

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, 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.

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, D.C. 20003	2. Registration No. 5437
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3. Name of foreign principal Government of Romania	4. Principal address of foreign principal Embassy of Romania 1607 23rd Street NW Washington, D.C. 20008
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REGISTRATION UNIT

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 Committee
 - Corporation Voluntary group
 - Association Other (specify) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant. Minister of Foreign Affairs
- b) Name and title of official with whom registrant deals. Ambassador Sorin Ducaru

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

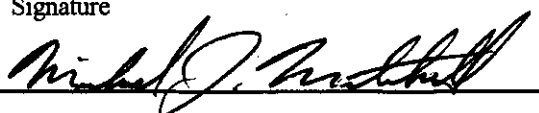
Controlled by a foreign government, foreign political party, or other foreign principal Yes No

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 4/11/2004	Name and Title Mike Mitchell Partner	Signature 
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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.

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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 <i>Orion Strategies LLC</i>	2. Registration No. <i>5437</i>
3. Name of Foreign Principal <i>Government of Romania</i>	

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REGISTRATION UNIT
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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.

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

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 to assist Romania's efforts to achieve its strategic objectives in 2004. Advice, guidance and direct efforts under this agreement will include supporting Romania's communications with U.S. decision makers in Congress, the Executive Branch, media and think tanks on all aspects of Romania's strategic goals as well as assistance in promoting U.S.-Romanian economic and business relations and Romanian participation in the institutional and economic reconstruction of Afghanistan and Iraq. Specific activities will include message development, promoting visits to Romania by senior U.S. decision makers, and enhancing Romania's image among 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 4/11/2004	Name and Title Mike Mitchell Partner	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 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 Romania.

EFFECTIVE DATE/TERM

The effective date of this agreement is March 30, 2004. This agreement ends December 31, 2004, and may be extended upon agreement by both parties.

SCOPE

For the term of this contract, under the direction of the Minister of Foreign Affairs, the Ambassador of Romania to the United States, and/or their designee (s), Orion Strategies LLC will provide advice and consulting services concerning Romania's strategic objectives, such as:

- articulating the new strategic profile of Romanian-American relations given Romania's status as a new NATO member;
- promoting Romania's role as strong contributor to the transatlantic dialogue and unity in conjunction with its new role as a NATO member and with the objective of European Union membership in 2007;
- fostering Romania's regional role;
- increasing US financial and military assistance for Romania;
- supporting preparations for the NATO Istanbul summit of July 2004;
- supporting preparations for the NATO informal defense ministerial to be hosted by Romania in September 2004;
- fostering regional security and stability initiatives in the Black Sea region;
- securing maximum benefits from Romania's United Nations Security Council membership;
- maximizing Romania's host country support assets in the context of the redeployment of United States military global basing posture;
- maximizing the relevance of Romania's contributions in combat or stabilization missions in Iraq, Afghanistan and the Western Balkans;
- promoting Romania's interests in the reconstruction of Iraq and Afghanistan; and
- increasing the visibility of Romania's domestic evolution and international contributions.

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 to assist Romania's efforts to achieve its strategic objectives in 2004. Advice, guidance, and direct efforts under this agreement will include supporting Romania's communications with U.S. decision makers in Congress, the Executive Branch, media and think tanks on all aspects of Romania's strategic goals as well as assistance in promoting U.S.-Romanian economic and business relations and Romanian participation in the institutional and economic reconstruction of Afghanistan and Iraq. Specific activities will include message development, promoting visits to Romania by senior U.S. decision makers, and enhancing Romania's image among US decision makers.

REPORTS

Orion Strategies LLC will provide the representatives of the Ministry of Foreign Affairs of Romania with regular oral reports and with written reports not less than quarterly on Orion Strategies LLC's efforts to assist in achieving Romania's strategic objectives. The focus of this report will be tailored to specific needs and interests.

PROJECT MANAGER

The project manager for Orion Strategies LLC will be Randy Scheunemann.

COMPENSATION

During the term of this agreement, Orion Strategies LLC will be compensated \$175,000.00. Directly related out of pocket expenses such as taxis, FedEx, meals, etc. will be fully reimbursed at cost and based on a mutually agreeable level. Orion Strategies LLC will provide expense information that includes the necessary level of detail. Any out of area travel expenses will be reimbursed only if approved in advance.

PAYMENT

Orion Strategies LLC will be paid in U.S. dollars by Romania through the Embassy of Romania in the United States located at 1607 23rd Street, NW, Washington, DC 20008.

Payment will be rendered in four installments of \$43,750.00 on the following dates: March 30, 2004; June 10, 2004; August 20, 2004 and November 1, 2004. Approved expenses will be reimbursed in the payment after which they are

incurred, except for approved out of area travel which will be reimbursed within 30 days of being incurred.

CONFIDENTIALITY


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

TERMINATION

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

ORION STRATEGIES LLC

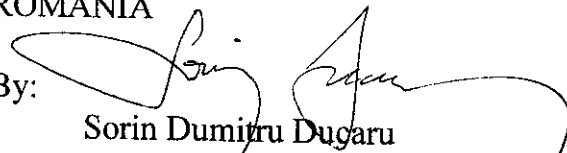
By:


Randy Scheunemann
President

Date: March 30, 2004

ROMANIA

By:


Sorin Dumitru Dugaru
Ambassador

Date: March 30, 2004