

IN THE FEDERAL COURT OF AUSTRALIA  
DISTRICT REGISTRY

No. V621 of 2005

IN THE MATTER OF ANSETT AUSTRALIA LIMITED  
(ACN 004 209 410) & ORS (in accordance with the  
Schedule attached) (All Subject to a Deed of  
Company Arrangement)

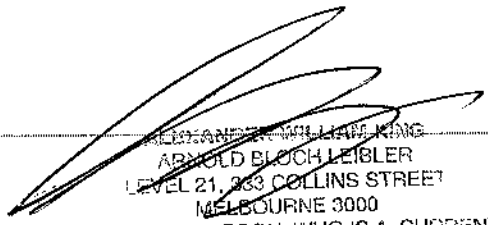
and

MARK ANTHONY KORDA and MARK FRANCIS  
XAVIER MENTHA (as Deed Administrators of the  
Companies)

**CERTIFICATE IDENTIFYING EXHIBIT**

This is the exhibit marked "**MAK-34**" produced and shown to **MARK ANTHONY KORDA** at the time of swearing his affidavit dated 12 September 2005.

Before me:

  
SEBASTIAN WILLIAM KING  
ARNOLD BLOCH LEIBLER  
LEVEL 21, 333 COLLINS STREET  
MELBOURNE 3000  
A NATURAL PERSON WHO IS A CURRENT  
PRACTITIONER WITHIN THE MEANING OF  
THE LEGAL PRACTICE ACT 1996

**Exhibit "MAK-34"**  
**Hazelton Deed of Settlement**

08-JUL-2002 10:25 FROM ARRIVED DEPT 1000

'MAK-3A'

## DEED OF SETTLEMENT

### DATE

This Deed is made on the 28<sup>th</sup> day of June 2002.

### PARTIES

**HAZELTON AIR SERVICES PTY LIMITED (ACN 000 242 928) (Deed Administrators Appointed)**  
("Hazelton Air Services")

**HAZELTON AIR CHARTER PTY LIMITED (ACN 065 221 356) (Deed Administrators Appointed)**  
("Hazelton Air Charter")

**HAZELTON AIRLINES LIMITED (ACN 061 965 642) (Deed Administrators Appointed)**  
("Hazelton Airlines")  
(Together, the "Hazelton Group")

**MICHAEL J HUMPHRIS and LAWRENCE ANDREW FITZGERALD** in their capacity as joint deed administrators of the Hazelton Group  
("Hazelton Administrators")

**MARK FRANCIS XAVIER MENTHA and MARK ANTHONY KORDA** in their capacity as joint deed administrators of the Ansett Group  
("Ansett Administrators")

**EACH OF THE PARTIES IDENTIFIED IN SCHEDULE 1**  
("Ansett Group")

### BACKGROUND

- A On 17 September 2001, the Ansett Administrators were appointed as voluntary administrators of the Ansett Group, including Bodas and Kendall, pursuant to an order of the Court. On 17 September 2001, Michael Humphris of Sims Lockwood was appointed the voluntary administrator of the Hazelton Group pursuant to an order of the Court. These appointments followed the resignation of the first voluntary administrators who had been appointed to the Ansett Group and the Hazelton Group on 12 and 14 September 2001.
- B On 4 October 2001, the Ansett Administrators, the Hazelton Administrators, Air New Zealand Group, Ansett Group, Hazelton Group and the Air New
- AD*

Zealand Group directors entered into a memorandum of understanding ("MOU") pursuant to which Air New Zealand Group agreed to pay \$150M to the Ansett Administrators in settlement of all Claims that the Ansett Administrators, the Hazelton Administrator or any of the Ansett Group or the Hazelton Group may have had against Air New Zealand Group or the Air New Zealand Group directors, including pursuant to a letter of comfort from Air New Zealand to 3 Ansett Group Companies dated 8 August 2001 ("Air New Zealand Settlement").

