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OMB No. 1124-0006; Expires October 31, 2026

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. 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 online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control Section, National Security 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
Rathmell Short LLP

2. Registration Number
7554

3. Primary Address of Registrant
1519 28th Street NW, Washington, DC 20007

4. Name of Foreign Principal
Vasily Brovko

5. Address of Foreign Principal
75A Volokolamskoye Highway
Moscow
RUSSIA 125424

6. Country/Region Represented
RUSSIA

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☒ Individual-State nationality RUSSIA

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

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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.

See Appendix for Response

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 ☒

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
05/20/2025	Jason M. Short	Sign	/s/Jason M. Short
		Sign	
		Sign	
		Sign	

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
05/20/2025	/s/ Jason M. Short	Jason M. Short

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Appendix
Response to Item 10(a)

Mr. Brovko is a citizen of Russia, and is an internationally-recognized businessman in the field of global communications strategies. Mr. Brovko graduated from the Department of Political Science at the Faculty of Philosophy of Lomonosov Moscow State University.

Since 2013, Mr. Brovko has worked for Rostec (formerly the Russian Technologies Corporation), and is presently the Director of Special Assignments at Rostec. Additionally, Mr. Brovko has served as a member of the board of directors for - among other entities - the Instrument Manufacturing Corporation and Oktava, JSC.

For his numerous contributions to the fields of industry, technology, and socio-political advocacy, Mr. Brovko has been awarded - among other recognitions - the Medal of the Order "For Merit to the Fatherland," the Silver Medal "For Special Contribution to the Development of the Tula Region," and the Order of Friendship.

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

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. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. 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 online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control Section, National Security 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	2. Registration Number
Rathmell Short LLP	7554

3. Name of Foreign Principal

Vasily Brovko

Check Appropriate Box:

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, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 03/19/2025

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The provision of legal advice in relation to United States judicial and/or administrative proceedings, including interfacing with U.S. government agencies.

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

The provision of legal advice in relation to United States judicial and/or administrative proceedings, including interfacing with U.S. government agencies.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.[1]

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The provision of legal advice in relation to United States judicial and/or administrative proceedings, including interfacing with U.S. government agencies.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
See Appendix for Response			

$ 2.00
Total

13. During the period beginning 60 days prior to the obligation to register[4] to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
See Appendix for Response			

$ 1.00
Total

1 "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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
05/20/2025	Jason M. Short	Sign	/s/Jason M. Short
		Sign	
		Sign	
		Sign	

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
05/20/2025	/s/ Jason M. Short	Jason M. Short

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Appendix
Response to Item 12

Item 12: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise? If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
04/03/2025-04/03/2025	Yudisud Tjong Trading LLC	Funds received by the Registrant have been and shall be used in connection with the provision of legal services exempt from registration pursuant to 22 U.S.C ¿ 613(g). For the avoidance of doubt, because the e-File system requires a non-zero numerical entry, the amount listed as the "Total" ($1.00) has been entered as a placeholder and does not represent the amount of monies disbursed or otherwise expended on behalf of the foreign principal.	$ 1.00
04/07/2025-04/07/2025	Yudisud Tjong Trading LLC	Funds received by the Registrant have been and shall be used in connection with the provision of legal services exempt from registration pursuant to 22 U.S.C ¿ 613(g). For the avoidance of doubt, because the e-File system requires a non-zero numerical entry, the amount listed as the "Total" ($1.00) has been entered as a placeholder and does not represent the amount of monies disbursed or otherwise expended on behalf of the foreign principal.	$ 1.00

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Appendix
Response to Item 13

Item 13: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal? If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
04/15/2025-04/15/2025	Sonoran Policy Group, LLC (d/b/a Stryk Global Diplomacy)	The Registrant has disbursed funds to Sonoran Policy Group, LLC (d/b/a Stryk Global Diplomacy), in connection with and in support of the Registrant's provision of legal services exempt from registration pursuant to 22 U.S.C ¿ 613(g). For the avoidance of doubt, because the e-File system requires a non-zero numerical entry, the amount listed as the "Total" ($1.00) has been entered as a placeholder and does not represent the amount of monies disbursed or otherwise expended on behalf of the foreign principal.	$ 1.00

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RATHMELL SHORT LLP

1519 28th Street NW
Washington, DC 20007

March 19, 2025 ***Privileged & Confidential***

VIA E-MAIL

Sergei Chemezov
Vasily Yuryevich Brovko

Re: Engagement Agreement

Dear Messrs. Chemezov and Brovko:

This letter confirms the retention of Rathmell Short LLP ("**Rathmell Short**") to represent and advise you ("**Mr. Chemezov**" and "**Mr. Brovko**," and, together, "**Clients**" or "**you**") in relation to the matter described below (the "**Engagement**").

