

## Particulars of a mortgage or charge

# 395

NIAT 910  
023332

**CHFP025**

Please do not  
write in  
this margin

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

\* insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

FC007312

Name of company

\* FINNAIR OY (the "Company")

Date of creation of the charge

27 October 1999

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

See Continuation sheet No 1.

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 ECA Lenders and Mismatch Lenders) pursuant to various ECA Loan Agreements and Mismatch Loan Agreements. #

Postcode

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

Clifford Chance  
200 Aldersgate Street  
London  
EC1A 4JJ

AXJL/B2859/00217

Time critical reference  
London-2/446872/01

For official Use  
Mortgage Section

PMO \*PH19000G\* 322  
COMPANIES HOUSE 8 1199

**COMPANIES HOUSE**  
**COMPANIES HOUSE**

16/11/99  
08/11/99

Short particulars of all the property mortgaged or charged

See Schedule 3

The deposit

The collateral

?

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)

Signed *X* 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:

**"Assigned Aircraft Sale Property"** means all of the right, title and interest present and future, of the Company under any contract for the sale and purchase of the Aircraft, including without limitation, the proceeds of such sale in money or money's worth and all claims of the Company for damages arising out of or a breach of or default under any such contract.

**"Assigned Insurance and Requisition Property"** means all of the right, title and interest, present and future, of the Company under (i) the Insurances and all the benefits of such Insurances and the proceeds thereof but excluding all moneys received or receivable by the Company pursuant to the Insurances and which are paid or payable by the Insurers in respect of any third party liability provided that such moneys are so applied by or on behalf of the Company to indemnify itself in respect of such liability or to pay the third parties concerned and (ii) the Requisition Compensation (if any).

**"Collateral"** means the Assigned Aircraft Sale Property and the Assigned Insurance and Requisition Property. *TD*

**"Collateral Rights"** means all rights, powers and remedies of the Security Trustee provided by the Deposit Charge or by law;

**"Complementary Mortgage"** 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 17 September and subsequent deeds of application of proceeds and priorities to be entered into 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 it in the Deed of Application of Proceeds and Priorities;

*X* **"Deposit"** means each credit balance from time to time on interest bearing account number 562010118840 (and any renewal or redesignation thereof) maintained with Banque Nationale de Paris, London branch by the Company and all rights, benefits and proceeds in respect thereof;

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

**"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 Deed of Application of Proceeds and Priorities;

**"Insurances"** means, in relation to the Aircraft, (a) all policies and contracts of insurance (including any reinsurances) taken out in respect of such Aircraft, and (b) all the benefits of such policies and contracts of insurance including all claims of whatsoever nature thereunder and returns of premium in respect thereof;

**"Insurers"** means the insurers and re-insurers providing the contracts or policies of insurance required to be effected and maintained with respect to the Aircraft pursuant to the Operative Documents;

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

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

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

**"Notice of Assignment"** means a notice of assignment in substantially the form of the Schedule to the Deposit Charge;

**"Operative Documents"** and **"Other Operative Documents"** bear the meaning ascribed to them in the Deed of Application of Proceeds and Priorities;

**"Other Aircraft Relevant Event"** bears the meaning ascribed to the term "Relevant Event" in each of the Other DAPP's.

**"Other ECA Credits"** bears the meaning ascribed to the term "ECA Credits" in each of the Other DAPP's.

**"Other ECA Loan Agreements"** bears the meaning ascribed to the term "ECA Loan Agreement" in each of the Other DAPP's.

**"Other Mismatch Loan Agreements"** bears the meaning ascribed to the term "Mismatch Loan Agreement" in each of the Other DAPP's

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

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

**"Requisition Compensation"** bears the meaning ascribed to it in the Deed of Application of Proceeds and Priorities;

**"Secured Obligations"** means 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 Lenders, the Facility Agent and/or the Security Trustee by the Borrower pursuant to:

- (i) the Operative Documents; and
- (ii) the Other Operative Documents.

**“Security Documents”** bears the meaning ascribed to in the Deed of Application of Proceeds and Priorities;

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
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 "Company")

Limited\*

\* delete if  
inappropriate

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

A deed of release and deposit charge (the "Deposit Charge") dated 27 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 (collectively referred to as the "Lenders") (pursuant to an ECA Loan Agreement dated 17 September 1999 and Other ECA Loan Agreements (as defined in the Deposit Charge) and a Mismatch Loan Agreement dated 17 September 1999) and Other Mismatch Loan Agreements (as defined in the Deposit Charge).

## SCHEDULE 2

### AMOUNT SECURED BY THE MORTGAGE OR CHARGE

06 wording  
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, the Facility Agent and/or the Security Trustee, by the Company pursuant to the Operative Documents and the relevant Other Operative Documents (the "Secured Obligations").  
(AD)

**SCHEDULE 3**  
**PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED**

The Company 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 of the Secured Obligations.

As security for payment and discharge by the Company to the Lenders, the Security Trustee and the Facility Agent of the Secured Obligations, the Company, with full title guarantee, has assigned absolutely by way of security to the Security Trustee (for the benefit of itself, the Lenders and the Facility Agent) all of its rights, title and interest in and to the Deposit and Collateral.

The Company has agreed not to, without the Security Trustee's consent, permit or agree to any variation of the rights attaching to the Deposit.

At any time when there are Secured Obligations outstanding the Company is not entitled to receive, withdraw or otherwise transfer the Deposit.

The security created by the Deposit Charge is to 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 Deposit Charge 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 DEED OF RELEASE AND DEPOSIT CHARGE DATED THE 27th 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 DATED 17TH SEPTEMBER 1999 AND OTHER ECA LOAN AGREEMENTS (AS DEFINED) AND A MISMATCH LOAN AGREEMENT DATED 17TH SEPTEMBER 1999 AND OTHER MISMATCH LOAN AGREEMENTS (AS DEFINED)) 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**