

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 Meadowood Management, LLC		2. Registration No. 6474
3. Name of Foreign Principal Mr. Valerii Babych	4. Principal Address of Foreign Principal 34/1 Grushevskogo Str Kyiv, Ukraine 01021 +380 44 253-7117	

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:

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

Individual-State nationality Ukraine

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

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 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.

The foreign principal, Mr. Valerii Babych, is the principal of an investment and finance business, and a private oil exploration company. He is also exploring a potential candidacy for national office in Ukraine. As of the date of registration, Mr. Babych is not affiliated with, nor does he control, any foreign political party.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" 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 type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" 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.)*

N/A

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 March 17, 2018	Name and Title Electronically signed by Yuri Vanetik, Senior Advisor	Signature Duo Device Authentication <small>Digitally signed by: Duo Device Authentication DN: CN = Duo Device Authentication Date: 2018.03.17 14:32:27 -04'00'</small>
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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 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 Medowood Management, LLC	2. Registration No. 6474
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3. Name of Foreign Principal

Mr. Valerij Babych

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.

Mr. Babych has agreed to pay the registrant a fee for services, as specified in the attached written contract. The registrant will invoice Mr. Babych for payments to sub-contractors and other vendors, pursuant to the terms provided by Exhibit A of the attached contract

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

Arrange meetings with U.S. government officials, think tanks, and media to discuss U.S. foreign policy regarding Ukraine. The registrant anticipates coordinating these and other services regulated by the Act with a subcontractor, Potomac International Partners (FARA Reg. No. 6459).

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.

The registrant will arrange meetings with U.S. government officials, think tanks, and media to discuss U.S. foreign policy regarding Ukraine.

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
March 17, 2018	Electronically signed by Yuri Vanetik, Senior Advisor	Duo Device Authentication <small>Digitally signed by: Duo Device Authentication DN: CN = Duo Device Authentication Date: 2018.03.17 14:26:33 -0400</small>

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.

Medowood Consulting Agreement

This Consulting Agreement (the "Agreement") is made and entered into effective as of the date of execution, by and between Valeril Babych ("Client") and Medowood Management LLC ("Consultant"). Consultant's principal place of business is 109 East 17th Street, 410 Cheyenne, Wyoming 82001, USA and Consultant's Wyoming registration is 2014-006677680. Client and Consultant individually may be referred to as a "Party" and together may be referred to herein as "Parties". Consultant is a public affairs and management consulting firm and Client is an international business executive who is engaging Consultant in his personal capacity.

SECTION 1. CONSULTING SERVICES

1.1. Term. In accordance with the provisions and conditions of this Agreement, Consultant shall provide Client with consulting services as agreed from time to time over a period of one year, beginning on the date of the execution of this Agreement ("Consulting Term"); unless such services are sooner terminated or extended pursuant to the provisions of this Agreement and/or subsequent written arrangements between Parties. Individual invoices will be issued, and said invoices shall be incorporated and subject to the terms of this Agreement. Consultant's obligations under this Agreement shall become effective only after Consultant receives payment on its invoice(s). Consultant may assign this Agreement and may sub-contract third parties for different aspects of this broad based engagement at its discretion.

1.2. Services. During the Consulting Term, Consultant shall serve as exclusive agent for Client and shall render consulting services in accordance with Client's objectives. Services to be provided by Consultant shall include the following:

Consultant shall conduct feasibility analysis and due diligence at Client's direction, manage legal services through law firms it recommends and engages on behalf of Client, provide public relations services for Client. Consultant shall also provide and manage broad based outreach to U.S. government officials, media and industry, and manage Client relationships with NGOs, and policy oriented institutions, and engage public affairs firms to assist as needed.

1.3. Compensation As compensation for the Consultant Services to be rendered by Consultant, Consultant shall receive fees per invoices submitted by Consultant. Additionally, a monthly retainer shall be paid as set out in Exhibit A, attached hereto and made a part hereof.

