



# PHILIP MORRIS

U.S.A.

120 PARK AVENUE, NEW YORK, N.Y. 10017 TELEPHONE (212) 880-5000

January 18, 1991

Dr. Gilbert C. Rapaille  
Rapaille International, Inc.  
d/b/a/ Archetype Studies  
1646 Woods Drive  
Los Angeles, California 90064

Re: Agreement Dated October 17, 1990

Dear Dr. Rapaille:

In confirmation of our discussions and in accordance with paragraph 13(a) of the Agreement dated October 17, 1990, (the "Agreement") between you and Philip Morris Incorporated ("Philip Morris"), you and Philip Morris agree to amend the Agreement as follows:

Paragraph 1 of the Agreement is deleted and the following paragraph is substituted therefor.

Archetype will perform services, including the following, for Philip Morris.

(a) An Archetype research team, comprising Dr. Gilbert Rapaille, Beverly Moore and Leslie Seabury, will conduct a minimum of ten in-depth anthropological research sessions.

(b) The Archetype research team will analyze data gathered through the research sessions and deliver an oral interpretation and analysis of the data to Philip Morris.

(c) Dr. Rapaille will be available to meet at reasonable times with Philip Morris representatives at Philip Morris headquarters in New York or other locations designated by Philip Morris to assist with the presentation and communication of the data interpretation and analysis provided by Archetype.

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Paragraph 2 of the Agreement is deleted and the following paragraph is substituted therefor.

In full and complete consideration for the services to be performed by Archetype throughout the term of the Agreement, Philip Morris will pay Archetype \$150,000. Philip Morris previously paid Archetype \$91,000 of the \$150,000 total payment due. \$39,000 will be paid upon submission of an itemized invoice within thirty days of completion of ten research sessions. A final payment of \$20,000 will be made upon submission of an itemized invoice and complete performance to the reasonable satisfaction of Philip Morris.

The following sentence is added to Paragraph 3 of the Agreement.

Philip Morris may audit Archetype's books and records at reasonable times upon advance notice and at the expense of Philip Morris.

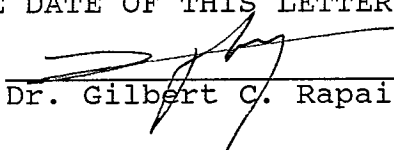
The remaining terms and conditions of the Agreement will remain in full force and effect.

If you agree with and consent to the foregoing, please sign the original and one copy of this letter. The remaining copy is yours.

Sincerely,  
Philip Morris Incorporated

By:   
Title: SR-VP

ACCEPTED AND AGREED AS OF  
THE DATE OF THIS LETTER:

By:   
Dr. Gilbert C. Rapaille

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