

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(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 .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.

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Orion Strategies LLC 918 Pennsylvania Ave, SE Washington, DC 20003	2. Registration No. 5437
--	------------------------------------

3. Name of foreign principal Government of Georgia	4. Principal address of foreign principal National Security Council of Georgia Ingorokva St. 7 Tbilisi, 0134 Georgia
--	--

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

- Foreign government
- 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

CRM/CES/REGISTRATION UNIT
2008 JUN 11 AM 10:43

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

- a) Branch or agency represented by the registrant
National Security Council of Georgia
- b) Name and title of official with whom registrant deals
Ambassador Vasil Sikharulidze

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

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.)*

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.


Date of Exhibit A	Name and Title	Signature
June 4, 08	MIKE MITCHELL PARTNER	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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(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 Orion Strategies LLC	2. Registration No. 5437
3. Name of Foreign Principal Government of Georgia	

Check Appropriate Boxes:

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.

2008 JUN 11 AM 10:43
CRM/CES/REGISTRATION UNIT

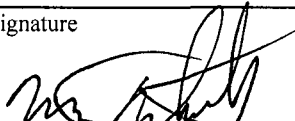
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

General services pursuant to this agreement will include, but not limited to, advice, guidance, and support for strategic communications, public relations, advocacy and related activities in the United States and in Europe to assist Georgia's efforts to achieve their objectives in meeting NATO Membership criteria and communicating developments in Georgia to U.S. decision makers

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.

See attached services agreement

Date of Exhibit B	Name and Title	Signature
June 4, 08	Mike Mitchell, Partner	

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.

SERVICE AGREEMENT

This is an agreement between Orion Strategies LLC (hereinafter ORION), 918 Pennsylvania Avenue SE, Washington, D.C., 2003, and National Security Council of Georgia (hereinafter NSC), Ingorokva st.7, Tbilisi, 0134, Georgia

Obligation of ORION

1. For the term of this contract, under the direction of the President of Georgia and National Security Council of Georgia, the, and/or their designee(s), Orion Strategies LLC will provide advice and consulting services concerning Georgia's full integration into Western institutions, including its candidacy for membership in the North Atlantic Treaty Organization (NATO).
2. Services pursuant to this agreement will include, but not be limited to, advice, guidance, and support for strategic communications, and public relations development and related activities in the United States and in Europe to assist Georgia's efforts to achieve their objectives.
3. Avoid any and all behavior which might damage the reputation of the Georgia and its state agencies or which in any way might adversely affect the interests, reputation or assets of the National Security Council of Georgia.
4. As instructed by NSC perform or arrange Tasks related to scope envisaged by paragraphs 1 and 2 of this article.
5. Hold all necessary negotiations and manage all arrangements necessary for performing Tasks;
6. Inform NSC of circumstances which may constrain ORION from immediately launching, executing or completing Tasks; also to inform NSC of cases when the ORION fails to follow the Client's instructions.

2008 JUN 11 AM 10:43
CRM/CES/REGISTRATION UNIT

7. Orion Strategies LLC will provide the representatives of NSC with regular quarterly progress reports concerning its efforts on Georgia's behalf.

Obligation of NSC

1. Provide materials necessary for the performance of Tasks to the ORION upon signing the agreement and, also to provide any information necessary for the immediate performance of Tasks;
2. Pay the ORION for the performance or the arrangement of the execution of Tasks in accordance with the conditions set forth in this Article.
3. Orion Strategies LLC will be compensated \$200 000 excluding VAT and other taxes due in Georgia. This amount will cover activities envisaged in attachment. No additional expenses will be reimbursed under this agreement.
4. Payment will be rendered in four installments of \$50,000 due May 15, 2008; \$50,000 due July 30, 2008; \$50,000 due by September 30, 2008; and \$50 000 due by November 30, 2008.

Timeframe

The effective date of this agreement is May 1, 2008. The term of this agreement is 10 months, ending December 31, 2008.

Termination

Termination of this agreement shall require thirty days written notice by either party. In case of termination no further financial obligations are imposed on NSC under this agreement.

Renewal

This agreement to be extended upon the agreement of both parties.



CONFIDENTIALITY

Orion Strategies LLC agrees to take every reasonable step to prevent disclosure of any and all confidential information provided to it by NSC to third parties. Confidentiality shall extend to all information deemed confidential by NSC whether provided by or on behalf of Georgia or developed by ORION on its behalf.

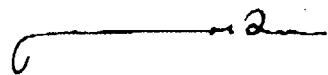
ORION STRATEGIES LLC



By: Signed
Michael Mitchell
President

Date: April 17, 2008

GEORGIA



By:
Alexander Lomaia
Secretary,
National Security
Council

Date: