

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 Kekst and Company Incorporated	2. Registration No. 4342
3. Name of foreign principal Thomson CSF	4. Principal address of foreign principal Cedex 67, 92045 Paris La Defense, France

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
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

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
Thomson CSF is engaged in the business of defense and electronics.

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6) Is this foreign principal

- 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 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 S.A., wholly owned by the French Government, owns a majority of Thomson CSF. A minority portion of Thomson CSF (approximately 40%) is publicly traded.

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.

Partially owned by the French Government.

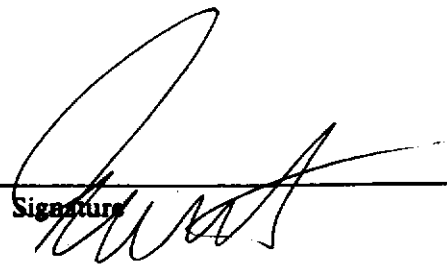
Date of Exhibit A

4/9/92

Name and Title

Gershon Kekst - President

Signature



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 triplicate 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, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Kekst and Company Incorporated	Thomson CSF

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 three 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 three 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 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 the expenses, if any, to be received.

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

Kekst and Company Incorporated will perform communications and public relations services for Registrant.

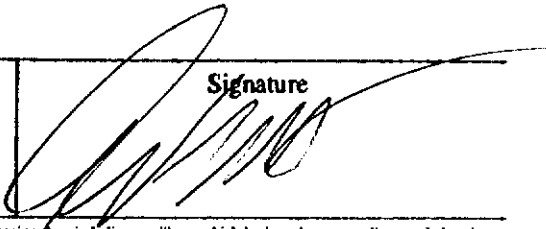
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Kekst and Company Incorporated will perform communications and public relations services for Registrant. Also, Kekst and Company Incorporated will assist Registrant in preparing the framework for implementing a public relations program.

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

Kekst and Company Incorporated will assist Registrant in contacting the media and preparing materials to be disseminated to the media.

Date of Exhibit B	Name and Title	Signature
4/9/92	Gershon Kekst President	

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 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.

January 24, 1992

Kekst and Company, Inc.
437 Madison Avenue
New York, New York 10022-7195

Attention: Mr. Gershon Kekst

Gentlemen:

This Letter of Agreement is a confirmation of Thomson-CSF's ("Thomson") decision to retain Kekst and Company ("Consultant") to perform communications and public relations services on Thomson's behalf in accordance with the following terms and conditions:

1. Statement of Work

Consultant shall use its best efforts to assist Thomson in (i) preparing the framework of a public relations program for a Thomson/US company acquisition ("Phase 1"). Phase 1 shall be followed by Phase 2 ("Phase 2"), during which implementation of the public relations program devised during Phase 1 shall take place.

Annex A "Statement of Work" attached hereto generally sets forth guidelines for operation by Consultant during Phase 1 and Phase 2.

Phase 1 shall commence as of the date of execution of this Letter Agreement and shall end upon commencement of Phase 2. Phase 2 shall commence upon written notification to Consultant by Thomson's designated Representatives (as defined below) to start Phase 2.

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DIVISION

2. Compensation

- a. Consultant's compensation shall be a minimum annual non-refundable retainer fee in the amount of \$50,000.00 payable in full upon execution of this Agreement. Consultant's fees shall be applied against said retainer and shall be determined in accordance with Consultant's standard billing practices, taking into account such factors as extraordinary efforts and special expertise required. Consultant shall maintain accurate records in accordance with its normal practices for all staff time work and shall be prepared to supply any supporting details upon request. Consultant shall notify Thomson in advance that Consultant's efforts are close to exceeding the \$50,000.00 retainer fee and shall pursue such efforts only upon Thomson's written approval to do so. Thomson understands and agrees that notwithstanding any other provision contained herein, Consultant may cease to render services hereunder at any time if its fees in rendering such services would exceed the non-refundable retainer fee, unless Thomson shall have first given its written approval for services resulting in such excess fees. Fees in excess of the retainer fee shall be billed separately, on a monthly basis.

- b. Travel, production, and other non-routine expenses will be reimbursed on a monthly basis upon submission of proper receipts and documentation, provided that such expenses shall have been first approved by Thomson.