- C On 12 October 2001, the Court made orders approving the MOU and to the effect that the Ansett Administrators and the Hazelton Administrators may properly perform and give effect to the MOU pursuant to the Air New Zealand Settlement.
- D On 19 October 2001, the Hazelton Administrators issued proceedings in the Court seeking a determination as to the manner of apportionment between the Ansett Group and the Hazelton Group of the \$150M paid by Air New Zealand Group to the Ansett Administrators pursuant to the MOU.
- E On 2 November 2001, and subsequently, the Ansett Administrators paid to the Hazelton Administrators respectively, the sums of \$1.545M and \$1M (total \$2.545M) on account of the entitlement of the Hazelton Administrators (if any) to be paid a portion of the \$150M received from Air New Zealand Group pursuant to the MOU without prejudice to the ultimate determination of the Hazelton / Ansett Proceeding.
- F On 15 January 2002, each of the Hazelton Group companies executed Deeds of Company Arrangement. The Deed Administrators are Michael J Humphris and Lawrence Andrew Fitzgerald of the firm Sims Lockwood.
- G On 2 May 2002, Bodas and Kendell each executed Deeds of Company Arrangement. The Deed Administrators are Mark Francis Xavier Mentha and Mark Anthony Korda of the firm Korda, Mentha and Colleagues.
- H Bodas owns all of the Kendell Shares. Hazelton Airlines owns all of the Hazelton Shares.
- I The Hazelton Administrators and the Bodas Administrators propose to sell all the Hazelton Shares and the Kendell Shares, respectively, to Australiawide Airlines Limited (ACN 099 547 270) ("Austwide") pursuant to the Hazelton Share Sale Agreement and the Kendell Share Sale Agreement, respectively.
- J The Hazelton Administrators borrowed \$3 million from the Commonwealth pursuant to the Rapid Route Recovery Loan facility of \$3 million. This loan is now repayable on demand. The Commonwealth has demanded the Hazelton Administrators to repay the Loan facility in full.
- K The Kendell Administrators borrowed \$3.5 million from the Commonwealth pursuant to the Rapid Route Recovery Loan facility of \$3.5 million. This

Loan is now repayable on demand. The Commonwealth has demanded the Kendell Administrators to repay the Loan Facility in full.

L The Commonwealth has also advised the Hazelton Administrators and the Kendell Administrators that it will forgive the repayment of the loan described in Recital L on condition that the Hazelton Administrators and the Kendell Administrators proceed with the sale of the Hazelton Shares and the Kendell Shares pursuant to the Hazelton Share Sale Agreement and the Kendell Share Sale Agreement and settle the Hazelton / Ansett Proceeding and any other disputes between them.

M If the Commonwealth does not forgive the repayment of the loan described in Recital L, there is no prospect of any return for ordinary unsecured creditors in the Hazelton Administration.

N This Deed sets out the terms of settlement of all claims (including the Hazelton / Ansett Proceeding) that the Parties have or may have against one another.

- O This Deed is conditional on, among other things:
  - (i) completion of the sale of the Hazelton Shares and the Kendell Shares pursuant to the Hazelton Share Sale Agreement and the Kendell Share Sale Agreement, respectively; and
  - (ii) a direction from the Court to the effect that the Parties may properly perform and give effect to this Deed and/ or the transactions provided for or contemplated in this Deed.

**TERMS OF DEED**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

"Air New Zealand Group" means Air New Zealand Limited and its Related Bodies Corporate (other than the Ansett Group and the Hazelton Group)

"Air New Zealand" means Air New Zealand Limited;

"Air New Zealand Settlement" has the meaning given in Recital B;

"Airport Land" means the land owned by Hazelton at Cudal in the State of New South Wales;

**"Ansett Administrators"** means Mark Anthony Korda and Mark Xavier Mentha either in their capacities as voluntary administrators of the Ansett Group or as Deed Administrators of the Ansett Group;

