

EXHIBIT 1

SEESA DEED

14/12/2001 17:05 ANSETT NETWORK/SCHEDULE PLANNING → 00262767859
14-DEC-2001 14:37 FROM ABL 10 00023333304442

NO. 222 6

Commonwealth of Australia

eligible companies

Mark Mentha and Mark Kott

The SEESA De

Arnold Bloch Leib
[Ref: LZIRAP 01-12064]
#1172

DEKRSB CLPAS

17/12.01 13:59 FAX +61 2 6121 8562

THIS DEED is made the 14th day of DECEMBER 2001

BETWEEN:

COMMONWEALTH OF AUSTRALIA ("the Commonwealth")

ANSETT HOLDINGS LIMITED (ADMINISTRATORS APPOINTED) (ACN 068 117 535) and each of the other Ansett Group companies listed in the determination made pursuant to s.22 of the *Air Passenger Ticket Levy (Collection) Act 2001* ("the Determination") other than Hazelton Airlines Limited, Hazelton Air Charter Pty Ltd and Hazelton Air Services Pty Ltd, C/- Andersen, Level 17, 360 Elizabeth Street, Melbourne, Victoria (collectively "the eligible companies")

MARK MENTHA and MARK KORDA as voluntary administrators of each company in the eligible companies C/- Andersen, Level 17, 360 Elizabeth Street, Melbourne, Victoria ("the Administrators")

WHEREAS:

- A On 17 September 2001 the Administrators were appointed the voluntary administrators of the eligible companies by order of Justice Goldberg in the Federal Court of Australia.
- B The Administrators are under a duty pursuant to Section 435A of the *Corporations Act 2001* ("the Act") to maximise the chances of the Ansett business remaining in existence or to maximise the return to creditors of the eligible companies, including its employees.
- C The Commonwealth has, under the *Air Passenger Ticket Levy (Collection) Act 2001*, established a Special Employee Entitlement Scheme for eligible companies employees ("the Scheme").
- D On or about 17 October 2001, the Administrators invited eligible companies employees to apply for redundancy, and the Administrators have and will continue to selectively accept applications from employees who wish to take a redundancy.
- E This Deed sets out an agreed basis on which the Commonwealth, or any party contracted by the Commonwealth for the purpose of making payments under the Scheme (hereafter, where the context permits, a reference to the Commonwealth will include a reference to such a party) will make payments under the Scheme to the Administrators.
- F It is intended that anything required to be done under this Deed will be done consistently with the Scheme.

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NOW THIS DEED PROVIDES AS FOLLOWS:

1 INTERPRETATION

1.1 Interpretation

In this Deed, except to the extent that the subject or the context otherwise requires:

- 1.1.1 when used in this Deed, any term defined or referred to in the *Air Passenger Ticket Levy (Collection) Act 2001*, or in the Determination, shall, unless the contrary intention appears, have the same meaning as provided under that Act or instrument as the case may be;
- 1.1.2 "Entitlement Payments" means those payments referred to in Part 4 of the Determination;
- 1.1.3 reference to any legislation or to any provision of any legislation shall include 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 shall include the corresponding legislation in such other State or Territory of the Commonwealth of Australia as may be relevant from time to time;
- 1.1.4 words (including words defined in this Deed) denoting the singular number shall include the plural and vice versa;
- 1.1.5 words importing natural persons will (where appropriate) include corporations, firms, unincorporated associations, partnerships, trusts and any other entities recognised by law and vice versa;
- 1.1.6 words denoting any gender shall include all genders;
- 1.1.7 words "written" and "in writing" include any means of visible reproduction of words in a tangible and permanently viable form;
- 1.1.8 references to Clauses, Schedules and Recitals are references to the clauses, schedules and recitals of this Deed;
- 1.1.9 references to parties are references to the parties to this Deed;
- 1.1.10 references to any document or agreement shall be deemed to include references to such document or agreement as novated, supplemented, varied or replaced from time to time.

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ANSETT NETWORK/SCHEDULE PLANNING → 00262767859
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1.2 Headings

The headings in this Deed are for the purpose of more convenient reference only and shall not form part of this Deed or affect its construction or interpretation.

1.3 Business Days

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

1.4 Payments to or by Administrators

A payment made to or by the Administrators pursuant to this Deed is a payment made to or by the Administrators acting on behalf of the eligible company.

2

CONDITION PRECEDENT

2.1 This Deed (other than the provisions of Clauses 2.1 and 2.2) is conditional upon the Federal Court of Australia making an order or direction to the effect that:

2.1.1 the Administrators may properly and justifiably execute this Deed or the terms of this Deed are approved; and

2.1.2 Part 5.3A of the Act is to operate as if it provided that the Entitlement Payments are debts incurred by the Administrators in the performance or exercise of their functions and powers as Administrators and for which the Administrators will not be personally liable to repay unless and to the extent that the Administrators have assets available to them to do so and on the basis that such repayments are to have the priority equal to the priority the Commonwealth would have received, under s.560 of the Act, in any winding up of a company, had it advanced a payment of the kind contemplated by s.560 of the Act.

on or before 10 December 2001 (or such other date as the Administrators and the Commonwealth may agree in writing).

2.2 The parties will use their best endeavours to satisfy the condition precedent in Clause 2.1 including:

2.2.1 the Administrators making prompt application to the Federal Court of Australia; and

2.2.2 making and filing in support of the application any affidavit material reasonably required by any party to this Deed.

2.3 For the avoidance of doubt the Administrators will not be personally liable to repay any amounts to the Commonwealth.

CLIPAS DEKOR

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- 2.4 If the Administrators make a payment to an eligible employee of his or her entitlements where the payment is sourced from a Scheme Payment, the Administrators, the eligible companies and the Commonwealth agree that:
- 2.4.1 In the administration or liquidation of the eligible company or, subject to Clause 2.6, under any Deed of Company Arrangement entered into by that eligible company, the Commonwealth will have a priority equal to the priority the Commonwealth would have received, under s.560 of the Act, in any winding up, had it advanced a payment of the kind contemplated by s.560 of the Act.
- 2.5 If the Administrators decide to recommend that each eligible company enter into a Deed of Company Arrangement, the Deed of Company Arrangement which the Administrators recommend will:
- 2.5.1 seek to "pool" all of the assets and liabilities of the eligible companies, so that for the purposes of the Deed all eligible companies are treated as one company; and
- 2.5.2 otherwise be consistent with the provisions of this Deed (and in particular the incorporation of the priority regime contemplated under sections 556 and 560 of the Corporations Act in the manner provided for in this Deed).
- 2.6 If any eligible companies enters into a Deed of Company Arrangement which incorporates a priority regime other than as contemplated by Clause 2.5.2, then the parties agree that Entitlement Payments received by the Administrators will constitute an expense properly incurred by the Administrators in the administration of the eligible company, and will be afforded a priority equal to the priority the Commonwealth would have received, under s.560 of the Act, in any winding up of a company, had it advanced a payment of the kind contemplated by s.560 of the Act.
- 2.7 The Administrators undertake that they will not recommend to eligible company creditors pursuant to Section 439A(4) of the Corporations Act that it would be in the creditors' interests for the company to execute a Deed of Company Arrangement other than one which contains a payment for the Commonwealth consistent with the terms of this Deed.
- 2.8 The Administrators acknowledge that if a Deed of Company Arrangement is approved that subordinates the Commonwealth's priority to repayment other than in accordance with the terms of this Deed that the Commonwealth will have suffered substantial injustice.

3

PAYMENT IN LIEU OF NOTICE

- 3.1 The Administrators have already paid, and will continue to pay, eligible employees certain payments in lieu of notice in accordance with arrangements agreed to by the Commonwealth on or around 14 October 2001.

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- 3.2 The parties acknowledge that the payments referred to in Clause 3.1 have been made, and will continue to be made in accordance with that agreement.

4 NOTICES

All notices, requests, demands, requisitions, approvals, elections, consents or other communications ("notices") authorised or required to be made to or by a party under or in connection with this Deed shall be in writing and may be given by facsimile or hand to or upon the recipient at the address of such party as follows:

If to the Commonwealth -

Address: Department of Employment, Workplace Relations and Small Business, Canberra

Facsimile: (02) 6276 8889

Attention: Leslie M Riggs

If to the Administrators or the eligible companies -

Address: C/- Andersen, 360 Elizabeth Street, Melbourne

Facsimile: (03) 9286 8400

Attention: Mark Mentha and Mark Korda

cc: Leon Zwier, Arnold Bloch Leibler

Address: Level 21, 333 Collins Street, Melbourne

Facsimile: (03) 9229 9900

or to or at any other address or facsimile number as the recipient may have notified the sender and may be signed by an Authorised Officer of the sender. Any notice is deemed to have been given and received;

- 4.1 if delivered by hand at or before 4.30 p.m. to a party's address on a Business Day on that day, otherwise at 9.30 a.m. on the next Business Day following the day of delivery;

- 4.2 if given by facsimile at or before 4.30 p.m. on a Business Day on the day of transmission, otherwise at 9.30 a.m. on the next Business Day following the day of transmission, in both circumstances only if a complete transmission report is received by the sender.

5 WAIVER

The waiver by any party of a breach or default by any other party of any of the provisions of this Deed shall not be construed as a waiver of any succeeding breach or default of the same or any other provisions of this Deed and shall not impair the exercise of any rights accruing to it under this Deed after that waiver; nor shall any delay or omission on the part of any of the parties to exercise or avail itself of any rights accruing to it under this Deed operate as a waiver of any breach or default by any of the other parties of any of the provisions of this Deed.

CLPAB DEWRB

17/12/01 14:01 FAX +61 2 6121 8562

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6 **GOVERNING LAW**

This Deed shall be governed by and construed in accordance with the laws for the time being in force in the State of Victoria and the parties irrevocably submit to the jurisdiction of the Courts of that State including any Courts having appellate jurisdiction from those Courts.

7 **SUCCESSORS**

The Parties agree that:

- 7.1 any person contracted by the Commonwealth for the purpose of making payments under the Scheme;
- 7.2 any other administrator appointed to any eligible companies company;
- 7.3 any liquidator appointed to any eligible companies company;
- 7.4 any administrator of a Deed of Company Arrangement entered into by any eligible companies company.

