

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Solutions North America, Inc. 1025 Connecticut Ave. NW Suite 1012 Washington DC 20036	2. Registration No. 5517
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3. Name of foreign principal Saratov Aviation Plant Joint Stock Company	4. Principal address of foreign principal 1, Orjoni Kidze Sq., Saratov, 410015, Russia
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals. *none*

7. If the foreign principal is a foreign political party, state:

a) Principal address.

b) Name and title of official with whom registrant deals. *none*

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Aircraft design, manufacturing, repair, sales.

Boat design, manufacturing, repair, sales.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

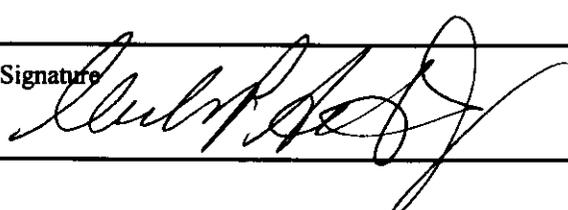
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

To the best of our knowledge, Sarator ~~Inc~~ Aviation Plant Joint Stock Company is owned and fully controlled by private investment of which the primary owner, founder, invested his own money, labor, and knowledge to build the company. This owner supervises, owns, directs, controls, and finances the company and is a Russian citizen.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NONE

Date of Exhibit A February 20, 2003	Name and Title Charles P. Sexton, Jr. President	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant <i>Solutions North America, Inc.</i>	2. Registration No. <i>5517</i>
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3. Name of Foreign Principal
Sarator Aviation Plant Joint Stock Company

Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Formal written contract based on registrant providing skills services, and knowledge to assist client with developing their business and consequently providing guidance in the areas of government and public relations. In addition to monthly fee & finder's fee, registrant will be reimbursed for approved travel expenses.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide guidance to develop realistic business plan, strategy for achieving goals, and assistance with design and preparation, and delivery of presentations.

Make business contacts, arrange meetings and set agendas on behalf of foreign principal.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B February 20, 2003	Name and Title Charles P. Sexton Jr. President	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING AGREEMENT**January 10, 2003****Saratov, Russia**

This Agreement is hereby entered into between Saratov Aviation Plant Joint Stock Company (hereinafter referred to as "Client"), a Corporation of Russia (Country Code 643), and Solutions North America Inc. (hereinafter referred to as "Consultant"), a Corporation of Delaware, USA (Country Code 840).

1. Consulting Services

Under the terms set forth below, Client retains the services of Consultant to provide skills, services and knowledge in assisting Client in the fields of business development, government and public relations.

2. Term

Consultant agrees that for a period of one (1) year, commencing on January 13, 2003 and ending on January 12, 2004 that it will render Client such consulting services as Client may request relating to the fields mentioned in section 1. This Agreement will automatically renew at the end of one (1) year per the payment terms in sections 3 and 4 of this Agreement. All such services shall be rendered by Consultant or by Consultant's associates or employees, as approved by Client. All such personnel, if any, shall be directly supervised by Consultant who shall be present with such personnel at such times as it deems reasonably necessary.

3. Fee

Client shall keep a record of further monthly retainer fee of \$20,000 USD (Code 840) to Consultant. Client will also reimburse Consultant for the documentary approved expenses including travel, incurred by Consultant relating to its consulting services provided to Client. These fees and reimbursements shall be due upon receipt of funds as discussed at the Finder's Fee section and shall be in addition to the finder's fee.

4. Finder's Fee

In addition to the fees referenced in section 3, during the Agreement term, Consultant shall act as a nonexclusive finder of buyers or funders for services and/or goods of Client and Consultant shall be paid 10% finder's fee on the total transaction in USD (Code 840). Such finder's fee shall be due to Consultant whenever Client enters into a binding agreement with a buyer introduced by Consultant or resulting directly from a lead supplied by consultant. In order to earn its finder's fee, Consultant is not required to participate in negotiations or in the preparation of Client's contract with its buyer/funder, unless under mutual agreement between Consultant and Client.

Consultant shall not be entitled to the fee referenced in Section 3 and to the finder's fee until the Client receipts payment under the contract with a buyer or funder. The total amount of fee due to the Consultant shall be due and payable (at bi-lateral Protocol on work performed) within three (3) business days that payment is received by the Client under the contract with a buyer or funder.

