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Sent: Friday, 1 May 2020 6:04 PM
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Subject: Virgin - draft Protocol [CU-Legal.FID3017446]
Attachments: Aircraft Protocol to Lessors _ Finance Parties_1.05.2020.DOCX

Dear All

Attached for your review is a form of Protocol that we intend will be entered into on a bilateral basis by the Voluntary Administrators, each lessee, each lessor and any relevant financier in connection with each of the aircraft leasing arrangements.

As you will see, the body of the document is of general application to each leasing arrangement for aircrafts or engines, and the schedules will then be populated with information relevant to each specific leasing arrangement. In the schedules we have sought to address all of the material issues and concerns that have been raised by the lessors in earlier correspondence and conversations with the administrators, and provide comfort to the lessors as to the manner in which their assets are being maintained and where they are located. This also includes a mechanism for calculation of compensation for use where relevant.

The Protocol is also being sent by email directly to each of the relevant lessors / financiers by the Administrators.

We look forward to working with you constructively to finalise the Protocol, and are available to discuss any comments or queries you may have.

Kind regards
Kate

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Please consider the environment before printing this e-mail

Draft dated 1.05.2020

Aircraft Protocol

Vaughan Strawbridge, John Greig, Richard Hughes and Salvatore Algeri in their capacities as joint and several voluntary administrators of the Lessee
Administrators

The Lessee specified in Schedule 1
Lessee

The Lessor specified in Schedule 1
Lessor

The Finance Parties (if any) specified in Schedule 1
Finance Parties

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Aircraft Protocol

Date

Parties **Vaughan Strawbridge, John Greig, Richard Hughes and Salvatore Algeri** in their capacities as joint and several voluntary administrators of the Lessee (**Administrators**)

The Lessee specified in Schedule 1 (**Lessee**)

The Lessor specified in Schedule 1 (**Lessor**)

The Finance Parties (if any) specified in Schedule 1 (**Finance Parties**)

Background

- A. The Lessee is the lessee under a lease of the Aircraft and/or Engines specified in Schedule 1.
- B. The Lessor is the lessor of the Aircraft and/or Engines specified in Schedule 1 and the Finance Parties set out in Schedule 1 are the financiers (or their agents or trustees) to the Lessor in respect of those Aircraft and/or Engines.
- C. On 20 April 2020 Vaughan Strawbridge, John Greig, Richard Hughes and Salvatore Algeri were appointed as joint and several administrators of the Lessee.
- D. On 24 April 2020 the Administrators obtained court orders to extend the five Business Day period under section 443B of the Corporations Act to 26 May 2020.
- E. This Protocol sets out the terms and conditions the parties have agreed will govern all dealings with the Aircraft during the Administration.

Operative provisions

1. **Definitions and interpretation**

1.1 **Definitions**

In this Protocol:

Administration means the voluntary administration of the Lessee under Part 5.3A of the Corporations Act.

Aircraft means the aircraft described in Schedule 1 and includes the Engines.

Business Day means a day (other than a Saturday or Sunday) in which banks are open for general business in Sydney, New South Wales.

Cape Town Convention means the Convention on International Interests in Mobile Equipment (the **Convention**) and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (the **Protocol**) both signed in Cape Town, South Africa on 16 November 2001, together with any protocols, regulations, rules, orders, agreements, instruments, amendments, supplements, revisions or otherwise, that have or will be subsequently made in connection with the Convention or the Protocol by

the Supervisory Authority (as defined in the Protocol), the International Registry or Registrar (as defined in the Convention) or an appropriate registry authority (as defined in the Protocol) or any other international or national body or authority (in each case, utilising the English language version thereof).

CASA means the Civil Aviation Safety Authority.

Corporations Act means the Corporations Act 2001 (Cth).

COVID-19 Restriction means any restriction imposed by any order, law or regulation made by a Government Agency in connection with or as a result of the COVID-19 pandemic.

Engine means the engine(s) described in Schedule 1.

Fundamental Term means the obligations of the Lessee listed in Schedule 2 and Schedule 6.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person;
- (c) a person (whether autonomous or not) who is charged with the administration of a law; or
- (d) any self-regulatory organisation established under statute or any stock exchange.

International Registry means the registry established under, and as defined in, the Cape Town Convention.

Lease Documents means:

- (a) the Lease and related finance documents described in Schedule 1; and
- (b) this Protocol.