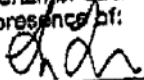
will enjoy the rights and be subject to the obligations under this Deed.

8 **FURTHER ASSURANCES**

- 8.1 Each party must exercise all such powers as are available to it, do all such acts, matters and things and sign, execute and deliver all such documents and instruments as may be necessary or reasonably required to give full force and effect to the provisions of this Deed.

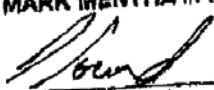
EXECUTED as a Deed.

SIGNED SEALED AND DELIVERED by
MARK MENTHA and MARK KORDA for and
on behalf of each of the eligible companies in
the presence of:


Signature of Witness

LEON ZWIER
Name of Witness (BLOCK LETTERS)

SIGNED SEALED AND DELIVERED by
MARK MENTHA in the presence of:


Signature of Witness

CLFAS

DEWRSB

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Dominic JAN POIND.
Name of Witness (BLOCK LETTERS)

SIGNED SEALED AND DELIVERED by his attorney Mark Korda under power.
MARK KORDA in the presence of:

[Signature]
Signature of Witness

LEON ZWIER
Name of Witness (BLOCK LETTERS)

SIGNED SEALED AND DELIVERED on behalf of the Commonwealth by
DR PETER SHERGOLD AM, SECRETARY OF THE DEPARTMENT OF EMPLOYMENT AND WORKPLACE RELATIONS in the presence of:

[Signature]
Signature of Witness

MICHAEL STYNARD
Name of Witness (BLOCK LETTERS)

[Signature]

[Signature]

CELESTIAL

17/12 01 14:01 FAX +61 2 6121 6582

EXHIBIT 2

SEESA PAYMENTS DEED

18/12/2001

09:39

ANSETT CORPORATE AFFAIRS → 052299603

NO.077

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SEES PTY LIMITED

AND

MARK KORDA AND MARK MENTHA
ADMINISTRATORS OF ANSETT GROUP

SEES ADMINISTRATION AND LOAN AGREEMENT

GDR1218101



solicitors

Level 34
St. Martins Tower
31 Market Street
Sydney NSW 2000
DX 1069 Sydney
Telephone (02) 9265 3000
Facsimile (02) 9261 5910

ADMINISTRATION AND LOAN DEED OF AGREEMENT

THIS Administration and Loan Deed is made the 18th day of December 2001

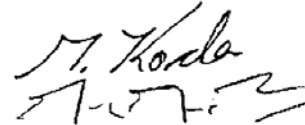
BETWEEN: SEES PTY LTD of Level 3, 31 Market Street, Sydney NSW (ABN 35 098 586 308) ("SEES")

ANSETT HOLDINGS LIMITED (ADMINISTRATORS APPOINTED) (ACN 065 117 535) and each of the other Ansett Group companies listed in the determination made 4 December 2001 pursuant to s.22 of the *Air Passenger Ticket Levy (Collection Act 2001)* ("the Determination") other than Hazelton Airlines Limited, Hazelton Air Charter Pty Ltd and Hazelton Air Services Pty Ltd, C/- Andersen, Level 17, 360 Elizabeth Street, Melbourne, Victoria (collectively "the eligible companies" and separately, "the eligible company")

MARK MENTHA and MARK KORDA as voluntary administrators of each company in the eligible companies C/- Andersen, Level 17, 360 Elizabeth Street, Melbourne, Victoria ("the Administrators")

BACKGROUND

- A. On 17 September 2001 the Administrators were appointed the voluntary administrators of the eligible companies by order of Justice Goldberg in the Federal Court of Australia.
- B. Pursuant to Section 435A of the *Corporations Act 2001*, the Administrators are required to maximise the chances of the Ansett Group businesses remaining in existence or to maximise the return to creditors of the eligible companies, including its employees.
- C. The Commonwealth has, under the Act, established a Special Employee Scheme for eligible companies employees ("the Scheme") and engaged SEES under the DEWR Agreement, as service provider to the Commonwealth, to arrange and manage the provision of funds to the Administrators and eligible companies pursuant to and for the purposes of the Scheme consistently with the Determination and ss 556 and 560 of the *Corporations Act 2001*.
- D. On or about 17 October 2001, the Administrators invited eligible companies' employees to apply for redundancy, and the Administrators have accepted and will continue selectively to accept applications from employees who wish to take a redundancy and may need to terminate employment of others from time to time.
- E. By Application made 3 December 2001 to the Federal Court of Australia in proceeding no 3083 of 2001, the Administrators sought orders and directions from the Court as to the nature of and priority to be accorded to the entitlement payments to be made to eligible employees pursuant to the Scheme. On 14 December 2001,



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- the Honourable Justice Goldberg made orders in proceeding no V3083 of 2001, a copy of which is attached to this Deed as Annexure "A" ("the Court Orders").
- F. This Deed sets out an agreed basis on which the SEES, as service provider to the Commonwealth, will lend money to the Administrators under and for the purposes of the Scheme and pursuant to the Court Orders.
- G. It is intended that anything required to be done under this Deed will be done consistently with the Scheme and the Court Orders.

1 Definitions and Interpretation

- 1.1 In this Deed, unless the subject or context requires otherwise, any term used but not defined in this Deed which is defined or referred to in the Act or in the Determination shall have the same meaning as provided under the Act or the Determination. Otherwise,:

"Act" means the Air Passenger Ticket Levy (Collection) Act 2001;

"Advance" means the advance or advances by way of loan made or to be made under this Deed for the purposes of the Scheme consistently with the Court Orders ;

"Ansett Group" means the group of companies referred to in the Determination as "eligible companies" and **Ansett Company** refers to a company within the Ansett Group;

"Commonwealth" means the Commonwealth of Australia;

"DEWR" the Commonwealth Department of Employment and Workplace Relations or such other government agency or department as may, from time to time, administer this Deed on behalf of the Commonwealth

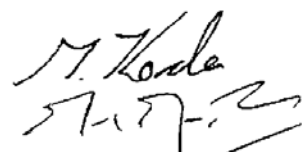
"DEWR Agreement" means the agreement dated about 17 December 2001 between the SEES and the Commonwealth under which DEWR on behalf of the Commonwealth engaged SEES to lend monies to the Administrators for the purpose of the Scheme as part of SEES providing services to the Commonwealth;

"Eligible Employee Payment" means those payments referred to in Part 4 of the Determination

"Minister" means the Minister of the Commonwealth from time to time administering the Scheme;

"Determination" means the determination relating to the Scheme, made by the Minister for Employment, Workplace Relations on 4 December 2001 in accordance with section 22 of the Act or as later altered from time to time;

"Scheme" means the special Employee Entitlements Scheme for Ansett Group's Eligible Employees as is the subject of the Determination;



M. Korda
5-17-02

1.2 In this Deed, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular; and
- (b) words importing a gender include any other gender; and
- (c) words importing persons include a partnership and a body whether corporate or otherwise; and
- (d) clause headings, words capitalised or in bold format and notes in square brackets ("[]") are inserted for convenience only, and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference; and
- (e) all references to clauses are clauses in this Deed; and
- (f) all references to dollars are to Australian dollars and this Deed uses Australian currency; and
- (g) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended; and
- (h) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.3 In the event of any conflict or inconsistency between the terms of this Deed and the Court Orders, the Court Orders take precedence.

2 MAKING OF ADVANCE

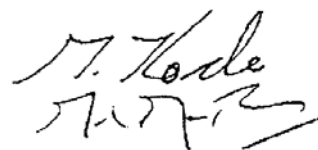
- 2.1 Subject to this Deed upon request in a form and substance acceptable to the Commonwealth SEES will immediately upon the Commonwealth approving the advance of monies lend money to the Administrators to allow payment of Eligible Employee Payments in respect of the Eligible Employees the subject of the request.

4 PROVISION OF INFORMATION

- 4.1 The Administrators acknowledge that they must provide SEES with access and information reasonably required by SEES, as service provider to the Commonwealth, to satisfy its obligations to the Commonwealth and will use their best endeavours to provide the Commonwealth, as a creditor of the Ansett Group, such information as it may from time to time require for the Commonwealth to approve payment / advance of funds under this Deed.

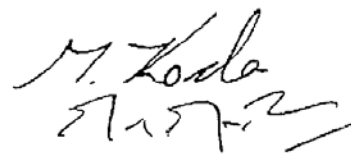
5 INTEREST AND RECOURSE

- 5.1 Interest shall not be payable by the Administrators in respect of the Advance pursuant to this Deed in implementation of the Scheme.



6 REPAYMENT AND PRIORITY

- 6.1 Subject to clause 3 (b) (1) of the Court Orders the Administrators will not be personally liable to repay any amounts to SEES.
- 6.2 The Administrators may from time to time repay to SEES into the account for payment nominated by SEES and approved by its banker all or part of the Advance in accordance with the priority afforded pursuant to the Court Orders.
- 6.3 To the extent the Administrators make a payment to an Eligible Employee of his or her entitlements pursuant to this Deed and the Court Orders, the Administrators and the eligible companies acknowledge that those funds are lent for the purposes of the Scheme and agree with SEES that in the administration or liquidation of any member of the Ansett Group or, subject to Clause 6.5, under any deed of company arrangement entered into by that member of the Ansett Group, SEES will have a priority equal to the priority available under ss.556 and 560 of the *Corporations Act 2001*, in any winding up;
- 6.4 If the Administrators decide to recommend that each member of the Ansett Group enter into a deed of company arrangement, the deed of company arrangement which the Administrators recommend;
- (a) May seek to "pool" all of the assets and liabilities of the eligible companies, so that for the purposes of the deed all eligible companies are treated as one company; and
 - (b) Will otherwise be consistent with the provisions of this Deed (and in particular the incorporation of the priority regime contemplated under sections 556 and 560 of the *Corporations Act* in the manner provided for in arrangements between the Commonwealth and the Administrators and consistently with the Court Orders).
- 6.5 If any eligible companies enters into a Deed of Company Arrangement which incorporates a priority regime other than as contemplated by Clause 6.3 and the Court Orders, then the parties agree that advances for Eligible Entitlement Employee Payments received by the Administrators will constitute an expense properly incurred by the Administrators in the administration of any member of the Ansett Group, and will be afforded a priority equal to the priority SEES would have received, under ss. 566 and 560 of the *Corporations Act 2001*, in any winding up of a company.
- 6.6 The Administrators will not recommend to any Ansett Group company creditors pursuant to Section 439A(4) of the *Corporations Act 2001* that it would be in the creditors' interests for the company to execute a deed of company arrangement other than one which contains provision for payment consistent with the terms of this Deed and the Court Orders.
- 6.7 The Administrators acknowledge that, if a deed of company arrangement is approved that subordinates the SEES' priority to repayment other than in accordance with the terms of this Deed and the Court Orders, SEES will have suffered substantial injustice.



