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CHFP025

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

*insert full name
of Company

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)

Name of company

* FINNAIR OYJ (the "Company")

Date of creation of the charge

8 MARCH 2000

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

A PROCEEDS ASSIGNMENT dated 6 March 2000 between the Company and Banque
Nationale de Paris as Security Trustee (for and on behalf of a group of
Lenders pursuant to an ECA Loan Agreement and a Mismatch Loan Agreement,

(see continuation sheet no.1....)

Amount secured by the mortgage or charge

Any and all monies, 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
Security Trustee pursuant to the Operative Documents (as defined in a
Deed of Application of Proceeds and Priorities Agreement dated 6 March
2000 between inter alia the Company and the Security Trustee).

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

Banque Nationale de Paris as Security Trustee, Les Collines de L'Arche,
Quartier de la Grande Arche, La Defense, 75450 Paris, France

Postcode Cedex 09

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

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ

RWB/B2859/000240

Time critical reference
London 2/593993

For official Use
Mortgage Section

Post room



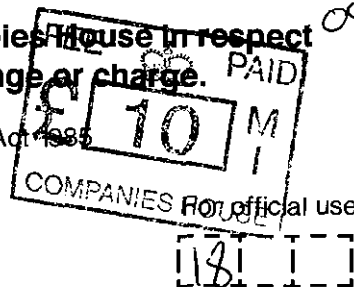
LD2
COMPANIES HOUSE

L14MKOUF

0498
17/03/00

Not
£30x3
001858

395



Company number

FC 007312

Short particulars of all the property mortgaged or charged

Absolute assignment with full title guarantee, by way of security to the Security Trustee of all rights, title and interest of the Company in and to any contract for the sale and purchase of the Aircraft including, without limitation, all proceeds of such sale, and all policies and contracts of insurance (including and reinsurances) taken out in respect of the Aircraft and all benefits of such policies and contracts of insurance including all claims of whatever nature thereunder and returns of premium in respect thereof, and the proceeds thereof but excluding all monies received or receivable by the Company in respect of third party liabilities.

The Company further covenants with the Security Trustee that it shall not, without the prior consent of the Security Trustee, grant, or allow the Aircraft to become subject to, any other Security Interest until the obligations secured by the Proceeds Assignment have been paid and discharged in full. In this form 395 and in the Proceeds Assignment the term "Security Interest" means any encumbrance or security interest whatsoever and howsoever created or arising including, without limitation, any right of ownership, security, mortgage, pledge, charge, encumbrance, lien, statutory right in rem, hypothecation, title retention, attachment, levy, claim, right of detention or right of set-off (other than arising by operation of law).

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Particulars as to commission allowance or discount (note 3)

Signed Clifford Chance

Date 16 March 2000

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.)

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binding margin

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

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

FC 007312

Name of Company

FINNAIR OYJ (the "Company")

~~Limited~~

* delete if
inappropriate

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

both dated 6 March 2000 between inter alia the Company, the Security
Trustee and the Lenders (as such term is defined therein), relating to
one (1) Airbus A321 Aircraft manufacturer's serial number 1185 and
Finnish Registration Mark OH-LZC.

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 PROCEEDS ASSIGNMENT DATED THE 8th MARCH 2000 AND CREATED BY FINNAIR OY FOR SECURING ANY AND ALL MONIES, LIABILITIES AND OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO BANQUE NATIONALE DE PARIS AS SECURITY TRUSTEE PURSUANT TO THE OPERATIVE DOCUMENTS (AS DEFINED IN A DEED OF APPLICATION OF PROCEEDS AND PRIORITIES AGREEMENT DATED 6TH MARCH 2000) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th MARCH 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MARCH 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E