**"Ansett Administration"** means the administration of the Ansett Group pursuant to Part 5.3A of the Corporations Act;

**"Ansett Group"** means Ansett Australia Limited and each of its Related Bodies Corporate (other than the Hazelton Group);

**"Bodas"** means Bodas Pty Limited (ACN 002 158 174);

**"Bodas Administrators"** means Mark Anthony Korda and Mark Francis Xavier Mentha of Korda Mentha & Colleagues in their capacity as Deed Administrators of Bodas

**"Claim"** means any claim, cost, damages, debt, expense, liability, loss, suit, action, demand, cause of action or proceeding of any kind irrespective of:

- (a) how or when it arises;
- (b) whether it is actual or contingent;
- (c) whether or not it is in respect of legal or other costs, damages, expenses, fees or losses;
- (d) whether or not it is in respect of a breach of trust or of a fiduciary or other duty or obligation;
- (e) whether or not it arises at law or otherwise;

**"Commonwealth"** means the Commonwealth of Australia;

**"Completion"** means the completion of the sale of the Hazelton Shares and the Kendell Shares pursuant to the Share Sale Agreements;

**"Corporations Act"** means the Corporations Act 2001 (Cth);

**"Court"** means the Federal Court of Australia;

**"Deed"** means this Deed of Settlement;

**"Employee Priority Creditors"** means employee priority creditors of a company as if the company were being wound up, having priority in accordance with section 556 (1) (e) to (h) of the Corporations Act;

**"Hazelton Administration"** means the administration of the Hazelton Group pursuant to Part 5.3A of the Corporations Act;

"Hazelton Administrators" means Michael J Humphris and Lawrence Andrew Fitzgerald of Sims Lockwood either in their capacity as voluntary administrators of the Hazelton Group or as deed administrators of the Hazelton Group;

"Hazelton / Ansett Proceeding" means proceeding numbers V3051 and of 2001 and V3060 of 2001 in the Court more particularly described in Recital D;

"Hazelton Group" means Hazelton Airlines, Hazelton Air Services and Hazelton Air Charter;

"Hazelton Share Sale Agreement" means the sale of shares agreement between Hazelton Airlines and Austwide for the sale of the Hazelton Shares to Austwide, a copy of which is annexed as Annexure A;

"Hazelton Shares" means all of the issued shares in Hazelton Air Services and Hazelton Air Charter;

"Kendell" means Kendell (Australia) Pty Limited (ACN 086 931 142);

"Kendell Administration" means the administration of Kendell pursuant to Part 5.3A of the Corporations Act;

"Kendell Administrators" means Mark Francis Xavier Mentha and Mark Anthony Korda either in their capacity as voluntary administrators of Kendell or as deed administrators of Kendell;

"Kendell Share Sale Agreement" means the sale of shares agreement between Bodas and Austwide for the sale of the Kendell Shares to Austwide, a copy of which is annexed as Annexure B;

"Kendell Shares" means all of the issued shares in Kendell;

"Party" means a party to this Deed;

"Related Body Corporate" has the meaning given to it in the Corporations Act;

"RRP Advances" means the loans described in Recitals K and L;

"Share Sale Agreements" means the Kendell Sale Agreement and the Hazelton Sale Agreement;

"Settlement Proceeds" means the proceeds from the sale of the Hazelton Shares and the Kendell Shares pursuant to the Share Sale Agreements;

"Spare Parts Inventory" means all spare parts and rotables in the possession or control of Hazelton Air Charter and Hazelton Air

Services that are ordinarily used in the business of Hazelton Air Charter and Hazelton Air Services;

## 1.2 Interpretation

In this Deed:

- 1.2.1 reference to any legislation or to any provision of any legislation includes any modification or re-enactment of, or any legislative provision substituted for, and all legislation and statutory instruments issued under, such legislation or such provision and includes the corresponding legislation in such other State or Territory of the Commonwealth of Australia as is relevant;
- 1.2.2 words (including words defined in this Deed) denoting the singular number include the plural and vice versa;
- 1.2.3 words importing natural persons include corporations, firms, unincorporated associations, partnerships, trusts and any other entities recognised by law and vice versa;
- 1.2.4 words denoting any gender include all genders;
- 1.2.5 reference to a Party includes that Party's permitted successors and assigns;
- 1.2.6 reference to Clauses and Schedules are references to clauses and schedules of this Deed;
- 1.2.7 where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 1.2.8 reference to any document or agreement includes references to such document or agreement as novated, supplemented, varied or replaced from time to time;
- 1.2.9 no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it; and
- 1.2.10 headings are inserted for convenience only and do not affect the interpretation of this Deed.

## 2 BINDING AGREEMENT

It is the express intention of the Parties that this Deed records and constitutes an immediately binding agreement between the Parties notwithstanding at the same time the Parties contemplate that, if necessary or reasonably required by the Ansett Administrators or the Hazelton

Administrators, the Deed will be engrossed in more perfectly drafted documentation which the Parties agree to execute.

**3 CONDITIONS PRECEDENT**

**3.1 Conditions**

This Deed and each Party's rights and obligations pursuant to this Deed are conditional upon:

- 3.1.1 Completion occurring;
- 3.1.2 the Commonwealth:
  - 3.1.2.1 assigning the right to recovery of the RRP Advances to Austwide and/or releasing the Ansett Administrators, the Hazelton Administrators, Kendell and Hazelton Airlines from repaying the RRP Advances; and
  - 3.1.2.2 reaching agreement with Austwide for the provision of \$5M to Austwide; and
- 3.1.3 obtaining directions or orders from the Court to the effect that the Parties may properly perform and give effect to this Deed and/ or the transactions provided for or contemplated in this Deed.

**3.2 Obligations**

The Parties must use their best endeavours to satisfy the conditions precedent in clause 3.1.

**4 DIRECTIONS HEARING**

4.1 For the avoidance of doubt, the Parties agree as follows:

- 4.1.1 The Hazelton Administrators and the Ansett Administrators will each apply for the Court directions in Clause 3.1.3 of this Deed.
- 4.1.2 The Court directions will be heard concurrently.
- 4.1.3 Each Party will bear its own costs of the Court application.



## 5 **CONDITIONAL PAYMENT**

### 5.1 **Conditions to Settlement**

Subject to the Hazelton Administrators paying all of the costs and expenses of the Hazelton Administration in full and the Bodas Administrators paying the adjustment contemplated in Clause 8 of this Deed, the Hazelton Administrators will forthwith make the payment and transfer the Airport Land, the Proceeds of Sale of the Plant and Equipment and Spare Parts Inventory and surplus as set out in clauses 5.2 to 5.4 inclusive and Clause 8.1.4 of this Deed.

### 5.2 **Payments to Kendell**

The Hazelton Administrators will upon satisfaction of the conditions in Clause 5.1, pay to Bodas \$400,000 from the Proceeds of the Sale of the plant and equipment.

### 5.3 **Transfer of Airport Land**

The Hazelton Administrators will, upon satisfaction of the conditions in clause 5.1 of this Deed:

5.3.1 assign all of its right, title and interest to the Airport Land free of all encumbrances to Bodas and Bodas will accept such assignment; and

5.3.2 deliver to Bodas all necessary duly executed forms and declarations to assign the Airport Land to Bodas free of all encumbrances.

### 5.4 **Transfer of Spare Parts**

The Hazelton Administrators will upon satisfaction of the conditions in Clause 5.1 assign all of their right, title and interest free of all encumbrances to the Spare Parts Inventory to Bodas.

## 6 **UNCONDITIONAL PAYMENT**

6.1 The Hazelton Administrators will upon Completion pay to Bodas the full amount realised from the release of aircraft deposits pursuant to the Share Sale Agreements.

## 7 **ACKNOWLEDGEMENT BY ANSETT ADMINISTRATORS**

7.1.1 The Ansett Administrators acknowledge and agree that the Ansett Administrators are providing the sum of \$500,000 (in addition to the \$2.45 million already paid)

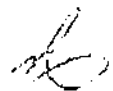
to the Hazelton Administrators in full and final satisfaction of all Claims arising out of the Air New Zealand Settlement including the Hazelton / Ansett Proceeding.

- 7.1.2 The Hazelton Administrators acknowledge and agree that the Hazelton Administrators have received the amount specified in clause 7.1.1 in receiving the Settlement Proceeds and that there is no need for further adjustment of the Settlement Proceeds between the Hazelton Administrators and the Ansett Administrators or payment by the Ansett Administrators to the Hazelton Administrators.

## 8 EMPLOYEE PRIORITY CREDITORS

- 8.1.1 The Employee Priority Creditors of the Kendell Administration and the Hazelton Administration will each receive the same dividend from the respective administrations.
- 8.1.2 If any adjustment or payment is required between the Hazelton Administrators and the Kendell Administrators to ensure that the Employee Priority Creditors in the Kendell Administration and the Hazelton Administration each receive the same dividend in accordance with clause 8.1.1, the Kendell Deed Administrators will pay such adjustment as is necessary to ensure such parity.
- 8.1.3 Any amount paid by the Kendell Administrators pursuant to clause 8.1.2 will be held for the benefit of and on trust for the Employee Priority Creditors of Kendell.
- 8.1.4 If there is any surplus available for distribution in the Hazelton Administration after the payment of the Employee Priority Creditors of Hazelton, the Hazelton Administrators will forthwith pay such surplus to the Kendell Administrators, except for any reasonable sum required to wind up the affairs the of the Hazelton Group.

## 9 REPRESENTATIONS

- 9.1 The Hazelton Administrators will use their best endeavours to pay their Employee Priority Creditors in full.
- 

**10 REPORTING & CONSULTING**

10.1 The Hazelton Administrators will as and from the date of execution of this Deed keep the Kendell Administrators fully informed of all matters and things relevant to the Hazelton Administration, including without limiting the generality hereof, detailed particulars of the costs and expenses of the Hazelton Administration, the estimated payments to be made to the Employee Priority Creditors and, any offers for the purchase of any assets of the Hazelton Group.

10.2 The Hazelton Administrators will not as and from the date of execution of this Deed sell or realise any of the Hazelton Group assets without the prior written consent of the Kendell Administrators.

**11 DISMISSAL OF PROCEEDING**

Upon fulfilment of the conditions precedent referred to in Clause 3.1 of this Deed, the Parties agree to as soon as practicable, file in the Court minutes of consent orders dismissing the Hazelton/Ansett Proceeding with no order as to costs.

**12 RELEASE**

Subject to the terms of this Deed, each of the Parties releases each other from any Claim that it may have against that other Party arising out of:

- 12.1 the Hazelton Administration;
- 12.2 the Kendell Administration;
- 12.3 the Hazelton / Ansett Proceeding;
- 12.4 the Air New Zealand Settlement including the MOU; and
- 12.5 any other matter the subject of this Deed.

**13 BAR TO PROCEEDINGS**

Except in relation to a breach of this Deed, this Deed may be pleaded as a full and complete defence by a Party to any Claim commenced, continued or taken by or on behalf of another Party in connection with the matters the subject of this Deed.

## 14 GENERAL PROVISIONS

### 14.1 Invalid or unenforceable provisions

If a provision of this Deed is invalid or unenforceable in a jurisdiction:

14.1.1 it is read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and

14.1.2 it does not affect the validity or enforceability of:

14.1.2.1 that provision in another jurisdiction; or

14.1.2.2 the remaining provisions.

### 14.2 Waiver

14.2.1 No right or obligation under this Deed will be waived except by notice in writing signed by each Party.

14.2.2 A waiver by a Party pursuant to Clause 14.2 will not prejudice that Party's rights in respect of any subsequent breach of this Deed by another Party.

