

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	Burson-Marsteller 1825 Eye Street, N.W., #950 Washington, D.C. 20006	2. Registration No. 2469
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3. Name of foreign principal Thomson, S.A.	4. Principal address of foreign principal 75360 Paris 8 France
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5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Individual—State his nationality _____
 - Committee
 - Voluntary group
 - Other (specify) _____

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

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom the 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

French Electronics Firm

TERMINATED
DATE 4-23-82


b) Is this foreign principal

- Owened 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 whole 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 may be used.)

Thomson is a nationalized company.

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 March 15, 1985	Name and Title Jonathan S. Jessar	Signature 
	Sr. Vice President	

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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Burson-Marsteller	Thomson, S.A.

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and 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 the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Burson-Marsteller will help to develop and implement its basic corporate communications program.

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535
AUG 17 1987

TERMINATED
DATE 4-23-87

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

Bursan-Marsteller will help develop the company's overall corporate communications program, which includes preparation and implementation of program to reach segments of the U.S. public important to the company.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
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.

Date of Exhibit B

March 15, 1985

Name and Title

Jonathan S. Jossar
Senior Vice President
Director, Wash. Ops.

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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 public or foreign policies of the United States or with reference to the political or public interests, policies, or relations of the government of a foreign country or a foreign political party.

Burson-Marsteller

866 Third Avenue
New York, N.Y. 10022
212 752 8610

February 21, 1985

Mr. Alain Gomez
President
Thomson S.A. Thomson C.S.F.
75360 Paris 8
FRANCE

Dear Alain:

In confirmation of our letter of February 4th and our discussions in Paris February 13th and 18th, we would like to formalize the terms of our collaboration.

This agreement covers the undertaking of an external and internal audit to determine a rational positioning for the Thomson Group in the United States with the objective of facilitating your corporation's eventual equity financing search, increasing awareness of the company among corporate publics and applying this increased awareness to the support of specific marketing goals. Subsequent to this audit and as part of this initial agreement, Burson-Marsteller will develop specific program recommendations.

As agreed, this audit and communications plan will cost \$100,000 and will be invoiced to your U.S. affiliate, Thomson CSF.

This audit will commence immediately.

Step 1: Our Paris staff will meet with Thomson communications management to obtain comprehensive background information on the corporation to aid our understanding of the company.

Step 2: Our New York executives should meet with Thomson U.S. executives to obtain similar information and an understanding of corporate objectives and long and short term strategies in the U.S.

From these initial meetings we shall be able to determine who are the other key executives, on both sides of the Atlantic, we should interview in this first internal stage. These meetings will also help us determine all those who should participate in the external audit.

We already understand these to include an expanded circle of Washington influentials, a cross-section of present and prospective military and civilian customers, security analysts and other important influentials in the financial community and representatives of the media.

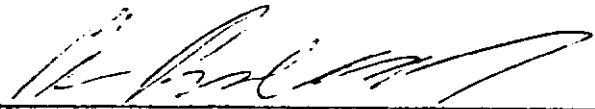
A full list of individuals to be interviewed either directly or by telephone will be developed within three to four weeks, the audit will be completed in six to eight weeks and program recommendations two to three weeks subsequent to that date.

Payment of 25%, or \$25,000 will be required upon signature of this letter of agreement; the balance will be invoiced on the first of the month based on time expended, until the agreed upon budget of \$100,000 is reached.

In addition, this agreement covers the development of a program and counseling support in its implementation required to aid the company in its relationships with GTE.

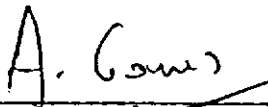
As agreed, this project will be invoiced on a monthly fee basis but will not exceed \$50,000.

Very truly yours,



Elias Buchwald
Vice Chairman
Burson-Marsteller

Accepted and agreed by:



Alain Gomez
President
Thomson S.A. Thomson C.S.F.

EB:akn