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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)

For official use

Company number

1/5

FC007312

Name of company

* FINNAIR OY (the "Company")

Date of creation of the charge

29 October 1999

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

A complementary mortgage (the "Complementary Mortgage") dated 29 October 1999 made by the Company in favour of Banque Nationale de Paris as security trustee (the "Security Trustee") for and on behalf of a group of Lenders pursuant to an ECA Loan Agreement and Mismatch Loan Agreement both dated 25 October 1999.

Amount secured by the mortgage or charge

See Schedule 2

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

Banque Nationale de Paris of Les Collines de l'Arche, La Defense, 75450 Paris, France in its capacity (as Security Trustee for and on behalf of a group of Lenders) pursuant to an ECA Loan Agreement and Mismatch Loan Agreement both dated 25 October 1999.

Postcode

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

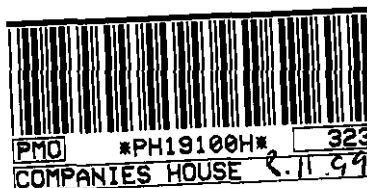
Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ

AXJL/B2859/00217

Time critical reference

London-2/446284/01

For official Use
Mortgage Section



ALU
COMPANIES HOUSE
COMPANIES HOUSE

0014
16/11/99
08/11/99

Short particulars of all the property mortgaged or charged

See Schedule 3.

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Signed *Clifford Chance*

Date *8/11/99*

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

DEFINITIONS

In this Form 395:

"Airbus Purchase Agreement" means the A319/A320/A321 purchase agreement dated 7 October 1997 together with all attachments and appendices thereto between the Company and Airbus, as such purchase agreement may be amended, modified and supplemented from time to time;

"Aircraft" means the Airframe acquired by the Company 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 Company and all substitutions, replacements, renewals and additions made to the foregoing and, where the context permits, will include the related Manuals and Technical Records;

"Aircraft Price" means in relation to the Aircraft the purchase price payable by the Company pursuant to the Airbus Purchase Agreement net of any credit memorandum;

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

"Airframe" means the Airbus A319-100 airframe bearing manufacturer's serial number 1107 (excluding the Engines or any engines from time to time installed thereon);

"Airframe Warranties Agreement" bears the meaning ascribed to it in the Deed of Application of Proceeds and Priorities;

"Deed of Application of Proceeds and Priorities" means the deed of application of proceeds and priorities dated 25 October 1999 between the National Agents, the Facility Agent, the Security Trustee, the Mismatch Agent, the Lenders and the Company;

"Deed of Pledge" bears the meaning ascribed to in the Deed of Application of Proceeds and Priorities;

"ECA Loan Agreement" bears the meaning ascribed to it in the Deed of Application of Proceeds and Priorities;

"Engines" means, in relation to the Aircraft, (a) each of the two CFM56-5B engines which are purchased as part of such Aircraft under the Airbus Purchase Agreement and respectively bearing manufacturer's serial number 779924 and 779934 and (b) each Replacement Engine which may, in accordance with the provisions of this Agreement and the other Operative Documents, from time to time be substituted for any such engine;

"Facility Agent" means Banque Nationale de Paris, or such other agent, in its capacity as facility agent for a group of Lenders pursuant to the Mismatch Loan Agreement;

"Finnish Mortgage" bears the meaning ascribed to it in the Mismatch Loan Agreement;

"Lenders" bears the meaning ascribed to it in the Deed of Application of Proceeds and Priorities;

"Lien or Liens" bears the meaning ascribed to it in the Deed of Application of Proceeds and Priorities;

"Manuals and Technical Records" means, in relation to an 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;

"Mismatch Agent" bears the meaning ascribed to it in the Deed of Application of Proceeds and Priorities;

"Mortgaged Property" means all the property from time to time mortgaged and assigned to the Mortgagees under the Complementary Mortgage;

"Mortgagees" means the Security Trustee, the Facility Agent, the National Agents, the Mismatch Agent and the Lenders;

"National Agents" bears the meaning ascribed to such term in the Deed of Application of Proceeds and Priorities;

"Operative Documents" has the meaning ascribed to such term in the Deed of Application of Proceeds and Priorities 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 Company, which may from time to time be incorporated or installed in or attached to the Airframe or any Engine;