Scope of Services

Clients engage Rathmell Short to provide the following legal services:

- Advising Clients regarding compliance with relevant United States laws and sanctions regulations, including those issued pursuant to the Russian Harmful Foreign Activities Sanctions Regulations, 31 CFR Part 587 *et seq.*, and the Ukraine-/ Russia-related Sanctions Regulations, 31 CFR Part 589 *et seq.*;

- Preparing and submitting specific license application(s), request(s) for reconsideration, delisting request(s), and/or similar petition(s) seeking removal of sanctions imposed upon Clients by the United States Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the United States Department of State, and/or any other relevant United States government agency, and representing Client before said United States government agencies; and

- Coordinating with strategic advisory and government relations advisors in support of and ordinarily incident to the foregoing legal services, as authorized pursuant to 31 CFR Part 587.506(c) and 31 CFR Part 589.506(c), and taking into account the current context with regards to the Russian Federation (together, the "**Scope of Services**").[1]

For the avoidance of doubt, this Engagement does not include conducting court litigation or Rathmell Short being on record with a court, which may be the subject of a further agreed engagement letter and budget.

[1] Clients acknowledge that, in undertaking the Scope of Services pursuant to this Engagement, Rathmell Short are under a legal obligation to comply with all applicable sanctions laws, and that Rathmell Short must report the fact of this Engagement to the relevant government authorities. As such, Clients expressly permit Rathmell Short to make any such report(s).

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Fees, Expenses and Billing Practices

The fee for this Engagement is a Fixed Fee of US $4,000,000 (the "**Fixed Fee**"), which shall be payable in the following installments:

(1) US $2,000,000.00 which shall been paid to Rathmell Short upon execution of this Engagement; and

(2) US $2,000,000.00 upon no later than three (3) months from the date of this Engagement.

Clients agree that the funds, and source of funds, used to pay any portion of the Fixed Fee, along with any disbursements under this Engagement, shall not come, directly or indirectly, from any person or entity that is subject to any sanctions and/or asset seizures of any country. Clients further agree that each installment of the Fixed Fee shall become earned upon receipt by Rathmell Short, and that Rathmell Short shall hold no funds on behalf of Clients unless expressly agreed in writing.

Rathmell Short's reasonable expenses (*e.g.*, travel, duplicating, postage, telefax, and other similar expenses) will be billed separately on a monthly basis and are payable on receipt. Any such reasonable expenses shall only be incurred by Rathmell Short with prior authorization from Clients.

Strategic Advisors and Disbursements

Clients authorize Rathmell Short to engage and coordinate with strategic advisory and government relations advisors in support of and ordinarily incident to the legal services set forth in the Scope of Services. For purposes of this Engagement, Rathmell Short shall engage Sonoran Policy Group (d/b/a Stryk Global Diplomacy) ("**SPG**") to provide these legal support services.[2]

Clients acknowledge that any fees or expenses incurred by SPG in the provision of these services shall be covered by the Fixed Fee, with no additional sums payable by Clients.

Conflict Waiver

Each of the Clients has requested that Rathmell Short represent them jointly with the other Clients in connection with this Engagement. We would be pleased to do so subject to the following understandings.

It is understood by Rathmell Short, and the Clients confirm, that there is no conflict of interest between or among any of the Clients and it is not anticipated that such conflict with regard to the Engagement will arise.

[2] For the avoidance of doubt, SPG shall only be engaged and provide services in accordance with United States laws and regulations, including – without limitation – laws relating to sanctions and registrations on behalf of foreign principals.

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It is also understood that, although the Clients' interests are aligned at this time, differences may arise during the Engagement. Nonetheless, Clients have each determined that it is in their individual and mutual interests to have a single law firm represent them in connection with this Engagement. Accordingly, this Engagement Agreement confirms the agreement of the Clients that Rathmell Short may jointly represent both of the Clients in connection with the Engagement and related matters, and that each Client waives any conflict of interest arising out of this joint representation.

It is further understood that Rathmell Short may freely communicate to each Client – along with their approved representatives – any and all information disclosed to us by any of the Clients in connection with the Engagement, and that Rathmell Short shall not withhold any information relevant to the matter as between and among the Clients, unless all Clients expressly agree and instruct Rathmell Short in writing to the contrary. For the avoidance of doubt, each of the Clients agree that such communications, as well as all confidential communications between or among any or all of the Clients and Rathmell Short during the joint representation in connection with the Engagement shall remain privileged as to third parties.

Rathmell Short hereby advises the Clients, and the Clients agree, that Rathmell Short has the right to resign as any Client's counsel, if in Rathmell Short's sole judgment the firm believes such action to be necessary or otherwise appropriate, as detailed further below. In the event Rathmell Short does resign from the firm's representation of a Client, such Client agrees that (i) they shall not use Rathmell Short's representation of them in this Engagement as a basis for seeking to disqualify Rathmell Short from continuing to represent the other Client; and (ii) Rathmell Short may disclose to the other Client and use any privileged and/or confidential information in connection with the Engagement that was provided to Rathmell Short by such Client prior to resignation.

