

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. 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. 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.

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, Criminal 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 <p>Orion Strategies LLC</p>	2. Registration No. <p>5437</p>
3. Name of Foreign Principal <p>Government of Georgia</p>	

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.

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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.

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 6/26/06	Name and Title Randy Schneemann President	Signature 
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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.

SERVICES AGREEMENT

This is an agreement under which Orion Strategies LLC, 918 Pennsylvania Avenue SE, Washington, D.C., 20003, agrees to perform services on behalf of the Government of the Georgia.

EFFECTIVE DATE/TERM

The effective date of this agreement is May 11, 2006. The term of this agreement is 8 months, ending December 31, 2006. This agreement may be extended upon agreement by both parties.

SCOPE

For the term of this contract, under the direction of the President, the Prime Minister, the Minister of Foreign Affairs, the Ambassador of Georgia to the United States, 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).

Services pursuant to this agreement will include, but not be 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 and communicating developments in Georgia to U.S. decision makers.

REPORTS

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

COMPENSATION

During the term of this agreement, Orion Strategies LLC will be compensated \$200,000.00. No additional expenses will be reimbursed under this agreement.

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PAYMENT

Orion Strategies LLC will be paid in U.S. dollars by Georgia through the Embassy of Georgia in the United States located at 1101 15th Street, NW, Suite 602, Washington, DC, 20005. Payment will be rendered in three installments of \$66,666.00 due by May 15, 2006, \$66,666.00 due by August 10, 2006, and \$66,667.00 due by November 10, 2006.

CONFIDENTIALITY

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

RENEWAL

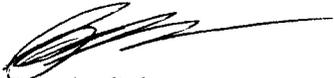
This agreement may be extended upon the agreement of both parties.

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 Georgia under this agreement.

ORION STRATEGIES LLC

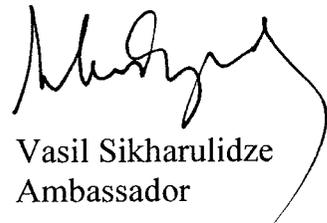
By:


Randy Scheunemann
President

Date: May 11, 2006

GEORGIA

By:


Vasil Sikharulidze
Ambassador

Date: May 11, 2006