SECTION 2. INDEPENDENT CONTRACTOR STATUS

It is mutually understood and agreed that (a) Consultant, while performing services under this Agreement, is at all times acting and performing as an independent contractor; (b) no work, act, commission, or omission by Consultant or the Client pursuant to the terms and conditions of this Agreement shall be construed to make or render Consultant an employee or an agent of the Client and (c) Consultant, while performing services under this Agreement, shall not have the right or power to (i) exercise any management function concerning the Client, (ii) take part in the control of the Client or (iii) have the authority to bind the Client in any manner whatsoever.

SECTION 3. PAYMENT OF INCOME TAXES; INDEMNIFICATION

Independent Contractor Status; Payment of Taxes The payments to be made to Consultant under Section 1 above have been established on the basis that Consultant is an independent contractor. Consultant, at his sole cost and expense, shall pay and be fully liable and responsible for any and all taxes relating to any and all fees paid hereunder. It is understood and agreed that, since Consultant is not an employee of the Client, the Client shall not be responsible for withholding any



payroll taxes from fees paid to Consultant, including without limitation, federal, state and municipal taxes, and federal and state withholdings.

SECTION 4. SUCCESSORS: BINDING AGREEMENT.

Assignment In the event Consultant is subject to any liens, judgments, or collections, this Agreement shall be assigned to Consultant's majority shareholder and current creditor. Any Other transfer of the rights and obligations under this Agreement to the third parties fully or partially shall be allowed only by written consent of the Parties.

SECTION 5. WAIVER AND MODIFICATION

Any waiver, alteration or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by the parties hereto. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

SECTION 6. SEVERABILITY AND GOVERNING LAW

If any of the covenants or other provisions of this Agreement are found to be invalid or unenforceable by a final determination of a court of competent jurisdiction (a) the remaining terms and provisions hereof shall be unimpaired and (b) the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to application of rules or principles of conflicts of laws. Any claim, action, suit or proceeding arising out of this Agreement shall be brought only in the State of California, and Client and Consultant hereby agree to submit to the personal jurisdiction of the state and federal courts located in the State of California.

SECTION 7. ENTIRE AGREEMENT

This Agreement and the other agreements expressly referred to herein constitute the entire understanding and agreement of the Parties hereto regarding the subject matter hereof.

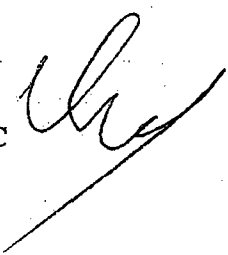
SECTION 8. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original in two authentic copies having equal legal force, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

CONSULTANT:

**Oksana Chernyavskaya,
Managing Director,
Meadowood Management, LLC**



CLIENT:

Valerii Babych

Consulting Agreement - Exhibit A

Client shall pay a monthly retainer of \$55,000.00 (Fifty Five Thousand US Dollars and zero cents), excluding expenses and project invoices agreed to from time to time between Parties. The payments shall be monthly, or as agreed to by Parties.

The funds are to be wired as follows:

Account Name: Medowood Management, LLC, 109 E 17th St Cheyenne, WY 82001, [REDACTED]


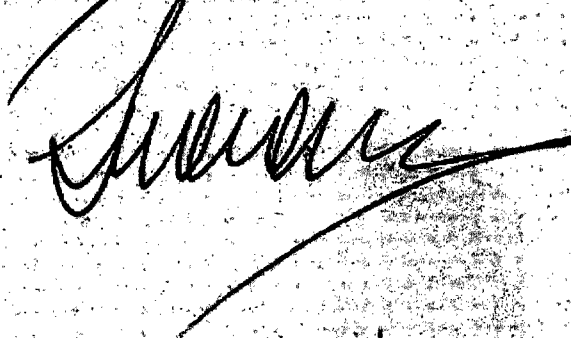
Account: [REDACTED]

Routing: [REDACTED]

SWIFT: [REDACTED]

Bank: Chase, 615 E. 1st Street, Tustin, CA92780, [REDACTED]

CONSULTANT:
Oksana Cherniavskaya
Managing Director,
Medowood Management, LLC

CLIENT:
Valerii Babych