

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 Alston & Bird LLP	2. Registration No. 5549
3. Name of Foreign Principal Russian Federation (through Ketchum, Inc.)	

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.

The agreement is between Ketchum, Inc. and Alston & Bird LLP. Assistance will be provided to Ketchum, Inc. for dissemination to the foreign principal at their discretion pursuant to our agreement with Ketchum, Inc.

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

Alston & Bird LLP will gather information and provide advice and analysis on various areas of U.S. foreign and foreign economic policy, including trade, energy, and politico-military issues which affect the bilateral US-Russian relationship. Alston & Bird LLP will also monitor and report on legislative developments in the Congress in similar issue areas. Assistance will be provided to Ketchum, Inc. for dissemination to the foreign principal at their discretion pursuant to our agreement with Ketchum, Inc.

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
January 28, 2013	Marianne Casserly, Partner	/s/ Marianne Casserly, Partner 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.

ALSTON & BIRD LLP

The Atlantic Building
950 F Street, NW
Washington, DC 20004-1404

202-756-3300
Fax: 202-756-3333
www.alston.com

Robert C. Jones

Direct Dial: 202-239-3903

E-mail: bob.jones@alston.com

December 17, 2012

Mr. Ray Kotcher
Chief Executive Officer
Ketchum Inc.
1285 Avenue of the Americas
New York, NY 10019

Re: Engagement letter for Russian advisory services

Dear Mr. Kotcher:

We are pleased for the opportunity to work with you to provide advisory services to the Government of the Russian Federation (the Government). The purpose of this letter is to confirm the terms of our engagement to provide advisory services on policy and legislative developments of interest to the Government. I will be the attorney ultimately responsible to Ketchum and the Government, although you should feel free at any time to speak with anyone in our firm who is working with me. This engagement does not constitute a contract to represent the Embassy of the Russian Federation, the Government of the Russian Federation or any of its affiliates before the U.S. Government or any organization, public or private.

The attorney-client privilege is an important subject that we raise with our clients at the outset of any new representation. As a matter of professional responsibility, we are required to preserve the confidences of our clients. This professional obligation and the legal privilege accorded attorney-client communication exist to encourage candid and complete communication between client and attorney. The attorney-client privilege can be lost if our written or oral communications are shared inappropriately with others, including, under certain circumstances, other employees or representatives of either Ketchum or the Government. We should, therefore, discuss in advance any intention of yours to include others in our confidential relationship.

We will advise the Government on matters regarding policy, political and legislative issues and developments as determined through consultation with designated representatives of Ketchum and the Government. It is our understanding that the terms of this engagement require our registration under the Foreign Agents Registration Act. This

Atlanta • Charlotte • Dallas • Los Angeles • New York • Research Triangle • Silicon Valley • Ventura County • Washington, D.C.

Mr. Ray Kotcher, Ketchum, Inc.
December 17, 2012
Page 2

engagement does not constitute a contract to represent the Embassy of the Russian Federation, the Government of the Russian Federation or any of its affiliates before the U.S. Government or any organization, public or private.

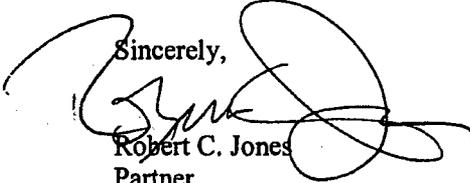
The terms of this contract shall run from February 1, 2013, and will continue until October 31, 2013, unless otherwise agreed by Alston & Bird and Ketchum. Our advisory fees for this engagement will be \$20,000 per month. In October of 2013, the parties will review the terms of the contract with the objective of extending the advisory relationship into the future. In addition to advisory fees, the statements will include charges for related expenses and services, such as photocopying, computerized research, travel, long distance telephone, telecopy, word processing, filing fees, etc., to the extent required by a particular assignment. Should you have any questions about any statement, please feel free to call me. Throughout the period of this engagement, we will send monthly statements for our services rendered in the previous month.

As in any professional relationship where mutual trust and confidence are essential, it is appropriate for Ketchum or Alston & Bird to be able to terminate our engagement at any time by reasonable written notice. If our engagement is terminated, we understand that Ketchum will take whatever steps are necessary to evidence that we are free from any obligation to perform further, and to pay us for unpaid fees for legal services rendered and charges for related expenses and services incurred to the date of termination. For clients who are not regular, general clients of the firm, but who hire us as special counsel for a limited engagement, a condition of our acceptance of the engagement is an agreement that our acceptance of the limited engagement shall not preclude our firm from representing other clients in the future who may have adverse interests with respect to matters unrelated to the limited engagement. We consider our advisory work for the Government to fall into this category.

We would appreciate your acknowledging on behalf of Ketchum that this letter correctly reflects the terms of our engagement by signing, dating, and returning to me the enclosed copy of this letter. There is a space for your acknowledgement below my signature.

We are privileged and delighted that Alston & Bird will work with Ketchum to advise the Government of the Russian Federation for the purposes described herein, and we thank you very much for choosing us. We look forward with enthusiasm and appreciation to working with you.

Sincerely,



Robert C. Jones
Partner

Mr. Ray Kotcher, Ketchum, Inc.

December 17, 2012

Page 3

I AGREE WITH THE FOREGOING TERMS AND CONDITIONS

For Ketchum Inc



Signature

Mr. Ray Kotcher
Chief Executive Officer

Dated: January 17, 2013

cc: Ms. Kathy Jeavons, Ketchum, Inc.
Mr. Craig Mersky, Ketchum, Inc.