

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.

Name of Registrant Orion Strategies	2. Registration No. 5437
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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: Contract renewal/extension with Embassy of Japan

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.) The attached document is a contract renewal/extension with the Embassy of Japan.

FORM NSD-5
Revised 03/14

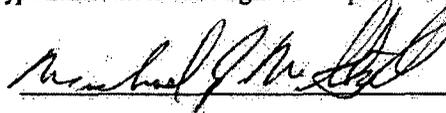
EXECUTION

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 ¹)

4-21-16



MICHAEL J. MITCHELL

¹ 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.

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 1, 2016. The term of this agreement is 12 months, ending March 31, 2017. 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.

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, 2016, and payments of \$40,000.00 due on a monthly basis thereafter.

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

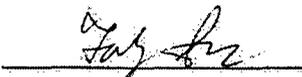
Termination of this agreement shall require thirty days written notice by either party.

Agreed by:

By: 

Date: 4/12/16

Orion Strategies LLC

By: 

Date: 4/13/2016

Embassy of Japan