWAS 39413 UK Limited as lessor dated 31 March 2011.
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479. Subordination Acknowledgment from VAA as sublessee to AWAS 39413 UK Limited as lessor, AWAS 39413 Limited as owner and Landesbank Hessen-Thüringen Girozentrale, Irish Branch as security agent dated 31 March 2011.
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480. Notice of Assignment of the Lease to VB Leaseco from AWAS 39413 UK Limited as assignor and AWAS 39413 Limited as assignee and Landesbank Hessen-Thüringen Girozentrale, Irish Branch as security agent and assignee dated 31 March 2011.
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481. Acknowledgement of Assignment from the Lessee from VB Leaseco as lessee to AWAS 39413 UK Limited as assignor, AWAS 39413 Limited as assignee and Landesbank Hessen-Thüringen Girozentrale, Irish Branch as security agent dated 31 March 2011.
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482. Notice of Assignment of the Lease to VAA as sublessee from AWAS 39413 UK Limited as assignor and AWAS 39413 Limited as assignee and Landesbank Hessen-Thüringen Girozentrale, Irish Branch as security agent and assignee dated 31 March 2011.
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483. Acknowledgement of Assignment of the Lease from VAA as sublessee to AWAS 39413 UK Limited as assignor, AWAS 39413 Limited as assignee and Landesbank Hessen-Thüringen Girozentrale, Irish Branch as security agent dated 31 March 2011.
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484. Notice of Assignment and Related Matters to Lease Parties from AWAS 39413 UK Limited as assignor, AWAS 39413 Limited as assignee and Landesbank Hessen-Thüringen Girozentrale as security agent to VAH, VB Leaseco and VAA dated 26 June 2018.
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485. Acknowledgement of Assignment from the Lease Parties from VAH, VB Leaseco and VAA to AWAS 39413 UK Limited as assignor, AWAS 39413 Limited as assignee and Landesbank Hessen-Thüringen Girozentrale as security agent dated 26 June 2018.
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486. Engine Manufacturer Consent and Agreement between CFM International, S.A. as engine manufacturer, Landesbank Hessen-Thüringen Girozentrale, Irish Branch as security trustee and assignee, AWAS Aviation Trading Limited, AWAS 39413 Limited as assignor, AWAS 39413 UK Limited and VB Leaseco dated 31 March 2011.
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487. Quiet Enjoyment Undertaking from AWAS 39413 Limited as grantor and VB Leaseco as lessee dated 31 March 2011.
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488. Deregistration Power of Attorney between VB Leaseco as lessee and AWAS 39413 UK Limited as lessor and attorney dated 31 March 2011.
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489. Deregistration Power of Attorney between VAA as initial operator and AWAS 39413 UK Limited as lessor and attorney dated 31 March 2011.
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**MSN 41015**

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490. Loan Note Subscription Agreement between Short Haul 18 1 as borrower, VAA, VAH as guarantor and Deutsche Bank AG, Singapore Branch as original subscriber, mandated lead arranger, underwriter, facility agent, registrar, security trustee and Interest Rate Swap Counterparty dated 21 December 2017, amended and restated on 29 January 2018.
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491. Deed of amendment and restatement – Loan Note Subscription Agreement between Short Haul 18 1 as borrower, VAA, VAH as guarantor and Deutsche Bank AG, Singapore Branch original subscriber, mandated lead arranger, underwriter, facility agent, registrar, security trustee and Interest Rate Swap Counterparty dated 29 January 2018.
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492. Security Trust Deed between Short Haul 18 1 as borrower, VAA as initial beneficiary, Deutsche Bank AG, Singapore Branch as security trustee and initial beneficiary dated 21 January 2018.
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493. Junior Loan Agreement between Short Haul 18 1 as borrower and VAA as junior lender dated 25 January 2018.
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494. Lease Agreement between Short Haul 18 1 as lessor and VAA as lessee dated 25 January 2018.
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495. Specific Security Deed (Shares) between VAA as grantor and Deutsche Bank AG, Singapore Branch as security trustee dated 21 December 2017.
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496. Specific Security Deed (Insurances and Subleases) between VAA as grantor and Deutsche Bank AG, Singapore Branch as security trustee dated 25 January 2018.
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497. Engine Warranty Agreement between VAA, Short Haul 18 1 as owner, CFM International, Inc. (CFM) as engine manufacturer and Deutsche Bank AG, Singapore Branch as security trustee dated 29 January 2018
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498. Engine Warranty Supplement No. 1 between VAA, Short Haul 18 1 as owner, CFM as engine manufacturer and Deutsche Bank AG, Singapore Branch as security trustee dated on or about 29 January 2018.
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499. Offerees Confirmation between Deutsche Bank AG, Singapore Branch, VAA and Short Haul 18 1 dated 31 January 2018.
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**MSN 39921**

500. Aircraft Lease Agreement Amendment Deed between VB Leaseco No 2 as lessee, VAA as guarantor, Keos Aviation UK Limited as lessor, and Merx Aviation Finance Holdings, LLC as lessor guarantor dated 27 June 2017
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501. Aircraft Sublease Agreement between VB Leaseco No 2 and VAA dated 2 February 2011
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502. Sublease Amendment Deed between VB Leaseco No 2 and VAA dated on or about 31 March 2015
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503. Sublease Amendment Deed between VB Leaseco No 2 and VAA dated 27 June 2017
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504. Deed of Guarantee between VAA as guarantor and Keos Aviation UK Limited as lessor dated 31 March 2015

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505. Assignment of Insurances between VAA as assignor and Keos Aviation UK Limited as assignee dated 31 March 2015

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506. Notice of Security Assignment to VB Leaseco No 2 as lessee and VAA as sublessee from Keos Aviation UK Limited and Deutsche Bank Trust Company Americas as security trustee dated 2 July 2018

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507. Deregistration Power of Attorney from VB Leaseco No 2 and VAA in favour of the Lessor dated 2 July 2018

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**MSN 39925**

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508. Aircraft Lease Agreement Amendment Deed between VB Leaseco No 2, VAA as guarantor, Keos Aviation UK Limited and Merx Aviation Finance Holdings, LLC as lessor guarantor dated 29 June 2018