M. Loda
21/12/01

7. NOTICES

All notices, requests, demands, consents, approvals, agreements or other communications to or by a party to this Deed shall be in writing addressed to the address of the recipient shown in this Deed or to any other address it may have notified the sender and be deemed to be duly given or made when delivered (by mail, facsimile transmission or hand delivery) at that address.

8. GOVERNING LAW AND JURISDICTION

This Deed is governed by the laws of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of its courts.

9. FURTHER ASSURANCES

Each party must exercise all such powers as are available to it, do all such acts, matters and things and sign, execute and deliver all such documents and instruments as may be necessary or reasonably required to give full force and effect to the provisions of this Deed.

IN WITNESS the parties have executed this Deed of Agreement

EXECUTED as a Deed.

SIGNED SEALED AND DELIVERED by)
MARK MENTHA and **MARK KORDA** for)
and on behalf of each of the eligible)
companies in the presence of:



Signature of Witness

LEON ZWIAK

Name of Witness (BLOCK LETTERS)




SIGNED SEALED AND DELIVERED by)
MARK MENTHA in the presence of:)



Signature of Witness

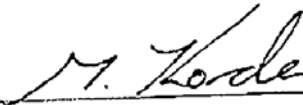
LEON ZWIAK

Name of Witness (BLOCK LETTERS)



- 6 -

SIGNED SEALED AND DELIVERED by)
MARK KORDA in the presence of:)
)



Signature of Witness

LEON ZWIER.

Name of Witness (BLOCK LETTERS)

EXECUTED for and on behalf of)
SEES PTY LIMITED)
in accordance with its Constitution)
and section 127 of the Corporations)
Act 2001)

18/12/2001

09:39

ANSETT CORPORATE AFFAIRS → 092299603

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Annexure A

Court Orders

IN THE FEDERAL COURT OF AUSTRALIA
VICTORIA DISTRICT REGISTRY

V 3083 of 2001

IN THE MATTER OF:

ANSETT AUSTRALIA LIMITED
(ACN 004 209 410) & ORS
(All Administrators Appointed)
(see attached Schedule)

AND

MARK FRANCIS XAVIER MENTHA and
MARK ANTHONY KORDA
(As Administrators)

Plaintiffs

ORDER

JUDGE: GOLDBERG J
DATE: 14 DECEMBER 2001
PLACE: MELBOURNE

THE COURT ORDERS THAT:

1. Pursuant to s 447A of the *Corporations Act* 2001 (Cth) ("the Act"), Pt 5.3A of the Act is to operate in relation to each of the companies set out in the schedule to this order as if s 443A(1)(a) provided that:
 - (a) entitlement payments made to the plaintiff administrators ("the administrators") pursuant to a Determination dated 4 December 2001 by the Minister for Employment and Workplace Relations under s 22(1) of the *Air Passenger Ticket Levy (Collection) Act* 2001 (Cth), which is Exhibit "LZ-2" to the Affidavit of Leon Zwier sworn 10 December 2001, are debts incurred by the administrators in the performance and exercise of their functions and powers as administrators of each of the said companies for services rendered;
 - (b) Notwithstanding sub-par (a):
 - (i) if the administrators' indemnity under s 443D of the Act is insufficient to meet any such debt, the administrators will not be personally liable to repay such debt to the extent of that insufficiency;
- to the repayment of such debts to the Commonwealth of Australia the entity making the entitlement payments, the debts are given the same priority in the payment of any debts of the applicable company during the administration of the applicable company as if the applicable company had been in liquidation and the debts had the priority governed and provided for under ss 556 and 560 of the Act.



2. Pursuant to s 447A of the Act, s 447D(1) of the Act is to operate in relation to the said companies so that in an application by the administrators for directions pursuant to s 447D(1) in relation to a deed proposed to be executed by the administrators and the Commonwealth of Australia ("the Deed"), the Court may give a direction that the administrators may properly and justifiably execute and give effect to the Deed insofar as it includes provisions substantially in the form of the provisions set out in par 3 hereof.
3. Pursuant to s 447D(1) of the Act, as it operates in accordance with par 2 of this order, the Court directs that the administrators may properly and justifiably execute and give effect to the Deed insofar as it includes provisions substantially in the form of the following provisions:
 - (a) entitlement payments made pursuant to the Determination dated 4 December 2001 under s 22(1) of the *Air Passenger Ticket Levy (Collection) Act* 2001 (Cth), which is Exhibit "LZ-2" to the Affidavit of Leon Zwier sworn 10 December 2001, are debts incurred by the administrators in the performance and exercise of their functions and powers as administrators of each of the said companies for services rendered;
 - (b) Notwithstanding sub-par (a):
 - (i) if the administrators' indemnity under s 443D of the Act is insufficient to meet any such debt, the administrators will not be personally liable to repay such debt to the extent of that insufficiency;
 - (ii) as to the repayment of such debts to the Commonwealth of Australia or the entity making the entitlement payments, the debts are given the same priority in the payment of any debts of the applicable company during the administration of the applicable company as if the applicable company had been in liquidation and the priority had been governed and provided for under ss 556 and 560 of the Act.
 - (c) If the administrators decide to recommend that each of the said companies enter into a deed of company arrangement, the deed of company arrangement which the administrators recommend will be consistent with the incorporation of the priority regime provided for under ss 556 and 560 of the Act;
 - (d) If any of the said companies enters into a deed of company arrangement which incorporates a priority regime other than as provided by sub-par (c), then entitlement payments received by the administrators will constitute an expense properly incurred by the administrators in the administration of such company for services rendered and will be afforded nonetheless by force of the order of the Federal Court of Australia on 14 December 2001 a priority equal to the priority the Commonwealth of Australia or the entity making the entitlement payments would have received under s 560 of the Act in any winding up of the company had it advanced a payment of the kind contemplated by s 560 of the



- (e) The administrators will not express the opinion to the creditors of the said companies pursuant to s 439A(4) of the Act or recommend to them that it would be in the creditors' interests for the company to execute a deed of company arrangement other than one which provides for repayment to the Commonwealth of Australia or the said entity consistently with sub-pars (a)-(d).
4. The costs of the administrators, the Commonwealth of Australia, the ACTU and other relevant Unions and the Trustees of the Ansett Australia Ground Staff Superannuation Plan Pty Ltd, Ansett Australia Pilots/Management Superannuation Plan Pty Ltd, Ansett Australia Accumulation Payment Pty Ltd and Ansett Flight Attendants Superannuation Plan Pty Ltd be costs in the administration of the said companies.

Date entered: 14 December 2001



SCHEDULE

Ansett Australia Limited (ACN 004 209 410)
501 Swanston Street Pty Ltd (ACN 005 477 618)
Aeropelican Air Services Pty Ltd (ACN 000 653 083)
Airport Terminals Pty Ltd (ACN 053 976 444)
Aldong Services Pty Limited (ACN 000 258 113)
Ansett Aircraft Finance Limited (ACN 008 643 276)
Ansett Australia Holdings Limited (ACN 004 216 291)
Ansett Aviation Equipment Pty Ltd (ACN 008 559 733)
Ansett Carts Pty Limited (ACN 055 181 215)
Ansett Equipment Finance Limited (ACN 006 827 989)
Ansett Finance Limited (ACN 006 555 166)
Ansett Holdings Limited (ACN 065 117 535)
Ansett International Limited (ACN 060 622 460)
Ansett Australia and Air New Zealand Engineering Services Ltd (ACN 089 520 696)
Bodas Pty Ltd (ACN 002 158 741)
Brazson Pty Limited (ACN 055 259 008)
Eastwest Airlines (Operations) Ltd (ACN 000 259 469)
Eastwest Airlines Limited (ACN 000 063 972)
Kendell Airlines (Aust) Pty Ltd (ACN 000 579 680)
Moraal Pty Ltd (ACN 003 286 440)
Northern Airlines Limited (ACN 009 607 069)
Northern Territory Aerial Work Pty Limited (ACN 009 611 321)
Rock-it-Cargo (Aust) Pty Ltd (ACN 003 004 126)
Show Group Pty Ltd (ACN 002 968 989)
Skywest Airlines Pty Ltd (ACN 008 997 662)
Skywest Aviation Limited (ACN 004 444 866)
Skywest Holdings Pty Ltd (ACN 008 905 646)
Skywest Jet Charter Pty Ltd (ACN 008 800 155)
South Centre Maintenance Pty Ltd (ACN 007 286 660)
Spaca Pty Ltd (ACN 006 773 593)
Traveland International (Aust) Pty Limited (ACN 000 275 936)
Traveland International Pty Limited (ACN 002 275 936)



Traveland New Staff Pty Ltd (ACN 080 739 037)
Traveland Pty Limited (ACN 000 240 746)
Walgali Pty Ltd (ACN 005 258 921)
Westintech Limited (ACN 009 084 039)
Westintech Nominees Pty Ltd (ACN 009 302 158)
Whitsunday Affairs Pty Ltd (ACN 009 694 553)
Whitsunday Harbour Pty Limited (ACN 010 375 470)
Wridgway Holdings Limited (ACN 004 449 085)
Wridgways (Vic) Pty Ltd (ACN 004 153 413)
(All Administrators Appointed)



EXHIBIT 3

**STATEMENT OF CLAIM IN VICTORIAN SUPREME COURT
PROCEEDING NO. 2115/01**

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL AND EQUITY DIVISION
COMMERCIAL LIST

F. 5382
BETWEEN:

No. 2115 of 2001

ANSETT AUSTRALIA GROUND STAFF SUPERANNUATION PLAN PTY LTD
(ACN 065 590 178) (as trustee of the Ansett Australia Ground Staff Superannuation Plan) and **ANSETT AUSTRALIA PILOTS/MANAGEMENT SUPERANNUATION PLAN PTY LTD** (ACN 065 590 043) (as trustee of the Ansett Transport Industries Limited Pilots/Management Superannuation Plan)

Plaintiffs

and

ANSETT AUSTRALIA LIMITED (Administrators Appointed) (ACN 004 209 410) AND OTHERS ACCORDING TO THE SCHEDULE ATTACHED

Defendants

SECOND AMENDED ORIGINATING MOTION BETWEEN PARTIES
Amended pursuant to the order of the Honourable Justice Warren made on 15 March 2002

Date of document:
Filed on behalf of:

21 March 2002
The plaintiffs

Prepared by:
DEACONS
Lawyers
385 Bourke Street
MELBOURNE VIC 3000

Solicitors code: 370
DX 445
Tel: (03) 8686 6000
Ref: P E Cash

TO THE DEFENDANTS:

TAKE NOTICE that this proceeding by originating motion has been brought against you by the plaintiffs for the relief or remedy set out below.