14.2.3 Subject to Clause 14.2.1, any failure by a Party to enforce any of the provisions of this Deed, or any forbearance, delay or indulgence granted by one Party to another, will not be construed as a waiver of that Party's rights pursuant to this Deed.

### 14.3 Further Actions

Each Party must do all things and sign all other documents reasonably necessary for the purpose of giving effect to the terms of this Deed.

### 14.4 Entire Deed

This Deed constitutes the entire agreement between the Parties with respect to the subject matter of this Deed and supersedes all previous negotiations, commitments, representations and agreements.

### 14.5 Counterparts

This Deed may be signed in counterparts and all counterparts taken together constitute one document.

**14.6 Amendments**

This Deed may be amended only by a written document signed by each of the Parties.

**14.7 Governing law**

This Deed is governed by and is to be interpreted under the laws of Victoria.

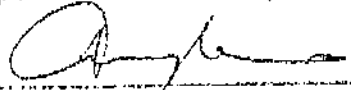
**14.8 Jurisdiction**

The Parties irrevocably and unconditionally:

- 14.8.1 submit to the non-exclusive jurisdiction of the courts of Victoria; and
- 14.8.2 waive any claim or objection based on absence of jurisdiction or inconvenient forum.

**SIGNED AS A DEED**

EXECUTED by HAZELTON AIR )  
SERVICES PTY LIMITED )  
(ACN 000 242 928) in accordance with the )  
Corporations Act in the presence of: )



Director *Lead Administrator*

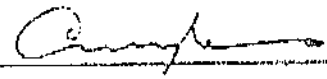
M. S. Humphreys

Name of Director (Print) *Administrator*

Director/Secretary

Name of Director/Secretary (Print)

EXECUTED by HAZELTON AIR )  
CHARTER PTY LIMITED )  
(ACN 065 221 356) in accordance with the )  
Corporations Act in the presence of: )



Director *Deputy Administrator*

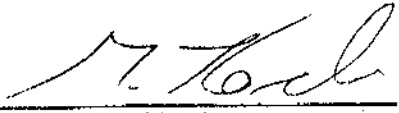
M. S. Humphreys

Name of Director (Print) *Administrator*

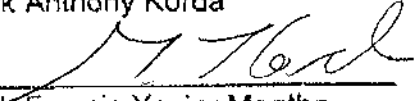
Director/Secretary

Name of Director/Secretary (Print)

EXECUTED for and on behalf of each )  
company named in Schedule 1 by its )  
administrators **MARK ANTHONY KORDA** )  
and **MARK FRANCIS XAVIER MENTHA** )  
in accordance with the Corporations Act in )  
the presence of: )



Mark Anthony Korda

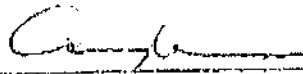


Mark Francis Xavier Mentha

Signature of Witness

Print name of Witness

EXECUTED by HAZELTON AIRLINES )  
LIMITED (ACN 061 965 642) in )  
accordance with the Corporations Act in )  
the presence of: )



Director *David Administration*

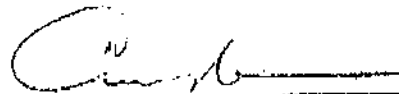
M. J. Humphreys

Name of Director (Print) *Administration*

Director/Secretary

Name of Director/Secretary (Print)

SIGNED by MICHAEL J HUMPHRIS and )  
LAWRENCE ANDREW FITZGERALD in )  
the presence of: )



Michael J Humphris



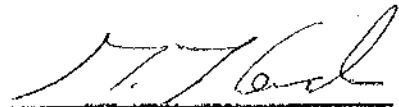
Signature of Witness

John Horwood

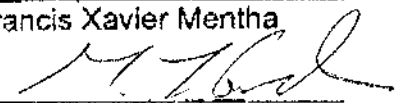
Print name of Witness

Lawrence Andrew Fitzgerald

SIGNED by MARK FRANCIS XAVIER )  
MENTHA and MARK ANTHONY KORDA )  
in the presence of: )



