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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A/C 00400107

395

CHFP025

Please do not
write in
this margin

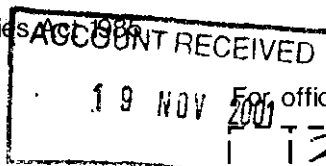
Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

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)



Company number

FC007312

Name of company

* FINNAIR OYJ (the "Pledgor") *See later*
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)

Deed of Pledge (the "Pledge") dated 30 October 2001 between the Pledgor,
the Lenders and the Security Trustee.

Amount secured by the mortgage or charge

The Secured Obligations, being:-

the due and punctual payment of all amounts (be they principal, interest
or other) payable by the Pledgor to the Lenders under the Relevant
Documents and all other documents executed by the said parties in
connection therewith and for the Pledgor's performance of, and
compliance with, all of the terms of the Relevant Documents and all
other documents executed by the Pledgor and the Lenders in connection
therewith.

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

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

BNP Paribas, having its registered office at 16 Boulevard des Italiens,
75009 Paris, France (the "Security Trustee").

Postcode

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

Clifford Chance LLP
200 Aldersgate Street
London EC1A 4JJ

LONDON-2\#1071015

Time critical reference
MTG/B1738/07325

For official Use
Mortgage Section

*Now part
of the*

Post room



Short particulars of all the property mortgaged or charged

As security for payment (be they principal, interest or other) and discharge by the Pledgor to the Lenders and the Security Trustee of the Secured Obligations, the Pledgor pledged to the Lenders with effect from the Effective Date: (a) the Promissory Notes; and (b) any proceeds or yield accrued on or to be accrued on the Promissory Notes.

The Pledge contains a covenant of further assurance.

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

SCHEDULE 1

TO FORM 395 IN RESPECT OF A DEED OF PLEDGE DATED 30 OCTOBER 2001

The Lenders

Senior Lead Managers

BNP Paribas

Commerzbank International S.A.

ING Lease International Equipment Finance B.V.

Landesbank Schleswig-Holstein Girozentrale

Nordic Investment Bank

Nordea Finance Sweden PLC

Dresdner Bank Luxembourg S.A.

Deutsche VerkehrsBank AG

Kreditanstalt für Wiederaufbau

The Co-Lead Managers

Crédit Agricole Indosuez

Okou Osuuspankkien Keskuspankki OYJ

The Participant

Sampo Bank PLC

SCHEDULE 2

DEFINITIONS USED IN FORM 395 NOT OTHERWISE DEFINED THEREIN

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

"**Aircraft Register**" means the aircraft register maintained by the Civil Aviation Administration in Finland;

"**Effective Date**" shall mean the date upon which the Aircraft is entered on the Aircraft Register.

"**Facility Agreement**" means the US\$250,000,000 aircraft financing master facility agreement dated 4 March 1999 and made between the parties to the Pledge, amongst others, in order to make available to the Pledgor 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;

"**Lenders**" means those banks and financial institutions listed in Schedule 1 hereto;

"**Promissory Notes**" means the Promissory Notes Nos. 1-19, each dated 30 October 2001, each in the form attached in Schedule 1 to the Pledge registered against the Aircraft in the Aircraft Register to create a first priority aircraft mortgage over the Aircraft;

"**Relevant Documents**" shall have the meaning ascribed to that term in the Facility Agreement.

From: <Marc.Gregory@CliffordChance.com>
To: <mortgageamends@companieshouse.gov.uk>
Date: Thu, Nov 22, 2001 6:26 AM
Subject: Finnair - 395 registration - Attention: Carolynne Robins

I refer to my conversation this morning with Carolynne Robins.

Please accept this email as authority to change the reference to the company name to "Finnair OY" in the forms 395s relating to the Deed of Pledge and the Proceeds Agreement. I understand that the FC registration for the company will be updated to Finnair OYJ shortly by Finnair.

Please contact me if you have any further queries.

Kind regards

Marc Gregory

Clifford Chance LLP
200 Aldersgate St
London EC1A 4JJ
England
Telephone:
+44 20 7600 1000 (switchboard)
+44 20 7006 2621 (direct dial)
Fax:
+44 20 7600 5555
Email:
marc.gregory@cliffordchance.com

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For further information about Clifford Chance please see our website at <http://www.cliffordchance.com> or refer to any Clifford Chance office.

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 DEED OF PLEDGE BETWEEN THE PLEDGOR, THE LENDERS AND THE SECURITY TRUSTEE DATED THE 30th OCTOBER 2001 AND CREATED BY FINNAIR OY FOR SECURING THE DUE AND PUNCTUAL PAYMENT OF ALL AMOUNTS (BE THEY PRINCIPAL, INTEREST OR OTHER) PAYABLE BY THE COMPANY TO THE LENDERS UNDER THE RELEVANT DOCUMENTS (AS DEFINED) AND ALL OTHER DOCUMENTS EXECUTED BY THE SAID PARTIES 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 —