IF YOU INTEND TO DEFEND the proceeding you must attend before the Court at the time and place named in the summons served with this originating motion.

FILED

A handwritten signature in black ink, appearing to be a stylized 'Z' or '8'.

Prothonotary

THIS ORIGINATING MOTION is to be served within 1 year from the date it is filed or within such further period as the Court orders.

The plaintiffs' claim is annexed to this originating motion

REMEDIES AND RELIEF SOUGHT BY THE PLAINTIFFS

The plaintiffs seek the following remedies and relief:

Answers to the following questions, declarations and orders.

1.

- (a) Have there been retrenchments of members for the purposes of the Ansett Australia Ground Staff Superannuation Plan so as to entitle them to retrenchment benefits under Rule 1.13 of the First Schedule to the said Plan's Trust Deed dated 17 August 1999 made between the first defendant ("Ansett") and Ansett Ground Staff Superannuation Plan Pty Ltd, pursuant to letters dated 17 October 2001 and 9 November 2001 sent by the second defendants ("Administrators") to employees of Ansett who are members of the said Plan?

- (b) Have there similarly been retrenchments mutatis mutandis of all other members of the said Plan who have ceased service with Ansett on account of redundancy at all other times since 13 September 2001, other than pursuant to the said letters?

2.

- (a) Have there been retrenchments of members for the purposes of the Ansett Transport Industries Limited Pilots/ Management Superannuation Plan so as to entitle them to retrenchment benefits under Rule 1.11(a) of Schedule 1 or Rule 2.12(1) of Schedule 2 to the said Plan's Trust Deed Dated 10 April 1991 made by Ansett (as amended), pursuant to letters dated 17 October 2001 and 9 November 2001 sent by the Administrators to employees of Ansett who are members of the said Plan?

- (b) Have there similarly been retrenchments mutatis mutandis of all other members of the said Plan who have ceased service with Ansett on account of redundancy at all other times since 13 September 2001, other than pursuant to the said letters?

~~3. Have there been retrenchments of members for the purposes of the Ansett Transport Industries Limited Flight Engineers Superannuation Plan so as to entitle them to retrenchment benefits under Rule 1.12(1)(a) of Schedule 1 to the said Plan's Trust Deed dated 15 September 1992 made between Ansett and Ansett Flight Engineers Superannuation Plan Pty Ltd (as amended), pursuant to letters dated 17 October 2001 and 9~~

~~November 2001 sent by the Administrators to employees of Ansett who are members of the said Plan?~~

4. Are the Administrators:

(a) entitled; or

(b) obliged

- (i) to give any necessary declaration under the Ansett Australia Ground Staff Superannuation Plan so as to entitle members to retrenchment benefits under Rule 1.13 of the First Schedule to the Plan's Trust Deed dated 17 August 1999, pursuant to letters dated 17 October 2001 and 9 November 2001 sent by the Administrators to employees of Ansett who are members of the said Plan?
- (ii) to give any necessary declaration as aforesaid in respect of all other members of the said Plan who have ceased service with Ansett on account of redundancy at all other times since 13 September 2001, other than pursuant to the said letters?

5. Are the Administrators:

(a) entitled; or

(b) obliged

- (i) to give any necessary declarations under the Ansett Transport Industries Limited Pilots/Management Superannuation Plan so as to entitle members to retrenchment benefits under Rule 1.11(a) of Schedule 1 or Rule 2.12(1) of Schedule 2 to the Plan's Trust Deed dated 10 April 1991 pursuant to letters dated 17 October 2001 and 9 November 2001 sent by the Administrators to employees of Ansett who are members of the said Plan?
- (ii) to give any necessary declarations as aforesaid in respect of all other members of the said Plan who have ceased service with Ansett on account of redundancy at all other times since 13 September 2001, other than pursuant to the said letters?

~~6. Are the Administrators:~~

~~(a) entitled; or~~

~~(b) obliged~~

~~to give any necessary declaration under the Ansett Transport Industries Limited Flight Engineers Superannuation Plan so as to entitle members to retrenchment benefits under Rule 1.12(1)(a) of Schedule 1 to the Plan's Trust Deed dated 15 September 1992, pursuant to letters dated 17 October 2001 and 9 November 2001 sent by the Administrators to employees of Ansett who are members of the said Plan?~~

7.

- (a) Are the plaintiffs each entitled to determine as Trustee under their respective said Plans that the said members who received the said letters are entitled to receive retrenchment benefits as described above?
- (b) Are the plaintiffs each entitled to determine as Trustee under their respective said Plans that the said members who ceased service with Ansett on account of redundancy at all other times since 13 September 2001, other than pursuant to the said letters, are entitled to receive retrenchment benefits as described above?

8.

- (a) A declaration by the Court itself of a reduction of staff for the purposes of the Rules of the Ansett Australia Ground Staff Superannuation Plan so as to entitle those members of the Defined Benefit Section whose service ceased pursuant to the said letters of 17 October 2001 and 9 November 2001 to retrenchment benefits under Rule 1.13 of the First Schedule.
- (b) A declaration as aforesaid in respect of all other members of the Defined Benefit Section who ceased service with Ansett on account of redundancy at all other times since 13 September 2001, other than pursuant to the said letters.

9.

- (a) A declaration by the Court itself for the purposes of the Rules of the Defined Benefit Section for Pilots in the Ansett Australia Transport Industries Limited Pilots/Management Superannuation Plan, in relation to members who ceased service pursuant to the said letters of 17 October 2001 and 9 November 2001, as follows:
 - (i) a declaration by the Court of a reduction of staff for the purposes of the said Rules;

- (ii) a declaration by the Court for the purposes of the said Rules that the members ceased to be in their Employer's Service on account of retrenchment as the result of a re-organization or re-arrangement of staff for business policy reasons.

- (b) Declarations as aforesaid in respect of all other members of the Defined Benefit Section for Pilots who ceased service with Ansett on account of redundancy at all other times since 13 September 2001, other than pursuant to the said letters.

10.

- (a) A declaration by the Court itself of a reduction of staff for the purposes of the Rules of the Defined Benefit Section of the Ansett Australia Transport Industries Limited Pilots/Management Superannuation Plan for Executive Managers, in relation to members who ceased service pursuant to the said letters of 17 October 2001 and 9 November 2001.
- (b) A declaration as aforesaid in respect of all other members of the Defined Benefit Section for Executive Managers who ceased service with Ansett on account of redundancy at all other times since 13 September 2001, other than pursuant to the said letters.

~~11. A declaration by the Court itself of a reduction of staff as a result of a re-organization or re-arrangement of staff for business policy reasons for the purposes of the Rules of the Defined Benefit Section of the Ansett Transport Industries Limited Flight Engineers Superannuation Plan, in relation to members who ceased service pursuant to the said letters of 17 October 2001 and 9 November 2001.~~

11A Is Regulation 7(c) of the Regulations for the Ansett Transport Industries Ltd Pilots' Superannuation Plan comprised in the Deed made 9 July 1973 by Ansett Transport Industries (Operations) Proprietary Limited now valid and in force for the purposes of the Defined Benefit Section for Pilots of the Ansett Transport Industries Limited Pilots/Management Superannuation Plan?

12. Declarations as to whether Ansett is obliged to make further contributions, and if so what further contributions, to:

- (a) the Ansett Australia Ground Staff Superannuation Plan;

- (b) the Ansett Australia Transport Industries Limited Pilots/Management Superannuation Plan.

13. In the event that Ansett is not under any obligation to make further contributions to the said Plans:

- (a) does it have a power to make further contributions?
- (b) is that power exercisable by the Administrators?
- (c) can the Court compel any such power under (a) or (b) to be exercised?
- (d) can the Court compel the power to be exercised in a particular way?
- (e) can the Court exercise such a power itself?
- (f) if the answer to (c) and (d) is yes, an order compelling the exercise of such power so as adequately to fund the payment of benefit entitlements under the said Plans, as required.
- (g) if the answer to (e) is yes, an order exercising the power so as adequately to fund the payment of benefit entitlements under the said Plans, as required.

14. Declarations as to whether any such further contribution is a superannuation contribution within the meaning of section 556(1)(e) of the Corporations Act 2001, in relation to:

- (a) the Ansett Australia Ground Staff Superannuation Plan;
- (b) the Ansett Australia Transport Industries Limited Pilots/Management Superannuation Plan.