Mark Francis Xavier Mentha



Mark Anthony Korda

Signature of Witness

Print name of Witness

## Schedule 1

ANSETT AUSTRALIA LIMITED (A.C.N. 004 209 410)  
501 SWANSTON STREET PTY LTD (A.C.N. 005 477 618)  
AEROPELICAN AIR SERVICES PTY LTD (A.C.N. 000 653 083)  
AIRPORT TERMINALS PTY LTD (A.C.N. 053 976 444)  
ALDONG SERVICES PTY LIMITED (A.C.N. 000 258 113)  
ANSETT AIRCRAFT FINANCE LIMITED (A.C.N. 008 643 276)  
ANSETT AUSTRALIA HOLDINGS LIMITED (A.C.N. 004 216 291)  
ANSETT AVIATION EQUIPMENT PTY LTD (A.C.N. 008 559 733)  
ANSETT CARTS PTY LIMITED (A.C.N. 055 181 215)  
ANSETT EQUIPMENT FINANCE LIMITED (A.C.N. 006 827 989)  
ANSETT FINANCE LIMITED (A.C.N. 006 555 166)  
ANSETT HOLDINGS LIMITED (A.C.N. 065 117 535)  
ANSETT INTERNATIONAL LIMITED (A.C.N. 060 822 460)  
ANSETT AUSTRALIA AND AIR NEW ZEALAND ENGINEERING SERVICES LTD  
(A.C.N. 089 520 696)  
BODAS PTY LTD (A.C.N. 002 158 741)  
BRAZSON PTY LIMITED (A.C.N. 055 259 008)  
EASTWEST AIRLINES (OPERATIONS) LTD (ACN 000 259 469)  
EASTWEST AIRLINES LIMITED (ACN 000 063 972)  
KENDELL AIRLINES (AUST) PTY LTD (A.C.N. 000 579 680)  
MORAEL PTY LTD (A.C.N. 003 286 440)  
NORTHERN AIRLINES LIMITED (A.C.N. 009 607 069)  
NORTHERN TERRITORY AERIAL WORK PTY LIMITED (A.C.N. 009 611 321)



ROCK-IT-CARGO (AUST) PTY LTD (A.C.N. 003 004 126)  
SHOW GROUP PTY LTD (A.C.N. 002 968 989)  
SKYWEST AIRLINES PTY LTD (A.C.N. 008 997 662)  
SKYWEST AVIATION LIMITED (A.C.N. 004 444 866)  
SKYWEST HOLDINGS PTY LTD (A.C.N. 008 905 646)  
SKYWEST JET CHARTER PTY LTD (A.C.N. 008 800 155)  
SOUTH CENTRE MAINTENANCE PTY LTD (A.C.N. 007 286 660)  
SPACA PTY LTD (A.C.N. 006 773 593)  
TRAVELAND INTERNATIONAL (AUST) PTY LIMITED (A.C.N. 000 275 936)  
TRAVELAND INTERNATIONAL PTY LIMITED (A.C.N. 002 275 936)  
TRAVELAND NEW STAFF PTY LTD (A.C.N. 080 739 037)  
TRAVELAND PTY LIMITED (A.C.N. 000 240 746)  
WALGALI PTY LTD (A.C.N. 055 258 921)  
WESTINTECH LIMITED (A.C.N. 009 084 039)  
WESTINTECH NOMINEES PTY LTD (A.C.N. 009 302 158)  
WHITSUNDAY AFFAIRS PTY LTD (A.C.N. 009 694 553)  
WHITSUNDAY HARBOUR PTY LIMITED (A.C.N. 010 375 470)  
WRIDGWAY HOLDINGS LIMITED (A.C.N. 004 449 085)  
WRIDGWAYS (VIC) PTY LTD (A.C.N. 004 153 413)  
(All Deed Administrators Appointed)