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509. Aircraft Sublease Agreement between VB Leaseco No 2 and VAA dated 20 September 2012

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510. Sublease Amendment Deed between VB Leaseco No 2 and VAA dated on or about 2 April 2015

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511. Sub-Sublease Agreement between VAA and VAIA dated 28 November 2012

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512. Sub-Sublease Amendment Deed between VAA and VAIA dated on or about 2 April 2015

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513. Deed of Guarantee between VAA as guarantor and Keos Aviation UK Limited as lessor dated 1 April 2015

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514. Assignment of Insurances between VAA as assignor and Keos Aviation UK Limited as assignee dated 1 April 2015

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515. Notice of Security Assignment to VB Leaseco No 2 as lessee and VAA as sublessee from Keos Aviation UK Limited and Deutsche Bank Trust Company Americas as security trustee dated 2 July 2018

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516. Deregistration Power of Attorney from VB Leaseco No 2 and VAA in favour of Keos Aviation UK Limited dated 2 July 2018

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**MSNs 40700, 40701 and 40702**

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517. Participation Agreement between VAA as sublessee, as commercial lender and as commercial loan agent, VB Leaseco as lessee, Short Haul 14 2 as lessor, Short Haul 14 1 as lessor parent, TD Bank, N.A. as Ex-Im Bank Lender and Ex-Im Bank Loan Agent, Wells Fargo Bank Northwest, National Association as security trustee and Export-Import Bank of the United States dated 21 August 2014.

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518. Omnibus Amendment Agreement between VAA as sublessee, commercial lender and commercial loan agent, VB Leaseco as lessee, Short Haul 14 2 as lessor, Short Haul 14 1 as lessor parent, TD Bank, N.A. as Ex-Im Bank Lender, Ex-Im Bank Loan Agent, Wells Fargo Bank Northwest, National Association as security trustee and Export-Import Bank of the United States.

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519. Security Trust Deed between VAA as sublessee, VB Leaseco as lessee, Short Haul 14 1 as lessor parent, Short Haul 14 2 as lessor, CBA Corporate Services (NSW) Pty Limited as Australian Security Trustee and Wells Fargo Bank Northwest, National Association as security trustee dated 22 August 2014.

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520. Commercial Loan Agreement between Short Haul 14 2 as borrower, VAA as commercial lender and commercial loan agent dated 24 August 2014.

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521. Master Lease Deed between Short Haul 14 2 as lessor and VB Leaseco as lessee dated 24 August 2014.

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522. Master Sublease Deed between VB Leaseco as sublessor and VAA as sublessee dated 24 August 2014.

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523. Master Subsublease Deed (Permitted sublease) between VAA as sublessee and VAIA as subsublessee dated 24 August 2014.

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524. Lessee Guarantee between VB LeaseCo as guarantor, TD Bank, N.A. as Ex-Im Bank lender and Ex-Im Bank loan agent, VAA as commercial lender and commercial loan agent, Wells Fargo Bank Northwest, National Association as security trustee, CBA Corporate Services (NSW) Pty Limited as Australian security trustee and Export Import Bank of the United States dated 22 August 2014.

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525. VA Guarantee Agreement between VAH, VAA, VAAH, VAIA and VAIH, each a guarantor, and TD Bank, N.A. as Ex-Im Bank lender and Ex-Im Bank loan agent, VAA as commercial lender and commercial loan agent to the extent that it is not a guarantor, Wells Fargo Bank Northwest, National Association as security trustee, CBA Corporate Services (NSW) Pty Limited as Australian security trustee and Export Import Bank of the United States, each a beneficiary dated 22 August 2014.

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526. Specific Security Agreement - Shares (Lessor Parent) between VB Leaseco as mortgagor and CBA Corporate Services (NSW) Pty Limited as mortgagee dated 22 August 2014.

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527. Assignment of Sublease (U.S.) between VB Leaseco as assignor and Wells Fargo Bank Northwest, National Association as security trustee and assignee dated 22 August 2014.

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528. Assignment of Permitted Sublease (U.S.) between VAA as assignor and Wells Fargo Bank Northwest, National Association as security trustee and assignee dated 22 August 2014.

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529. Engine Warranty Agreement between VAA as sublessee, Short Haul 14 2 as lessor, CFM International, Inc. as engine manufacturer and Wells Fargo Bank Northwest, National Association as security trustee dated 25 August 2014.

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**MSN 40700**

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530. Master Lease Deed Supplement No. 2 between Short Haul 14 2 as lessor and VB Leaseco as lessee dated 17 September 2014.
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531. Master Sublease Deed Supplement No. 2 between VB Leaseco as sublessor and VAA as sublessee dated 17 September 2014.
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532. Master Subsublease Deed Supplement No. 2 between VAA as sublessee and VAIA as subsublessee dated 17 September 2014.
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533. Specific Security Agreement – Contractual Rights (Sublease) between VB Leaseco as mortgagor and CBA Corporate Services (NSW) Pty Limited as mortgagee dated 16 September 2014.
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534. Notice to Sublessee pursuant to Specific Security Agreement – Contractual Rights (Sublease) between VB Leaseco, CBA Corporate Services (NSW) Pty Limited, Short Haul 14 2 and VAA dated 17 September 2014.
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535. Specific Security Agreement – Contractual Rights (Permitted Sublease) between VAA as mortgagor and CBA Corporate Services (NSW) Pty Limited as mortgagee dated 16 September 2014
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536. Notice to Sub-sublessee pursuant to Specific Security Agreement – Contractual Rights (Permitted Sublease) between VAA, CBA Corporate Services (NSW) Pty Limited, VAIA and VB Leaseco dated 17 September 2014.
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537. Assignment of Insurances between VAA as assignor and Wells Fargo Bank Northwest, National Association as assignee dated 17 September 2014.
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538. Sublessee Power of Attorney (Deed Poll) from VAA in favour of CBA Corporate Services (NSW) Pty Limited, Wells Fargo Bank Northwest, National Association and Export-Import Bank of the United States as attorneys dated 16 September 2014.
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539. Engine Assignment Supplement No.2 between VAA as sublessee, Short Haul 14 2 as lessor, CFM International, Inc. as engine manufacturer and Wells Fargo Bank Northwest, National Association as security trustee dated 17 September 2014.
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- MSN 40701**
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540. Master Lease Deed Supplement No.3 between Short Haul 14 2 as lessor, VB Leaseco as lessee dated 5 March 2015.
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541. Master Sublease Deed Supplement No.3 between VB Leaseco as sublessor and VAA as sublessee dated 5 March 2015.
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542. Master Subsublease Deed Supplement No. 3 between VAA as sublessee and VAIA as subsublessee dated 5 March 2015.
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543. Specific Security Agreement – Contractual Rights (Sublease) between VB Leaseco as mortgagor, CBA Corporate Services (NSW) Pty Limited as mortgagee dated 4 March 2015.
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544. Notice to Sublessee pursuant to Specific Security Agreement – Contractual Rights (Sublease) between VB Leaseco, CBA Corporate Services (NSW) Pty Limited, Short Haul 14 2 and VAA dated 4 March 2015

545. Specific Security Agreement – Contractual Rights (Permitted Sublease) between VAA as mortgagor and CBA Corporate Services (NSW) Pty Limited as mortgagee dated 4 March 2015.

546. Notice to Sub-sublessee pursuant to Specific Security Agreement – Contractual Rights (Permitted Sublease) between VAA as mortgagor, CBA Corporate Services (NSW) Pty Limited as mortgagee, VAIA as subsublessee and VB Leaseco dated 4 March 2015

547. Assignment of Subsublease between VAA as assignor and Wells Fargo Bank Northwest, National Association as security trustee and assignee dated 4 March 2015.

548. Assignment of Insurances between VAA as assignor and Wells Fargo Bank Northwest, National Association as security trustee and assignee dated 5 March 2015.

549. Engine Warranty Supplement No.3 between VAA as sublessee, Short Haul 14 2 as lessor, CFM International, Inc. as engine manufacturer and Wells Fargo Bank Northwest, National Association as security trustee dated 5 March 2015.

550. Sublessee Power of Attorney (Deed Poll) from VAA as assignee in favour of CBA Corporate Services (NSW) Pty Limited, Wells Fargo Bank Northwest, National Association and Export-Import Bank of the United States as attorneys dated 4 March 2015.

551. Cash Flow Memorandum between Short Haul 14 2, VAA, TD Bank, N.A. and Wells Fargo Bank Northwest, National Association, dated 2 March 2015.

**MSN 40702**

552. Master Lease Deed Supplement No.1 between Short Haul 14 2 and VB Leaseco dated 29 August 2014.

553. Master Sublease Deed Supplement No.1 between VB Leaseco as sublessor and VAA as sublessee dated 29 August 2014.

554. Master Subsublease Deed Supplement No.1 between VAA as sublessee and VAIA as subsublessee dated 29 August 2014.

555. Specific Security Agreement – Contractual Rights (Sublease) between VB Leaseco as mortgagor and CBA Corporate Services (NSW) Pty Limited as mortgagee dated 22 August 2019.

556. Notice to Sublessee pursuant to Specific Security Agreement – Contractual Rights (Sublease) between VB Leaseco, CBA Corporate Services (NSW) Pty Limited, VAA and Short Haul 14 2 dated 25 August 2014.

557. Specific Security Agreement – Contractual Rights (Permitted Sublessee) between VAA as mortgagor and CBA Corporate Services (NSW) Pty Limited as mortgagee dated 22 August 2014.

558. Notice to Sub-subslee pursuant to Specific Security Agreement – Contractual Rights (Permitted Sublease) between VAA, CBA Corporate Services (NSW) Pty Limited, VAIA and VB Leaseco dated 25 August 2014.

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559. Assignment of Insurances between VAA as assignor and Wells Fargo Bank Northwest, National Association as security trustee as assignee dated 22 August 2014.

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560. Engine Warranty Supplement No.1 between VAA, Short Haul 14 2, CFM International, Inc. as engine manufacturer and Wells Fargo Bank Northwest, National Association as Security Trustee dated 29 August 2014.

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561. Sublessee Power of Attorney (Deed Poll) from VAA as assignor in favour of CBA Corporate Services (NSW) Pty Limited, Wells Fargo Bank Northwest, National Association and Export-Import Bank of the United States as attorneys dated 22 August 2014.

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**MSN 41020**

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562. Loan Facility Agreement between Short Haul 17 3, VAA, VAH and Australia and New Zealand Banking Group Limited dated 13 November 2017.

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563. Junior Loan Agreement between Short Haul 17 3 and VAA dated 13 November 2017.

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564. Specific Security Deed (Insurances and Subleases) between VAA and Australia and New Zealand Banking Group Limited dated 13 November 2017.

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565. Notice to Third Party (Aircraft Lease Agreement) from Short Haul 17 3 to VAA, and confirmed by Australia and New Zealand Banking Group Limited, dated 14 November 2017, with acknowledgement from VAA to Australia and New Zealand Banking Group Limited dated 14 November 2017.

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566. Notice of Mortgage of Insurances (Specific Security Agreement (Insurances and Subleases)) from VAA and Australia and New Zealand Banking Group Limited to JLT dated 13 November 2017.

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567. Aircraft Lease Agreement (chattel paper) between Short Haul 17 3 and VAA dated 13 November 2017.

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568. Aircraft Lease Agreement (non-chattel paper) between Short Haul 17 3 and VAA dated 13 November 2017.

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569. Engine Warranty Agreement between CFM International, Inc., VAA, Short Haul 17 3 and Australia and New Zealand Banking Group Limited dated 13 November 2017.

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570. Engine Warranty Supplement No. 1 between VAA, Short Haul 17 3, CFM International, Inc. and Australia and New Zealand Banking Group Limited dated 13 November 2017.

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**MSN 39926**

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571. Aircraft Lease Amendment Deed dated 22 June 2018 between SMBC Aviation Capital (UK) Limited, VB Leaseco No 2 and VAA

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572. Aircraft Sublease Agreement dated 4 October 2012 between VB Leaseco No 2 and VAA

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573. Sublease Amendment Letter dated 26 September 2019 between VB Leaseco No 2 and VAA

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574. Aircraft Subsublease Agreement dated 7 December 2014 between VAA and VAIA

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575. Subsublease Amendment Letter dated 26 September 2019 between VAA and VAIA

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576. Subordination Agreement between 26 September 2019 between Nihon Life Creator Co., Ltd, VB Leaseco No 2, VAA, and VAIA

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577. Deed of Guarantee dated 28 September 2019 between VAA and Nihon Life Creator Co., Ltd

---

578. Assignment of Insurances dated 26 September 2019 between VAA and Nihon Life Creator Co., Ltd

---

579. Notice of Assignment dated 26 September 2019 from Sumitomo Mitsui Banking Corporation and Nihon Life Creator Co., Ltd to VB Leaseco No 2, VAA and VAIA

---

580. Acknowledgement of Assignment dated 26 September 2019 from VB Leaseco No 2, VAA and VAIA to Sumitomo Mitsui Banking Corporation and Nihon Life Creator Co., Ltd

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581. Deregistration Power of Attorney dated 26 September 2019 from VB Leaseco No 2, VAA and VAIA

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**MSN 40698**

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582. Aircraft Operating Lease Agreement dated 7 March 2013 between SMBC Aviation Capital Japan Co., Ltd and VB Leaseco

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583. Engine Supplement dated 19 August 2013 between SMBC Aviation Capital Japan Co., Ltd and VB Leaseco

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584. Aircraft Lease Novation and Amendment Deed dated 27 February 2018 between SMBC Aviation Capital Japan Co., Ltd, VB Leaseco, Kitakensetsu Co., Ltd, Kitakensetsu Co., Ltd and Kitakousan Co., Ltd

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585. Lessor Consent and Lease Amendment dated 5 July 2019 between VB Leaseco and Kitakensetsu Co., Ltd

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586. Aircraft Sublease Agreement dated 19 August 2013 between VB Leaseco and VAA

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587. Sublease Amendment Letter dated 7 December 2014 between VB Leaseco and VAA

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588. Sublease Amendment Letter dated 27 February 2018 between VB Leaseco and VAA
589. Aircraft Subsublease Agreement dated 7 December 2014 between VAA and VAIA
590. Subsublease Amendment Letter dated 27 February 2018 between VAA and VAIA
591. Subordination Acknowledgement dated 27 February 2018 from VAIA, VAA and VB Leaseco to Kitakensetsu Co., Ltd
592. Airframe Warranties Assignment dated 27 February 2018 between VAA, Kitakensetsu Co., Ltd and Kitakousan Co., Ltd and Sumitomo Mitsui Banking Corporation
593. Boeing Warranty Notice dated 27 February 2018 from VAA, Kitakensetsu Co., Ltd and Kitakousan Co., Ltd, Sumitomo Mitsui Banking Corporation and VB Leaseco to The Boeing Company
594. Engine Warranties Assignment dated 27 February 2018 between VAA, Kitakensetsu Co., Ltd and Kitakousan Co., Ltd, Sumitomo Mitsui Banking Corporation and VB Leaseco
595. Consent and Agreement of Engine Manufacturer dated 27 February 2018 between CFM International Inc, VAA, and Kitakensetsu Co., Ltd and Kitakousan Co., Ltd, Sumitomo Mitsui Banking Corporation and VB Leaseco
596. Guarantee and Indemnity dated 27 February 2018 between VAA and Kitakensetsu Co., Ltd and Kitakousan Co., Ltd
597. Assignment of Insurances dated 27 February 2018 between VB Leaseco and Kitakensetsu Co., Ltd and Kitakousan Co., Ltd
598. Assignment of Insurances dated 27 February 2018 between VAA and Kitakensetsu Co., Ltd and Kitakousan Co., Ltd
599. Notice of Security Assignment dated 27 February 2018 from Kitakensetsu Co., Ltd and Kitakousan Co., Ltd, Kitakensetsu Co., Ltd and Sumitomo Mitsui Banking Corporation to VB Leaseco
600. Notice of Security Assignment dated 27 February 2018 from Kitakensetsu Co., Ltd and Kitakousan Co., Ltd, Kitakensetsu Co., Ltd and Sumitomo Mitsui Banking Corporation to VAA
601. Deregistration Power of Attorney dated 27 February 2018 from VB Leaseco
602. Deregistration Power of Attorney dated 27 February 2018 from VAA
603. Lender Quiet Enjoyment Letter dated 27 February 2018 from Sumitomo Mitsui Banking Corporation to VB Leaseco, VAA and VAIA

**MSN 40997**

- 
604. Aircraft Lease Amendment Deed dated 6 July 2017 between SMBC Aviation Capital (UK) Limited, VB Leaseco No 2 and VAA
- 
605. Aircraft Sublease Agreement dated 8 November 2011 between VB Leaseco No 2 and VAA
- 
606. Sublease Amendment Letter dated 6 July 2017 between VB Leaseco No 2 and VAA
- 
607. Airframe Warranty Agreement dated 8 November 2011 between SMBC Aviation Capital (UK) Limited, VB Leaseco No 2 and VAA and acknowledged by The Boeing Company
- 
608. Engine Warranty Assignment Agreement dated 8 November 2011 between SMBC Aviation Capital (UK) Limited, VB Leaseco No 2 and VAA
- 
609. Consent and Agreement dated 8 November 2011 between CFM International Inc, SMBC Aviation Capital (UK) Limited, VAA and VB Leaseco No 2
- 
610. Deed of Guarantee dated 4 February 2011 between VAA and SMBC Aviation Capital (UK) Limited
- 
611. Assignment of Insurances dated 8 November 2011 between VAA and SMBC Aviation Capital (UK) Limited
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**MSN 41012**

