



Date: 16th of November, 2009

NON-INCIDENT/ ACCIDENT STATEMENT

To whom it may concern,

This is to confirm that during operation by Siberia (S7) Airlines neither the Engine Model CF6-80C2A2 ESN 690-145 nor parts installed on it have been involved in any incident or accident, major failure, or fire which could lead to extreme stress or heat and have been obtained from any Government, Military or Unapproved source.

Engine Total Time/Total Cycles: 61113 FH / 20720 FC.

Yours faithfully,

A handwritten signature in dark ink, appearing to be 'Mark Nagorny', written over a horizontal line.

Mark Nagorny
Head of Quality Assurance Department
Continuing Airworthiness Departments

Sonoma LTD.
Milner House
18 Parliament Street
Hamilton, HM12 Bermuda

December 17, 2009

Re: One (1) Airbus A 310-200 aircraft bearing Manufacturer's Serial Number 468 and
two (2) CF6-80C2A2 engines bearing Manufacturer's Serial Number 690145 and
695277

To Whom It May Concern:

Please be advised that during the time period between June 10, 2005 and November 20, 2009, Sonoma LTD. ("Owner") was the owner of the Airbus A 310-200 airframe bearing Manufacturer's Serial Number 468 ("Airframe") and two (2) CF6-80C2A2 engines bearing Manufacturer's Serial Numbers 690145 and 695277 ("Engines"). For the time period commencing on June 10, 2005 and ending on November 20, 2009 ("Lease Term") the Airframe and Engines were leased through an intermediate lessor to Siberia Airlines, an Open Joint Stock Company registered in the Russian Federation, and operating as S7 Airlines ("Operator"), who exercised operational control over the Airframe and Engines during the Lease Term.

Very truly,

Sonoma Ltd.

By: EMa

Name: ERNEST A. MORRISON
DIRECTOR

Title: _____

**LEASE SUPPLEMENT AND ACCEPTANCE
CERTIFICATE**

This Lease Supplement and Acceptance Certificate relate to the Aircraft Lease Agreement (the Agreement) dated 9 June 2005 and made between Cramington Services Ltd. (the Lessor), and Siberia Airlines (the Lessee) in respect of the A310-200 aircraft with manufacturer's serial number 468 and having two (2) CF6-80C2A2 Engines with serial numbers 690145 and 695277 installed thereon (as more particularly described in the Agreement as the Aircraft).

Unless otherwise defined in this certificate, capitalized words and expressions used in this certificate shall have the same meanings as given to them in the Agreement.

1. The Aircraft has been technically accepted by us together with Aircraft Documentation on the 10 day of June 2005. Delivery took place on that date at Hannover, Germany at 13:00 hours.

2. We confirm that the Aircraft meets the Delivery Condition and other requirements necessary for us to technically accept it and that the Lessor has fully performed all of its obligations under the Agreement with respect to that delivery.

3. At delivery the Aircraft had 20800 kilos of fuel on board.

4. Other statistics evidencing the condition of the Aircraft at delivery (including Flight Hours and Cycles) are attached herewith as Schedule 1.

Attachment: Schedule 1 - Aircraft General Information Sheet.

**ДОПОЛНЕНИЕ К ДОГОВОРУ АРЕНДЫ И
АКТ ПРИЕМА-ПЕРЕДАЧИ**

Настоящее Дополнение к Договору Аренды и Акт Приема-передачи связаны с Договором Аренды ВС (Договор) от 9 июня 2005 г. подписанным между Cramington Services Ltd. (Арендодатель) и ОАО «Авиакомпания «Сибирь» (Арендатор) в отношении воздушного судна A310-200 с серийным номером производителя 468 и двумя (2) установленными Двигателями CF6-80C2A2 с серийными номерами 690145 и 695277 (более подробно описанного в Договоре как Воздушное Судно)

Если иначе не указано в настоящем акте, слова и выражения, написанные в настоящем акте с большой буквы, должны иметь значение указанное в Договоре.

1. Техническая приемка Воздушного Судна вместе с Документацией ВС осуществлена нами 10 июня 2005 г. Поставка произошла в этот день в г. Ганновер, Германия в 13 часов 00 минут.

2. Мы подтверждаем, что Воздушное Судно отвечает Состоянию при поставке и другим требованиям, необходимым для его технической приемки и что Арендодатель полностью выполнил все свои обязательства по Договору в отношении поставки.

3. На момент поставки на борту Воздушного Судна находилось 20800 кг. топлива.

4. Другие показатели, свидетельствующие о состоянии Воздушного Судна на момент поставки (включая налет и количество циклов) указаны в Приложении №1.

Приложение №1 - Лист общей Информации о Воздушном Судне.

For and on behalf of / От лица
Cramington Services Ltd


Signature / Подпись:

CRAMINGTON SERVICES LTD
Name / Имя:

Director
Title / Должность:

10 June 2005
Date / Дата:

For and on behalf of / От лица
ОАО «Авиакомпания «Сибирь»


Signature / Подпись:

VLADISLAV FILEV
Name / Имя:
GENERAL DIRECTOR
Title / Должность:

10 June 2005
Date / Дата:

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT FOR GOOD AND VALUABLE CONSIDERATION the receipt and sufficiency of which is hereby acknowledged **SONOMA LTD.** (the "**Seller**"), being the sole owner of the full legal and beneficial title to the aircraft, engines, equipment and documents described below (the "**Aircraft**");

- Airbus A310-200 aircraft bearing manufacturer's serial number 468;
- 2 (two) CF6-80C2A2 engines bearing manufacturer's serial number 690145 and 695277 (the "**Engines**");
- all parts, components, furnishings, equipment and accessories belonging to, installed in or appurtenant to such Aircraft or Engines; and
- the Aircraft Documents,

does hereby sell, grant, transfer and deliver absolutely full legal and beneficial title in and to the Aircraft, free of all Security Interests to **ANT Aviation Finance, L.L.C.** (the "**Purchaser**") pursuant to an aircraft sale agreement dated September 23, 2009 between the Seller and the Purchaser (the "**Sale Agreement**"), to have and to hold the Aircraft forever.

The Seller hereby warrants to the Purchaser, its successors and assigns that it had on the date hereof good and lawful right to sell, deliver and transfer good and marketable title to the Aircraft, free and clear of all Security Interests to the Purchaser, and that there has been conveyed to the Purchaser on the date hereof good and marketable title to the Aircraft, free and clear of all Security Interests and that it will warrant and defend such title forever against all claims and demands whatsoever.

Except as otherwise provided herein or in the Sale Agreement, the Aircraft is sold "**AS IS, WHERE IS**". The term "**Aircraft Documents**" when used in this Bill of Sale shall have the meaning given to it in the Sale Agreement. "**Security Interest**" means any mortgage, charge,

pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect and any interest created pursuant to any leasing arrangement.

This Bill of Sale is governed by the laws of New York, New York, USA.

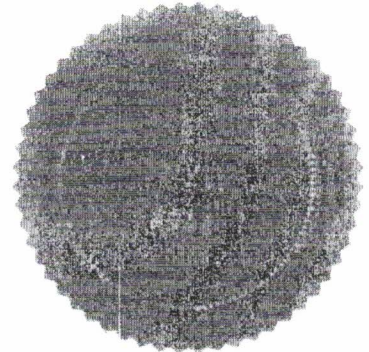
IN WITNESS whereof, the Seller has executed this Bill of Sale as of this 20 day of November 2009.

The Common Seal of

SONOMA LTD.

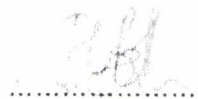
was hereunto affixed

in the presence of




.....

Director **ERNEST A. MORRISON**
DIRECTOR


.....

JONATHAN BETTS
DIRECTOR

Director/Secretary

PARTS CONSIGNMENT AGREEMENT

THIS PARTS CONSIGNMENT AGREEMENT (this "Agreement") is made this ____ day of December, 2009 (the "Effective Date"), by and between **ANT AVIATION FINANCE, L.L.C.**, having its principal place of business at 848 Brickell Ave, Suite 500, Miami, Florida 33131 (hereinafter referred to as "OWNER"), and **GA TELESIS, LLC**, having its principal place of business at 5400 NW 35th Avenue, Ft. Lauderdale, Florida 33309 (hereinafter referred to as "CONSIGNEE"). OWNER and CONSIGNEE are collectively the "Parties" and each is individually a "Party" to this Agreement.

PREAMBLE

WHEREAS:

- (a) OWNER is (or will be) the owner of certain Engines and Parts specified on one or more Schedules substantially in the form of Attachment A hereto (each such schedule an "Schedule" and together the "Schedules") and desires to offer the Engines and Parts for sale and dismantling for parts for further marketing and selling; and
- (b) CONSIGNEE is in the business of marketing aircraft, aircraft engines, selling and repairing aircraft parts and components;
- (c) OWNER is desirous of appointing CONSIGNEE as the exclusive CONSIGNEE to arrange for the disassembly and sale of the Engines and/or Parts as defined below; and,
- (d) CONSIGNEE has represented to OWNER that it has the staff, facilities and financial security to carry out its proposed obligations as set out below.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, OWNER and CONSIGNEE hereto hereby agree as follows:

1. DEFINITIONS

Any law, regulation or act defined in this Agreement shall include each amendment, modification and supplement thereto.

"Agreement" means this Agreement and any exhibits and/or amendments attached hereto.

"End User" means airlines, maintenance, repair and overhaul facilities (MRO's), fixed base operators (FBOs), mandated distributors and repair shops.

"Engines" means one or more engines described more specifically on a Schedule

"Equipment:" means Engines and Parts.

"Facility" means CONSIGNEE's facility at 5400 Northwest 35th Avenue, Building 16, Fort Lauderdale, FL 33309, USA.

"Fair Market Value" or "FMV" means that price an interested buyer would be willing to pay and an


OWNER: _____

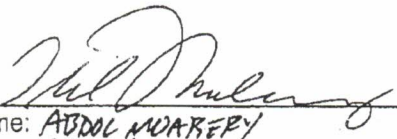
CONSIGNEE: _____

IN WITNESS WHEREOF, the Parties hereto by their duly authorized officers have executed this Agreement as of the day and year first above written.

ANT AVIATION FINANCE, L.L.C.

GA TELESIS, LLC

By: 
Name: **Mark Brown**
Title: **Vice-President**

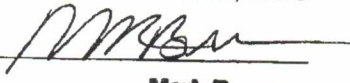
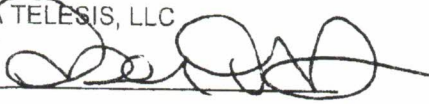
By: 
Name: **ABDOL MUAREY**
Title: **PRES/CEO**

OWNER: _____

CONSIGNEE: _____

ANT AVIATION FINANCE, L.L.C. – GAT Equipment Schedule No.1
Dated as of JAN. 5 2010

Description of Equipment (attach details as necessary):

Owner: ANT AVIATION FINANCE, L.L.C	Consignee: GA TELESIS, LLC
By <u></u>	By <u></u>
Title <u>Mark Brown Vice-President</u>	Title <u>Executive Vice President</u>

Schedule 1 to
ANT AVIATION FINANCE, L.L.C – GAT Consignment Agreement
Schedule No. 1

Engine Manufacturer	Engine Model	Engine Serial Number
General Electric	CF6-80C2A2	690132
General Electric	CF6-80C2A2	695277
General Electric	CF6-80C2A2	690145
General Electric	CF6-80C2A2	695218
General Electric	CF6-80C2A2	695268