

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 Orion Strategies, LLC	2. Registration No. 5437
3. Name of Foreign Principal Embassy of Japan	

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.
To serve as a consultant on public relations and government relations activities of the embassy of Japan.

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

Orion will provide guidance and advice to the embassy of Japan on issues identified by the embassy as being critical to strengthening the Japan-U.S. alliance. Such issues could entail outreach by Orion to Members of Congress and their staff, the media, as well as those in the foreign policy community.

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.

Briefing government officials, the media, and think tank community on the importance of strengthening the Japan-U.S. trade and security bilateral relationship.

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
May 04, 2015	Michael Mitchell, Partner	/s/ Michael Mitchell 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.

ORION STRATEGIES LLC

SERVICES AGREEMENT

This is an agreement under which Orion Strategies LLC agrees to perform services on behalf of the Embassy of Japan, 2520 Massachusetts Ave. NW, Washington D.C., 20008.

EFFECTIVE DATE/TERM

The effective date of this agreement is April __, 2015. The term of this agreement is 6 months, ending September 30, 2015. This agreement may be extended upon agreement by both parties.

SCOPE

For the term of this contract, under the direction of the Embassy of Japan, Orion Strategies LLC will provide advice and consulting services concerning the Japan's strategic goals in the U.S.

Services pursuant to this agreement will include, but not be limited to, advice, guidance, and support for communications and public relations activities in the United States to assist the Embassy of Japan's efforts to achieve their strategic objectives.

Reports

Orion Strategies LLC will regularly provide the Embassy with detailed information in terms of the activities and findings regarding the above mentioned SCOPE, in writing and/or verbally.

COMPENSATION

During the term of this agreement, Orion Strategies LLC will be compensated at the rate of \$40,000.00 per month. No additional expenses will be authorized unless approved in advance by the Embassy of Japan.

PAYMENT

Orion Strategies LLC will be paid in U.S. dollars by the Embassy of Japan on a monthly basis, with a payment of \$40,000.00 due on April 30, 2015, and payments of \$40,000.00 due on a monthly basis thereafter. Orion Strategies LLC will submit its monthly report prior to each Payment. Payment will be rendered only after submission of an invoice by Orion Strategies.

611 PENNSYLVANIA AVE., SE, #437 · WASHINGTON, D.C. 20003

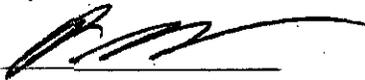
CONFIDENTIALITY

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

TERMINATION

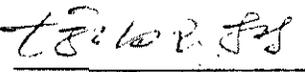
Termination of this agreement shall require thirty days written notice by either party.

Agreed by:

By: 

Date: 4/16/15

Orion Strategies LLC

By: 

Date: 4/16/2015

Embassy of Japan