Section 440B Consent means, if applicable, the Section 440B Consent given by the Administrators in their capacity as administrators of the Lessor, as described in Schedule 1.

Secure Website means the secure website the details of which are set out in Schedule 1.

VAIA means Virgin Australia International Airlines Pty Ltd ACN 125 580 823.

Virgin Group means the Lessee and its related bodies corporate, together with VAIA.

1.2 Interpretation

In this Protocol:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (a) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (b) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

- (c) a reference to a document (including this Protocol) is to that document as varied, novated, ratified or replaced from time to time;
- (d) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (e) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (f) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Protocol, and a reference to this Protocol includes all schedules, exhibits, attachments and annexures to it;
- (g) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (h) "includes" in any form is not a word of limitation.

1.3 Limited recourse - Administrators

- (a) The Administrators are only liable under this Protocol and the Lease Documents under section 443A of the Corporations Act on a limited recourse basis, namely limited to the Aircraft and Engines from which the Administrators are actually indemnified for the liability and in respect of which the Administrators have a lien under section 443D and 443F of the Corporations Act. This limitation of the Administrators' liability applies despite any other provision of any Lease Document and extends to all liabilities and obligations of the Administrators in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Lease Documents.
- (b) In the event that the Administrators elect to do so, the Lessor will consent to (and the Finance Parties agree to the Lessor consenting to) an application being made by the Administrators for an order under s447A and under s443B(8) of the Corporations Act to limit the liability of the Administrators under the Lease Documents on the basis specified in clause 1.3(a) above, and the Lessor agrees to take all reasonable steps to assist the Administrators with such application.

1.4 No recourse to the Administrators

- (a) The Lessor and the Finance Parties agree and acknowledge that the Administrators do not have any personal liability arising from:
 - (i) the Lessee's or the Administrators entry into this Protocol; or
 - (ii) the performance of any services to the Lessor or any of the Finance Parties in accordance with the terms of this Protocol or the Lease Documents except to the extent identified in clause 1.3 above.
- (b) If the assets of the Lessee are insufficient to satisfy in full the liability referred to in clause 1.3(a) above, the Lessor covenants not to claim, demand, sue or seek to recover any shortfall against the Administrators personally.

1.5 Administrators' indemnity

This Protocol does not affect or prejudice the Administrators' right of indemnity (whether it arises by operation of the Corporations Act, any other statute, legal principles or equitable principles) in relation to costs, disbursements, fees, taxes or other liabilities incurred by the

Administrators and any priority afforded to that right of indemnity under Part 5.3A of the Corporations Act, any other statute, legal principles or equitable principles.

2. Consideration

Each party acknowledges the receipt of valuable consideration in connection with its entry of this Protocol.

3. Standstill

3.1 Defaults

The parties acknowledge and agree that the appointment of the Administrators to the Lessee and certain other related and subsequent events amounted to a default under the Lease Documents (**Defaults**).

3.2 Standstill

The Lessor and the Finance Parties hereby irrevocably agree not to enforce any rights they may have arising out of or connected to the Defaults on and from the date of this Protocol until the end of the Administration or, in relation to the exercise of rights afforded to the Lessor other than:

- (a) as specified under this Protocol;
- (b) in relation to the appointment of receivers to the Lessor, if applicable, including in accordance with the Section 440B Consent (if applicable), provided that no Finance Party may appoint take any action in accordance with the Section 440B Consent without giving the Administrators 2 Business Days' prior notice;
- (c) if the Lessee breaches a Fundamental Term of this Protocol, and such breach is not remedied within 15 Business Days of receipt by the Lessee of written notice of that breach; and
- (d) where the Administrator gives to the Lessor a notice under section 443B(3) of the Corporations Act in connection with the Aircraft.

3.3 Reservation of rights

- (a) Subject to clause 3.2 of this Protocol, the Lessor hereby reserves all of its rights, powers and remedies under, or in connection with, the Lease Documents.
- (b) The Lessee acknowledges and agrees that, except as expressly contemplated under clause 3.2 of this Protocol, nothing in this Protocol, nor any action or inaction or other conduct by the Lessor or any other person, operates:
 - (i) as a waiver, variation, abandonment, release or discharge, or as an estoppel precluding enforcement, of any of the Lessor's rights, powers or remedies under the Lease Documents which remain in full force and effect;
 - (ii) without limiting clause 3.3(b)(i) of this Protocol, as an election or affirmation by the Lessor with respect to any right, power or remedy contemplated by the Lease Documents; or
 - (iii) to restrict the Lessor from taking any enforcement action in reliance on any default, other than the Defaults.

- (c) The Lessee acknowledges and agrees that a right, power or remedy of the Lessor may only be waived, varied, abandoned, released or discharged expressly in writing, signed by the Lessor. Without limiting the previous sentence, an election or affirmation by the Lessor with respect to any right, power or remedy contemplated by the Lease Documents, must be evidenced expressly in writing, signed by the Lessor.

3.4 PPS Registration and Registration on the International Registry

By entering this Protocol, the Administrators do not either accept or represent to the Lessor or the Finance Parties or any other person that their security interests under the Lease Documents are valid, effective and/or enforceable under the Personal Property Securities Act 2009 (Cth) or that any relevant registration on the Personal Property Securities Register or the International Registry is not defective.

4. Lease Documents

4.1 Inconsistency

To the extent of any inconsistency or conflict between this Protocol and the Lease Documents (other than this Protocol), this Protocol prevails at all times during the Administration.

4.2 Amendments to Lease Documents

On and from the date of this Protocol, the parties agree for the period of the Administration the Lessee will comply with the obligations listed in Schedule 2 to Schedule 6. If there is any conflict between the provisions of Schedule 2 to Schedule 6 and the Lease Documents (other than this Protocol) then the provisions of Schedule 2 to Schedule 6 will prevail.

4.3 Sub-Leasing and storage

To the extent any Aircraft or Engine is subject to a sub-lease (other than to a member of the Virgin Group) entered into prior to the Administration or at the time of the Administration was in the possession of a third party for storage or maintenance, the provisions of Schedule 4 item (b) and Schedule 5 shall not apply. This does not limit the obligation of the Lessee to enforce its rights against any such Sub-Lessee in respect of any such matter.

5. Repossession

- (a) In respect of Aircraft or Engines that are subject to the Cape Town Convention, the parties agree that during the period from and including the date of this Protocol until the "Cape Town Convention Date" specified in Schedule 1:
- (i) neither the Lessor nor any Finance Party shall exercise any rights it may have under the Cape Town Convention which arose as a result of the Administration; and
 - (ii) the Lessee shall not be required to give possession of the Aircraft to the Lessor, and the Lessor shall not be required to give possession of the Aircraft to any Financier, in accordance with Article XI of the Protocol to the Cape Town Convention,
- unless the Lessee breaches a Fundamental Term of this Protocol, and such breach is not remedied within 15 Business Days of the Lessor giving notice to the Lessee.
- (b) Nothing in this Protocol is intended to limit the rights of the Lessor or any Finance Party under the Cape Town Convention except as expressly set out in the Protocol.

- (c) The Finance Parties confirm that the Cape Town Convention applies to the Aircraft and Engines specified in Schedule 1 and that it does not apply to any Aircraft or Engines to which it is specified not to apply in Schedule 1.
- (d) The obligations of the Lessee and the Administrators under this Protocol in relation to any Aircraft or Engine will immediately terminate without notice upon:
 - (i) repossession of that Aircraft or Engine; or
 - (ii) the Administrator giving notice to the Lessor under section 443B(3) of the Corporations Act in connection with that Aircraft or Engine.

6. Aircraft Status

The Lessee will use reasonable endeavours to identify as soon as practicable whether the Aircraft or Engines are surplus to business requirements, and will notify the Lessor and Finance Parties as soon as reasonably practicable after such a determination being made.

7. Secure Website

- (a) The following provisions will apply to the Secure Website
 - (i) access will be restricted to the Lessor, the Finance Parties, the Administrators, the Lessee and the members of the Virgin Group and their respective financial and legal advisers;
 - (ii) only the Lessee, the members of the Virgin Group and the Administrators (and their representative and agents) will be permitted to post information to the Secure Website;
 - (iii) the Website will send a notification to the nominated addressees specified in Schedule 1 (**Nominated Addressees**) upon posting of information to the Secure Website;
 - (iv) (without limiting the rights of the Lessee to give notices or provide communications in accordance with the terms of the Lease Documents) any communication or document posted by the Lessee, the members of the Virgin Group or the Administrators (or their representatives or agents) will be taken to have been validly provided to the Lessor and the Finance Parties for all purposes of this Protocol and the Lease Documents upon:
 - A. a communication or document being posted on that Secure Website; and
 - B. either:
 - 1) receipt by the Nominated Addressee of an email from the Secure Website confirming that new information has been posted to the Secure Website; or
 - 2) the Secure Website containing or providing confirmation that the communication or document has been opened by a Finance Party or Lessor (other than a Lessor that is member of the Virgin Group).