"Permitted Lien" means, in relation to the Aircraft, Engine or any Part, any Security Interest which falls within any one or more of the following categories, that is to say:

- (a) such Security Interest is expressly created by or pursuant to or arises under the terms of any Transaction Document or is granted in favour of the Security Trustee, the Facility Agent, the Lenders, the Mismatch Agent, the National Agents or any one or more of them in connection with the transaction(s) contemplated by the Operative Documents;
- (b) liens for Taxes not yet assessed or, if assessed, not yet due or being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been made or, when required in order to pursue such proceedings, an adequate bond has been provided) so long as such proceedings do not involve any danger (which is material in the reasonable opinion of the Facility Agent) of the sale, forfeiture or loss of the Aircraft, Engine or other major part thereof or any interest therein;

- (c) any lien for the fees or charges of any airport or air navigation authority or any materialmen's, mechanic's, workmen's, repairmen's, employee's or other like liens arising in the ordinary course of business for amounts the payment of which is either not overdue or is being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been made or, when required in order to pursue such proceedings, an adequate bond has been provided) so long as such proceedings do not involve any danger (which is material in the reasonable opinion of the Facility Agent) of the sale, forfeiture or loss of the Aircraft, Engine or any other major part thereof or any interest therein;
- (d) liens (other than liens for Taxes) arising out of judgments or awards with respect to which at the time (i) an appeal proceeding for review is being prosecuted in good faith (and for the payment of which adequate reserves have been made or, when required in order to pursue such proceedings, an adequate bond has been provided) and (ii) a stay of execution shall have been secured (and remains in force) pending such appeal or proceedings for review;
- (e) any Security Interest which is expressly subject to and ranking behind (in all respects) any Security Interest which is expressly created by or permitted under the terms of any Transaction Document and/or is granted in favour of the Security Trustee, the Facility Agent, the Lenders, the Mismatch Agent, the National Agents or any one or more of them in connection with any of the transactions contemplated by the Operative Documents; and
- (f) any other Security Interest the creation of which has been expressly permitted in writing by the Security Trustee acting on the instructions of all the Lenders;

"Promissory Notes" bears the meaning ascribed to it in the Deed of Application of Proceeds and Priorities;

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

"Security Documents" bears the meaning ascribed to it in the Deed of Application of Proceeds and Priorities;

"Security Interest" bears the meaning ascribed to such term in the ECA Loan Agreement;

"State of Registration" means, in relation to the Aircraft, Finland or such other jurisdiction in which the Aircraft is from time to time registered in accordance with the terms of the Operative Documents;

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

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 Lenders by the Company pursuant to the Operative Documents (the **"Secured Obligations"**).

SCHEDULE 3
PROPERTY MORTGAGED OR CHARGED

As continuing security for the payment of the Secured Obligations, the Company 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.

The Complementary Mortgage is a first ranking mortgage ranking *pari passu* with the first ranking Finnish Mortgage.

The Company 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.

The Company has pledged 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 the Complementary Mortgage and that the Mortgaged Property will not be subject to any Security Interest other than a Permitted Lien.

The security created by the Complementary Mortgage shall be held by the Security Trustee for and on behalf of the Lenders as continuing security for the payment, satisfaction and discharge in full of the Secured Obligations.

The security created by the Complementary Mortgage shall not be satisfied and shall not be released or discharged by any intermediate payment, performance, discharge or satisfaction of any part of the Secured Obligations and shall extend to cover any sum or sums of money or other liabilities and obligations which shall constitute the balance of the Secured Obligations until all of the Secured Obligations shall have been paid, performed and discharged in full.

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 29th OCTOBER 1999 AND CREATED BY FINNAIR OY FOR SECURING ALL MONIES LIABILITIES AND OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO BANQUE NATIONALE DE PARIS "THE SECURITY TRUSTEE" (AS SECURITY TRUSTEE FOR AND ON BEHALF OF A GROUP OF LENDERS PURSUANT TO AN ECA LOAN AGREEMENT AND A MISMATCH LOAN AGREEMENT BOTH DATED 25TH OCTOBER 1999) PURSUANT TO THE OPERATIVE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th NOVEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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