

Australian Securities &
Investments Commission



Form CF06
Corporations Act 2001

Deeds of cross-guarantee and related documents - Class Order 98/1418

Attach the documents indicated below to this form.

Document details Indicate in the appropriate box the type of document(s) included with this form.	Type of document	ASIC use only (Form code)
<input type="checkbox"/>	Deed of cross-guarantee - (Pro forma 24)	351
<input checked="" type="checkbox"/>	Assumption deed relating to class order - (Pro forma 27)	352
<input type="checkbox"/>	Notice of disposal relating to class order - (Pro forma 25)	353
<input type="checkbox"/>	Revocation deed - (Pro forma 26)	355

Ultimate holding company details

Company/entity name
VIRGIN AUSTRALIA HOLDINGS LTD

ACN/ABN/ARBN
100 686 226

Lodgement details

Who should ASIC contact if there is a query about this form?

Firm/Organisation
VIRGIN AUSTRALIA

Contact name/position description
PETER TISDALL

ASIC registered agent number (if applicable)
[]

Company/entity name
ACN 098 904 262 PTY LTD

ACN/ABN/ARBN (if applicable)
098 904 262

Telephone number
07 3087 0683

Postal or DX address
PO BOX 1034
SPRING HILL QLD 4004

Email address (optional)
[]

Total number of pages including this cover sheet
12



Signature

I certify that the information in this form is true and complete.

Name

ADAM THATCHER

Capacity

COMPANY SECRETARY

Entity name (if acting as an agent)

Signature



Date signed

04, 06, 13
(D) (D) (M) (M) (Y) (Y)

Lodgement

Send completed and signed forms to:
Australian Securities and Investments Commission,
PO Box 4000, Gippsland Mail Centre VIC 3841.

For more information

Web www.asic.gov.au
Need help? www.asic.gov.au/question
Telephone 1300 300 630

Australian Securities &
Investments Commission



Form CF06
Corporations Act 2001

Guide: Deeds of cross-guarantee and related documents - Class Order 98/1418

This guide does not form part of the form. It is included by ASIC to assist you in completing and lodging the Form CF06.

Use of this form

The use of this form is optional. It has been prepared by ASIC to assist industry with the lodgement process by highlighting information required by ASIC to make a more rapid assessment.

Lodgement fee

ASIC form code	Fee per application	ASIC form code	Fee per application
351	\$36	353	Nil
352	\$36	355	Nil

Documents to be attached to this form

All documents indicated on the form should be attached.

When preparing the documents accompanying this form please strongly consider whether details addressing the following factors should be included:

Deed of cross-guarantee/Assumption deed

Condition	Yes	No	Comments
• Is the Deed exactly in the form of the relevant pro forma (ie PF24 for deeds of cross-guarantee and PF27 for assumption deeds) except for the company names and date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• Is the following required documentation and the relevant fee ready to be lodged together: Deed Certification by a legal practitioner with a current practising certificate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• Will the deed be lodged before the end of the year for which relief is to first apply?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraph (f) of Class Order 98/1418.
• Are all company ACNs correct in the relevant documents (deed schedule and solvency statements)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• Are all companies that are intending to rely on the class order eligible for relief? (For example, companies under external administration or companies owned by companies under external administration are not eligible for relief)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraphs (a) to (d) of Class Order 98/1418
• Has the deed been correctly executed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• If the trustee is a group entity, is there an alternative trustee?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer clause 7.1 of PF 24.
• Are all wholly-owned entities within the closed group included in the deed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraphs 9 to 11 of Editorial Note to PF 24.
• Has a director of each company seeking relief signed the solvency statement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraph (o)(i) of Class Order 98/1418.
• Is the certification by a legal practitioner complete?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer to definition of "certificate" in Class Order 98/1418.



Revocation deed

Condition	Yes	No	Comments
• Is the deed substantially in the form of PF26, (except for company names and the date)?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are all company ACNs correct?	<input type="checkbox"/>	<input type="checkbox"/>	
• Has the deed been correctly executed? <ul style="list-style-type: none"> • Has it been executed by every party to the Deed of Cross Guarantee (ie trustee, group entities and related entities)? • Has the company seal been fixed to the document and fixing of the seal witnessed by 2 directors or 1 director and the secretary who have signed the document? 	<input type="checkbox"/>	<input type="checkbox"/>	
• If the deed is releasing the Trustee and other group entities, have 2 deeds been executed (ie one with the trustee releasing all group entities and one with the alternative trustee releasing the trustee entity (in this second deed the word "Trustee" must have been replaced with "Alternative Trustee"))	<input type="checkbox"/>	<input type="checkbox"/>	N/A <input type="checkbox"/>

Notice of disposal

Condition	Yes	No	Comments
• Is the notice of disposal substantially in the form of PF25, (except for company names and the date)?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are all company ACNs correct?	<input type="checkbox"/>	<input type="checkbox"/>	
• Has the notice of disposal been correctly executed? Has it been signed by a director or secretary of the holding company?	<input type="checkbox"/>	<input type="checkbox"/>	
• If the disposal is the result of a sale, is a certificate by the directors attached, certifying that the disposal is a bona fide sale and that the consideration for the sale is fair and reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	

Lodgement

Send completed and signed forms to:
 Australian Securities and Investments Commission,
 PO Box 4000, Gippsland Mail Centre VIC 3841.

For more information

Web www.asic.gov.au
 Need help? www.asic.gov.au/question
 Telephone 1300 300 630

LAWYER'S CERTIFICATE
pursuant to Deed of Assumption and ASIC Class Order 98/1418

TO: Virgin Australia Holdings Ltd ACN 100 686 226
("Holding Entity" and "Trustee")

AND TO: Virgin Australia Airlines Holdings Pty Ltd ACN 093 924 675
("Alternative Trustee")

AND TO: A.C.N 098 904 262 Pty Ltd ACN 098 904 262
("The Entity")

AND TO: Australian Securities and Investments Commission

I, Nicole Alder of c/- Virgin Australia Airlines Pty Ltd, 56 Edmondstone Road, Bowen Hills, Brisbane in the State of Queensland, state as follows:

1. I am a solicitor and I hold a current practising certificate.
2. This Certificate is given in relation to the Deed of Assumption ("Deed") between the Holding Entity, Trustee, Alternative Trustee and the Entities dated 4 June 2013.
3. The Deed is in exactly the same terms as ASIC Pro Forma 27 except for the following:
 - (a) all instructions for the inclusion of specified information have been replaced by that information in a complete and accurate manner and any consequential changes of a minor or editorial nature that are necessary for the effective operation of the deed have been made;
 - (b) execution clauses have been added as required in order to facilitate the proper execution of the deed;
 - (c) the date has been completed;
 - (d) the headnote, the headings before the headnote and any editorial notes have been omitted.
4. The Deed appears to be signed in accordance with subsection 127(1) of the Act and I do not know and have no reason to suspect that the Deed has not been duly executed by the company.

This Certificate is dated the 4th day of June, 2013.

Signed:

Nicole Alder

Lodging Party: Peter Tisdall
Address: Po Box 1034
Spring Hill Qld 4004
Telephone: (07) 3087 0683
Facsimile: (07) 3295 3996

Assumption deed

ASSUMPTION DEED made 4 June 2013.

BETWEEN:

- (1) Virgin Australia Holdings Limited ACN 100 686 226 of 56 Edmondstone Road Bowen Hills Qld 4006 (the "Holding Entity");
- (2) Virgin Australia Holdings Limited ACN 100 686 226 of 56 Edmondstone Road Bowen Hills Qld 4006 (the "Trustee");
- (3) A.C.N 098 904 262 Pty Ltd ACN 098 904 262 of 94-96 Welshpool Road, Welshpool WA 6106 (the "Entity").

RECITALS:

- (a) The Entity wishes to be joined as a party to the Deed of Cross Guarantee.
- (b) This Deed is an Assumption Deed as defined in the Deed of Cross Guarantee.

This Deed witnesses as follows:

1 Interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

- (1) "Act" means the *Corporations Act 2001*;
- (2) "Alternative Trustee" means the company (if any) holding office as alternative trustee under the Deed of Cross Guarantee at the date of this Deed;
- (3) "ASIC" means the Australian Securities and Investments Commission;
- (4) "Certificate" in relation an Assumption Deed, means one or more certificates in writing addressed to the Entity, each Group Entity covered by the Deed of Cross Guarantee, the Trustee and any Alternative Trustee and to ASIC which together include statements to the following effect:
 - (a) that the Deed:
 - (i) is in exactly the same terms as ASIC Pro Forma 27 except for the following:

- (A) all instructions for the inclusion of specified information have been replaced by that information in a complete and accurate manner and any consequential changes of a minor or editorial nature that are necessary for the effective operation of the deed have been made;
 - (B) execution clauses have been added, deleted, modified or varied as required in order to facilitate the proper execution of the deed;
 - (C) the date has been completed;
 - (D) the headnote, the headings before the headnote and any editorial notes have been omitted;
 - (E) in the case where the Deed covers more than one Entity — such variations as are necessary to enable the additional entities to be covered;
 - (F) in the case where the Deed covers making the trustee of the Deed of Cross Guarantee to which the Assumption Deed relates a member of the Closed Group — such variations as are necessary to enable the Assumption Deed to have that effect;
- (b) that, in relation to the execution of the Deed by each party to it that is a company, either:
- (i) the Deed appears to be signed in accordance with subsection 127(1) of the Act; or
 - (ii) the company's common seal appears to have been fixed to the Deed, and the fixing of the seal appears to have been witnessed, in accordance with subsection 127(2) of the Act;

and the provider of the certificate does not know and has no reason to suspect that the

Deed has not been duly executed by the company;

- (ba) that the provider of the certificate, after having made such inquiries as were reasonable in the circumstances, is of the opinion that the Deed has been duly executed by each party to it that is not a company;

where:

- (c) the certificates referred to in paragraphs (a), (b) and (ba) are given by a lawyer who holds a practising certificate;
- (5) "Class Orders" means ASIC Class Order [CO 98/1418] and Australian Securities Commission Class Orders [CO 91/996], [CO 92/770], [CO 93/1370], [CO 94/1862] and [CO 95/1530];
- (6) "Deed of Cross Guarantee" means the Deed of Cross Guarantee dated 18 June 2007 entered into between the Group Entities (including the Holding Entity) and the Trustee pursuant to the Class Orders which has been varied by Assumption Deed dated 14 November 2012 and by Revocation Deed dated 28 March 2012;
- (7) "Group Entity" has the same meaning as the term "Group Entity" or "Group Company" (as applicable) in the Deed of Cross Guarantee;
- (8) "Holding Entity" has the same meaning as the term "Holding Entity" or "Holding Company" in the Deed of Cross Guarantee;
- (9) "lawyer" has the same meaning as in section 9 of the Act;
- (10) "Trustee" means the company holding office as trustee under the Deed of Cross Guarantee at the date of this Deed; and
- (11) if the Entity comprises two or more entities, this Deed is deemed to have separate operation in respect of each of them.

1.2 Headings

Headings and subheadings in this Deed are for convenience of reference only, and are to be ignored in the interpretation of this Deed.

2 Operation of Deed

This Deed is of no effect until the Holding Entity lodges an original of this Deed with ASIC together with an original of a

Certificate relating to this Deed.

3 Assumption

On satisfaction of the condition specified in clause 2:

- (i) the Entity is joined to the Deed of Cross Guarantee; and
- (ii) the Entity assumes liability under and agrees to be bound by the Deed of Cross Guarantee as if the Entity had on the date of the Deed of Cross Guarantee executed the Deed of Cross Guarantee as a Group Entity.

4 Consent

The Holding Entity, on behalf of itself and all other Group Entities, and the Trustee consent to the joinder of the Entity to the Deed of Cross Guarantee.

5 Law and Jurisdiction

5.1 Governing Law

This deed is governed by the law of and applicable to Queensland.

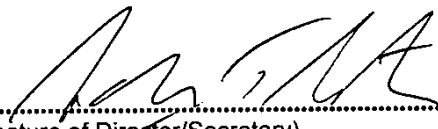
5.2 Submission to jurisdiction

The parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and any courts which hear appeals from those courts in respect of any proceedings in connection with this Deed.

EXECUTED AS A DEED

EXECUTED BY THE HOLDING ENTITY:

EXECUTED by **Virgin Australia Holdings Ltd**)
ACN 100 686 226 in accordance with section 127(1))
of the *Corporations Act 2001* by:)



.....
(Signature of Director/Secretary)

Name: Adam Thatcher

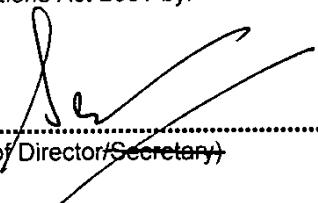


.....
(Signature of Director)

Name: John Borghetti

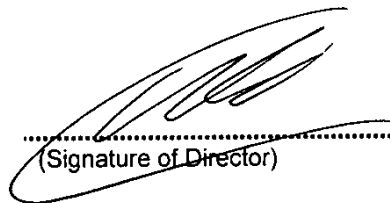
EXECUTED BY THE ENTITY:

EXECUTED by **A.C.N 098 904 262 Pty Ltd** ACN)
098 904 262 in accordance with section 127(1) of)
the *Corporations Act 2001* by:)



.....
(Signature of Director/Secretary)

Name: Sankar Narayan

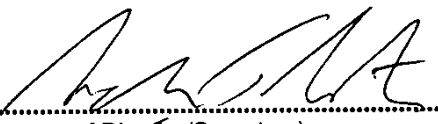


.....
(Signature of Director)

Name: John Borghetti

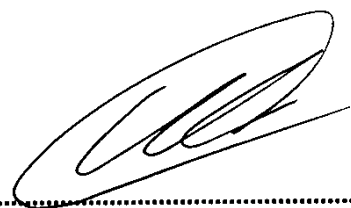
EXECUTED BY THE TRUSTEE:

EXECUTED by **Virgin Australia Holdings Ltd**)
ACN 100 686 226 in accordance with section 127(1))
of the *Corporations Act 2001* by:)



.....
(Signature of Director/Secretary)

Name: Adam Thatcher



.....
(Signature of Director)

Name: John Borghetti

Australian Securities &
Investments Commission

NRK

Form CF06
Corporations Act 2001

Deeds of cross-guarantee and related documents - Class Order 98/1418

Attach the documents indicated below to this form.

Document details	Type of document	ASIC use only (Form code)
Indicate in the appropriate box the type of document(s) included with this form.	<input type="checkbox"/> Deed of cross-guarantee - (Pro forma 24)	351
	<input checked="" type="checkbox"/> Assumption deed relating to class order - (Pro forma 27)	352
	<input type="checkbox"/> Notice of disposal relating to class order - (Pro forma 25)	353
	<input type="checkbox"/> Revocation deed - (Pro forma 26)	355

Ultimate holding company details

Company/entity name
VIRGIN AUSTRALIA HOLDINGS LTD

ACN/ABN/ARBN
100 686 226

Lodgement details

Who should ASIC contact if there is a query about this form?

Firm/organisation
VIRGIN AUSTRALIA

Contact name/position description
PETER TISDALL

ASIC registered agent number (if applicable)

Company/entity name
VIRGIN AUSTRALIA REGIONAL AIRLINES PTY LTD

ACN/ABN/ARBN (if applicable)
008 997 662

Telephone number
07 3087 0683

Postal or DX address
PO BOX 1034
SPRING HILL QLD 4004

Email address (optional)

Total number of pages including this cover sheet
12



Signature

I certify that the information in this form is true and complete.

Name

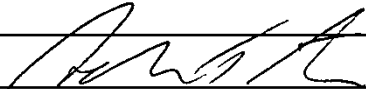
ADAM THATCHER

Capacity

COMPANY SECRETARY

Entity name (if acting as an agent)

Signature



Date signed

04/06/13

[D] [D] [M] [M] [Y] [Y]

Lodgement

Send completed and signed forms to:
Australian Securities and Investments Commission,
PO Box 4000, Gippsland Mail Centre VIC 3841.

For more information

Web www.asic.gov.au
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Telephone 1300 300 630

**Australian Securities &
Investments Commission**



Form CF06
Corporations Act 2001

Guide: Deeds of cross-guarantee and related documents - Class Order 98/1418

This guide does not form part of the form. It is included by ASIC to assist you in completing and lodging the Form CF06.

Use of this form

The use of this form is optional. It has been prepared by ASIC to assist industry with the lodgement process by highlighting information required by ASIC to make a more rapid assessment.

Lodgement fee

ASIC form code	Fee per application	ASIC form code	Fee per application
351	\$36	353	Nil
352	\$36	355	Nil

Documents to be attached to this form

All documents indicated on the form should be attached.

When preparing the documents accompanying this form please strongly consider whether details addressing the following factors should be included:

Deed of cross-guarantee/Assumption deed

Condition	Yes	No	Comments
• Is the Deed exactly in the form of the relevant pro forma (ie PF24 for deeds of cross-guarantee and PF27 for assumption deeds) except for the company names and date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• Is the following required documentation and the relevant fee ready to be lodged together: Deed Certification by a legal practitioner with a current practising certificate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• Will the deed be lodged before the end of the year for which relief is to first apply?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraph (l) of Class Order 98/1418.
• Are all company ACNs correct in the relevant documents (deed schedule and solvency statements)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• Are all companies that are intending to rely on the class order eligible for relief? (For example, companies under external administration or companies owned by companies under external administration are not eligible for relief)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraphs (a) to (d) of Class Order 98/1418
• Has the deed been correctly executed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• If the trustee is a group entity, is there an alternative trustee?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer clause 7.1 of PF 24.
• Are all wholly-owned entities within the closed group included in the deed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraphs 9 to 11 of Editorial Note to PF 24.
• Has a director of each company seeking relief signed the solvency statement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraph (o)(i) of Class Order 98/1418.
• Is the certification by a legal practitioner complete?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer to definition of "certificate" in Class Order 98/1418.



Revocation deed

Condition	Yes	No	Comments
• Is the deed substantially in the form of PF26, (except for company names and the date)?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are all company ACNs correct?	<input type="checkbox"/>	<input type="checkbox"/>	
• Has the deed been correctly executed? <ul style="list-style-type: none"> • Has it been executed by every party to the Deed of Cross Guarantee (ie trustee, group entities and related entities)? • Has the company seal been fixed to the document and fixing of the seal witnessed by 2 directors or 1 director and the secretary who have signed the document? 	<input type="checkbox"/>	<input type="checkbox"/>	
• If the deed is releasing the Trustee and other group entities, have 2 deeds been executed (ie one with the trustee releasing all group entities and one with the alternative trustee releasing the trustee entity [in this second deed the word "Trustee" must have been replaced with "Alternative Trustee"])	<input type="checkbox"/>	<input type="checkbox"/>	N/A <input type="checkbox"/>

Notice of disposal

Condition	Yes	No	Comments
• Is the notice of disposal substantially in the form of PF25, (except for company names and the date)?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are all company ACNs correct?	<input type="checkbox"/>	<input type="checkbox"/>	
• Has the notice of disposal been correctly executed? Has it been signed by a director or secretary of the holding company?	<input type="checkbox"/>	<input type="checkbox"/>	
• If the disposal is the result of a sale, is a certificate by the directors attached, certifying that the disposal is a bona fide sale and that the consideration for the sale is fair and reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	

Lodgement

Send completed and signed forms to:
 Australian Securities and Investments Commission,
 PO Box 4000, Gippsland Mail Centre VIC 3841.

For more information

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 Need help? www.asic.gov.au/question
 Telephone 1300 300 630

LAWYER'S CERTIFICATE
pursuant to Deed of Assumption and ASIC Class Order 98/1418

TO: Virgin Australia Holdings Ltd ACN 100 686 226
("Holding Entity" and "Trustee")

AND TO: Virgin Australia Airlines Holdings Pty Ltd ACN 093 924 675
("Alternative Trustee")

AND TO: Virgin Australia Regional Airlines Pty Ltd ACN 008 997 662
("The Entity")

AND TO: Australian Securities and Investments Commission

I, Nicole Alder of c/- Virgin Australia Airlines Pty Ltd, 56 Edmondstone Road, Bowen Hills, Brisbane in the State of Queensland, state as follows:

1. I am a solicitor and I hold a current practising certificate.
2. This Certificate is given in relation to the Deed of Assumption ("Deed") between the Holding Entity, Trustee, Alternative Trustee and the Entities dated 4 June 2013.
3. The Deed is in exactly the same terms as ASIC Pro Forma 27 except for the following:
 - (a) all instructions for the inclusion of specified information have been replaced by that information in a complete and accurate manner and any consequential changes of a minor or editorial nature that are necessary for the effective operation of the deed have been made;
 - (b) execution clauses have been added as required in order to facilitate the proper execution of the deed;
 - (c) the date has been completed;
 - (d) the headnote, the headings before the headnote and any editorial notes have been omitted.
4. The Deed appears to be signed in accordance with subsection 127(1) of the Act and I do not know and have no reason to suspect that the Deed has not been duly executed by the company.

This Certificate is dated the 4th day of June, 2013.

Signed:

nicole alder

Lodging Party: Peter Tisdall
Address: Po Box 1034
Spring Hill Qld 4004
Telephone: (07) 3087 0683
Facsimile: (07) 3295 3996

Assumption deed

ASSUMPTION DEED made 4 June 2013.

BETWEEN:

- (1) Virgin Australia Holdings Limited ACN 100 686 226 of 56 Edmondstone Road Bowen Hills Qld 4006 (the "Holding Entity");
- (2) Virgin Australia Holdings Limited ACN 100 686 226 of 56 Edmondstone Road Bowen Hills Qld 4006 (the "Trustee");
- (3) Virgin Australia Regional Airlines Pty Ltd ACN 008 997 662 of 94-96 Welshpool Road, Welshpool WA 6106 (the "Entity").

RECITALS:

- (a) The Entity wishes to be joined as a party to the Deed of Cross Guarantee.
- (b) This Deed is an Assumption Deed as defined in the Deed of Cross Guarantee.

This Deed witnesses as follows:

1 Interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

- (1) "Act" means the *Corporations Act 2001*;
- (2) "Alternative Trustee" means the company (if any) holding office as alternative trustee under the Deed of Cross Guarantee at the date of this Deed;
- (3) "ASIC" means the Australian Securities and Investments Commission;
- (4) "Certificate" in relation an Assumption Deed, means one or more certificates in writing addressed to the Entity, each Group Entity covered by the Deed of Cross Guarantee, the Trustee and any Alternative Trustee and to ASIC which together include statements to the following effect:
 - (a) that the Deed:
 - (i) is in exactly the same terms as ASIC Pro Forma 27 except for the following:

- (A) all instructions for the inclusion of specified information have been replaced by that information in a complete and accurate manner and any consequential changes of a minor or editorial nature that are necessary for the effective operation of the deed have been made;
 - (B) execution clauses have been added, deleted, modified or varied as required in order to facilitate the proper execution of the deed;
 - (C) the date has been completed;
 - (D) the headnote, the headings before the headnote and any editorial notes have been omitted;
 - (E) in the case where the Deed covers more than one Entity — such variations as are necessary to enable the additional entities to be covered;
 - (F) in the case where the Deed covers making the trustee of the Deed of Cross Guarantee to which the Assumption Deed relates a member of the Closed Group — such variations as are necessary to enable the Assumption Deed to have that effect;
- (b) that, in relation to the execution of the Deed by each party to it that is a company, either:
- (i) the Deed appears to be signed in accordance with subsection 127(1) of the Act; or
 - (ii) the company's common seal appears to have been fixed to the Deed, and the fixing of the seal appears to have been witnessed, in accordance with subsection 127(2) of the Act;

and the provider of the certificate does not know and has no reason to suspect that the

Deed has not been duly executed by the company;

- (ba) that the provider of the certificate, after having made such inquiries as were reasonable in the circumstances, is of the opinion that the Deed has been duly executed by each party to it that is not a company;

where:

- (c) the certificates referred to in paragraphs (a), (b) and (ba) are given by a lawyer who holds a practising certificate;
- (5) “Class Orders” means ASIC Class Order [CO 98/1418] and Australian Securities Commission Class Orders [CO 91/996], [CO 92/770], [CO 93/1370], [CO 94/1862] and [CO 95/1530];
- (6) “Deed of Cross Guarantee” means the Deed of Cross Guarantee dated 18 June 2007 entered into between the Group Entities (including the Holding Entity) and the Trustee pursuant to the Class Orders which has been varied by Assumption Deed dated 14 November 2012 and by Revocation Deed dated 28 March 2012;
- (7) “Group Entity” has the same meaning as the term “Group Entity” or “Group Company” (as applicable) in the Deed of Cross Guarantee;
- (8) “Holding Entity” has the same meaning as the term “Holding Entity” or “Holding Company” in the Deed of Cross Guarantee;
- (9) “lawyer” has the same meaning as in section 9 of the Act;
- (10) “Trustee” means the company holding office as trustee under the Deed of Cross Guarantee at the date of this Deed; and
- (11) if the Entity comprises two or more entities, this Deed is deemed to have separate operation in respect of each of them.

1.2 Headings

Headings and subheadings in this Deed are for convenience of reference only, and are to be ignored in the interpretation of this Deed.

2 Operation of Deed

This Deed is of no effect until the Holding Entity lodges an original of this Deed with ASIC together with an original of a

Certificate relating to this Deed.

3 Assumption

On satisfaction of the condition specified in clause 2:

- (i) the Entity is joined to the Deed of Cross Guarantee; and
- (ii) the Entity assumes liability under and agrees to be bound by the Deed of Cross Guarantee as if the Entity had on the date of the Deed of Cross Guarantee executed the Deed of Cross Guarantee as a Group Entity.

4 Consent

The Holding Entity, on behalf of itself and all other Group Entities, and the Trustee consent to the joinder of the Entity to the Deed of Cross Guarantee.

5 Law and Jurisdiction

5.1 Governing Law

This deed is governed by the law of and applicable to Queensland.

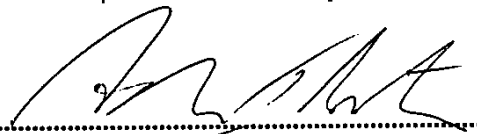
5.2 Submission to jurisdiction

The parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and any courts which hear appeals from those courts in respect of any proceedings in connection with this Deed.

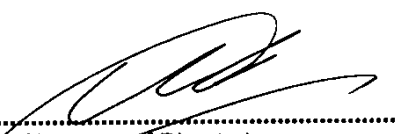
EXECUTED AS A DEED

EXECUTED BY THE HOLDING ENTITY:

EXECUTED by Virgin Australia Holdings Ltd)
ACN 100 686 226 in accordance with section 127(1))
of the *Corporations Act 2001* by:)


.....)
(Signature of Director/Secretary)

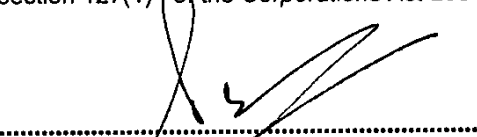
Name: Adam Thatcher


.....)
(Signature of Director)


Name: John Borghetti

EXECUTED BY THE ENTITY:

EXECUTED by Virgin Australia Regional Airlines)
Pty Ltd ACN 008 997 662 in accordance with)
section 127(1) of the *Corporations Act 2001* by:)


.....)
(Signature of Director/Secretary)

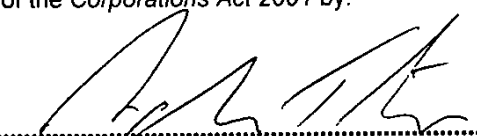
Name: Sankar Narayan


.....)
(Signature of Director)


Name: John Borghetti

EXECUTED BY THE TRUSTEE:

EXECUTED by Virgin Australia Holdings Ltd)
ACN 100 686 226 in accordance with section 127(1))
of the *Corporations Act 2001* by:)

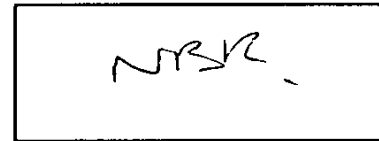

.....)
(Signature of Director/Secretary)

Name: Adam Thatcher


.....)
(Signature of Director)

Name: John Borghetti

Australian Securities &
Investments Commission



Form CF06
Corporations Act 2001

Deeds of cross-guarantee and related documents - Class Order 98/1418

Attach the documents indicated below to this form.

Document details Indicate in the appropriate box the type of document(s) included with this form.	Type of document	ASIC use only (Form code)
<input type="checkbox"/>	Deed of cross-guarantee - (Pro forma 24)	351
<input checked="" type="checkbox"/>	Assumption deed relating to class order - (Pro forma 27)	352
<input type="checkbox"/>	Notice of disposal relating to class order - (Pro forma 25)	353
<input type="checkbox"/>	Revocation deed - (Pro forma 26)	355

Ultimate holding company details

Company/entity name
VIRGIN AUSTRALIA HOLDINGS LTD
ACN/ABN/ARB
100 686 226

Lodgement details

Who should ASIC contact if there is a query about this form?
Firm/organisation
VIRGIN AUSTRALIA
Contact name/position description
PETER TISDALL
ASIC registered agent number (if applicable)
Company/entity name
VAA NEW CO NO2 PTY LTD
ACN/ABN/ARB (if applicable)
160 881 354
Telephone number
07 3087 0683
Postal or DX address
PO BOX 1034
SPRING HILL QLD 4004
Email address (optional)
Total number of pages including this cover sheet
12



Signature

I certify that the information in this form is true and complete.

Name

ADAM THATCHER

Capacity

COMPANY SECRETARY

Entity name (if acting as an agent)

Signature



Date signed

04/06/13
[D] [D] [M] [M] [Y] [Y]

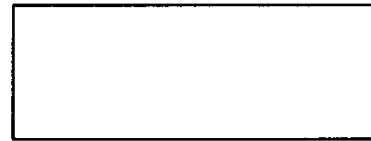
Lodgement

Send completed and signed forms to:
Australian Securities and Investments Commission,
PO Box 4000, Gippsland Mail Centre VIC 3841.

For more information

Web www.asic.gov.au
Need help? www.asic.gov.au/question
Telephone 1300 300 630

**Australian Securities &
Investments Commission**



Form CF06
Corporations Act 2001

Guide: Deeds of cross-guarantee and related documents - Class Order 98/1418

This guide does not form part of the form. It is included by ASIC to assist you in completing and lodging the Form CF06.

Use of this form The use of this form is optional. It has been prepared by ASIC to assist industry with the lodgement process by highlighting information required by ASIC to make a more rapid assessment.

Lodgement fee	ASIC form code	Fee per application	ASIC form code	Fee per application
	351	\$36	353	Nil
352	\$36	355	Nil	

Documents to be attached to this form All documents indicated on the form should be attached.
When preparing the documents accompanying this form please strongly consider whether details addressing the following factors should be included:

Deed of cross-guarantee/Assumption deed

Condition	Yes	No	Comments
• Is the Deed exactly in the form of the relevant pro forma (ie PF24 for deeds of cross-guarantee and PF27 for assumption deeds) except for the company names and date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• Is the following required documentation and the relevant fee ready to be lodged together: • Deed • Certification by a legal practitioner with a current practising certificate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• Will the deed be lodged before the end of the year for which relief is to first apply?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraph (f) of Class Order 98/1418.
• Are all company ACNs correct in the relevant documents (deed schedule and solvency statements)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• Are all companies that are intending to rely on the class order eligible for relief? (For example, companies under external administration or companies owned by companies under external administration are not eligible for relief)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraphs (a) to (d) of Class Order 98/1418
• Has the deed been correctly executed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• If the trustee is a group entity, is there an alternative trustee?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer clause 7.1 of PF 24.
• Are all wholly-owned entities within the closed group included in the deed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraphs 9 to 11 of Editorial Note to PF 24.
• Has a director of each company seeking relief signed the solvency statement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer paragraph (o)(i) of Class Order 98/1418.
• Is the certification by a legal practitioner complete?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer to definition of "certificate" in Class Order 98/1418.



Revocation deed

Condition	Yes	No	Comments
• Is the deed substantially in the form of PF26, (except for company names and the date)?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are all company ACNs correct?	<input type="checkbox"/>	<input type="checkbox"/>	
• Has the deed been correctly executed? <ul style="list-style-type: none"> • Has it been executed by every party to the Deed of Cross Guarantee (ie trustee, group entities and related entities)? • Has the company seal been fixed to the document and fixing of the seal witnessed by 2 directors or 1 director and the secretary who have signed the document? 	<input type="checkbox"/>	<input type="checkbox"/>	
• If the deed is releasing the Trustee and other group entities, have 2 deeds been executed (ie one with the trustee releasing all group entities and one with the alternative trustee releasing the trustee entity (in this second deed the word "Trustee" must have been replaced with "Alternative Trustee"))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A

Notice of disposal

Condition	Yes	No	Comments
• Is the notice of disposal substantially in the form of PF25, (except for company names and the date)?	<input type="checkbox"/>	<input type="checkbox"/>	
• Are all company ACNs correct?	<input type="checkbox"/>	<input type="checkbox"/>	
• Has the notice of disposal been correctly executed? Has it been signed by a director or secretary of the holding company?	<input type="checkbox"/>	<input type="checkbox"/>	
• If the disposal is the result of a sale, is a certificate by the directors attached, certifying that the disposal is a bona fide sale and that the consideration for the sale is fair and reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	

Lodgement

Send completed and signed forms to:
 Australian Securities and Investments Commission,
 PO Box 4000, Gippsland Mail Centre VIC 3841.

For more information

Web www.asic.gov.au
 Need help? www.asic.gov.au/question
 Telephone 1300 300 630

LAWYER'S CERTIFICATE
pursuant to Deed of Assumption and ASIC Class Order 98/1418

TO: Virgin Australia Holdings Ltd ACN 100 686 226
("Holding Entity" and "Trustee")

AND TO: Virgin Australia Airlines Holdings Pty Ltd ACN 093 924 675
("Alternative Trustee")

AND TO: VAH Newco No.2 Pty Ltd ACN 160 881 354
("The Entity")

AND TO: Australian Securities and Investments Commission

I, Nicole Alder of c/- Virgin Australia Airlines Pty Ltd, 56 Edmondstone Road, Bowen Hills, Brisbane in the State of Queensland, state as follows:

1. I am a solicitor and I hold a current practising certificate.
2. This Certificate is given in relation to the Deed of Assumption ("Deed") between the Holding Entity, Trustee, Alternative Trustee and the Entities dated 4 June 2013.
3. The Deed is in exactly the same terms as ASIC Pro Forma 27 except for the following:
 - (a) all instructions for the inclusion of specified information have been replaced by that information in a complete and accurate manner and any consequential changes of a minor or editorial nature that are necessary for the effective operation of the deed have been made;
 - (b) execution clauses have been added as required in order to facilitate the proper execution of the deed;
 - (c) the date has been completed;
 - (d) the headnote, the headings before the headnote and any editorial notes have been omitted.
4. The Deed appears to be signed in accordance with subsection 127(1) of the Act and I do not know and have no reason to suspect that the Deed has not been duly executed by the company.

This Certificate is dated the 4th day of June, 2013.

Signed:

N Alder

Lodging Party: Peter Tisdall
Address: Po Box 1034
Spring Hill Qld 4004
Telephone: (07) 3087 0683
Facsimile: (07) 3295 3996

Assumption deed

ASSUMPTION DEED made 4 June 2013.

BETWEEN:

- (1) Virgin Australia Holdings Limited ACN 100 686 226 of
56 Edmondstone Road Bowen Hills Qld 4006 (the "Holding
Entity");
- (2) Virgin Australia Holdings Limited ACN 100 686 226 of
56 Edmondstone Road Bowen Hills Qld 4006 (the "Trustee");
- (3) VAH NEWCO NO.2 Pty Ltd ACN 160 881 354 of
56 Edmondstone Road Bowen Hills Qld 4006 (the "Entity").

RECITALS:

- (a) The Entity wishes to be joined as a party to the Deed of Cross
Guarantee.
- (b) This Deed is an Assumption Deed as defined in the Deed of
Cross Guarantee.

This Deed witnesses as follows:

1 Interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

- (1) "Act" means the *Corporations Act 2001*;
- (2) "Alternative Trustee" means the company (if any)
holding office as alternative trustee under the Deed of
Cross Guarantee at the date of this Deed;
- (3) "ASIC" means the Australian Securities and
Investments Commission;
- (4) "Certificate" in relation an Assumption Deed, means
one or more certificates in writing addressed to the
Entity, each Group Entity covered by the Deed of Cross
Guarantee, the Trustee and any Alternative Trustee and
to ASIC which together include statements to the
following effect:
 - (a) that the Deed:

- (i) is in exactly the same terms as ASIC Pro Forma 27 except for the following:
 - (A) all instructions for the inclusion of specified information have been replaced by that information in a complete and accurate manner and any consequential changes of a minor or editorial nature that are necessary for the effective operation of the deed have been made;
 - (B) execution clauses have been added, deleted, modified or varied as required in order to facilitate the proper execution of the deed;
 - (C) the date has been completed;
 - (D) the headnote, the headings before the headnote and any editorial notes have been omitted;
 - (E) in the case where the Deed covers more than one Entity — such variations as are necessary to enable the additional entities to be covered;
 - (F) in the case where the Deed covers making the trustee of the Deed of Cross Guarantee to which the Assumption Deed relates a member of the Closed Group — such variations as are necessary to enable the Assumption Deed to have that effect;
- (b) that, in relation to the execution of the Deed by each party to it that is a company, either:
 - (i) the Deed appears to be signed in accordance with subsection 127(1) of the Act; or
 - (ii) the company's common seal appears to have been fixed to the Deed, and the fixing of the seal appears to have been witnessed, in accordance with subsection 127(2) of the Act;

and the provider of the certificate does not know and has no reason to suspect that the Deed has not been duly executed by the company;

- (ba) that the provider of the certificate, after having made such inquiries as were reasonable in the circumstances, is of the opinion that the Deed has been duly executed by each party to it that is not a company;

where:

- (c) the certificates referred to in paragraphs (a), (b) and (ba) are given by a lawyer who holds a practising certificate;
- (5) “Class Orders” means ASIC Class Order [CO 98/1418] and Australian Securities Commission Class Orders [CO 91/996], [CO 92/770], [CO 93/1370], [CO 94/1862] and [CO 95/1530];
- (6) “Deed of Cross Guarantee” means the Deed of Cross Guarantee dated 18 June 2007 entered into between the Group Entities (including the Holding Entity) and the Trustee pursuant to the Class Orders which has been varied by Assumption Deed dated 14 November 2012 and by Revocation Deed dated 28 March 2012;
- (7) “Group Entity” has the same meaning as the term “Group Entity” or “Group Company” (as applicable) in the Deed of Cross Guarantee;
- (8) “Holding Entity” has the same meaning as the term “Holding Entity” or “Holding Company” in the Deed of Cross Guarantee;
- (9) “lawyer” has the same meaning as in section 9 of the Act;
- (10) “Trustee” means the company holding office as trustee under the Deed of Cross Guarantee at the date of this Deed; and
- (11) if the Entity comprises two or more entities, this Deed is deemed to have separate operation in respect of each of them.

1.2 *Headings*

Headings and subheadings in this Deed are for convenience of reference only, and are to be ignored in the interpretation of this Deed.

2 Operation of Deed

This Deed is of no effect until the Holding Entity lodges an original of this Deed with ASIC together with an original of a Certificate relating to this Deed.

3 Assumption

On satisfaction of the condition specified in clause 2:

- (i) the Entity is joined to the Deed of Cross Guarantee; and
- (ii) the Entity assumes liability under and agrees to be bound by the Deed of Cross Guarantee as if the Entity had on the date of the Deed of Cross Guarantee executed the Deed of Cross Guarantee as a Group Entity.

4 Consent

The Holding Entity, on behalf of itself and all other Group Entities, and the Trustee consent to the joinder of the Entity to the Deed of Cross Guarantee.

5 Law and Jurisdiction

5.1 Governing Law

This deed is governed by the law of and applicable to Queensland.

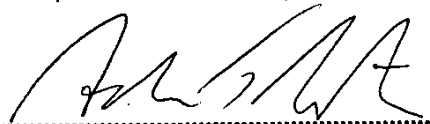
5.2 Submission to jurisdiction

The parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and any courts which hear appeals from those courts in respect of any proceedings in connection with this Deed.

EXECUTED AS A DEED

EXECUTED BY THE HOLDING ENTITY:

EXECUTED by **Virgin Australia Holdings Ltd**)
ACN 100 686 226 in accordance with section 127(1))
of the *Corporations Act 2001* by:)



.....
(Signature of Director/Secretary)

Name: Adam Thatcher

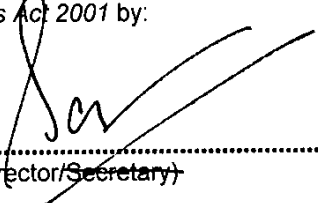


.....
(Signature of Director)

Name: John Borghetti

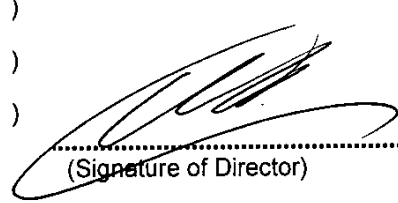
EXECUTED BY THE ENTITY:

EXECUTED by **VAH NEW CO No.2 Pty Ltd** ACN)
160 881 354 in accordance with section 127(1) of)
the *Corporations Act 2001* by:)



.....
(Signature of Director/Secretary)

Name: Sankar Narayan

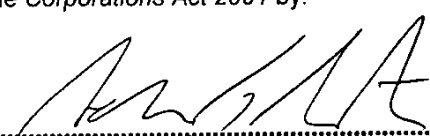


.....
(Signature of Director)

Name: John Borghetti

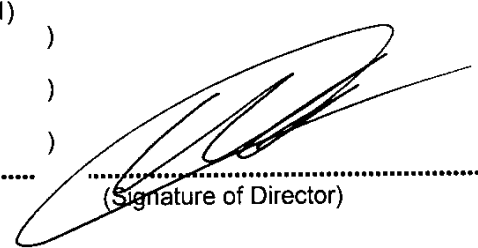
EXECUTED BY THE TRUSTEE:

EXECUTED by **Virgin Australia Holdings Ltd**)
ACN 100 686 226 in accordance with section 127(1))
of the *Corporations Act 2001* by:)



.....
(Signature of Director/Secretary)

Name: Adam Thatcher



.....
(Signature of Director)

Name: John Borghetti