~~15. Leave to bring this proceeding under section 440D of the Corporations Act 2001.~~

~~16. An order appointing a person as the third defendant to represent all members of the said Plans who received letters dated 17 October and 9 November 2001 from the Administrators.~~

~~17. An order appointing a person as the fourth defendant to represent all members of the said Plan who did not receive letters dated 17 October and 9 November 2001 from the Administrators.~~

IN THE FEDERAL COURT OF AUSTRALIA
VICTORIA DISTRICT REGISTRY

V 3083 of 2001

IN THE MATTER OF:

ANSETT AUSTRALIA LIMITED
(ACN 004 209 410) & ORS
(All Administrators Appointed)
(see attached Schedule)

AND

MARK FRANCIS XAVIER MENTHA and
MARK ANTHONY KORDA
(As Administrators)

Plaintiffs

ORDER

JUDGE: GOLDBERG J
DATE: 14 DECEMBER 2001
PLACE: MELBOURNE

THE COURT ORDERS THAT:

1. Pursuant to s 447A of the *Corporations Act* 2001 (Cth) ("the Act"), Pt 5.3A of the Act is to operate in relation to each of the companies set out in the schedule to this order as if s 443A(1)(a) provided that:
 - (a) entitlement payments made to the plaintiff administrators ("the administrators") pursuant to a Determination dated 4 December 2001 by the Minister for Employment and Workplace Relations under s 22(1) of the *Air Passenger Ticket Levy (Collection) Act* 2001 (Cth), which is Exhibit "LZ-2" to the Affidavit of Leon Zwier sworn 10 December 2001, are debts incurred by the administrators in the performance and exercise of their functions and powers as administrators of each of the said companies for services rendered;
 - (b) Notwithstanding sub-par (a):
 - (i) if the administrators' indemnity under s 443D of the Act is insufficient to meet any such debt, the administrators will not be personally liable to repay such debt to the extent of that insufficiency;
- to the repayment of such debts to the Commonwealth of Australia the entity making the entitlement payments, the debts are given the same priority in the payment of any debts of the applicable company during the administration of the applicable company as if the applicable company had been in liquidation and the debts had the priority governed and provided for under ss 556 and 560 of the Act.



1. Place of trial: Melbourne
2. This originating motion was filed for the plaintiffs by Deacons, solicitors, of 385 Bourke Street, Melbourne, Victoria.
3. The address of the plaintiffs is ~~Level 17, 501 Swanston Street~~, 333 Collins Street, Melbourne, Victoria.
4. The address for service of the plaintiffs is c/- their solicitors, Deacons of 385 Bourke Street, Melbourne, Victoria.
5. The addresses of the defendants are:
First defendant: 501 Swanston Street, Melbourne, Victoria.
Second defendants: Level 35, The Tower, Melbourne Central, 360 Elizabeth Street, Melbourne, Victoria.
Third defendant: 40 Trethowan Avenue, West Melton, Victoria.
Fourth defendant: 4 Fortescue Avenue, Seaford, Victoria.

SCHEDULE OF PARTIES

Ansett Australia Ground Staff Superannuation Plan Pty Ltd
(ACN 065 590 178) (as trustee of the Ansett Australia Ground Staff
Superannuation Plan) First plaintiff

Ansett Australia Pilots/Management Superannuation Plan
Pty Ltd (ACN 065 590 043) (as trustee of the Ansett Transport Industries
Limited Pilots/Management Superannuation Plan) Second plaintiff

~~Ansett Australia Flight Engineers' Superannuation Plan
Pty Ltd (ACN 065 589 979) (as trustee of the Ansett Transport Industries
Limited Pilots/Management Superannuation Plan) Third plaintiff~~

Ansett Australia Limited (Administrators Appointed) (ACN 004 209 410) First defendant

Mark Francis Xavier Mentha and Mark Anthony Korda Second defendants

Russell Thomas Booth Third defendant

James Herbert Hennessy Fourth defendant

DATED 21 March 2002



.....
Solicitors for the plaintiffs

EXHIBIT 4
AIR NEW ZEALAND MOU

Ansett Group

Mark Korda and Mark Mentha as Voluntary Administrators

Michael Humphris as Voluntary Administrator

Air New Zealand Group

The Directors

MEMORANDUM OF UNDERSTANDING

Arnold Bloch Leibler
Lawyers and Advisers
Level 21
333 Collins Street
Melbourne Vic 3000
Australia
Ref: Ross Paterson / Leon Zwier

Andersens
Level 13
The Tower
360 Elizabeth Street
Melbourne Vic 3000
Australia

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made the 3rd day of October 2001 by and between :-

Parties

- A The Ansett Group comprising Ansett Holdings Limited, Ansett Australia Ltd, Ansett International Limited and all of their respective subsidiaries (including the Hazelton companies being Hazelton Air Services Pty Ltd, Hazelton Airlines Ltd and Hazelton Air Charter Pty Ltd) to which administrators have been appointed as set out in Schedule A ("the Ansett Group").
- B Mark Korda and Mark Mentha as the Voluntary Administrators of the Ansett Group other than the Hazelton companies ("Voluntary Administrators").
- C Michael Humphris as the Voluntary Administrator of the Hazelton companies ("the Hazelton Voluntary Administrator").
- D Air New Zealand Limited and its subsidiaries, other than the Ansett Group, as set out in Schedule B ("Air New Zealand Group").
- E Each person who is, or was at any time since Air New Zealand Ltd acquired full ownership of the Ansett Group a Director or Secretary of any company in the Air New Zealand Group or the Ansett Group as set out in Schedule C (together called "the Directors").

The parties to this Memorandum of Understanding have agreed as follows :-

Binding Agreement

- 1 It is the express intention of the parties that this Memorandum of Understanding 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 either the Voluntary Administrators or the Air New Zealand Group, the Memorandum of Understanding will be engrossed in more perfectly drafted documentation which the parties will and hereby agree to execute.



- 2 It is agreed that if any dispute arises between the parties regarding any suggested omission or uncertainty in the terms of this Memorandum of Understanding or if there is any dispute between the parties in the course of the preparation of the more perfectly drafted documentation regarding the form or substance of such documentation the same will be submitted to Frank Costigan Q.C. ("the Mediator") for summary determination acting as an expert and not as an arbitrator.
- 3 The parties agree to accept such determination as final and binding and to execute such further documentation as will carry into effect such determination.

Appointment of Mediator

- 4 The parties will enter into an agreement with the Mediator in such form as the Mediator may reasonably require to ensure that the Mediator will be paid for professional services to be provided and protected from any claims.

Further Documents

- 5 If necessary or reasonably required by the Voluntary Administrators or the Air New Zealand Group, the parties will use their best endeavours to enter into further legally binding documentation consistent with the principles of this Memorandum of Understanding as soon as practicable ("the Proposed Agreement").

Conditions Precedent

- 6 The Memorandum of Understanding (other than Clauses 1, 2, 3, 4, 5, 6, 7, 8, 16, 17, 20, 27, 28, 29, 30, 31 and 32) will be wholly conditional upon ("the Conditions Precedent"):
- 6.1 the Federal Court of Australia approving the terms of this Memorandum of Understanding or making orders or directions to the same effect on or before 12 October 2001 or such other date as all the parties may agree in writing; and



- 6.2 the consent or non-opposition of the Committee of Creditors being obtained on or before 5 October 2001 in accordance with Clause 16; and
- 6.3 approval by end of 3 October 2001 (NZ time) by the New Zealand Government of the terms of an agreement between the New Zealand Government and Air New Zealand Ltd providing for the payment referred to in Clause 9 hereof; and
- 6.4 on or before 4 October 2001, the provision to the Voluntary Administrators, of an indemnity (on terms acceptable to the Voluntary Administrators) from the New Zealand Government to cover any requirement for any of the Voluntary Administrators to repay or otherwise disgorge all or any part of the payment of the AUD150M referred to in Clause 9, in the event of the insolvency or statutory management of any company in the Air New Zealand Group.

Obligation to fulfil Conditions Precedent


- 7 The parties will use their best endeavours to fulfil the Conditions Precedent before the dates referred to in Clause 6. If any Conditions Precedent are not satisfied, this Memorandum of Understanding will automatically terminate.

Service of Federal Court Documents

- 8 The Voluntary Administrators will serve a copy of the Federal Court Application and non-confidential supporting Affidavits on key stakeholders, including priority creditor representatives, lessor creditor representatives, the Committee of Creditors and others.

Payment of AUD150M from New Zealand Government (on behalf of the Air New Zealand Group)

- 9 The Air New Zealand Group and the Directors will procure the New Zealand Government to pay (on behalf of the Air New Zealand Group) to the Voluntary Administrators AUD150M net of all New Zealand taxes (including GST) within one (1) business day of the fulfilment of the Conditions



Precedent, such payment to be made in a manner reasonably required by the Voluntary Administrators so that it is not required to be disgorged on any insolvency or statutory management of any company in the Air New Zealand Group.


- 10 If the New Zealand Government fails to pay AUD150M in accordance with Clause 9 this Memorandum of Understanding is automatically terminated.

Air New Zealand Group waives all claims

- 11 In consideration of the release in Clause 12, the Air New Zealand Group and the Directors will not prove in the administration or liquidation of the Ansett Group and waive all entitlements to be repaid funds advanced, outstanding trade debts or any other money owed whatsoever arising, accruing or falling due prior to the date of fulfilment of the Conditions Precedent (but excluding any claim for unreturned aircraft assets as referred to in Clause 24). As at the date hereof, the Air New Zealand Group claim that the amount owing to the Air New Zealand Group from the Ansett Group is AUD160,389,090 as set out in Schedule D together with other amounts relating to the payment of wages and salaries.

Release of Letter of Comfort claim

- 12 In consideration of the payment in Clause 9 and the agreement not to prove and waiver in accordance with Clause 11, the Voluntary Administrators, the Hazelton Voluntary Administrator and the Ansett Group will accept the payment in Clause 9 and the agreement not to prove and waiver in accordance with Clause 11 in full satisfaction of any outstanding liability or rights under the Letter of Comfort dated 8 August 2001 from Air New Zealand Limited to the Ansett Group and, subject to receipt of the payment in Clause 9, the Voluntary Administrators, the Hazelton Voluntary Administrator and the Ansett Group release the Air New Zealand Group and all of the Directors from all actions, claims and demands arising out of and/or relating directly or indirectly to the Letter of Comfort, whether or not the Voluntary Administrators, the Hazelton Voluntary Administrator or any



company in the Ansett Group are presently aware of the existence of such action, claim or demand. Nothing in Clause 22 shall apply to this Clause.

- 12A For the avoidance of doubt, upon payment of AUD150M in accordance with Clause 9, the Ansett Group will have no claims against the Air New Zealand Group and the Directors arising out of and/or relating directly or indirectly to the Letter of Comfort.

