

Helsingfors, Finland, February 18, 1929.

The National City Company,
55 Wall Street, New York City, U.S.A.

Gentlemen:

Confirming our verbal understanding, we hereby grant you the option to purchase from ourselves an issue of our bonds for \$12,500,000.00 aggregate principal amount upon the terms and conditions described below, to wit:-

- (1). Our said Bonds are to be issued in coupon form, registerable as to principal only, in either or both denominations of \$1,000 and \$500. The Bonds are to be dated as of February 1, 1929, are to mature 30 years from their date, will bear interest at the rate of 6% per annum payable semi-annually, and both principal and interest shall be payable, in times of peace or war, in gold coin of the United States of America, at the Head-Office of the Fiscal Agent, in the Borough of Manhattan, City and State of New York, United States of America, without deduction of any present or future Finnish taxes or duties, and without reference to the citizenship or residence of the holders of the Bonds or their interest coupons. Both principal and interest of the Bonds shall also be collectible, at the option of the respective holders thereof or of their interest coupons, as the case may be, in such places and through such agencies outside of the United States of America and in such currencies as The National City Company may designate prior to the acceptance by it of the Temporary Bond or Bonds as hereinafter described, Provided that the collection of the said sums shall be made in each case at the then current buying rate of the respective agencies for sight exchange on New York. The Bonds are to be unconditionally guaranteed by the Republic of Finland, as to principal, interest and Sinking Fund, by endorsement on each bond. Definitive Bonds are to be engraved in form suitable for listing on the New York Stock Exchange, and we will furnish you promptly upon your request with all such documents and papers as may be necessary for the purpose of making due application on our behalf, and to appear before the Committee on Stock List of the said Exchange and to make any changes in such application which may appear desirable and to furnish the said Committee with any and all information and material which may be stipulated or required.
- (2). For the payment of Interest on outstanding Bonds, and as and for a Sinking Fund for the amortization of the principal thereof by or before maturity, we agree to remit or to cause to be remitted to the Fiscal Agent, on or before each semi-annual interest date (commencing with August 1, 1929), a sufficient sum, in gold coin of the United States of America, to effect payment of interest then payable and to redeem all Bonds selected by lot and called for redemption at par by the Fiscal Agent, all in conformity with attached draft of Loan Contract and the Schedule of Amortization to be prepared and annexed thereto. We reserve the right, at our option, to redeem all Bonds of the Loan outstanding on any semi-annual interest date prior to maturity at a price equivalent to 100% of the principal amount thereof, upon notice given in conformity with attached draft of Loan Contract.
- (3). In consideration of your acceptance of this option, and of your aid and advice in connection with this financing operation, we agree that this option shall be irrevocable by us before Tuesday, April 30, 1929, at Noon, Helsingfors time, prior to which time NOTIFICATION of your election to utilize this option by purchase at the price hereinafter named of aforesaid Bonds shall have been communicated to us here (it being acknowledged that you intend to avail yourselves of this option ONLY IF, in the exercise of your best judgment, you believe said Bonds can be successfully sold to the public at 92 or higher before said date).
- (4). If NOTIFICATION as stipulated in (3) is duly received by us from you within the time specified, you are hereby authorized to proceed with the issuance and sale of aforesaid Bonds, and we agree: (a) To deliver to you a temporary Bond or Bonds, in the aforesaid aggregate principal amount, twenty-one days after the date on which your NOTIFICATION aforesaid has been received by us, at the Head-Office of the Fiscal Agent for the Loan, against payment by you of the purchase price hereinafter named, Provided, however, that you shall have the option to extend the time for delivery and payment from time to time for a further period or periods not exceeding thirty days in the aggregate. THE PURCHASE PRICE TO BE PAID UPON THE DELIVERY OF THE SAID TEMPORARY BOND OR BONDS shall be the sum of \$11,125,000.00 (being the equivalent of 89% of the aforesaid \$12,500,000.00 aggregate principal amount of Bonds), to which sum shall be added a sum equivalent to interest on \$12,500,000.00 at the rate of 6% per annum from March 1, 1929, to the date of the delivery thereof. AND we also agree: (b) To appoint THE NATIONAL CITY BANK OF NEW YORK, 55 Wall Street, New York, N.Y., U.S.A., as Fiscal Agent for this Loan, and (c) To furnish you, prior to the date to be fixed by you in your discretion for the first public offering of the Bonds, with an officially signed PROSPECTUS LETTER, substantially in accordance with the attached draft, subject to such changes as may be mutually agreed upon, and you shall be permitted to use such Prospectus Letter in such manner as you may deem advisable in offering the said Bonds for sale, and (d) To pay, as part of the expenses of the issue of Bonds, the cost of engraving and printing said Bonds, any Interim Certificates which may be issued by you, the fees of the Fiscal Agent in connection with the issue, the charges for the use of any mechanical devices which may be employed in the signing, execution, counter-signing or authentication of any Bonds or Interim Certificates, all expenses necessarily incurred by you in exchanging temporary Bonds or Interim Certificates for Definitive Bonds, the cost of listing the Bonds on the New York Stock Exchange, any and all stamp taxes and other taxes levied or imposed by or under any law or laws in force either in the United States of America or in the Republic of Finland in connection with the issue of the Bonds, and (e) To execute a formal Loan Contract substantially as per attached draft, with such amendments as may be mutually agreed upon between us, within five days from the receipt of your NOTIFICATION referred to in (3) and (4) above.

Yours very truly,

Helsingfors, Finland, February 18, 1929

Referring to the option and authorization on the reverse side hereof, THE NATIONAL CITY COMPANY, of New York, N.Y., U.S.A., agrees to use its best efforts to make a successful issue within the time specified therein. Any circumstances or happenings beyond our control, which may hereafter occur and hinder or prevent us in our efforts, shall release us from all obligations hereunder.

THE NATIONAL CITY COMPANY

BY _____
REPRESENTATIVE

February 23, 1929

The National City Company, and
Messrs. Lee, Higginson & Company,
New York City, U.S.A.

Gentlemen:

Referring to our letter of to-day addressed to and granting The National City Company the option to purchase at a therein specified price, on or before April 30th next, an issue of our bonds for \$12,500,000.00 aggregate principal amount, we hereby modify and/or supplement said letter as follows, to wit:-

a). The address is changed to read as follows:-

"The National City Company, and
"Messrs. Lee, Higginson & Company,
"New York City, U.S.A."

b). The date of the Bonds, interest payment dates, and other thereupon contingent dates, may at your sole option and discretion be altered to other dates which you may eventually consider more suitable and appropriate with regard to and in relation to the date selected by you for making public offering of the Bonds, PROVIDED, however, that the date of "March 1, 1929" given in line 12 of §4 shall, if altered, be fixed at one month later than the date actually given the Bonds themselves.

c). §4 is hereby supplemented by the following:

"(f) To issue no other or additional loan or obligation in the U.S.A.,
" without your express consent in writing, within a period of one
" year from the date on which you may eventually make public issuance of this present aforesaid Loan."

We agree that any modifications and/or supplements which it may prove necessary to make to the Loan Contract, by virtue of above mentioned (a), (b), and (c), shall be made.

We also agree that this present letter and our first above mentioned letter shall be read, taken and construed as one and the same instrument for all purposes, with such modifications and/or supplements only as are herein made.

Yours very truly,

OSUUSKASSOJEN KESKUSLAINARAHASTO OSAKEYHTIÖ

BY _____