

OMB No. 1124-0006, Expires April 30, 2017

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 <http://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: <http://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(e) 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 <http://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, Counterespionage 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.

<p>1. Name and Address of Registrant Goldin Solutions Inc. 928 Broadway, Suite 900, New York, NY 10010</p>	<p>2. Registration No 6056</p>
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<p>3. Name of Foreign Principal RDIF Management Company LLC</p>	<p>4. Principal Address of Foreign Principal 9 Akadamika Sakharova prosp. Moscow, Russia 107996</p>
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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) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
RDIF Management Company LLC
- b) Name and title of official with whom registrant deals
Kiril Dmitriev, CEO

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

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

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 of 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.

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.)


The Russian Direct Investment Fund (RDIF) is a \$10 billion fund established by the Russian government to make investments, including co-investments alongside foreign companies, primarily in the Russian economy.

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

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
9/22/14	Davidson Goldin / Founder	

OMB No. 1124-0004 Expires April 30, 2017

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 <http://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: <http://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 <http://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, Counterespionage 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 Goldin Solutions Inc 928 Broadway, Suite 900, New York, NY 10010	2 Registration No <div style="text-align: right; font-size: 2em; font-family: cursive;">6056</div>
3 Name of Foreign Principal RDIF Management Company LLC	

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.

Communications/public relations outreach primarily to US media.

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


Communications/public relations outreach primarily to US media.

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.

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
9/20/14	Davidson Goldin/Founder	

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.

COMMUNICATIONS AGREEMENT WITH RDIF MANAGEMENT COMPANY LLC № 1-14-0910	СОГЛАШЕНИЕ С ООО «УК РФПИ» ОБ ОКАЗАНИИ МЕДИА-УСЛУГ № 1-14-0910
<p>RDIF Management Company LLC, hereinafter referred to as the Client, represented by its CFO, Ekaterina Kuznetsova, acting under power of attorney dated 20 September 2013, on the one hand,</p>	<p>Общество с ограниченной ответственностью «Управляющая компания РФПИ», именуемое в дальнейшем «Заказчик», в лице Финансового директора, Екатерины Кузнецовой, действующей на основании доверенности от 20 сентября 2013 г., с одной стороны,</p>
<p>and Goldin Solutions Inc., represented by its Founder, Davidson Goldin, on the other hand, jointly referred to as the Parties, have concluded this Contract (hereinafter the Contract) as follows:</p>	<p>и Голдин Солюшнз Инк. (Goldin Solutions Inc.) в лице Учредителя, Дэвидсона Голдина, с другой стороны, совместно именуемые «Стороны», заключили настоящий договор (в дальнейшем «Договор») о нижеследующем:</p>
<p>September 17, 2014 (effective as of September 1, 2014)</p>	<p>17 сентября 2014 г. (действует с 1 сентября 2014 г.)</p>
<p>We, Goldin Solutions Inc., are pleased to confirm that RDIF Management Company LLC (RDIF) retains Goldin Solutions Inc. (Solutions) for media engagement and related strategic efforts in accordance with, and subject to, RDIF's instructions.</p>	<p>Мы, Goldin Solutions Inc., рады подтвердить, что Общество с ограниченной ответственностью "Управляющая компания РФПИ" (РФПИ) привлекает Goldin Solutions Inc. (Solutions) для оказания медиа-услуг и проведению соответствующих оперативных мероприятий в соответствии с запросами РФПИ.</p>
<p>TERM & FEES This agreement is effective from September 1, 2014 through October 31, 2014 which term may be extended by the parties entering into an instrument in writing. The monthly retainer is \$30,000 USD (excluding VAT 18%), payable by RDIF on a first day of each subsequent month upon receipt of an invoice and monthly report on rendered services from Solutions. Total amount of fees hereunder will be of 71,000 USD (including 18% VAT and other indirect taxes). Any payments hereunder shall be effected by RDIF within 15 business days following execution by the Parties of the relevant act of acceptance for provided services.</p>	<p>УСЛОВИЯ И СТОИМОСТЬ УСЛУГ Настоящее соглашение действует с даты вступления в силу до 31 октября 2014 г. включительно с возможностью продления сторонами путем заключения соглашения в письменной форме. РФПИ выплачивает ежемесячное вознаграждение в размере 30 000 долл. США (не включая НДС 18%) в первый день каждого последующего месяца после получения счета и ежемесячного отчета Solutions об оказанных услугах. Общая стоимость услуг по настоящему соглашению, включая НДС 18% и иные косвенные налоги, составляет 71 000 долларов США. Любые платежи по настоящему соглашению должны совершаться РФПИ в течение 15 рабочих дней с даты подписания сторонами соответствующего акта приемки услуг.</p>