Conditional Release of Directors

- 13 Subject to Clause 22 and to receipt of the payment referred to in Clause 9, the Ansett Group, the Voluntary Administrators and the Hazelton Voluntary Administrator release the Air New Zealand Group, and all of the Directors from all actions, claims and demands arising out of and/or relating directly or indirectly to:

- 13.1 the management or affairs of the Ansett Group;
- 13.2 any claims arising at common law, in equity or pursuant to statute including but not limited to the Corporations Act, the Corporations Law and the Trade Practices Act;
- 13.3 any claims arising in the administration of the Ansett Group;
- 13.4 any transactions or dealings between any company in the Ansett Group and any company in the Air New Zealand Group

in all cases whether or not any company in the Ansett Group or the Voluntary Administrators are presently aware of the existence of such action, claim or demand.

This release does not operate to prevent or in any way hinder the return to the owner of aircraft assets or documents as contemplated by Clause 24.

Release of Ansett Group

- 14 Subject to receipt of the payment referred to in Clause 9, the Air New Zealand Group and each of the Directors release the Ansett Group, the Voluntary Administrators and the Hazelton Voluntary Administrator from all

actions, claims and demands whatsoever which any of them may have on any account whatsoever, including any loans which may be owing.

This release does not operate to prevent or in any way hinder the return to the owner of aircraft assets or documents as contemplated by Clause 24.

Ongoing Business Relationships

- 15 The Air New Zealand Group will enter into other agreements on reasonable commercial terms with the Ansett Group (or any new company established for the purposes of carrying on, inter alia, the former business of the Ansett Group) so as to provide preferred partner status, and access to all intellectual property reasonably required by the Voluntary Administrators or the Hazelton Voluntary Administrator to carry on the business of an airline using the Ansett brand, provided there is no detriment to the Air New Zealand Group.

Committee of Creditors to consider Memorandum of Understanding

- 16 The Voluntary Administrators and Hazelton Voluntary Administrator will, as soon as practicable, meet with the Committee of Creditors and seek from them (by a majority vote) their consent to the orders or directions to be sought or no opposition to the said orders or directions.

If the Committee of Creditors refuses to do so on or before 5 October 2001 then this Memorandum of Understanding will be at an end and no party will have any further obligation under this Memorandum of Understanding.

Access to financial information

- 17 The Air New Zealand Group and the Directors will provide, on a confidential basis, to the Voluntary Administrators and the Hazelton Voluntary Administrator such information and documents as the Voluntary Administrators may reasonably require to confirm the information as to the financial position of the Air New Zealand Group as at 31 August 2001, and as projected to 31 December 2001 or on such other dates as the Voluntary Administrators may reasonably require provided that the costs of doing so will be borne by the Voluntary Administrators. All requests for information



and documents must be made by the Voluntary Administrators and the Hazelton Voluntary Administrator within the period of 60 days of the date of this Memorandum of Understanding.

Deed of Company Arrangement

- 18 The Voluntary Administrators will take all reasonable steps to propose and recommend (as the case may be) that each company in the Ansett Group enters into a Deed of Company Arrangement which will:

- 18.1 acknowledge and incorporate the terms of the Memorandum of Understanding or if in existence the Proposed Agreement; and
- 18.2 seek to "pool" all of the assets and liabilities of the Ansett Group so that for the purposes of the Deed all Ansett Group companies are treated as one company.

- 19 If the Hazelton Voluntary Administrator recommends to creditors that the Hazelton Companies enter into a Deed of Company Arrangement, the Deed of Company Arrangement which the Hazelton Voluntary Administrator recommends will acknowledge and incorporate the terms of the Memorandum of Understanding or if in existence the Proposed Agreement.

For the avoidance of doubt, the validity and enforceability of the provisions of Clauses 12, 12A and 13 of this Memorandum of Understanding will not be affected if no Deed of Company Arrangement is executed or performed.

Memorandum of Understanding without prejudice to ASIC

- 20 The parties acknowledge that this Memorandum of Understanding does not affect any rights or powers of or causes of action ASIC may directly or indirectly have in relation to any party hereto. This acknowledgement by the Air New Zealand Group and the Directors is not to be taken as an admission that any of them may have engaged in conduct which would give rise to rights, powers or causes of action being available to ASIC.



S.I.A.

- 21 The parties will use all reasonable endeavours to encourage and promote the participation of Singapore Airlines Limited (SIA) in the management of a new restructured Ansett business (which may extend to equity involvement) in any way which SIA and the Voluntary Administrators deem appropriate.

Representations and warranties by the Directors

- 22 The Directors severally represent and warrant that:
- 22.1 they have not acted other than in good faith and for a proper purpose (within the meaning of Section 181 of the Corporations Act 2001) or Recklessly in the management or affairs of the Ansett Group; and
 - 22.2 they have not acted in a manner in relation to the Ansett Group which would constitute a breach of Section 184 of the Corporations Act 2001; and
 - 22.3 all statements made by any of the Directors or their or the Air New Zealand's Group's experts or advisers in any Affidavits filed in support of the Federal Court Application will be true in all material respects and not misleading,

(collectively "the Representations and Warranties").

The release in Clause 13 will not operate if, in any proceedings commenced by the Voluntary Administrators or the Ansett Group against the Air New Zealand Group or the Directors arising out of:

- 22.4 a breach of any of the Representations and Warranties; or
- 22.5 any action or omission by any of the Directors or the Air New Zealand Group which was not in good faith and for a proper purpose (within the meaning of Section 181 of the Corporation Act 2001) or was Reckless or which would constitute a breach of Section 184 of the Corporations Act 2001,

the Court determines that any of the Representations and Warranties are materially incorrect. For the avoidance of doubt, the release in Clause 13, does not prevent the Voluntary Administrators or the Ansett Group from commencing any proceedings against the Air New Zealand Group or the Directors in respect of the matters referred to in Clauses 22.4 or 22.5, nor does it prevent the Directors and the Air New Zealand Group from defending those proceedings and contending that the release in Clause 13 is effective on the ground that there has been no breach as referred to in Clause 22.4 and that there had been no action, omission, Recklessness, or breach as referred to in Clause 22.5.

For the purposes of this Clause, "Recklessly" means an act or omission of the Directors or the Air New Zealand Group which was taken or omitted to be taken (as the case may be) without regard to its consequences.

Employee Entitlements

- 23 The Voluntary Administrators will use their best endeavours to ensure that the priority creditors are paid all of their entitlements in full.

Return of Aircraft parts

- 24 The Voluntary Administrators, the Hazeiton Voluntary Administrator and the Air New Zealand Group agree to co-operate with each other in identifying and arranging for the prompt return of aircraft assets and any documents belonging to each other. The parties further agree that any assets jointly owned by two or more of the parties will be dealt with by further negotiation in good faith or, if required, mediation.

No admission of liability by Air New Zealand Group

- 25 Nothing herein constitutes an admission of liability by the Air New Zealand Group or the Directors in respect of the Letter of Comfort or otherwise and the payment under Clause 9 is made and procured without admission of liability.

Shares in Ansett Group

- 26 If the majority of companies in the Ansett Group enter into a Deed of Company Arrangement as contemplated by Clause 18, the Air New Zealand Group will within seven (7) days of being requested by the Voluntary Administrators in writing to do so execute an instrument of transfer in blank of all shares held by the Air New Zealand Group in the Ansett Group for a nominal value and deliver the share scrip so as to enable the Voluntary Administrators to give effect to the objects of Part 5.3A of the Corporations Act.

Good Faith

- 27 The parties to this Memorandum of Understanding represent to each other that they are each entering into this Memorandum of Understanding in good faith.

Governing Law

- 28 This Memorandum of Understanding is governed by and construed in accordance with the laws for the time being in force in Australia and the parties hereby irrevocably submit to the exclusive jurisdiction of the Australian Courts.

Certain Parties may not sign

- 29 This Memorandum of Understanding is binding as between those parties who sign this Memorandum of Understanding notwithstanding that any one or more other intended parties do not sign this Memorandum of Understanding.

Best Endeavours to Execute and Counterparts

- 30 The parties that sign this Memorandum of Understanding on the date it bears will use their best endeavours to cause all other parties associated with them to sign the Memorandum of Understanding. This Memorandum of Understanding may be executed in any number of counterparts, each of

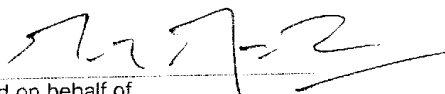
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which when executed will be deemed to be an original, and all such counterparts will constitute the one instrument.

- 31 The Voluntary Administrators, the Ansett Group and the Air New Zealand Group agree that as and from the date upon which the Conditions Precedent are fulfilled, the costs of all Ansett employees presently being paid by the Air New Zealand Group will be borne by the Ansett Group.
- 32 For the avoidance of doubt, the Air New Zealand Group's payment of the costs of the Ansett employees up to the date of fulfilment of the Conditions Precedent will be forgiven by the Air New Zealand Group in accordance with Clause 14.

SIGNED

A) Ansett Group



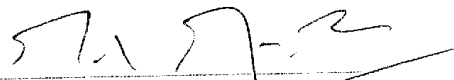
For and on behalf of
501 Swanston Street Pty Limited
(Administrators Appointed)



For and on behalf of
Aeropelican Air Services Pty Limited
(Administrators Appointed)



For and on behalf of
Airport Terminals Pty Limited
(Administrators Appointed)



For and on behalf of
Aldong Services Pty Limited
(Administrators Appointed)

**IN THE FEDERAL COURT OF AUSTRALIA
VICTORIA DISTRICT REGISTRY**

V 3045 of 2001

IN THE MATTER OF:

**ANSETT AUSTRALIA LIMITED
(ACN 004 209 410) & ORS
(All Administrators Appointed)
(see Schedule A)**

AND

**MARK FRANCIS XAVIER MENTHA and
MARK ANTHONY KORDA
(As Administrators)**

Plaintiffs

**JUDGE: GOLDBERG J
DATE: 12 OCTOBER 2001
PLACE: MELBOURNE**

THE COURT ORDERS THAT:

1. Pursuant to s 447A of the *Corporations Act* 2001 (Cth) ("the Act"), s 447D(1) of the Act is to operate in relation to each of the companies set out in Schedule A to the judgment so that in an application by the plaintiffs for directions pursuant to s 447D(1) in relation to a Memorandum of Understanding dated 3 October 2001 referred to in the application, the Court may give a direction that it approves the Memorandum and that the plaintiffs may properly perform and give effect to the Memorandum of Understanding.
2. Pursuant to s 447D(1) of the Act, as it operates in accordance with para 1 of this order, the Court directs that:
 - (a) The Court approves the Memorandum of Understanding which is Schedule B to the judgment,
 - (b) The plaintiffs may properly perform and give effect to the Memorandum of Understanding.
3. The costs of all parties who have appeared in the proceeding, save for Air New Zealand Limited and its subsidiaries and directors and Travel Compensation Fund, be costs in the administration of the companies set out in Schedule A to the judgment.

