

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 in print and online at: <https://www.fara.gov>.

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, 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 and Address of Registrant White & Case LLP 1221 Avenue of the Americas New York, New York 10021	2. Registration No. 6393
3. Name of Foreign Principal State Development Corporation "VEB.RF"	4. Principal Address of Foreign Principal Akademika Sakharova Prospekt, 9 Moscow, 107996 Russian Federation

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) state corporation (non-profit organization)
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
 N/A
- b) Name and title of official with whom registrant deals
 N/A

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

- a) Principal address
 N/A
- b) Name and title of official with whom registrant deals N/A
- c) Principal aim N/A

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.

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.

State Development Corporation "VEB.RF" provides financing for large-scale projects to develop infrastructure, industrial production and social sphere, and strengthen technological potential.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

VEB.RF is established under the Federal Law "On State Development Corporation 'VEB.RF'". The highest governing body of VEB.RF is the Supervisory Board chaired by the Russian Prime Minister. One of VEB.RF's sources of funds is direct equity contributions from the Russian Federal Budget. The Russian Government provides direction with respect to certain governmental assets held by VEB.RF, but not with respect to other non-governmental assets held by VEB.RF.

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.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
July 25, 2019	Jennifer Paradise, Partner & General Counsel	/s/ Jennifer Paradise

eSigned

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 in print and online at: <https://www.fara.gov>.

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, 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 White & Case LLP	2. Registration No. 6393
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3. Name of Foreign Principal State Development Corporation "VEB.RF"
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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, 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.

White & Case has been retained to represent the interests of State Development Corporation "VEB.RF" in connection with the provision of legal services that may include potential meetings with US government sanctions authorities on behalf of VEB.RF regarding potential new sanctions legislation that could affect the activities of VEB.RF.

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

White & Case has been retained to represent the interests of VEB.RF in connection with the provision of legal services that may include potential meetings with US government sanctions authorities on behalf of VEB.RF regarding potential new sanctions legislation that could affect the activities of VEB.RF.

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.

White & Case may conduct meetings with US government sanctions authorities on behalf of VEB.RF regarding potential new sanctions legislation that could affect the activities of VEB.RF.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
July 25, 2019	Jennifer Paradise, Partner & Counsel	/s/ Jennifer Paradise eSigned

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

SERVICES AGREEMENT – MATTER II

Vnesheconombank, State Development Corporation, hereinafter “*VEB.RF*”, or the “*Client*,” and

the law firm “White & Case LLP,” hereinafter referred to as the “*Law Firm*,” organized on the basis of Article 8 (Limited Partnerships) of the Partnership Law of the State of New York, United States of America, N.Y. Partnership Law §§ 90-119 (2006), represented by Carolyn B. Lamm and Nicole Erb, partners of the *Law Firm*,

(the “Parties”) in connection with the provision of advice relating to US sanctions and government relations, have concluded the present Agreement as follows:

1. SUBJECT OF THE AGREEMENT

1.1. The *Client* entrusts, and the *Law Firm* assumes, obligations related to the representation of the *Client*’s interests in connection with the provision of legal services that may include potential meetings with US government sanctions authorities on behalf of the *Client* regarding potential new sanctions legislation (*not* existing sanctions) that could affect the activities of the *Client* (“*Matter I*”).

1.2. The order and conditions of performance of the representation of the *Client* are regulated by the present Agreement.

1.3. The *Law Firm* will not: (i) represent any existing client or new client in any litigation or arbitration against the *Client* in this *Matter*; (ii) undertake any new representation which has a substantial connection with this *Matter* and which would be adverse to the *Client*’s interests in this *Matter*; or (iii) act for another client in a matter adverse to the *Client*’s interests if, as a consequence of its representation of the *Client*, the *Law Firm* has access to confidential information that is material to that matter (in each case a “related adverse representation”). In case of such a related adverse representation, the *Law Firm* would require written consent of the *Client* and the *Client*’s agreement as to the appropriate safeguards

to be implemented in order to address existing or potential conflicts of interest, which the *Law Firm* would discuss with the *Client* in detail. No attorney or staff member working on this *Matter* shall be involved in such an adverse representation. Subject to the previous three sentences, the *Client* agrees that the *Law Firm* may continue to represent existing clients or undertake to represent new clients in matters that are not related to this *Matter*, even if those clients' interests are directly adverse to those of the *Client*, including judicial or arbitration proceedings, without regard to their scope and value.

