

U.S. Department of Justice  
Washington, DC 20530

**Amendment to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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	2. Registration No.
Clark & Weinstock	5914

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending \_\_\_\_\_
- Other purpose (*specify*) \_\_\_\_\_
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:  
Exhibit B to initial Registration Statement.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

In response to the letter from the U.S. Department of Justice, National Security Division, dated September 20, 2011, we are submitting an amended Exhibit B in order to correct Items 5, 6, and 9. Because we ourselves do not have them, we are unable to provide a fully executed copy of our July 26, 2007 letter to Gavin Anderson or our May 20, 2009 letter to Ketchum, but the copies we do have in our files are attached.

NSD/CES/Registration Unit

Date: 1/6/12

Time: 4:40 AM PM

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature<sup>1</sup>)

January 06, 2012

/s/ Ed Kutler, Partner

eSigned

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NSD/CES/Registration Unit

Date: 1/6/12

Time: 4:40 AM

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

U.S. Department of Justice

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**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

Clark &amp; Weinstock

2. Registration No.

5914

3. Name of Foreign Principal

Gazprom Export

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.

Clark & Weinstock has been engaged as a subcontractor of Gavin Anderson and Ketchum Inc. to monitor government activities regarding energy policies for Gazprom Export. Additional information can be found in the attached letter agreements.

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

Clark & Weinstock will monitor government activities regarding energy policies (international and domestic); mergers and acquisitions in the energy sector; foreign relations regarding energy policy; and foreign investment in the U.S. Work may include, but is not limited to, meeting with government officials, covering relevant congressional hearings, and tracking relevant legislation and regulations as they affect the previously mentioned issues/activities.

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.

Clark & Weinstock will work with Gavin Anderson and Ketchum Inc., in relation to their contracts with Gazprom Export, to provide general representation before Congress and the Administration on the issues listed in Item 8 above.

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Date: 1/6/12  
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### 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 06, 2012	Ed Kutler, Partner	/s/ Ed Kutler
		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.

# CLARK & WEINSTOCK

July 26, 2007

Mr. Gene Golembeski  
Gavin Anderson  
85 Strand  
London WC2R 0DW  
United Kingdom

Dear Mr. Golembeski:

Following discussions with you and your colleagues, we have pleasure in setting out below the services Clark & Weinstock will provide in relation to Gavin Anderson's contract with Gazpromexport ("Gazprom") followed by our terms.

## Services

We will work with Gavin Anderson to provide general representation before Congress and the Administration.

## Terms

Our team will include Christopher D'Arcy, Niles Godes, Erik Hotmire, Ed Kutler, Jon Schwantes, Sandi Stuart, and Vin Weber.

We recognize and will work within the terms of your contract with Gazprom.

We will start work on 21 June 2007. Our monthly fee will be US \$30,000 per month (plus taxes if applicable). We will invoice you monthly in advance. Our payment terms are 5 working days from when you receive payment from your client, or, if we mutually agree to use the Omnicom netting arrangements, the next available Omnicom netting date after you receive payment from your client.

All travel and other expenses are included in this fee, in accordance with the terms of your contract with Gazprom.

Should Gazprom terminate its agreement with Gavin Anderson, either party may terminate this agreement by giving 60 days notice.

## Change in Services

If the scope of work expands or decreases significantly beyond that anticipated in your proposal to Gazprom, we will negotiate in good faith to

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Mr. Gene Golembeski  
July 26, 2007  
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increase or decrease fees only in the event that Gazprom significantly changes the scope of work, recognising that any increase or decrease in our fees will depend on your own negotiations with Gazprom. Otherwise, our monthly fee will be set at US \$30,000.

We fully understand the confidentiality of your issues and the discretion with which they are to be handled. We undertake to treat all information on a strictly confidential basis. We will also bring to your attention any conflicts of interest that could arise from our relations with other clients.

If you are in agreement with these terms then please sign one copy of this letter and return it to me by fax 202.261.4001.

We very much look forward to working with you.

With very best wishes,



Ed Kutler  
President and Chief Operating Officer  
Clark & Weinstock

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*Signed and approved*  
Gene Golembeski  
COO/CFO, Gavin Anderson

NSD/CES/Registration Unit  
Date: 1/6/12  
Time: 4:40 ~~PM~~

# CLARK & WEINSTOCK

May 20, 2009

Paul Cohen  
Ketchum  
2000 L Street NW Suite 300  
Washington, DC 20046

Dear Mr. Cohen:

Following discussions with you and your colleagues, we have the pleasure of setting out below the services Clark & Weinstock will provide in relation to Ketchum's contract with Gazprom Export ("Gazprom") followed by our terms.

## Services

We will work with Ketchum to provide general representation before Congress and the Administration.

## Terms

Our team will include Jonathan Schwantes, Niles Godes, Ed Kutler, Sandi Stuart, and Vin Weber.

We recognize and will work within the terms of your contract with Gazprom.

We will start work on 12 May 2008. Our monthly fee will be US \$27,900 per month (plus taxes if applicable). We will invoice you monthly in advance. Our payment terms are 5 working days from when you receive payment from your client, or, if we mutually agree to use the Omnicom netting arrangements, the next available Omnicom netting date after you receive payment from your client.

All travel and other expenses are included in this fee, in accordance with the terms of your contract with Gazprom.

Should Gazprom terminate its agreement with Ketchum either party may terminate this agreement by giving 60 days notice.

## Change in Services

If the scope of work expands or decreases significantly beyond that anticipated in your proposal to Gazprom, we will negotiate in good faith to increase or decrease fees only in the event that Gazprom significantly changes the scope of work, recognizing that any increase or decrease in our fees will

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Mr. Paul Cohen  
May 20, 2009  
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depend on your own negotiations with Gazprom. Otherwise, our monthly fee will be set at US \$30,000.

We fully understand the confidentiality of your issues and the discretion with which they are to be handled. We undertake to treat all information on a strictly confidential basis. We will also bring to your attention any conflicts of interest that could arise from our relations with other clients.

If you are in agreement with these terms then please sign one copy of this letter and return it to me by fax 202.261.4001.

We very much look forward to working with you.

With very best wishes,

Ed Kutler  
Partner

601 13<sup>th</sup> Street, NW . Suite 410 South · Washington, DC 20005  
· Tel: (202) 261-4000 · Fax: (202) 261-4001