- (b) It is the responsibility of the Lessor and the Finance Parties to ensure that the email addresses nominated for the Nominated Addressees are up-to-date.

8. Liens

Upon becoming aware of any lien being claimed in connection with the Aircraft which is not permitted under the Lease Documents, the Lessee shall work together with the Lessor and the Finance Parties to procure that such lien, or claimed lien, is promptly withdrawn, provided that nothing in this clause requires the Lessee to make payment to any third party in connection with any lien.

9. General

9.1 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Protocol:

- (a) may be given to a Lessor or Finance Party through the Secure Website or in accordance with the Lease Documents (other than this Protocol);
- (b) given to the Lessee or the Administrators must be given:
- (i) using one of the following methods (and no other method) namely, hand delivery, courier service, or email; and
 - (ii) using the address or other details for the party set out below (or as otherwise notified by that party to each other party from time to time under this clause 8):

Lessee and Administrators

[insert notice details]

- (c) must be in legible writing and in English;
- (d) (in the case of communications other than email) must be signed by the sending party or by a person duly authorised by the sending party;
- (e) (in the case of email) must:
- (i) state the name of the sending party or a person duly authorised by the sending party and state that the email is a communication under or in connection with this Protocol; and
 - (ii) if the email contains attachments, ensure the attachments are in PDF or other non-modifiable format the receiving party can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

9.2 When notice taken to be received

Without limiting the ability of a party to prove that a notice has been given and received at an earlier time, each communication (including each notice, consent, approval, request and demand) under or in connection with this Protocol is taken to be given by the sender and received by the recipient:

- (a) in the case of posting on the Secure Website, at the time specified in clause 7(a)(iv);
- (b) (in the case of delivery by hand or courier service) on delivery;
- (c) (in the case of email, whether or not containing attachments) the earlier of:
 - (i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;
 - (ii) receipt by the sender of an automated message confirming delivery; and
 - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (d) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
 - (i) the recipient is absent from the place at which the communication is delivered or sent;
 - (ii) the communication is returned unclaimed; and
 - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (e) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (f) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday in Sydney, New South Wales and on which banks are open for business generally, in the place to which the communication is delivered or sent).

9.3 Counterparts

This Protocol may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

9.4 Electronic execution

Each party consents to the execution of this Protocol by electronic means.

10. Governing law and jurisdiction

10.1 Governing law

This Protocol is governed by and must be construed according to the law applying in New South Wales.

10.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Protocol; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 10.2(a).

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Schedule 1 – Details

Lessee

[insert name and ACN of Lessee entity] (Administrators Appointed)

Lessor

[insert name and ACN of Lessor entity]

The Finance Parties

[Insert details]

Lease Documents

[insert details of relevant documents, including the lease and associated loan and security]

Airframe (if applicable)

Aircraft Manufacturer:	[insert]
Model:	[insert]
Serial Number:	[insert]
Australian Registration Mark:	[insert]
Cape Town Convention	[Applies][Does not apply]

Engines

Engine Manufacturer:	[insert]
Model:	[insert]
Serial Numbers:	Position 1: [insert] Position 2: [insert]
Cape Town Convention	[Applies][Does not apply]

Section 440B Consent (if applicable)

[To insert details of 440B consent]

Cape Town Convention Date

[After 31 August 2020]

Secure Website

[Insert]

Nominated Addressees (for clause 7(a)(iii)).

