

## Particulars of a mortgage or charge

A/C 00406107

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

19 NOV 2001

For official use

Company number

FC007312

Name of company

\* Finnair OY (the "Obligor")  
C/N Finnair OYJ

Date of creation of the charge

30 October 2001

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deposit Charge (the "Deposit Charge") dated 30 October 2001 made between the Obligor and the Security Trustee in respect of one (1) Airbus A320-200 aircraft bearing manufacturer's serial number 1588 and Finnish registration mark OH-LXD.

Amount secured by the mortgage or charge

The Secured Obligations, being:-

any and all moneys, liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money and including, without limitation, any obligation or liability to pay damages) from time to time owing to the Banks, the Facility Agent and/or the Security Trustee by the Obligor pursuant to the Relevant Documents (hereinafter referred to as the "Secured Obligations").

All terms used in this Form 395 and its continuations not otherwise defined herein are defined in Schedule 2 hereto attached.

Names and addresses of the mortgagees or persons entitled to the charge

BNP Paribas, 16 Boulevard des Italiens, 75009 Paris, France as Security Trustee and agent for and on behalf of and for the benefit of itself and the Beneficiaries (the "Security Trustee").

Postcode

Presentor's name address and  
reference (if any):

Clifford Chance Limited Liabilit  
200 Aldersgate Street  
London *Canter*  
EC1A 4JJ  
Docs Open ref:#1067401  
Ref: MTG/B1738/07325

Time critical reference

For official Use  
Mortgage Section

Post room



LD6  
COMPANIES HOUSE

\*L0QZ85HJ\*

0273  
19/11/01

Short particulars of all the property mortgaged or charged

The Obligor has charged the Deposit, with full title guarantee and by way of first fixed charge, to the Security Trustee, for the payment and discharge of all the Secured Obligations.

The Obligor has assigned absolutely by way of security for the payment, performance and discharge of the Secured Obligations, to the Security Trustee with full title guarantee all of its right, title and interest in the Deposit.

This section of this Form 395 is continued in Schedule 1 hereto attached.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date

19/11/01

On behalf of ~~company~~ [mortgagee/chargee] †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
binding margin

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

CHFP025

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company Number

FC007312

Name of Company

Finnair OY (the "Obligor")

C/N Finnair OYJ

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
binding margin

**Please complete  
legibly, preferably  
in black type, or  
bold block lettering**

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Short particulars of all the property mortgaged or charged (continued)

Please do not  
write in this  
binding margin

**Please complete  
legibly, preferably  
in black type, or  
bold block lettering**

**SCHEDULE 1**  
**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**  
**(CONTINUED)**

**1. Power of Attorney**

The Obligor, by way of security, has irrevocably appointed the Security Trustee to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents (including the Notice of Assignment (as defined in the Deposit Charge)) and do all things that the Security Trustee may consider to be requisite for (a) carrying out any obligation imposed on the Obligor under the Deposit Charge or (b) exercising any of the Collateral Rights (as defined in the Deposit Charge) provided that the Security Trustee may not exercise its rights pursuant to Clause 7 of the Deposit Charge until such time as an Event of Default has occurred and is continuing. The Obligor shall ratify and confirm all things done and all documents executed by the Security Trustee in the proper exercise of that power of attorney.

**2. Further Assurances**

The Obligor has undertaken to promptly execute all documents and do all things (including the execution and delivery of the Notice of Assignment) that the Security Trustee may reasonably specify for the purpose of (a) exercising the Collateral Rights or (b) securing and perfecting its security over or title to all or any part of the Deposit or (c) enabling the Security Trustee to vest all or part of the Deposit in its name or in the name(s) of its nominee(s), agent or any purchaser.

**3. Negative Pledge**

Save with the Security Trustee's prior written consent, no right, title or interest in relation to the Deposit or to the Deposit Charge shall be capable of assignment or other disposal and the Obligor shall not assign or dispose of or create, grant or permit to exist any security interest over any Deposit or the Deposit Charge.

## SCHEDULE 2

### DEFINITIONS USED IN FORM 395 AND NOT OTHERWISE DEFINED THEREIN

"**Aircraft**" has the meaning ascribed thereto in the Facility Agreement;

"**Banks**" has the meaning ascribed thereto in the Facility Agreement;

"**Beneficiaries**" means each of the Security Trustee, the Facility Agent and the Banks;

"**Deposit**" means each credit balance from time to time on interest bearing account number 56201 01 18 954 (and any renewal or redesignation thereof) maintained with BNP Paribas, London branch by Obligor and all rights, benefits and proceeds in respect thereof;

"**Event of Default**" has the meaning ascribed thereto in the Facility Agreement;

"**Facility Agent**" means BNP Paribas;

"**Facility Agreement**" means the US\$250,000,000 aircraft financing master facility agreement dated 4 March 1999 and made between the parties to the Deposit Charge, amongst others, in order to make available to the Obligor a secured credit facility in the maximum aggregate amount of US\$250,000,000 or the equivalent thereof in Euro and an export credit facility (as more particularly set out therein) in respect of certain utilisations for the purpose of financing or refinancing up to thirty-six new Airbus aircraft including the Aircraft;

"**Relevant Documents**" means the Facility Agreement, any Utilisation Document and any other document at any time entered into pursuant to any of the above in each case to which any of the Facility Agent, the Security Trustee or any Banks and/or the Obligor are parties other than any documents entered into between the Obligor and any third party, all such Relevant Documents to be in a form approved in writing by the Obligor and the Facility Agent;

"**Utilisation**" has the meaning ascribed thereto in the Facility Agreement;

"**Utilisation Documents**" shall, in respect of each Utilisation relating to the financing/refinancing of any Aircraft, bear the meaning ascribed to that term in the Facility Agreement.



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. FC007312

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEPOSIT CHARGE DATED THE 30th OCTOBER 2001 AND CREATED BY FINNAIR OY FOR SECURING ALL MONIES AND LIABILITIES AND OBLIGATIONS (WHETHER ACTUAL OR CONTINGENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER OR NOT FOR THE PAYMENT OF MONEY AND INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OR LIABILITY TO PAY DAMAGES) FROM TIME TO TIME OWING TO BNP PARIBAS, THE FACILITY AGENT AND/OR THE SECUTITY TRUSTEE BY THE OBLIGOR PURSUANT TO THE RELEVANT DOCUMENTS (ALL TERMS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd NOVEMBER 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —