

PARTS CONSIGNMENT AGREEMENT

BY AND BETWEEN

**ANT AVIATION FINANCE, L.L.C.
("OWNER")**

AND

**GA TELESIS, LLC
("CONSIGNEE")**

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

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: _____

Title: _____

Mark Brown
Vice-President

By: _____

Name: _____

Title: _____

ADDAL MCAREEY
PRES/CEO

OWNER: _____

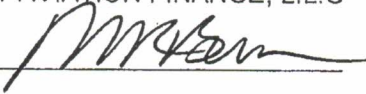
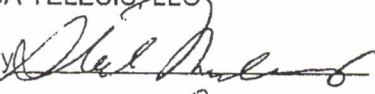
CONSIGNEE: _____

Schedule 1 to
ANT AVIATION FINANCE, L.L.C – GAT Consignment Agreement
Schedule No. 2

Engine Manufacturer	Engine Model	Engine Serial Number
General Electric	CF6-80C2A2	690214

ANT AVIATION FINANCE, L.L.C. – GAT Equipment Schedule No. 2
Dated as of February 2nd, 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</u> Vice-President	Title <u>CEO</u>

BILL OF SALE (ENGINE 690214)

KNOW ALL MEN BY THESE PRESENTS:

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

- One CFM International model CF6-80C2A2 aircraft engine bearing manufacturer's serial number 690214;
- all parts, components, furnishings, equipment and accessories belonging to, installed in or appurtenant to such Engine; and
- the Aircraft Documents as relating to the Engine,

does hereby sell, grant, transfer and deliver absolutely full legal and beneficial title in and to the Engine, free of all Security Interests to **ANT Aviation Finance, L.L.C.** (the "**Purchaser**") pursuant to an aircraft sale agreement dated September 23, 2009, as amended, between the Seller and the Purchaser (the "**Sale Agreement**"), to have and to hold the Engine 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 Engine, 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 Engine, 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 Engine 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 16 day of December 2009.

The Common Seal of

SUNSTONE LTD.

was hereunto affixed

in the presence of



Director **ERNEST A. MORRISON**
DIRECTOR



JONATHAN BETTS
DIRECTOR
Director/Secretary



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

December 17, 2009

Re: One (1) CF6-80C2A2 engine bearing Manufacturer's Serial Number 690214

To Whom It May Concern:

Please be advised that during the time period between November 5, 2009 and December 16, 2009, Sunstone LTD. ("Owner") was the owner of the CF6-80C2A2 engine bearing Manufacturer's Serial Number 690214 ("Engine"). For the time period commencing on November 5, 2009 and ending on November 19, 2009 ("Lease Term") the Engine was 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 Engine during the Lease Term.

Very truly,

Sunstone Ltd.

By: 

Name: _____

ERNEST A. MORRISON
DIRECTOR

Title: _____

LEASE SUPPLEMENT AND ACCEPTANCE CERTIFICATE	ДОПОЛНЕНИЕ К ДОГОВОРУ АРЕНДЫ И АКТ ПРИЕМА-ПЕРЕДАЧИ
This Lease Supplement and Acceptance Certificate relate to the Aircraft Lease Agreement (the Agreement) dated <u>December 23, 2005</u> and made between Cramington Services Ltd. (the Lessor), and Siberia Airlines (the Lessee) in respect of the A310-300 aircraft with manufacturer's serial number 520 and having two (2) CF6-80C2A2 Engines with serial numbers 690214 and 690130 installed thereon (as more particularly described in the Agreement as the Aircraft).	Настоящее Дополнение к Договору Аренды и Акт Приема-передачи связаны с Договором Аренды ВС (Договор) от « <u>23</u> » <u>декабря</u> <u>2005</u> г. подписанным между Cramington Services Ltd. (Арендодатель) и ОАО «Авиакомпания «Сибирь» (Арендатор) в отношении воздушного судна A310-300 с серийным номером производителя 520 и двумя (2) установленными Двигателями CF6-80C2A2 с серийными номерами 690214 и 690130 (более подробно описанного в Договоре как Воздушное Судно)
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.	Если иначе не указано в настоящем акте, слова и выражения, написанные в настоящем акте с большой буквы, должны иметь значение, указанное в Договоре.
1. The Aircraft has been technically accepted by us together with Aircraft Documentation on the <u>23</u> day of <u>December 2005</u> . Delivery took place on that date at Hannover, Germany at <u>10:00</u> hours.	1. Техническая приемка Воздушного Судна вместе с Документацией ВС осуществлена нами <u>23 декабря 2005</u> г. Поставка произошла в этот день в г. Ганновер, Германия в <u>10</u> часов <u>00</u> минут.
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.	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. At delivery the Aircraft had <u>8100</u> kilos of fuel on board.	3. На момент поставки на борту Воздушного Судна находилось <u>8100</u> кг. топлива.
4. Other statistics evidencing the condition of the Aircraft at delivery (including Flight Hours and Cycles) are attached herewith as Schedule 1.	4. Другие показатели, свидетельствующие о состоянии Воздушного Судна на момент поставки (включая налет и количество циклов) указаны в Приложении №1.
Attachment: Schedule 1 - Aircraft General Information Sheet.	Приложение №1 - Лист Общей Информации о Воздушном Судне.

For and on behalf of / От лица
Cramington Services Ltd

[Signature]
Signature / Подпись:

[Name]
Name / Имя:

[Title]
Title / Должность:

23.12.2005
Date / Дата:

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

[Signature]
Signature / Подпись:
VLADISLAV KULEV
Name / Имя:

GENERAL DIRECTOR
Title / Должность:

23.12.2005
Date / Дата:



Date: 7th of October, 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 ESN690-214 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: 60909/19895.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Mark Nagorny', with a long horizontal stroke extending to the right.

Mark Nagorny
Head of Quality Assurance Department
Continuing Airworthiness Departments

JSC "Siberia Airlines"
City Ob-4, Novosibirsk Region,
Russia, 633104



Date: October, 7 2009

STATEMENT

To whom it may concern,

Hereby Siberia (S7) Airlines certifies that Engine Model CF6-80C2A2 ESN: 690-214, was operated at Thrust Rating C2A2 (52 460 Lb) since date of delivery till the current date.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'R. Yakubov'.

Rustem Yakubov
Quality Assurance Director
Siberia Airlines

JSC "Siberia Airlines", City Ob-4, Novosibirsk Region, Russia, 633104
Tel: +7 (3832) 599-011, +7 (495) 540-4794
Fax: +7 (3832) 106-052; +7 (495) 540-4790
e-mail: info@s7.ru, www.s7.ru