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612. Aircraft Operating Lease Agreement between SMBC Aviation Capital Japan Co., Ltd and VB Leaseco dated 7 March 2013
- 
613. Aircraft Lease Amendment and Replacement Deed dated 19 April 2018 between SMBC Aviation Capital Japan Co., Ltd, Danke Holdings Co., Ltd and VB Leaseco
- 
614. Engine Supplement dated 24 July 2013 between SMBC Aviation Capital Japan Co., Ltd and VB Leaseco
- 
615. Aircraft Sublease Agreement dated 24 July 2013 between VB Leaseco and VAA
- 
616. Sublease Amendment Agreement dated 7 December 2014 between VB Leaseco and VAA
- 
617. Sublease Amendment Letter dated 19 April 2018 between VB Leaseco and VAA
- 
618. Subordination Acknowledgement dated 19 April 2018 from VAA to Danke Holdings Co., Ltd
- 
619. Airframe Warranties Assignment dated 19 April 2018 between VAA, Danke Holdings Co., Ltd and Sumitomo Mitsui Banking Corporation
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620. Boeing Warranty Notice dated 19 April 2018 from VAA, Danke Holdings Co., Ltd, Sumitomo Mitsui Banking Corporation and VB Leaseco to The Boeing Company

621. Engine Warranties Assignment dated 19 April 2018 between VAA, Danke Holdings Co., Ltd, Sumitomo Mitsui Banking Corporation and VB Leaseco

622. Consent and Agreement of Engine Manufacturer dated 19 April 2018 between CFM International Inc, VAA, Danke Holdings Co., Ltd, Lender and VB Leaseco

623. Guarantee and Indemnity dated 19 April 2018 between VAA and Danke Holdings Co., Ltd

624. Assignment of Insurances dated 19 April 2018 between VB Leaseco and Danke Holdings Co., Ltd

625. Assignment of Insurances dated 19 April 2018 between VAA and Danke Holdings Co., Ltd

626. Notice of assignment to Lessee dated 19 April 2018 from Danke Holdings Co., Ltd and Sumitomo Mitsui Banking Corporation to VB Leaseco

627. Notice of assignment to Guarantor and Sublessee dated 19 April 2018 from Danke Holdings Co., Ltd and Sumitomo Mitsui Banking Corporation to VAA

628. Deregistration Power of Attorney dated 19 April 2018 from VB Leaseco

629. Deregistration Power of Attorney dated 19 April 2018 from VAA

630. Quiet Enjoyment Letter dated 19 April 2018 from Sumitomo Mitsui Banking Corporation to VB Leaseco and VAA

**MSN 41004**

631. Operating Lease Agreement dated 18 January 2016 between OAS Aviation (UK) Limited and VB Leaseco.

632. Aircraft Lease Transaction and Amendment Deed dated 18 January 2016 among Avolon Aerospace UK 3 Limited, VB Leaseco and OAS Aviation (UK) Limited.

633. Lease Amendment Agreement dated 20 January 2017 between OAS Aviation (UK) Limited and VB Leaseco.

634. Lease Extension and Amendment Agreement dated 16 May 2018 between OAS Aviation (UK) Limited and VB Leaseco.

635. Aircraft Sublease Agreement dated 12 December 2011 between VB Leaseco and VAA

636. Sublease Amendment Letter dated 20 January 2017 between VB Leaseco and VAA

637. Guarantee dated 18 January 2016 entered into between VAA and OAS Aviation (UK) Limited.
- 
638. Guarantee Confirmation dated on or about 16 May 2018 from VAA in relation to the Guarantee.
- 
639. Airframe Warranty Agreement dated 18 January 2016 entered into among Avolon Aerospace AOE 61 Limited, OAS Aviation (UK) Limited, VB Leaseco and VAA.
- 
640. Engine Warranty Assignment Agreement dated 18 January 2016 entered into among Avolon Aerospace AOE 61 Limited, OAS Aviation (UK) Limited, VB Leaseco and VAA.
- 
641. Consent and Agreement dated 18 January 2016 entered into among CFM International, Inc., OAS Aviation (UK) Limited, Avolon Aerospace AOE 61 Limited, VAA and VB Leaseco.
- 
642. Security Assignment dated 18 January 2016 between VB Leaseco and OAS Aviation (UK) Limited.
- 
643. Assignment of Insurances dated 18 January 2016 between VAA and OAS Aviation (UK) Limited.
- 
644. Subordination Acknowledgement dated 18 January 2016 from VAA to OAS Aviation (UK) Limited.
- 
645. Notice of Lease Security Assignment to VAA dated 18 January 2016 from VB Leaseco, OAS Aviation (UK) Limited to VAA.
- 
646. Lessee Deregistration Power of Attorney dated 20 January 2017 to Mizuho Bank Ltd.
- 
647. Sublessee Deregistration Power of Attorney dated 20 January 2017 to Mizuho Bank Ltd.
- 
648. Notice of Sub-Lease Security Assignment to VAA dated 20 January 2017 from OAS Aviation (UK) Limited, Biko Kisen Co., Ltd. and Mizuho Bank Ltd to VB Leaseco and VAA.
- 
649. Letter of Quiet Enjoyment Undertaking dated 20 January 2017 from Mizuho Bank Ltd to VB Leaseco.
- 
650. Letter of Quiet Enjoyment Undertaking dated 20 January 2017 from Biko Kisen Co., Ltd. to VB Leaseco.
- 
651. Sublessee Deregistration Power of Attorney dated on or about 18 January 2016 to OAS Aviation (UK) Limited.
- 
652. Lessee Deregistration Power of Attorney dated on or about 18 January 2016 to OAS Aviation (UK) Limited.
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**MSN 40995**

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653. Aircraft Sublease Agreement dated 20 June 2011 between VB Leaseco 2 and VAA.

654. Aircraft Subsublease Agreement dated 19 March 2019 between VAA and Tiger Airways.

655. Guarantee dated 13 April 2012 between VAA and between OAS Aviation (UK) Limited.

656. Guarantee Confirmation dated 23 June 2017 from VAA in relation to the Guarantee.

657. Airframe Warranty Agreement dated 13 April 2012 entered into among between OAS Aviation (UK) Limited, VAA, VB Leaseco No 2 and Boeing.

658. Engine Warranty Assignment Agreement dated 13 April 2012 entered into among OAS Aviation (UK) Limited, VB Leaseco No 2 and VAA as assignor.

659. Consent and Agreement dated 13 April 2012 entered in to among CFM International, Inc., OAS Aviation (UK) Limited, VAA and VB Leaseco No 2.