EXPENSES & TRAVEL

The monthly retainer covers any and all expenses (including but not limited to local transportation, overnight mail, photocopying, messengers, international telephone calls, online monitoring databases and online media databases). Without prejudice to the above, reasonable travel expenses (with international air travel booked in business class) and any services from third-party vendors will be reimbursed by RDIF separately, in each case, if approved in writing by RDIF in advance. RDIF agrees to reimburse Solutions for reasonable attorneys fees approved in writing by RDIF in advance (maximum \$5,000 USD) related to registration of this agreement, if such registration is required under the laws of the State of New York.

TERMINATION

Each party to this agreement may terminate it unilaterally subject to 10 calendar days written notice. In case of such termination RDIF shall be responsible to pay Solutions proportional part of the monthly retainer up to the date of termination. Upon providing serves hereunder Solutions will provide RDIF with the report on rendered services pursuant to which the Parties will execute an act of acceptance for rendered services.

LEGAL

By execution of this agreement, RDIF agrees to reimburse Solutions for its direct damages including reasonable attorneys' fees and expenses (and excluding, for the avoidance of doubt, the loss of profit, loss of reputation, loss of business opportunity and/or any other indirect or consequential losses whatsoever)

РАСХОДЫ И КОМАНДИРОВКИ

Ежемесячное вознаграждение включает все расходы (в том числе, без ограничений, командировки по стране, срочная доставка, фотокопирование, передача сообщений, международная телефонная связь, работа с базами данных и медиа-ресурсами в режиме онлайн). Без ущерба вышесказанному, обоснованные расходы в связи с командировками (при приобретении авиабилетов бизнес-класса на международных рейсах), а также стоимость услуг третьих лиц будут отдельно возмещаться РФПИ во всех случаях при условии предварительного согласования в письменной форме. РФПИ соглашается компенсировать Solutions обоснованные расходы на оплату стоимости услуг юристов, предварительно согласованные РФПИ в письменной форме (в максимальном размере 5 000 долл. США), в связи с регистрацией настоящего соглашения, если такая регистрация необходима в соответствии с законодательством штата Нью-Йорк.

ОКОНЧАНИЕ СРОКА ДЕЙСТВИЯ

Любая сторона настоящего соглашения вправе расторгнуть его в одностороннем порядке при условии предоставления письменного уведомления за 10 календарных дней. В случае такого расторжения РФПИ несет ответственность за выплату в пользу Solutions суммы ежемесячного вознаграждения пропорционально количеству дней на дату расторжения. По окончании оказания услуг по настоящему соглашению, Solutions предоставит РФПИ отчет об оказанных услугах, в соответствии с которым Стороны подпишут акт приемки оказанных услуг.

ЮРИДИЧЕСКИЕ ВОПРОСЫ

Заклячая настоящее соглашение РФПИ соглашается компенсировать прямые убытки любого рода, в том числе обоснованные расходы на юридические услуги (за исключением, во избежание сомнений, упущенной прибыли, ущерба для репутации, потери бизнес-возможностей и прочих косвенных или последующих потерь любого

directly arising from Solutions having acted in strict and full compliance with RDIF's written instructions, provided that such direct damages are (i) properly documented and (ii) awarded by a final and non-appealable decision of a competent court. The Parties agree that RDIF's aggregate liability hereunder shall not exceed the amount of a monthly retainer hereunder.

Any information communicated by RDIF to Solutions shall be considered privileged and confidential, unless RDIF expressly instructs or permits Solutions to disclose or announce thereof.