Other Terms and Conditions

A Client may terminate their Engagement at any time, by providing at least fourteen (14) days' notice of said termination in writing to Rathmell Short. Rathmell Short and Clients agree that, in the event a Client terminates the Engagement within three (3) months of the date of the Engagement – *i.e.*, before payment of the second installment of the Fixed Fee – than said second installment shall not become due and payable to Rathmell Short.

Rathmell Short may, in its sole determination, terminate this Engagement in the following circumstances:

(1) Rathmell Short would be in breach of United States law were it to continue to act for you in this Engagement;

(2) You act or otherwise requests that Rathmell Short act in a manner contrary to United States law;

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(3) You fail to provide adequate instructions or documents to enable Rathmell Short to discharge the Scope of Services under this Engagement;

(4) You fail to comply with the terms of any license that Rathmell Short receives from, or any requirements set out by, any United States government authority; and

(5) You fail to pay any installment of the Fixed Fee per the terms set out above.

Notwithstanding the foregoing, this Engagement shall automatically terminate one (1) year after the date of execution of this letter, unless otherwise modified by Clients and Rathmell Short in writing.

Rathmell Short shall retain Clients' legal file(s) for a period of five (5) years following termination of the Engagement. Upon your request, Rathmell Short shall provide you with its legal file(s), subject to any lien attached to Rathmell Short's work product due to unpaid installment(s) of the Fixed Fee.

* * * *

We look forward to working on your behalf.

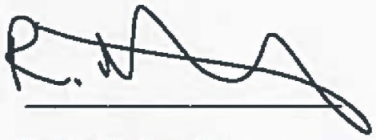
[*Signature blocks to follow*]

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Signed:

RATHMELL SHORT LLP



Robin Rathmell
Founding Partner
Robin.Rathmell@rathmellshort.com

On behalf of Mr. Sergei Chemezov



On behalf of Mr. Vasily Brovko



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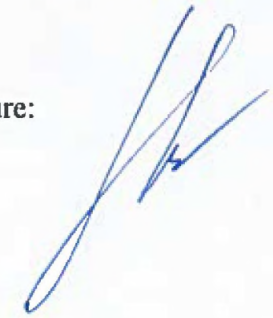
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ATTENTION:

To whom it may concern

Date: March 19, 2025

I, Brovko Vasily Yuryevich, hereby authorize advocate Pankova Alexandra Sergeevna to sign the Engagement Agreement with Rathmell Short LLP on my behalf. I have read and understood the Engagement Agreement terms and conditions in full.

Signature:  Brovko V.Yu.

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ATTENTION:

To whom it may concern

Date: March 19, 2025

I, Chemezov Sergey Victorovich, hereby authorize advocate Pankova Alexandra Sergeevna to sign the Engagement Agreement with Rathmell Short LLP on my behalf. I have read and understood the Engagement Agreement terms and conditions in full.

Signature:  Chemezov S.V.

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RATHMELL SHORT LLP

1519 28th Street NW
Washington, DC 20007

March 29, 2025 ***Privileged & Confidential***

VIA E-MAIL

Sergei Chemezov
Vasily Yuryevich Brovko

Re: Addendum to Engagement Agreement

Dear Messrs. Chemezov and Brovko:

Further to the Engagement, dated March 19, 2025, between Rathmell Short LLP ("**Rathmell Short**") and you ("**Mr. Chemezov**" and "**Mr. Brovko**," and, together, "**Clients**" or "**you**"), this Addendum sets forth the following updated terms and conditions to the Engagement.

Fees, Expenses and Billing Practices

The fee for the Engagement is a Fixed Fee of US $2,600,000.00 (the "**Fixed Fee**"), which shall be payable in the following installments:

(1) US $1,300,000.00 which shall be paid to Rathmell Short upon the date set out in this Addendum to the Engagement; and

(2) US $1,300,000.00 upon no later than three (3) months from the date of the Engagement.

Notwithstanding the above, and for the avoidance of doubt, all other terms and conditions as set forth in the Engagement shall remain effective, including – but not limited to – that Clients agree that the funds, and source of funds, used to pay any portion of the Fixed Fee, along with any disbursements under this Engagement, shall not come, directly or indirectly, from any person or entity that is subject to any sanctions and/or asset seizures of any country.

For the further avoidance of doubt, Clients agree that each installment of the Fixed Fee shall become earned upon receipt by Rathmell Short, and that Rathmell Short shall hold no funds on behalf of Clients unless expressly agreed in writing.

* * * *

We look forward to continuing to work on your behalf.

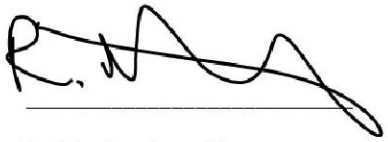
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Signed:

RATHMELL SHORT LLP



Robin Rathmell
Founding Partner
Robin.Rathmell@rathmellshort.com

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