Any arrangements made by Consultant with any broker or other persons with whom Consultant is or may be involved are the total responsibility of Consultant.

5. Independent Contractor

Consultant shall act as an independent contractor and not as an agent of Client and Consultant shall make no representation as an agent of Client. Consultant shall have no authority to bind Client or incur other obligations on behalf of Client.

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6. Indemnification and Hold Harmless

The Client will indemnify and hold harmless the Consultant and its owners, employees, associates, and agents (The "Indemnitees") for any losses, expenses, claims, judgments, or damages arising out of any act or omission by any of the Indemnitees in connection with the Consultant services.

7. Termination

If any of the parties will not want to renew this Agreement, it should send another party a thirty (30) days advance written notice prior to the date of ending of this Agreement as per section 2.

This Agreement may be terminated by either party at any time on thirty (30) days advance written notice. Such termination becomes effective in thirty (30) days from the day of receipt of the written notice by the other party. Client shall reimburse Consultant for documentary approved expenses to the effective date of termination of this Agreement. Any other installments due to Consultant shall be paid only if the Client receives from a buyer or funder, found by the Consultant, a payment under the contract between the Client and a buyer or funder, even if the funds are received after the contract is terminated.

Except as otherwise provided herein, all duties and obligations of the parties under this Agreement shall cease as of the effective date of termination.

8. Standards of Conduct

Client and Consultant agree to conduct their business in strict compliance with applicable law, rules and regulation, with honesty and integrity and with a strong commitment to the highest standards of business ethics. Client and Consultant agree that they will at all times adhere to these standards, as well as any other customary standards of business conduct including conduct prescribed by law or regulation.

9. Entire Agreement

This Agreement contains the entirety of the agreement between the parties with respect to its subject matter. This Agreement is not assignable by either party without the consent of the other. No alteration, modification, release, or waiver of this Agreement or any of the provisions hereof shall be effective unless in writing, executed by the parties hereto.

This Agreement is made and executed in English in two copies, one copy for each party, both copies shall have equal legal force.

10. Banking

The Client shall be responsible for assuring that the total fees noted in paragraphs 3 and 4 are deposited in USD (Country Code 840) in a timely fashion in the US bank account(s) of the Consultant. The total amount due by the Client to the Consultant will not be reduced by any duties, tariffs, custom limitations, etc.

11. Applicable Law

This Agreement will be governed by and construed under the laws of France. The cases of arise the court disputes between Client and Consultant are to be submitted for settlement, to International Trade Arbitration, with its seat in Paris, France.

12. Addressee of the Parties

CLIENT:

"Saratov Aviation Plant" JSC.
1, Orjonikidze Sq., Saratov, 410015, Russia.
Tel: 7-8452-96-81-01, Fax: 7-8452-96-46-84.

Bank Accounts:

SWIFT IRVTUSSN THE BANK OF NEW-YORK, NEW-YORK, USA
690-0057-610
SWIFT SABRRUM3 SAVINGS BANK OF THE RUSSIAN FEDERATION, SREDNERUSSKY OFFICE,
MOSCOW, RUSSIA
for "SARATOV" Commercial Bank, SARATOV, RUSSIA
Corr. A/C # 30109840040000000018
in favor of ZAVOOSKOY FILLIAL OF "SARATOV" Commercial Bank, SARATOV, RUSSIA
Corr. A/C # 30301840007700000001
for JSC "SARATOV AVIATION PLANT", SARATOV, RUSSIA
Current A/C # 40702840400000000163.

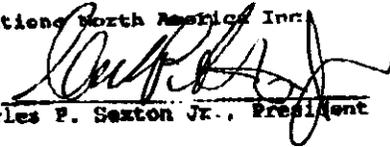
CONSULTANT:

Solutions North America, Inc.
1025 Connecticut Avenue, NW, Suite 1012, Washington, DC 20036, USA
tel: 202-828-1233, fax: 202-857-9799

Bank Accounts:

Commerce Bank, Media PA, USA
ABA Routing # 036001608
Swift Code: CBNAUS33
Account Name: Solutions North America, Inc.
Account #: 364078246

Solutions North America, Inc.

By: 
Charles P. Sexton Jr., President



Saratov Aviation Plant Joint Stock Company

Dr. A. A. Ermishin, General Director

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