The *Law Firm* confirms that on the date of signing of this Agreement it has no conflict of interest in this *Matter*.

In certain cases, the *Law Firm* may have more than one client actually or potentially interested in the subject matter of a transaction, competing for the same objective (for example on an auction sale of a company). In such cases the *Client* agrees that the *Law Firm* is free to act for more than one client provided that the *Law Firm* establishes separate teams and safeguards the information of each client from unauthorized disclosure by an ethical screen.

The *Law Firm* requests that before the *Client* agrees to the above waiver and consent, the *Client* considers its consequences, the *Client's* rights concerning the confidential information which will be disclosed to us in the course of the *Client's* representation and any concerns the *Client* might have as to its effect on the *Law Firm's* representation of the *Client* as a client.

1.4. In connection with *Matter II*, the *Law Firm* undertakes:

1. To provide legal services to the *Client* that may include potential meetings with US government sanctions authorities on behalf of the *Client* regarding potential new sanctions legislation (*not* existing sanctions) that could affect the activities of the *Client*. The specific deliverables and project schedule shall be set forth in a project workplan.

Legal fees and disbursements for the services under Matters I and II shall be charged in accordance with White & Case's hourly rates in accordance with the terms and budget agreed to between the *Law Firm* and the *Client*.

<p>2. RIGHTS AND DUTIES OF THE PARTIES</p>
<p>2.1. The <i>Law Firm</i> will render to the <i>Client</i> all services according to the present Agreement, subject to any and all applicable regulatory filing, licensing and registration requirements for the <i>Law Firm</i>.</p>
<p>2.2. The <i>Law Firm</i> will decide staffing issues in consultation with the <i>Client</i> with the purpose of performing legal services for the <i>Client</i>.</p>
<p>2.3. The <i>Law Firm</i> has the right, upon execution of the present Agreement:</p> <p>To receive from the <i>Client</i> access to the information and explanations necessary for the representation of the interests of the <i>Client</i>, subject to all applicable laws and regulations.</p> <p>The <i>Law Firm</i> and the <i>Client</i> have discussed and are in agreement on the need for the <i>Law Firm</i> to be provided documents in English. The <i>Law Firm</i> and the <i>Client</i> have discussed and are in agreement on the need for the <i>Law Firm</i> to be provided documents in English. The <i>Law Firm</i> shall not be responsible for providing English translations of documents and information provided for the representation of the <i>Client</i>.</p>
<p>2.4. The <i>Law Firm</i> has the right to withdraw from representing the <i>Client</i> in certain circumstances, upon giving the <i>Client</i> reasonable notice to allow it to hire another legal adviser, if, for example:</p> <p>the <i>Client</i> fails to cooperate in the work necessary to protect its interests or otherwise breaches this agreement, or</p> <p>the <i>Client</i> fails to cause timely payment of the <i>Law Firm</i>'s fees and disbursements to be made in accordance with the terms and budget agreed to between the <i>Law Firm</i> and the <i>Client</i>, or</p> <p>the <i>Law Firm</i> determines that it cannot proceed with the representation for legal, professional or ethical reasons, including without limitation, the requirements of applicable sanctions laws.</p> <p>If the <i>Law Firm</i> elects to withdraw, the <i>Client</i> shall take all steps necessary to free the <i>Law Firm</i> of any obligations to perform further, and shall cause all unpaid fees, costs, and expenses to be paid according to the terms and budget agreed to</p>

between the *Law Firm* and *Client*. If the *Law Firm* does not receive additional assignments within 30 days of the conclusion of the representation, the *Law Firm* will consider the attorney-client relationship to have been terminated.

2.5. The *Client* shall have the right:

To give instructions to the *Law Firm* regarding its preferences for the representation of its interests and the protection of its rights;

To demand and receive necessary explanations and information;

To unilaterally terminate the Agreement for any reason by submitting written notice to the *Law Firm*.

If the *Client* elects to terminate the Agreement, the *Client* shall take all steps necessary to free the *Law Firm* of any obligations to perform further, and cause all unpaid fees, costs, and expenses to be paid according to the terms and budget agreed to between the *Law Firm* and *Client*.

3. CONFIDENTIALITY

3.1. Information and documents submitted by the *Client* to the *Law Firm* for the performance of the present Agreement are confidential, except for information and documents which were previously accessible to the public.

3.2. The *Client* and the *Law Firm* promise to keep strict confidentiality of information and documents received during performance of the present Agreement, and to take all reasonable measures to protect such information and documents from disclosure. All confidential documents will be marked or stamped "Confidential" within a reasonable time.

3.3. Notwithstanding paragraphs 3.1 and 3.2 of this Agreement, nothing herein shall prevent the *Law Firm* from using or disclosing confidential information of the *Client* to the extent necessary to comply with applicable law, rule, regulation, court order or in connection with a dispute between the Parties.

3.4 Under applicable rules of professional responsibility, the *Law Firm* is obliged to avoid revealing information acquired as a consequence of

the representation of any client. Therefore, if the *Law Firm* has such information from another client, it cannot disclose it to the *Client* even if that information is relevant to the *Law Firm's* representation of the *Client*. The *Law Firm's* conduct as attorney is and will be governed by the applicable rules of professional conduct at the time of such conduct.

4. ARBITRATION

4.1. The Parties shall undertake every measure to settle in an amicable manner any and all disputes and controversies arising out of or in connection with performance of this Agreement. A claim shall be examined and a written reply to it shall be given within thirty (30) days of the date of receipt.

4.2. Should the Parties fail to resolve such disputes and controversies through claim procedure, all disputes, controversies or claims arising in the course of performance hereof within sixty (60) days of the date of arising shall be settled exclusively at the Arbitration Institute of the Stockholm Chamber of Commerce, Stockholm, Sweden, in accordance with the Rules and procedures of this institute. The arbitration award shall be final and binding on both Parties.

5. FORCE MAJEURE

5.1. The Parties are excused from responsibilities for partial or full default of obligations under the present Agreement if such default was the consequence of force majeure, such as: fire, flood, earthquake, or other acts of nature, war, etc., if such circumstances have directly affected performance of the present Agreement, have arisen after the conclusion of the present Agreement, and if the Parties could neither expect, nor prevent such circumstances by reasonable measures. For the avoidance of doubt, a force majeure event shall not excuse the *Client* from making any payment due under this Agreement.

5.2. The Parties should inform each other in writing about the beginning or the termination of force majeure circumstances within 30 days from the moment of the beginning or the termination of such circumstances. Confirmation of the beginning of force-majeure circumstances should be provided by verification from the competent organization of the country where such circumstances have occurred, not later than 30 days after the beginning of force majeure circumstances. Performance of obligations under the present Agreement shall be suspended for the duration of force majeure circumstances.

6. OTHER CONDITIONS

6.1. Any changes and amendments to the present Agreement are valid only if they are made in writing and signed by both Parties.

6.2. Neither Party has the right to transfer its rights and responsibilities under the present Agreement to a third party without the written consent of the other Party.

6.3. The present Agreement is made in the Russian and English languages in one copy for each of the Parties. Both texts are identical and have an identical legal effect.

6.4. The rules of professional conduct applicable to this Agreement are those of the District of Columbia.

7. LEGAL ADDRESSES OF THE PARTIES

VEB

Igor Krasnov
Senior Vice President
Akademika Sakharova Prospekt, 9,
Moscow, 107996
Russian Federation
Tel. +7 (495) 229 59 10
Email: KrasnovIS@veb.ru

Law Firm:

Nicole Erb
White & Case LLP
701 Thirteenth Street, NW
Washington, DC 20005
United States of America
Tel. +1 (202) 626-3600
Email: nerb@whitecase.com

FOR THE CLIENT

Igor Krasnov
Senior Vice President
Vnesheconombank, State Development Corporation, hereinafter "VEB.RF"

Signature: _____

Date: 7/15/19

FOR THE SERVICE PROVIDER

Nicole Erb
Partner of White & Case LLP

Signature: _____

Date: 7/15/19