Thomson Shall pay Consultant's invoices within thirty (30) days of receipt.

3. Term and Termination

- a. This Letter Agreement is effective as of the date of its execution and remains in effect until the earliest of (i) completion of Phase 2 or (ii) termination by one party with thirty (30) days' prior written notice to the other party or (iii) the first anniversary of the date of execution hereof.
- b. This Agreement may be terminated immediately without notice by Thomson in the event of the institution of proceedings by or against the Consultant in bankruptcy or under insolvency laws or in the event of any substantial breach of this Agreement by the Consultant, including without limitation the violation of any law or regulation in connection with Consultant's performance of this Agreement.
- c. Upon termination or expiration of this Agreement, all written materials developed by or provided to Consultant in connection with the performance of this Agreement shall be delivered to or returned to Thomson immediately. Failure to do so shall be a breach of this Agreement.

4. Confidentiality

- a. Consultant acknowledges and understands that Thomson is bound by the terms of a Non-Disclosure Agreement pertaining to the disclosure of information relating to the Thomson/US company acquisition. Accordingly, Consultant agrees that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the trade or to the public shall be deemed to be confidential information of Thomson

(the "Information"). Consultant further agrees that, without prior written approval of Thomson, Consultant will make no oral or written disclosure of such Information to third parties other than employees or agents of Thomson or its affiliates who have been designated by Thomson to work with Consultant either during or after the term of this Agreement. When approved by Thomson, any such disclosure shall be strictly limited to the purpose of performing Consultant's obligations under this Agreement.

- b. This provision shall survive the termination of this Agreement and remain in effect until such time as said Information becomes public knowledge other than by fault or negligence of the Consultant or agreement for release by Thomson. Consultant recognizes and acknowledges that in the event of any breach of this provision by Consultant, Thomson's remedies at law shall be inadequate. Accordingly, Consultant agrees that in the event of any actual or threatened breach of this provision, Thomson shall have the right to seek specific performance and/or injunctive relief in addition to any and all other remedies and rights at law or in equity and such rights and remedies shall be cumulative.

- c. Notwithstanding any provision in this paragraph 4 to the contrary, Consultant shall be permitted to disclose such of the Information as it may be required or requested to disclose to a court, governmental or regulatory agency, stock exchange or similar body, provided that Consultant promptly notifies Thomson thereof so that Thomson may, if it so desires, seek an appropriate protective order.

5. Intellectual Property Rights

All written material, including data, reports, and creative works in whatever medium whether or not copyrightable, conceived or made (solely or with others) by Consultant during the course of its engagement by Thomson shall be the sole and exclusive property of Thomson or its assigns.

6. Assignment

This Agreement is personal to Consultant and Consultant shall not have the right to assign it or any of its rights or obligations hereunder.

7. Thomson's Designated Representatives

Consultant shall report to and receive directions from Representatives designated in writing by Thomson. The initial Thomson Designated Representatives shall be James D. Bell and Sylvie Dumaine. Consultant shall be notified in writing of any change in such Designated Representatives.

8. Indemnification

a. Consultant agrees to indemnify and hold harmless Thomson and its officers, directors, employees and agents from and against all losses, claims, damages, liabilities, costs and expenses (including attorneys' fees, if any) which may at any time be asserted against or incurred by Thomson as a result of or arising out of a breach of any provisions of Articles 4, 9 and 10 of this Agreement by Consultant.

b. Thomson agrees to indemnify and hold harmless Consultant, its officers, directors, employees and agents from and

against all losses, claims, damages, liabilities, costs and expenses (including attorney's fees, if any) which may at any time be asserted against or incurred by Consultant or any of the foregoing persons at any time (notwithstanding termination of this Letter Agreement) in connection with the services rendered or to be rendered by Consultant (including, but not limited to, (i) those arising from information, representations, reports, data or releases furnished or approved by Thomson or its specifically authorized representatives, and whether or not prepared by Consultant, for use or release by Consultant in accordance with the provisions of this Letter Agreement, and (ii) those arising from or out of the legal requirement to produce documents or give testimony at any time arising out of the services rendered or to be rendered by Consultant to Thomson). The foregoing notwithstanding, Thomson shall not be obligated for such indemnity to the extent the loss, claim, damage, liability, cost or expense arises as a result of the gross negligence or willful misconduct of Consultant or any indemnified person.