This document and any signed addendums constitute the entire agreement between the parties with respect to the subject matter therein and there are no representations, understandings or agreements relative hereto which are not fully expressed therein. This agreement and performance of the terms are governed by the laws of the State of New York.

This agreement is bilingual (in English and Russian), provided that in the instance of any discrepancy English version hereof shall prevail.

RDIF Management Company LLC

Legal address: 9 Akademika Sakharova prosp.,
Moscow, Russia, 107996
Correspondence address:
Capital City, South Tower, 7th Floor, 8 bld. 1
Prenenskaya emb., Moscow, Russia, 123317
OGRN: 1117746429371
INN 7708740277
KPP 770801001

рода), непосредственно связанные с соблюдением Solutions всех без исключения распоряжений РФПИ, предоставленных в письменной форме, при условии, что такие прямые убытки (i) надлежащим образом задокументированы и (ii) установлены окончательным, не подлежащим обжалованию решением компетентного суда. Стороны соглашаются, что совокупная ответственность РФПИ по настоящему соглашению не превышает сумму ежемесячного вознаграждения по настоящему соглашению.

Какая-либо информация, предоставленная РФПИ Solutions, считается строго конфиденциальной, если РФПИ в явной форме не предоставит распоряжения об ином или не разрешит Solutions раскрывать или объявлять такую информацию.

Настоящий документ и какие-либо подписанные дополнительные соглашения к нему представляют собой полное соглашение между сторонами в отношении предмета таких соглашений, и отсутствуют какие-либо заверения или договоренности в отношении настоящего соглашения, которые не были бы в представлены в них в явной форме в полном объеме. Настоящее соглашение и соблюдение его условий регулируются законодательством штата Нью-Йорк.

Настоящее соглашение составлено на русском и английском языке, при этом, в случае каких-либо противоречий, английская версия является преобладающей.

ООО «УК РФПИ»

Юридический адрес: 107996, Россия, Москва,
пр-т Академика Сахарова, д. 9.
Фактический адрес:
123317, Россия, г. Москва, Пресненская наб.,
д. 8, стр. 1 МФК «Город столиц», Южная
Башня, 7 этаж.
ОГРН: 1117746429371
ИНН 7708740277
КПП 770801001

<p>Bank details of the Client for transfers in rubles: Account [redacted] in [redacted] c/a [redacted]</p>	<p>Банковские реквизиты Клиента для переводов в рублях: р/с [redacted] "РАЙФФАЙЗЕНБАНК" г. Москва к/с [redacted]</p>
<p>Bank details of the Client for transfers in USD: [redacted] Beneficiary name: [redacted] Beneficiary account: [redacted]</p>	<p>Банковские реквизиты Клиента для переводов в долларах США: Название банка: [redacted] SWIFT: [redacted] Получатель: [redacted] Номер счета получателя: [redacted]</p>
<p style="text-align: center;">Contractor</p> <p>Goldin Solutions Inc 928 Broadway Suite 900 New York, NY 10024</p>	<p style="text-align: center;">Исполнитель</p> <p>Голдин Солюшнз Инк. 928 Бродвей Сьют 900 Нью-Йорк, НЙ 10024</p>
<p>Bank Details for the Contractor [redacted] New York City ABA Routing: [redacted] [redacted]</p>	<p>Банковские реквизиты: [redacted] г. Нью-Йорк ABA Routing: [redacted] Счет получателя [redacted]</p>
<p>Signatures of the Parties:</p> <p>For the Client Signature: <u>[Signature]</u> Full Name: Ekaterina A. Kuznetsova Title: CFO</p> <p>For the Contractor: Signature: <u>[Signature]</u> Full Name: Davidson Goldin Title: Founder</p>	<p>Подписи сторон:</p> <p>От Заказчика Подпись: <u>[Signature]</u> ФИО: Кузнецова Екатерина Александровна Должность: Финансовый директор</p> <p>От исполнителя: Подпись: <u>[Signature]</u> ФИО: Девидсон Голдин Должность: Учредитель</p>