[Insert (note that multiple addressees may be specified)]

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Schedule 2 - Adequate Protection Payments

Without limiting the limited recourse provisions in the Protocol, the Lessee will make the following payments to the Lessor in accordance with the payment mechanics set out in the Lease Documents, in the case of sub-leased and charter Aircraft and Engines, on the 15th day of each calendar month (or within ten (10) Business Days of receipt by the Lessee of the relevant revenue specified below, if later:

1. All Aircraft (except subleased aircraft), including VARA charters

For the period from the date of this Protocol and ending on 31 August 2020, where an Aircraft or Engine is used for a commercial revenue flight, the Lessee shall pay the Lessor:

- (a) for each Engine:
 - (i) the US\$ rate per Flight Hour for engine performance restoration specified and calculated in accordance with the Lease Documents ("**Engine PR Rate**");
 - (ii) the US\$ rate per Flight Cycle for Engine LLPs specified in and calculated in accordance with the Lease Documents ("**Engine LLP Rate**"), multiplied by the number of Flight Hours or Flight Cycles, as applicable, consumed on the Engines in each calendar month (or part thereof in the case of May);
- (b) where no monthly cash maintenance reserves are payable for Engines in the Lease Documents, the relevant rate used in paragraph (a) shall be the rate that applies at the end of lease in calculating the return or "end-of-lease" compensation amounts for engine performance restoration and Engine LLPs (in Jan 2020 \$'s); and
- (c) where the Lease Documents do not provide the payment of any cash maintenance reserves or return or end-of-lease compensation, the relevant rate shall be:
 - (i) in the case of the Engine PR Rate, the average corresponding rate payable under the applicable lease documents for engines of that type in the Virgin Group fleet of an equivalent age, as determined in good faith by the Lessee; and
 - (ii) in the case of the Engine LLP Rate, the rate determined by the cost of each Engine LLP (determined by the Engine Manufacturer's then current data) divided by the total life of such Engine LLP,

provided that the Administrators are satisfied (acting reasonably) that the Virgin Group has received revenue in respect of the relevant flights that at least exceeds the total monthly payment specified above.

2. Subleased Aircraft

For the period from the date of this Protocol and ending on 31 August 2020, where an Aircraft is subleased to a third-party operator, the Lessee shall pay the following amount to the Lessor, namely the rent and any other amounts received from the sublessee under the sublease (other than in relation to any CAMO services) provided that:

- (a) the Administrators are satisfied that the Virgin Group has received all rent and other payments due from the Lessee for the period prior to commencement of this Protocol, which amount shall be retained by the Administrator; and
- (b) no sublease default has occurred and is continuing.

Nothing in this Protocol shall limit Lessee's right to call a default or event of default under the sublease and/or terminate the sublease and repossess the Aircraft in accordance with the terms of the sublease arrangements.

3. General

- (a) The payment to the Lessor (or to the Finance Parties, as directed by Lessor) shall be in accordance with the payment mechanics set out in the Lease Documents, as if such payment were maintenance reserves or maintenance compensation (or equivalent term) under the Lease.
- (b) Without limiting the rights of the Lessor or Finance Parties to make a claim in the Administration, except as set forth above, no other payment shall be made by the Lessee for the period commencing on the date of this Protocol and ending on 31 August 2020.
- (c) The Lessor and Finance Parties shall treat each payment as a payment of the relevant maintenance reserves, or where the Lease Documents do not provide for payment of maintenance reserves for Engines, then as a prepayment of the relevant return or end of lease maintenance compensation.

Except as aforesaid, the Lessor and the Finance Parties agree that payment of all rental and other amounts otherwise payable by the Lessee under the Lease Documents for the period commencing on the date of this Protocol and ending on 31 August 2020 will be deferred but will remain payable by the Lessee. This does not affect the limitations on the liability of the Administrators in clauses 1.3 to 1.5 of the Protocol.

Schedule 3 – Information undertakings

The Lessee agrees during the Administration to provide the Lessor and the Finance Parties with the additional information set out below by posting that information to the Secure Website, in each case within a reasonable period of that information becoming available to the Lessee and with a view to providing the information within three weeks of the date of this Protocol.

- (a) The Lessee will identify the Continuing Airworthiness Management Organisation (CAMO) and the Continuing Airworthiness Manager (CAM) for the Aircraft.
- (b) The Lessee will provide the Lessor and Finance Parties with regular reporting on the use of the Aircraft, unless there has been no change in its status (for example, stored Aircraft).
- (c) The Lessee will identify the operational status and location (by airport) of the Aircraft.
- (d) The Lessee will identify the location (by geographical location or airframe) of the Engines.
- (e) The Lessee will identify the location of the documents associated with the Aircraft, Engines and related parts and equipment.
- (f) Other than pursuant to usage where rental payments are being made in accordance with Schedule 2, the Lessee will notify of any intention to move the Aircraft or Engines to a different airport than where it is currently located and specify the intended new airport storage location.
- (g) Any claimed lien in respect of the Aircraft or any Engine.