9. Disclosure to Government Agencies

Consultant shall notify Thomson prior to making any disclosure, either in writing or in any other form, to any Federal, State or local governmental agency or body, or representative thereof, of the existence, purpose, scope or substance of this Agreement or any activity undertaken by Consultant with or on behalf of Thomson pursuant to or in furtherance of this Agreement. Where such disclosure is to be made in writing, Consultant shall provide Thomson with a complete and accurate copy of such writing(s) prior to submission. The requirements of this paragraph shall apply to, but shall not be limited to, any disclosure made pursuant to the requirements of the Foreign Agents Registration Act, 22 U.S.C.

Section 611 et seq., the Lobbying Act, 2 U.S.C. Section 621 et seq., and the like. This paragraph is intended to provide Thomson with the information and means necessary to coordinate the activities of its representatives, and to ensure the accuracy of any disclosure made by Consultant. This paragraph is not intended in any way to prevent or thwart the compliance by Consultant with the requirements of any law or rule or regulation of the United States government or of any state or local government.

10. Conflict of Interest

The Consultant may be employed by other persons, firms or corporations engaged in the same or similar business as that of Thomson provided, however, that the Consultant is responsible for notifying Thomson in advance of a potential conflict of interest or any other activities that may adversely affect Thomson's interests.

11. Compliance with Laws

No acts prohibited by federal or state law shall be committed by Consultant in the performance of this Agreement. By this Agreement, Consultant is deemed to be aware of and knowledgeable about applicable federal and state laws and regulations and Consultant shall comply with all such applicable laws and regulations and shall perform any and all affirmative obligations or duties required therein that may pertain to this agreement or to its performance.

12. No Partnership or Agency

It is understood that in performing the services hereunder, Consultant is acting as an independent contractor and not as any employee of Thomson. Nothing herein contained shall be deemed to create a contract of employment, agency, partnership or joint venture between the parties hereto. Neither party shall be liable in any way to any third party for any engagement, obligation,

contract or representation or for any negligent act on the part of the other party except as herein expressly provided or as expressly agreed to by the parties.

13. Applicable Law

This Agreement and performance hereunder shall be governed in every respect by the internal laws of the State of New York, without regard to choice-of-law principles.

14. General

a. This Agreement constitutes the entire understanding between the parties and may be amended only by written agreement of authorized representatives of both parties.

b. Any notice required to be given under this Agreement may be sent by registered or certified mail to the following addresses:

For Thomson: THOMSON-CSF, S.A.
 Cedex 67
 92045 Paris La Défense FRANCE
 Attention: Sylvie DUMAINE

For Consultant: Kekst and Company, Incorporated
 437 Madison Avenue
 New York, New York 10022
 Attention: Gershon Kekst

or such other addresses as notified in writing by one party to the other.

If this Agreement sets forth our mutual understanding, please sign the two enclosed copies of this Letter Agreement, retaining one copy for your files and returning the other to us.

Sincerely,
THOMSON-CSF, S.A.

By *Dumaine*
Sylvie Dumaine
Vice-President, Corporate
Communications

Approved and agreed to:
KEKST AND COMPANY, INCORPORATED

By: *[Signature]*

Date: 1/28/92

ANNEX A

STATEMENT OF WORK

1. Phase 1

- Analysis of current situation regarding Thomson/US Company Acquisition.
- Preparation on an internal basis only among Consultant and Thomson team members of Strategy and Program for implementation.
- No external contact (outside of Thomson team members) is authorized during Phase 1 without express written approval of Thomson.
- Strict compliance with Confidentiality provisions is crucial.

2. Phase 2

- Operational and Implementation Phase
- To commence when Thomson notifies Consultant in writing.
- Parameters to be defined and agreed upon.

3. Consultant shall coordinate efforts with Powell Tate to optimize results of the Program.

It is understood that Powell Tate shall have primary responsibility for action in Washington, to include:

- Press
- Communications with Administration and Congressional contacts in coordination with Thomson's legislative consultants.

Kekst and Company shall have primary responsibility for action in New York (financial and economic press, financial and business community).