Note: Settlement and entry of orders is dealt with in Order 36 of the Federal Court Rules

EXHIBIT 5

ORDER OF THE COURT IN PROCEEDING NO. V3062 OF 2002

IN THE FEDERAL COURT OF AUSTRALIA
VICTORIAN DISTRICT REGISTRY

NO. V3062 of 2002

IN THE MATTER OF:

ANSETT AUSTRALIA LIMITED (A.C.N. 004 209 410) & ORS (in accordance with
the Schedule attached) (All Administrators Appointed)

And

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

Plaintiffs

And

SYDNEY AIRPORTS CORPORATION LIMITED (ABN 62 082 578 809)

Defendant

ORDER

Judge: The Honourable Justice Goldberg

Date of Order: 17 April 2002

Where made: Melbourne

The Court Orders that:

- 1 Pursuant to Section 444B(2)(b) of the Corporations Act 2001 (Cth) ("the Act"), the time within which each of the companies set out in the Schedule to this Order must execute the Deed of Company Arrangement prepared by the Plaintiffs pursuant to a resolution of the creditors of those companies passed at a meeting of the creditors of those companies on 27 March 2002

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DX 455 Melbourne
Tel: 9229 9999
Fax: 9229 9900
Ref: LZ:DMM:1236920



convened under Section 439A of the Act is extended to 28 days from 27 March 2002.

- 2 The costs of the application of the Plaintiffs, Canberra International Airport Pty Ltd, the Australian Council of Trade Unions and relevant unions and the Commonwealth of Australia be costs in the administration of the said companies.

DATED

18 APR 2002



FOR DISTRICT REGISTRAR

SCHEDULE

ANSETT AUSTRALIA LIMITED (A.C.N. 004 209 410)

501 SWANSTON STREET PTY LTD (A.C.N. 005 477 618)

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 AND AIR NEW ZEALAND ENGINEERING SERVICES LTD
(A.C.N. 089 520 696)

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. 060 622 460)

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)

MORAEI 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)

ANST SHOW PTY LTD (FORMERLY SHOW GROUP PTY LTD (A.C.N. 002 968 989))

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)

ANST TRAVEL INTERNATIONAL PTY LTD (FORMERLY TRAVELAND INTERNATIONAL PTY LIMITED (A.C.N. 002 275 936))

TRAVELAND NEW STAFF PTY LTD (A.C.N. 080 739 037)

ANST TRAVEL PTY LTD (FORMERLY 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 Administrators Appointed)



EXHIBIT 6

ORDER OF THE COURT IN PROCEEDING NO. V3065 OF 2002

**IN THE FEDERAL COURT OF AUSTRALIA
VICTORIA DISTRICT REGISTRY**

V 3065 of 2002

**IN THE MATTER of ANSETT AUSTRALIA LIMITED (ACN 004 209 410) & ORS
(in accordance with the Schedule attached) (All Administrators Appointed)**

and

**MARK FRANCIS XAVIER MENTHA and MARK ANTHONY KORDA
(as Administrators of the companies)**

Plaintiffs

and

**SYDNEY AIRPORTS CORPORATION LIMITED
(ABN 62 082 578 809)**

Defendant

ORDER

**JUDGE: GOLDBERG J
DATE OF ORDER: 24 APRIL 2002
PLACE: MELBOURNE**



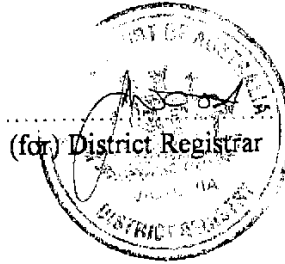
THE COURT ORDERS THAT:

1. Pursuant to s 447A of the *Corporations Act* 2001 (Cth) ("the Act") Pt 5.3A of the Act is to operate in relation to each of the companies named in the Schedule to this order ("the Ansett companies") as if it provided in s 444B(2) of the Act that on an application to the Court by the administrators of each of the Ansett companies pursuant to s 444B(2)(b), alternatively s 447A, of the Act for an order pursuant to s 444B(2)(b) of the Act extending the time by which each of the Ansett companies must execute the instrument constituting the Deed or Deeds of Company Arrangement the subject of a resolution of the creditors of the Ansett companies passed on 27 March 2002, the Court may order, on an interlocutory basis, that pending the Court's determination of such application, such time be extended to a date not later than three days after the Court's determination of such application.
2. Pursuant to s 444B(2) of the Act, as it operates in accordance with par 1 of this order, pending the determination by the Court of the application filed on 17 April 2002 by the plaintiffs as administrators of the Ansett companies, the time by which each of the Ansett companies must execute the instrument constituting the Deed or Deeds of Company

- 2 -

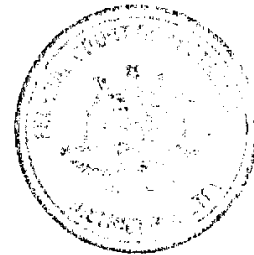
Arrangement the subject of a resolution of the creditors of the Ansett companies passed on 27 March 2002 is extended to three days after the determination of the said application by the Court.

Date entered: 28/4/02



SCHEDULE

Ansett Australia Limited (ACN 004 209 410)
501 Swanston Street Pty Ltd (ACN 005 477 618)
Airport Terminals Pty Ltd (ACN 053 976 444)
Aldong Services Pty Limited (ACN 000 258 113)
Ansett Aircraft Finance Limited (ACN 008 643 276)
Ansett Australia and Air New Zealand Engineering Services Ltd (ACN 089 520 696)
Ansett Australia Holdings Limited (ACN 004 216 291)
Ansett Aviation Equipment Pty Ltd (ACN 008 559 733)
Ansett Carts Pty Limited (ACN 055 181 215)
Ansett Equipment Finance Limited (ACN 006 827 989)
Ansett Finance Limited (ACN 006 555 166)
Ansett Holdings Limited (ACN 065 117 535)
Ansett International Limited (ACN 060 622 460)
Bodas Pty Ltd (ACN 002 158 741)
Brazson Pty Limited (ACN 055 259 008)
Eastwest Airlines (Operations) Ltd (ACN 000 259 469)
Eastwest Airlines Limited (ACN 000 063 972)
Kendell Airlines (Aust) Pty Ltd (ACN 000 579 680)
Morael Pty Ltd (ACN 003 286 440)
Northern Airlines Limited (ACN 009 607 069)
Northern Territory Aerial Work Pty Limited (ACN 009 611 321)
Rock-it-Cargo (Aust) Pty Ltd (ACN 003 004 126)
Anst Show Pty Ltd (formerly Show Group Pty Ltd (ACN 002 968 989))
South Centre Maintenance Pty Ltd (ACN 007 286 660)
Spaca Pty Ltd (ACN 006 773 593)
Traveland International (Aust) Pty Limited (ACN 000 275 936)
Anst Travel International Pty Ltd (formerly Traveland International Pty Limited
(ACN 002 275 936))
Traveland New Staff Pty Ltd (ACN 080 739 037)
Anst Travel Pty Ltd (formerly Traveland Pty Limited (ACN 000 240 746))
Walgali Pty Ltd (ACN 005 258 921)
Westintech Limited (ACN 009 084 039)



Westintech Nominees Pty Ltd (ACN 009 302 158)

Whitsunday Affairs Pty Ltd (ACN 009 694 553)

Whitsunday Harbour Pty Limited (ACN 010 375 470)

Wridgway Holdings Limited (ACN 004 449 085)

Wridgways (Vic) Pty Ltd (ACN 004 153 413)

(All Administrators Appointed)



**IN THE FEDERAL COURT OF AUSTRALIA
VICTORIA DISTRICT REGISTRY**

V 3065 of 2002

**IN THE MATTER OF ANSETT AUSTRALIA LIMITED (ACN 004 209 410) & ORS
(in accordance with the Schedule attached) (All Administrators Appointed)**

**BETWEEN: MARK FRANCIS XAVIER MENTHA and MARK ANTHONY
 KORDA (as Administrators of the companies)
 Plaintiffs**

**AND: SYDNEY AIRPORTS CORPORATION LIMITED
 (ABN 62 082 578 809)
 Defendant**

JUDGE: GOLDBERG J

DATE OF ORDER: 29 APRIL 2002

WHERE MADE: MELBOURNE

THE COURT ORDERS THAT:

1. The application filed on 17 April 2002 is dismissed.
2. The costs of the application of the plaintiffs, the defendant, Brisbane International Airport Limited, the Australian Council of Trade Unions and relevant unions and the Commonwealth of Australia are reserved for further consideration.
3. Any party who wishes to make a submission on costs should file and serve such submission within seven days of the date of this order and all parties have leave within a further seven days to file and serve any submission in reply to any such submission.

Note: Settlement and entry of orders is dealt with in Order 36 of the Federal Court Rules

EXHIBIT 7

ORDER OF THE COURT IN PROCEEDING NO. V3083 OF 2001

**IN THE FEDERAL COURT OF AUSTRALIA
VICTORIA DISTRICT REGISTRY**

V 3083 of 2001

IN THE MATTER OF:

**ANSETT AUSTRALIA LIMITED
(ACN 004 209 410) & ORS
(All Administrators Appointed)
(see attached Schedule)**

AND

**MARK FRANCIS XAVIER MENTHA and
MARK ANTHONY KORDA
(As Administrators)**

Plaintiffs

ORDER

**JUDGE: GOLDBERG J
DATE: 14 DECEMBER 2001
PLACE: MELBOURNE**

THE COURT ORDERS THAT:

1. Pursuant to s 447A of the *Corporations Act* 2001 (Cth) ("the Act"), Pt 5.3A of the Act is to operate in relation to each of the companies set out in the schedule to this order as if s 443A(1)(a) provided that:
 - (a) entitlement payments made to the plaintiff administrators ("the administrators") pursuant to a Determination dated 4 December 2001 by the Minister for Employment and Workplace Relations under s 22(1) of the *Air Passenger Ticket Levy (Collection) Act* 2001 (Cth), which is Exhibit "LZ-2" to the Affidavit of Leon Zwier sworn 10 December 2001, are debts incurred by the administrators in the performance and exercise of their functions and powers as administrators of each of the said companies for services rendered;
 - (b) Notwithstanding sub-par (a):
 - (i) if the administrators' indemnity under s 443D of the Act is insufficient to meet any such debt, the administrators will not be personally liable to repay such debt to the extent of that insufficiency;
- to the repayment of such debts to the Commonwealth of Australia on the entity making the entitlement payments, the debts are given the same priority in the payment of any debts of the applicable company during the administration of the applicable company as if the applicable company had been in liquidation and the debts had the priority governed and provided for under ss 556 and 560 of the Act.