660. Assignment of Insurances dated 13 April 2012 between VAA and OAS Aviation (UK) Limited.

661. Lessee Deregistration Power of Attorney dated 13 April 2012 to OAS Aviation (UK) Limited.

662. Sublessee Deregistration Power of Attorney dated 13 April 2012 to OAS Aviation (UK) Limited.

663. Notice and Acknowledgement of Sublease Security Assignment dated 26 July 2018 from IZAK Group Aircraft Leasing Kumiai, OAS Aviation (UK) Limited to VAA.

#### **MSN 40994**

664. Operating Lease Agreement dated 18 September 2012 between OAS Aviation (UK) Limited and VB Leaseco.

665. Aircraft Lease Transaction and Amendment Deed dated 18 September 2012 among Avolon Aerospace UK 1 Limited, VB Leaseco and OAS Aviation (UK) Limited.

666. Lease Extension and Amendment Agreement dated 27 June 2017 between OAS Aviation (UK) Limited and VB Leaseco.

667. Aircraft Sublease Agreement dated 8 June 2011 between VB Leaseco and VAA.

668. Guarantee dated 18 September 2012 between OAS Aviation (UK) Limited and VAA.

669. Guarantee Confirmation dated 27 June 2017 between OAS Aviation (UK) Limited and VAA.

670. Airframe Warranty Agreement dated 18 September 2012 entered into among Avolon Aerospace AOE 16 Limited, OAS Aviation (UK) Limited, VAA, VB Leaseco and Boeing.

671. Engine Warranty Assignment Agreement dated 18 September 2012 entered into among OAS Aviation (UK) Limited, VB Leaseco, VAA and Avolon Aerospace AOE 16 Limited.

672. Boeing Consent and Agreement dated 18 September 2012 entered into among CFM International, Inc., OAS Aviation (UK) Limited, Avolon Aerospace AOE 16 Limited, VAA and VB Leaseco.

673. Notice of Lease Security Assignment to VB Leaseco and VAA dated 27 September 2012 from OAS Aviation (UK) Limited, Chishima Real Estate Co., Ltd. to VB Leaseco and VAA.

674. Acknowledgement dated 27 September 2012 from VB Leaseco and VAA to Chishima Real Estate Co., Ltd. and OAS Aviation (UK) Limited.

675. Security Assignment dated 18 September 2012 between VB Leaseco and OAS Aviation (UK) Limited.

676. Notice of Lease Security Assignment to Sublessee dated 18 September 2012 from VB Leaseco and OAS Aviation (UK) Limited to VAA.

677. Sublessee Deregistration Power of Attorney dated 18 September 2012 to OAS Aviation (UK) Limited.

678. Lessee Deregistration Power of Attorney dated 18 September 2012 to OAS Aviation (UK) Limited.

679. Assignment of Insurances dated 18 September 2012 between VAA and OAS Aviation (UK) Limited.

680. Subordination Agreement dated 18 September 2012 from VAA to OAS Aviation (UK) Limited.

681. Notice and Acknowledgement in relation to Security Assignment dated 27 September 2012 between Chishima Real Estate Co., Ltd. and OAS Aviation (UK) Limited.

682. Letter of Quiet Enjoyment Undertaking dated 27 September 2012 from Chishima Real Estate Co., Ltd. to VB Leaseco.

#### **MSN 41013**

683. Lease Agreement dated 13 December 2019 between CIT Aerospace LLC as lessor and VAA as lessee

684. Assignment of Insurances dated 17 December 2019 between VAA as assignor and CIT Aerospace LLC as assignee

685. Guarantee dated 13 December 2019 between VAA as guarantor and CIT Aerospace LLC

686. Airframe Warranties Agreement (post-delivery sale with lease) dated 17 December 2019 between Short Haul 2017 No.1 Pty Ltd, CIT Aerospace LLC, VAA and The Boeing Company

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687. Engine Warranties Initial Notice in respect of ESN 038166 dated 17 December 2019 between CIT Aerospace LLC, VAA and CFM International, Inc

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688. Engine Warranties Initial Notice in respect of ESN 038195 dated 17 December 2019 between CIT Aerospace LLC, VAA and CFM International, Inc

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689. Deregistration Power of Attorney dated 17 December 2019 from VAA

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**MSN 41016**

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690. Lease Agreement dated 13 December 2019 between CIT Aerospace LLC as lessor and VAA as lessee

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691. Assignment of Insurances dated 17 December 2019 between VAA as assignor and CIT Aerospace LLC as assignee

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692. Guarantee dated 13 December 2019 between VAA as guarantor and CIT Aerospace LLC

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693. Airframe Warranties Agreement (post-delivery sale with lease) dated 17 December 2019 between Short Haul 2017 No.1 Pty Ltd, CIT Aerospace LLC, VAA and The Boeing Company

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694. Engine Warranties Initial Notice in respect of ESN 038416 dated 17 December 2019 between CIT Aerospace LLC, VAA and CFM International, Inc

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695. Engine Warranties Initial Notice in respect of ESN 038424 dated 17 December 2019 between CIT Aerospace LLC, VAA and CFM International, Inc

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696. Deregistration Power of Attorney dated 17 December 2019 from VAA

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**ESN 907315**

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697. General Terms Agreement No. 01-383144177 between General Electric Company, GE Engine Services Distribution, LLC,, VAA, VB LeaseCo and VAIA dated 19 March 2008 as amended from time to time.

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698. Letter Agreement No.1 to General Terms Agreement No. 01-383144177 between General Electric Company, GE Engine Services Distribution, LLC, VAA and VAIA dated 19 March 2008 as amended from time to time.

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699. Amendment Number 1 to Letter Agreement No.1 to General Terms Agreement No. 01-383144177 between General Electric Company, GE Engine Services Distribution, LLC, VAIA and VAA dated 18 July 2012.

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700. Engine Lease Agreement between VB LeaseCo as lessee, VAH as guarantor, VAIA as initial sublessee, NAS Investments 76, Inc as lessor and owner dated 10 April 2013.

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**MSN 1922**

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701. Aircraft Operating Lease Agreement between VARA and Bank of America, N.A. dated 27 June 2019.

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702. Lease Transaction and Amendment Deed between VARA, MSN 1922 Pte. Ltd. and Bank of America, N.A. dated 27 June 2019.

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703. Assignment of Insurances between VARA and Bank of America, N.A. dated 27 June 2019.

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704. Deregistration Power of Attorney between VARA and Bank of America, N.A. dated 27 June 2019.

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**MSN 2906**

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705. Aircraft Lease Agreement dated 28 September 2007 as amended, novated and supplemented from time to time now between UMB Bank, National Association not in its individual capacity but solely as owner trustee and VARA

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706. Amendment No. 1 between Wells Fargo Trust Company, National Association not in its individual capacity but solely as owner trustee and Tiger Airways dated 14 September 2012

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707. Amending Deed between Wells Fargo Trust Company, National Association not in its individual capacity but solely as owner trustee, Tiger Airways, VARA and Tiger Airways Singapore Pte. Ltd. dated 4 February 2015

---

708. Amendment No. 3 between Wells Fargo Trust Company, National Association not in its individual capacity but solely as owner trustee, Macquarie Aircraft Leasing Limited and Tiger Airways dated 24 September 2018

---

709. Novation Deed between Wells Fargo Trust Company, National Association not in its individual capacity but solely as owner trustee, Tiger Airways, VARA and VAA dated 23 March 2019

---

710. Aircraft Lease Novation and Amendment Agreement between Wells Fargo Trust Company, National Association not in its individual capacity but solely as owner trustee, VARA, UMB Bank, National Association not in its individual capacity but solely as owner trustee and Macquarie Aircraft Leasing Limited dated 12 November 2019

---

711. Guarantee and Indemnity between VAA and UMB Bank, National Association not in its individual capacity but solely as owner trustee dated 12 November 2019

---

**MSN 2952**

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712. Aircraft Lease Agreement between BBAM Aircraft Holdings 115 S.A.R.L and VARA dated 20 November 2018.

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713. Redelivery Agreement between BBAM Aircraft Holdings 115 S.A.R.L, Scoot Tigerair Pte. Ltd., Tiger Airways and VARA dated 20 November 2018.

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714. Interim Operator Agreement between Tiger Airways and VARA dated 21 November 2018.

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715. Subordination Acknowledgment between Tiger Airways, VARA and BBAM Aircraft Holdings 115 S.A.R.L dated 21 November 2018.

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716. Guarantee by VAH in favour of BBAM Aircraft Holdings 115 S.A.R.L dated 21 November 2018.

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717. Deed of Confirmation of Guarantee, Indemnity and Undertaking between VAH, Tiger Airways, Tiger Airways Holdings Pte. Ltd and Scoot Tigerair Pte. Ltd. dated 21 November 2018.

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718. Deed of Guarantee, Indemnity and Undertaking between VAH, Tiger Airways, Tiger Airways Holdings Pte. Ltd and Scoot Tigerair Pte. Ltd. dated 5 February 2015.

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719. Owner Quiet Enjoyment Letter to VARA from Wilmington Trust SP Services (Dublin) Limited, not in its individual capacity but solely as trustee of the Aircraft MSN 2952 (Ireland) Trust and as trustee for the beneficiary of that Trust dated 21 November 2018.

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720. Deregistration Power of Attorney made by VARA dated 21 November 2018.

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**MSN 2982**

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721. Aircraft Lease Agreement dated 26 October 2006 as amended, novated and supplemented from time to time now between Melbourne Aircraft Leasing (UK) Limited and VARA

---

722. Aircraft Lease Novation, Termination and Amendment Agreement between RBS Aerospace Limited, RBS-CBFM Netherlands B.V., Tiger Airways Singapore Pte. Ltd., Mitsubishi UFJ Lease & Finance Company Limited and Tiger Airways dated 30 June 2011

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723. Amending Deed between Mitsubishi UFJ Lease & Finance Company Limited, Tiger Airways and Tiger Airways Holdings Limited dated 19 December 2014

---

724. Aircraft Lease Novation and Amendment Deed between Mitsubishi UFJ Lease & Finance Company Limited, Melbourne Aircraft Leasing (UK) Limited and Tiger Airways dated 30 November 2016

---

725. Lease Amendment Agreement between Melbourne Aircraft Leasing (UK) Limited and Tiger Airways dated 29 March 2018

---

726. Aircraft Lease Novation and Amendment Deed between Melbourne Aircraft Leasing (UK) Limited, Tiger Airways and VARA dated 7 April 2018

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727. CP Deferral Side Letter between Melbourne Aircraft Leasing (UK) Limited, Tiger Airways and VARA dated 7 April 2018

---

728. Maintenance Payments Balance Notice between Melbourne Aircraft Leasing (UK) Limited and Tiger Airways dated on or about 7 April 2018

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729. Interim Operator Agreement between Tiger Airways and VARA dated 7 April 2018

---

730. Lessee Guarantee between VAA and Melbourne Aircraft Leasing (UK) Limited dated 7 April 2018

---

731. PPSA Letter from VARA to Platypus Aircraft Leasing (Ireland) Limited, Melbourne Aircraft Leasing (UK) Limited and Aircastle Advisor LLC dated 7 April 2018

---

732. Owner Quiet Enjoyment Letter from Platypus Aircraft Leasing (Ireland) Limited to VARA dated 7 April 2018

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733. Deregistration Power of Attorney granted by VARA dated 7 April 2018

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**MSN 3332**

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734. Aircraft Operating Lease Agreement dated 16 October 2007 as amended, novated and supplemented from time to time now between Pembroke Aircraft Leasing (UK) Limited and VARA

---

735. Aircraft Lease Agreement Side Letter Amendment Agreement Amendment No 1 between SMBC Aviation Capital Australia Leasing Pty Limited (formerly RBS Australia Leasing Pty Ltd), and Tiger Airways dated 11 February 2009

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736. Aircraft Lease Novation and Amendment Agreement between SMBC Aviation Capital Australia Leasing Pty Limited (formerly RBS Australia Leasing Pty Ltd), Pembroke Aircraft Leasing (UK) Limited and Tiger Airways dated 28 November 2012

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737. Amending Deed between Pembroke Aircraft Leasing (UK) Limited, Tiger Airways and Tiger Airways Holdings Limited dated 29 July 2015