The Lessor and the Finance Parties nominate [*insert details*] as their representative (**Lessor Representative**) for purposes of conducting inspections of the Aircraft, Engines, related documents and records, log books and CASA records (at the cost of the Lessor and the Finance Parties).

The Lessee nominates the Lessee Engineering Contact as its representative (**Lessee Representative**) for purposes of liaising with the Lessor Representative in relation to the conduct of inspections of the Aircraft, Engines, related documents and records, log books and CASA records.

The Lessee Representative will work in good faith with the Lessor Representative to arrange a schedule for inspections, having regard to the corresponding inspection requests made by other aircraft financiers to the Virgin Group. All such inspections will be reasonable "walk-around" inspections and verification of major assembly serial numbers, subject to any safety, security and regulatory requirements of the Lessee and the requirements of CASA and taking into account any COVID-19 Restrictions.

In this Schedule 2:

Continuing Airworthiness Management Organisation (CAMO) means a person who holds an approval under CASA regulation 42.590 that is in force.

Continuing Airworthiness Manager (CAM) for a continuing airworthiness management organisation, has the meaning given by CASA regulation 42.575(1).

Lessee Engineering Contact means:

[#for VAA/VAIA and Tiger B737 Aircraft#][#EngineeringAircraftTransfers@virginaustralia.com#]

[#for VARA Aircraft#][#Mr Phil Hargrave (phil.hargrave@virginaustralia.com)#]

[#for Tiger Aircraft A320 Aircraft#][#Mr Robin Furber (robinfurber@tigerair.com.au)#]

Schedule 4 - Usage

For the period commencing on the date of this Protocol and ending on the last day of the Administration the Lessee will comply with the following obligations, in each case in a manner consistent with compliance by the Virgin Group at the commencement of the Administration:

- (a) any restrictions or prohibitions on further sub-leasing contained in the Lease Documents; and
- (b) all CASA requirements and applicable law and regulations of relevant governmental authorities in respect of the Aircraft and the Engines.

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Schedule 5 - Maintenance

For the period commencing on the date of this Protocol and ending on the last day of the Administration, the Lessor and the Finance Parties agree that the Lessee will comply with the following obligations, in each case in a manner consistent with compliance at the commencement of the Administration and reflecting the COVID-19 Restrictions:

- (a) each Aircraft/Engine will be maintained to the requirements of its Approved Maintenance Program including any storage requirements, under the control of the applicable Continuing Airworthiness Management Organisation (CAMO);
- (b) maintain all Continuing Airworthiness Records, including operating records, in accordance with the terms of the Lease Documents (other than this Protocol);
- (c) keep the Aircraft registered with CASA; and
- (d) preserve the Aircraft and Engines and related parts in their current state and not permit any removal or dealings with the Engines or parts, in each case other than in accordance with the ordinary course of business.

In this Schedule 5:

Approved Maintenance Program means a maintenance program for the aircraft that has been approved in accordance with CASA regulation Subpart 42.J, including any variations to the program that have been approved in accordance with Subpart 42.J.

Continuing Airworthiness Record has the meaning given by CASA regulations 42.1085, 42.1090 and 42.1095 of CASA regulation Subpart 42.N—Record-keeping requirements.

Continuing Airworthiness Management Organisation (CAMO) means a person who holds an approval under CASA regulation 42.590 that is in force.

Continuing Airworthiness Manager (CAM) for a continuing airworthiness management organisation, has the meaning given by CASA regulation 42.575(1).

Schedule 6 - Insurance

For the period commencing on the date of this Protocol and ending on the last day of the Administration, the Lessor and the Lessee will maintain all insurances in place in respect of the Aircraft in accordance with the Lease Documents, including renewing the existing insurances on or about the current expiry on 14 May 2020 and procure that new Certificates of Insurance in respect of each Aircraft/Engine are issued to each Lessor.

DRAFT

Executed as an agreement

Voluntary Administrators

Executed by [##] in his capacity as one of the Joint and Several Administrator of [##] (Administrators Appointed) for and on behalf of each of the Joint and Several Administrators of [##] (Administrators Appointed) in the presence of:

Signature of witness

Signature

Full name of witness

Executed by [insert name of Lessee] (Administrators Appointed) by its joint and several voluntary administrator in the presence of:

Signature of witness

[insert name of administrator]

Full name of witness

[Insert execution blocks for lessor/finance parties]