2. Pursuant to s 447A of the Act, s 447D(1) of the Act is to operate in relation to the said companies so that in an application by the administrators for directions pursuant to s 447D(1) in relation to a deed proposed to be executed by the administrators and the Commonwealth of Australia ("the Deed"), the Court may give a direction that the administrators may properly and justifiably execute and give effect to the Deed insofar as it includes provisions substantially in the form of the provisions set out in par 3 hereof.
3. Pursuant to s 447D(1) of the Act, as it operates in accordance with par 2 of this order, the Court directs that the administrators may properly and justifiably execute and give effect to the Deed insofar as it includes provisions substantially in the form of the following provisions:
- (a) entitlement payments made pursuant to the Determination dated 4 December 2001 under s 22(1) of the *Air Passenger Ticket Levy (Collection) Act* 2001 (Cth), which is Exhibit "LZ-2" to the Affidavit of Leon Zwier sworn 10 December 2001, are debts incurred by the administrators in the performance and exercise of their functions and powers as administrators of each of the said companies for services rendered;
 - (b) Notwithstanding sub-par (a):
 - (i) if the administrators' indemnity under s 443D of the Act is insufficient to meet any such debt, the administrators will not be personally liable to repay such debt to the extent of that insufficiency;
 - (ii) as to the repayment of such debts to the Commonwealth of Australia or the entity making the entitlement payments, the debts are given the same priority in the payment of any debts of the applicable company during the administration of the applicable company as if the applicable company had been in liquidation and the priority had been governed and provided for under ss 556 and 560 of the Act.
 - (c) If the administrators decide to recommend that each of the said companies enter into a deed of company arrangement, the deed of company arrangement which the administrators recommend will be consistent with the incorporation of the priority regime provided for under ss 556 and 560 of the Act;
 - (d) If any of the said companies enters into a deed of company arrangement which incorporates a priority regime other than as provided by sub-par (c), then entitlement payments received by the administrators will constitute an expense properly incurred by the administrators in the administration of such company for services rendered and will be afforded nonetheless by force of the order of the Federal Court of Australia on 14 December 2001 a priority equal to the priority the Commonwealth of Australia or the entity making the entitlement payments would have received under s 560 of the Act in any winding up of the company had it advanced a payment of the kind contemplated by s 560 of the



- (e) The administrators will not express the opinion to the creditors of the said companies pursuant to s 439A(4) of the Act or recommend to them that it would be in the creditors' interests for the company to execute a deed of company arrangement other than one which provides for repayment to the Commonwealth of Australia or the said entity consistently with sub-pars (a)-(d).
4. The costs of the administrators, the Commonwealth of Australia, the ACTU and other relevant Unions and the Trustees of the Ansett Australia Ground Staff Superannuation Plan Pty Ltd, Ansett Australia Pilots/Management Superannuation Plan Pty Ltd, Ansett Australia Accumulation Payment Pty Ltd and Ansett Flight Attendants Superannuation Plan Pty Ltd be costs in the administration of the said companies.

Date entered: 14 December 2001



SCHEDULE

Ansett Australia Limited (ACN 004 209 410)
501 Swanston Street Pty Ltd (ACN 005 477 618)
Aeropelican Air Services Pty Ltd (ACN 000 653 083)
Airport Terminals Pty Ltd (ACN 053 976 444)
Aldong Services Pty Limited (ACN 000 258 113)
Ansett Aircraft Finance Limited (ACN 008 643 276)
Ansett Australia Holdings Limited (ACN 004 216 291)
Ansett Aviation Equipment Pty Ltd (ACN 008 559 733)
Ansett Carts Pty Limited (ACN 055 181 215)
Ansett Equipment Finance Limited (ACN 006 827 989)
Ansett Finance Limited (ACN 006 555 166)
Ansett Holdings Limited (ACN 065 117 535)
Ansett International Limited (ACN 060 622 460)
Ansett Australia and Air New Zealand Engineering Services Ltd (ACN 089 520 696)
Bodas Pty Ltd (ACN 002 158 741)
Brazson Pty Limited (ACN 055 259 008)
Eastwest Airlines (Operations) Ltd (ACN 000 259 469)
Eastwest Airlines Limited (ACN 000 063 972)
Kendell Airlines (Aust) Pty Ltd (ACN 000 579 680)
Morael Pty Ltd (ACN 003 286 440)
Northern Airlines Limited (ACN 009 607 069)
Northern Territory Aerial Work Pty Limited (ACN 009 611 321)
Rock-it-Cargo (Aust) Pty Ltd (ACN 003 004 126)
Show Group Pty Ltd (ACN 002 968 989)
Skywest Airlines Pty Ltd (ACN 008 997 662)
Skywest Aviation Limited (ACN 004 444 866)
Skywest Holdings Pty Ltd (ACN 008 905 646)
Skywest Jet Charter Pty Ltd (ACN 008 800 155)
South Centre Maintenance Pty Ltd (ACN 007 286 660)
Spaca Pty Ltd (ACN 006 773 593)
Traveland International (Aust) Pty Limited (ACN 000 275 936)
Traveland International Pty Limited (ACN 002 275 936)



Traveland New Staff Pty Ltd (ACN 080 739 037)
Traveland Pty Limited (ACN 000 240 746)
Walgali Pty Ltd (ACN 005 258 921)
Westintech Limited (ACN 009 084 039)
Westintech Nominees Pty Ltd (ACN 009 302 158)
Whitsunday Affairs Pty Ltd (ACN 009 694 553)
Whitsunday Harbour Pty Limited (ACN 010 375 470)
Wridgway Holdings Limited (ACN 004 449 085)
Wridgways (Vic) Pty Ltd (ACN 004 153 413)
(All Administrators Appointed)



EXHIBIT 8

ORDER OF THE COURT IN PROCEEDING NO. V3065 OF 2001

FEDERAL COURT OF AUSTRALIA

In the matter of Ansett Australia Limited and Mentha [2002] FCA 1

CORPORATIONS LAW – external administration – application for court to fix interim remuneration of administrators pursuant to ss 447A(1) and 449E(1)(b) of the *Corporations Act* 2001 (Cth) – application prior to meeting of creditors convened under s 439A of the *Corporations Act* 2001 (Cth) – application prior to resolution of creditors fixing administrators' remuneration – complex and extensive administration – work necessary and properly undertaken for purpose of administration.

Corporations Act 2001 (Cth): ss 447A, 449E

Re English, Scottish & Australian Chartered Bank [1893] 3 Ch 385 referred to

IN THE MATTER OF ANSETT AUSTRALIA LIMITED (ACN 004 209 410) & ORS (All Administrators Appointed) and MARK FRANCIS XAVIER MENTHA and MARK ANTHONY KORDA (As Administrators)

V 3065 of 2001

**GOLDBERG J
4 JANUARY 2002
MELBOURNE**

**IN THE FEDERAL COURT OF AUSTRALIA
VICTORIA DISTRICT REGISTRY**

V 3065 of 2001

IN THE MATTER OF:

**ANSETT AUSTRALIA LIMITED
(ACN 004 209 410) & ORS
(All Administrators Appointed)
(see Schedule A)**

AND

**MARK FRANCIS XAVIER MENTHA and
MARK ANTHONY KORDA
(As Administrators)**

Plaintiffs

**JUDGE: GOLDBERG J
DATE: 4 JANUARY 2002
PLACE: MELBOURNE**

THE COURT ORDERS THAT:

1. Pursuant to s 447A(1) of the *Corporations Act* 2001 (Cth) ("the Act"), Pt 5.3A of the Act is to operate in relation to each of the companies in the schedule to the reasons for judgment accompanying this order as if s 449E(1)(b) provided that the Court may fix the remuneration of the plaintiffs as administrators of the said companies:
 - (a) whether or not a resolution to fix the plaintiffs' remuneration has been proposed at a meeting of the creditors of the said companies; and
 - (b) on an interim basis.
2. The remuneration to which the plaintiffs are entitled as administrators of the said companies in respect of the period from 17 September 2001 to 15 October 2001 (both dates inclusive) is fixed pursuant to s 449E(1), as it operates in accordance with par 1 of this order, as follows:

Ansett Australia Limited	\$3,292,851
Ansett Australia Holdings Limited	30,196
Ansett International Limited	11,297
Aeropelican Air Services Pty Ltd	56,657
Kendell Airlines (Aust) Pty Ltd	90,204
Skywest Airlines Pty Ltd	129,374
South Centre Maintenance Pty Ltd	9,517
Show Group Pty Ltd	135,351
Traveland International (Aust) Pty Ltd, Traveland International Pty Ltd, Traveland New Staff Pty Ltd and Traveland Pty Limited	187,931
Ansett Australia and Air New Zealand Engineering Services Limited and the remaining companies in the said schedule	18,817

3. Pursuant to s 447A(1) of the Act, Pt 5.3A of the Act is to operate in relation to each of the said companies as if s 449E(1)(a) also provided that the plaintiffs are entitled to such remuneration as is fixed by a resolution of the company's Committee of Creditors passed after the members of that committee had received no less than seven days prior written notice of the amount of remuneration claimed, together with details of the manner in which the amount claimed is comprised and calculated.
4. The costs of the application be costs in the administration of each of the said companies.

Note: Settlement and entry of orders is dealt with in Order 36 of the Federal Court Rules