---

738. Deed of Amendment and Novation between Pembroke Aircraft Leasing (UK) Limited, Tiger Airways, VARA and VAH dated 18 June 2019

---

739. Lessee Guarantee between VAH and Pembroke Aircraft Leasing (UK) Limited dated 21 November 2019

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740. Airframe Warranties Agreement Initial Notice between Pembroke Aircraft Leasing (UK) Limited, VARA and Airbus S.A.S. dated 21 November 2019

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741. Engine Sublease Agreement (V12698) between VARA and Tiger Airways dated 21 November 2019

---

742. Division 83 Agreement between Pembroke Aircraft Leasing (UK) Limited and VARA dated 21 November 2019

---

743. Deregistration Power of Attorney granted by VARA dated 21 November 2019

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HERBERT  
SMITH  
FREEHILLS

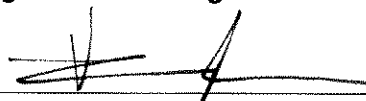
## Signing page

Executed as a deed

---


### Administrator

Signed sealed and delivered by  
**Vaughan Strawbridge**

sign here ► 

print name Vaughan Strawbridge

in the presence of

sign here ►   
Witness

print name Jillian Robertson

---

### Administrator

Signed sealed and delivered by  
**Salvatore Algeri**

sign here ► \_\_\_\_\_

print name \_\_\_\_\_

in the presence of

sign here ► \_\_\_\_\_  
Witness

print name \_\_\_\_\_



HERBERT  
SMITH  
FREEHILLS

## Signing page

Executed as a deed

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### Administrator

Signed sealed and delivered by  
**Vaughan Strawbridge**

sign here ► \_\_\_\_\_

print name \_\_\_\_\_

in the presence of

sign here ► \_\_\_\_\_  
Witness

print name \_\_\_\_\_

---

### Administrator

Signed sealed and delivered by  
**Salvatore Algeri**

sign here ► \_\_\_\_\_

print name Salvatore Algeri \_\_\_\_\_

in the presence of

sign here ► \_\_\_\_\_  
Witness

print name Georgina Whiting \_\_\_\_\_

---



HERBERT  
SMITH  
FREEHILLS

**Administrator**

Signed sealed and delivered by  
**John Greig**

sign here ►

print name

JOHN GREIG

in the presence of

sign here ►

Witness

print name

Anna Joy Trevor

---

**Administrator**

Signed sealed and delivered by  
**Richard Hughes**

sign here ►

print name

in the presence of

sign here ►

Witness

print name



HERBERT  
SMITH  
FREEHILLS

**Administrator**

Signed sealed and delivered by  
**John Greig**

sign here ► \_\_\_\_\_

print name \_\_\_\_\_

in the presence of

sign here ► \_\_\_\_\_

Witness

print name \_\_\_\_\_

---

**Administrator**

Signed sealed and delivered by  
**Richard Hughes**

sign here ► Richard Hughes

print name RICHARD HUGHES

in the presence of

sign here ► Susanna Olga Hart

Witness

print name Susanna Olga HART





## **Deed Companies**

Signed sealed and delivered for and on behalf of each of the following companies:

**Virgin Australia Holdings Limited (Administrators Appointed)**  
**Virgin Australia Airlines Holdings Pty Ltd (Administrators Appointed)**  
**VAH Newco No.1 Pty Ltd (Administrators Appointed)**  
**Tiger Airways Australia Pty Limited (Administrators Appointed)**  
**Virgin Australia Airlines Pty Ltd (Administrators Appointed)**  
**Virgin Tech Pty Ltd (Administrators Appointed)**  
**A.C.N. 098 904 262 Pty Ltd (Administrators Appointed)**  
**Virgin Australia Regional Airlines Pty Ltd (Administrators Appointed)**  
**Virgin Australia Holidays Pty Ltd (Administrators Appointed)**  
**VB Ventures Pty Ltd (Administrators Appointed)**  
**Virgin Australia Cargo Pty Ltd (Administrators Appointed)**  
**VB Leaseco Pty Ltd (Administrators Appointed)**  
**VB Investco Pty Ltd (Administrators Appointed) (In Liquidation)**  
**VAH Newco No.2 Pty Ltd (Administrators Appointed) (In Liquidation)**  
**Virgin Australia International Operations Pty Ltd (Administrators Appointed)**  
**VBNC5 Pty Ltd (Administrators Appointed)**  
**Short Haul 2017 No. 1 Pty Ltd (Administrators Appointed)**  
**VB PDP 2010-11 Pty Ltd (Administrators Appointed)**  
**VB LH 2008 No. 1 Pty Ltd (Administrators Appointed)**  
**VB LH 2008 No. 2 Pty Ltd (Administrators**



**Appointed)**

**737 2012 No.1 Pty. Ltd. (Administrators Appointed)**

**737 2012 No. 2 Pty Ltd (Administrators Appointed)**

**VA Regional Leaseco Pty Ltd (Administrators Appointed)**

**VA Hold Co Pty Ltd (Administrators Appointed)**

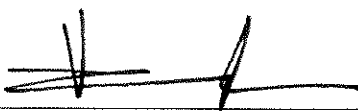
**Virgin Australia 2013-1 Issuer Co Pty Ltd  
(Administrators Appointed)**

**VA Lease Co Pty Ltd (Administrators Appointed)**

**Short Haul 2016 No. 1 Pty Ltd (Administrators Appointed)**


**Short Haul 2016 No. 2 Pty Ltd (Administrators Appointed)**

by their joint and several administrator:

sign here ►   
Administrator

print name Vaughan Strawbridge

in the presence of

sign here ►   
Witness

print name Jillian Robertson



HERBERT  
SMITH  
FREEHILLS

### Deed Proponent

Signed sealed and delivered by

**BC Hart Aggregator, L.P.**

By: BC Hart Investors, LLC

its general partner

By: Bain Capital Asia Fund IV, L.P.

its manager

By: Bain Capital Investors Asia IV,  
LLC

its general partner

By: Bain Capital Investors, LLC

its manager



sign here ▶

Authorised signatory

sign here ▶

Witness

print name Ryan Cotton

print name