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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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)

For official use

Company number

[131]

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)

Complementary Mortgage (the "Complementary Mortgage") dated 30 October 2001 between the Obligor and the Security Trustee in respect of one (1) Airbus A320-200 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 hereinafter 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 Beneficiaries by the Obligor pursuant to the Relevant Documents (hereinafter referred to as the "Secured Obligations").

All defined 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, acting in its capacity as security trustee for and on behalf of the Beneficiaries (the "Security Trustee")

Postcode

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

Clifford Chance Limited Liabilit
200 Aldersgate Street
London *countal*
EC1A 4JJ
Docs Open Ref:#1067590
Ref:MTG/B1738/07325/PXT

Time critical reference

For official Use
Mortgage Section

Post room



LD6
COMPANIES HOUSE

0274
19/11/01

Short particulars of all the property mortgaged or charged

As a continuing security for the payment of the Secured Obligations, the Borrower with full legal and beneficial title has mortgaged to the Mortgagees all its interest, present and future, in and to (i) the Aircraft and (ii) all Manuals and Technical Records by way of first priority mortgage.

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

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**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)

**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

SCHEDULE 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

(CONTINUED)

1. Power of Attorney

The Obligor has irrevocably, for value and by way of security to secure the Security Interest constituted by the Complementary Mortgage and the performance of the obligations owed to the Mortgagees by the Obligor, appointed the Security Trustee and every Receiver (as defined in the Complementary Mortgage) and any person nominated for such purpose by the Security Trustee in writing under hand by an officer of the Security Trustee, severally as attorney of the Obligor for the Obligor and in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal of the Obligor where appropriate) and otherwise perfect and do any charge, mortgage, assignment, deed, assurance, agreement, conveyance, instrument, act or thing which the Obligor has failed to execute and do under the covenants, undertakings and provisions contained in the Complementary Mortgage or in any Relevant Document or which may be required or deemed proper in the exercise of any rights or powers thereunder or otherwise for any of the purposes of the security created thereby, and the Obligor has covenanted with the Security Trustee to ratify and confirm all acts or things made done or executed or purportedly made, done or executed by such attorney as aforesaid provided that the Security Trustee shall not exercise the authority in Clause 9.1 of the Complementary Mortgage unless an Acceleration Event (as defined in the Complementary Mortgage) has occurred and is continuing and the Security Trustee has given notice thereof to the Obligor.

2. Further Assurances

The Obligor has agreed to do or execute any further assurances and documents as may be required by law, or as the Security Trustee may reasonably consider necessary, to establish, maintain and protect the rights of the parties secured under the Complementary Mortgage, and generally to carry out the true intent of the Complementary Mortgage.

3. Negative Pledge

The Obligor has covenanted with the Mortgagees that at all times until the Secured Obligations have been paid in full, it shall be and remain the sole legal and beneficial owner of the Mortgaged Property subject to this Complementary Mortgage and that the Mortgaged Property will not be subject to any Security Interest other than a Permitted Lien.

SCHEDULE 2

DEFINITIONS USED IN FORM 395 NOT OTHERWISE DEFINED THEREIN

"Airbus Purchase Agreement" means the A319/A320/A321 purchase agreement dated 7 October 1997 together with all attachments and appendices thereto between the Obligor and the Manufacturer whereby the Obligor agrees to buy and the Manufacturer agrees to sell, inter alia, the Aircraft as such purchase agreement may be amended, modified and supplemented from time to time;

"Aircraft" means the Airframe acquired by the Obligor under the Airbus Purchase Agreement, together with the Engines and shall include the Parts incorporated or installed in or attached to the Airframe or the Engines on the Delivery Date or subsequently incorporated or installed therein, or which (having been removed therefrom) remain the property of the Obligor and all substitutions, replacements, renewals and additions made to the foregoing and, where the context permits, will include the related Manuals and Technical Records;

"Airframe" means the Airbus A320 airframe bearing manufacturer's serial number 1588 (excluding the Engines or any engines from time to time installed thereon);

"Aviation Authority" means, in relation to the Aircraft, all and any of the authorities, government departments, committees or agencies which under the laws of the State of Registration of such Aircraft, may from time to time:

- (a) have control or supervision of civil aviation in that state; or
- (b) have jurisdiction over the registration, airworthiness or operation of, or other matters relating to such Aircraft;

"Beneficiaries" means each of the Security Trustee, the Facility Agent and the Non-ECA Banks;

"Delivery Date" has the meaning ascribed thereto in the Facility Agreement;

"Engines" means, in relation to the Aircraft, (a) each of the two CFM56-5B6/2P engines which are purchased as part of such Aircraft under the Airbus Purchase Agreement and respectively bearing manufacturer's serial number 575900 and 575901 and (b) each Replacement Engine which may, in accordance with the provisions of this Agreement and the other Relevant Documents, from time to time be substituted for any such engine;

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

"Facility Agent" means BNP Paribas;

"Facility Agreement" means the facility agreement dated 4 March 1999 between inter alia, the Banks, the Facility Agent and the Security Trustee;

"Manuals and Technical Records" means, in relation to the Aircraft, all records, logbooks, manuals, technical data and other materials and documents (whether kept or to be kept in

compliance with any regulation of the Aviation Authority or otherwise and including without limitation any records maintained on computer files) relating to such Aircraft;

"Manufacturer" means Airbus Industrie G.I.E. and, where the context so requires in relation to an Engine, CFM International S.A., and includes as the context may require either of their respective successors;

"Mortgaged Property" means all the property from time to time mortgaged and assigned to the Mortgagees in Clause 3.1 of the Complementary Mortgage;

"Mortgagees" means the Security Trustee, the Facility Agent and the Non-ECA Banks;

"Non-ECA Banks" has the meaning ascribed thereto in the Facility Agreement;

"Part" means all appliances, parts, accessories, instruments, navigational and communications equipment, furnishings, modules, components and other equipment (including buyer furnished equipment and any auxiliary power unit, but excluding complete Engines or engines) title to which is vested in the Obligor, which may from time to time be incorporated or installed in or attached to the Airframe or any Engine;

"Permitted Lien" has the meaning ascribed thereto in the Complementary Mortgage;

"Relevant Documents" has the meaning ascribed thereto in the Facility Agreement;

"Replacement Engine" means any engine replaced for an Engine in accordance with the terms of any Relevant Document;

"Security Interest" has the meaning ascribed thereto in the Facility Agreement;

"State of Registration" means, in relation to any Aircraft, Finland or any other state or territory in which the Aircraft is, in accordance with the terms of the Relevant Documents, registered from time to time;

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

"Utilisation Documents" has the meaning ascribed thereto 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 COMPLEMENTARY MORTGAGE DATED THE 30th OCTOBER 2001 AND CREATED BY FINNAIR OY FOR SECURING ANY AND ALL MONIES LIABILITIES AND OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES 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 —