

February 21, 1996

Mr. Dan Korman
President
Marketing Equities International,
a division of Wyndham Travel
2305 Cedar Springs, Suite 150
Dallas, Texas 75201

MARLBORO Unlimited

Dear Mr. Korman:

This letter agreement constitutes the agreement between Philip Morris Incorporated, a Virginia corporation with executive offices located at 120 Park Avenue, New York, New York 10017 ("Philip Morris"), and Wyndham Travel, a Texas corporation with executive offices located at 2305 Cedar Springs, Suite 150, Dallas, Texas 75201, on behalf of its division, Marketing Equities International ("MEI"), pursuant to which MEI will perform certain services relating to participants (the "Participants") in Philip Morris' **MARLBORO Unlimited** promotion (the "Promotion"). The Promotion will consist of approximately 27 five-day trips (each, a "Trip") on the **MARLBORO Unlimited** train (the "Train") between Billings, Montana and Denver, Colorado.

1. **Services.** MEI will perform services, in accordance with the schedule set forth on **Exhibit A**, primarily relating to Participant scheduling and transportation (collectively, the "Services"), including the following:

(a) ***Communications with Participants.***

(i) MEI will produce communications materials and travel information documents, baggage tags, luggage tags and ticket wallets, all subject to approval by Philip Morris, to be sent to Participants, including copy writing assistance, document assembly and shipment/mailing to Participants.

2084280579

(ii) MEI will produce a four-color activities brochure and activities confirmation form, subject to approval by Philip Morris.

(iii) If requested by Philip Morris and subject to the approval of Philip Morris, MEI will produce "Travel Headquarters" stationery and envelopes for the Trips and shipping materials.

(iv) MEI will ship winner luggage and, at Philip Morris' request, will produce and attach to such luggage name tags prior to shipping.

(b) *Participant Transportation (Air and Ground).*

(i) MEI will coordinate all transportation of Participants to and from their home cities to the Trip departure and destination sites (Denver or Billings, as the case may be), provided that home to airport ground transportation will be provided to Participants only at Philip Morris' request. MEI will make a determination of the best method of transportation for each Participant.

(ii) MEI will handle all reservations and ticketing for air transportation for Participants, as well as negotiating and contracting for airline seat blocks prior to the Trips.

(iii) MEI will negotiate all airline and any necessary ground transportation rates, subject to the approval of Philip Morris.

(iv) MEI will provide adequate staff in designated airport hubs to assist Participants during their travel to the Trip departure site and from the Trip destination site and to facilitate transportation transfers of Participants.

(v) MEI will implement quality control procedures to ensure smooth, efficient and safe ground transportation arrangements for Participants.

(vi) MEI will provide and train a travel director to oversee and coordinate Participants' airline arrivals and departures, assist in coordinating motor coach transportation and luggage transfers for Participants during the Trips, handle itinerary changes for Participants during the Trips. The travel director will travel on the Train with Participants during each Trip and will be entitled to share office space on the Train provided by Philip Morris.

2084280580

(vii) MEI will coordinate with staff provided by third party service providers designated by Philip Morris in order to assist with Participants' Trip activities and transportation arrangements.

(viii) MEI will provide adequate support personnel, with the number subject to the approval of Philip Morris, to assist during Trips in the event of an emergency.

(c) *Operations Staff.*

(i) MEI will provide a project manager (the "Project Manager") who will work full-time on the Promotion during the term of this Agreement and who will be located on-site during each Trip or otherwise at MEI's Dallas office. The Project Manager will oversee and be responsible for all Trip staff provided by MEI pursuant to this Agreement.

(ii) MEI will provide such other on-site staff as may be necessary or appropriate for the performance of MEI's duties pursuant to this Agreement.

(iii) At Philip Morris' request, MEI will provide on-site staff at designated portions of the static training for the Trips in accordance with Schedule A.

(d) *Participant Registration.*

(i) MEI will organize and administer all phases of the registration of Participants for each Trip.

(ii) MEI will create, maintain and update a data base of all Participants, including names, addresses, arrival/departure and other transportation information, room assignments, Trip activities and medical information. MEI will ensure that the data base is compatible with the software aboard the Train.

(iii) MEI will correspond with Participants sufficiently in advance of each Trip to coordinate Participants' Trip activities, confirm air and ground travel arrangements, inform Participants of agenda and dress requirements, transmit any prize money to Participants and communicate other information.

2084280581

(iv) MEI will assemble and maintain appropriate security information for each Trip, including the collection of passport/identification photographs of Participants and production of bar coded/mag striped photo IDs for all Participants.

(v) MEI will create, collect and maintain medical information forms for each Participant with sufficient information to ensure the comfort and safety of Participants during each Trip.

(vi) MEI will produce, maintain, update and distribute to Philip Morris and any third party designated by Philip Morris' Participant arrival/departure manifests, room assignment and activity lists and other appropriate reports and information necessary or appropriate for the smooth operation of each Trip.

(e) *Administration of Participant Response.*

(i) MEI will establish, staff and maintain four dedicated toll free telephone lines (the "Lines") for Participants to call MEI about Trip registration and activities and other related matters. The anticipated costs for such lines are summarized in Exhibit D. The Lines must be operational from June 1, 1996 through August 31, 1997 (or such other time period as Philip Morris may designate), and staffed by at least one MEI representative 12 hours per day, seven days a week. A recorded telephone answering system shall operate on the Lines during the non-staffed hours of each day and will record caller voice messages. MEI will pay all costs of staffing the Lines and Philip Morris will pay all costs associated with establishing and maintaining the Line service. In the event that such staffing is inadequate to handle the volume of incoming calls to the Lines, MEI, subject to the prior approval of Philip Morris, will provide additional staffing for the Lines as necessary to handle excess caller volume at the sole cost and expense of Philip Morris.

(ii) MEI will provide a dedicated representative to supervise and coordinate all staffing of the Lines.

(f) *Miscellaneous.*

(i) MEI will provide assistance to Participants in the event of lost luggage, including retrieval of luggage and making reasonable and necessary

2084280582

interim arrangements (e.g., assisting to provide necessary toiletries and clothing items) for Participants until luggage is located.

(ii) MEI will obtain all approvals necessary for the provision of the Services, including, without limitation, any approvals necessary to operate travel assistance facilities, smoking lounges and customer service vehicles at airports.

(iii) MEI will make all arrangements necessary to provide pre-paid overnight accommodations (for hotel, meals, travel) for any Participants whose travel arrangements en route to or from a Trip necessitate an overnight stay in Denver or Billings.

(iv) MEI will provide information to and assist and coordinate the Services with D.L. Blair, Inc. and other third parties designated by Philip Morris.

2. **Payment.** In full and complete consideration for the Services rendered throughout the term of this Agreement, Philip Morris will pay MEI in accordance with the payment schedule set forth in Exhibit B. Philip Morris will reimburse MEI for reasonable, competitively priced expenses in accordance with Exhibit C. MEI will submit an invoice to Philip Morris detailing the Services performed and expenses incurred, in form satisfactory to Philip Morris, 30 days prior to the date any payment is due and Philip Morris will make such payments to MEI by the dates set forth on Exhibit B. All reimbursable expenses in excess of \$250 that are not specifically included on Exhibit C must be approved in writing in advance by Philip Morris. All expenses in excess of \$25 or more must be evidenced by receipts.

In the event Philip Morris requests additional services not described herein or on Exhibit B, MEI will deliver to Philip Morris for its advance approval a Change Notice, which will include an estimate of anticipated fees and expenses associated with providing such additional services. In no event shall any additional services be provided or expenses incurred without the prior written approval of Philip Morris. Total payments to MEI under this Agreement shall not exceed Trade
Secret without the prior written approval of Philip Morris.

3. **Term and Termination.**

(a) **Term.** The term of this Agreement will commence as of the date of this Agreement and will continue until October 31, 1997.

(b) **Termination by Philip Morris.** Philip Morris may terminate this Agreement, with or without cause, on 30 days' advance written notice to MEI. If Philip Morris

2084280583

terminates this Agreement without cause, Philip Morris will have no liability to MEI after the date of notice of termination, with the exception of that portion of fees earned for Services satisfactorily performed and documented obligations or binding commitments properly incurred, prior to notice of termination.

(c) ***Special Termination.*** If any federal, state, municipal or local law, regulation, ordinance, order, ruling, judgment, consent decree or other governmental action becomes effective that makes the promotion of tobacco products as contemplated by this Agreement unlawful or impracticable or materially reduces the value of this Agreement to Philip Morris or MEI grants similar rights to a tobacco manufacturer other than Philip Morris, this Agreement may be terminated by Philip Morris as of the date that the law, regulation, ordinance, order, ruling, judgment, consent decree or action becomes effective. Philip Morris will pay MEI for services and will reimburse MEI's non-recoverable expenses in connection with all Trips completed as of the date that such law, regulation, ordinance, order, ruling, judgment, consent decree or action becomes effective.

4. **Records.** MEI, its employees and agents will maintain detailed and accurate books and records of account with respect to the Services and any other activities undertaken on behalf of Philip Morris pursuant to this Agreement. MEI will provide periodic reports as and when requested by Philip Morris. Original receipts and certified bank copies of the front and back of canceled checks paid to MEI's vendors will be required. Philip Morris or its designated agent may inspect, review and copy such books and records at reasonable times during normal business hours upon reasonable, advance notice to MEI and at the expense of Philip Morris.

As used in this Agreement, books and records include Employees Withholding Allowance Certificate (W-4), Employment Eligibility Verification Form (I-9) and supporting documents, detailed original receipts supporting expense billings and time sheets, together with payroll journals and certified bank copies of the front and back of canceled checks. During any audit or record review by Philip Morris, Philip Morris will have the right to audit the payroll records relating to MEI's staff performing the Services.

5. **Standards.** MEI's performance will be in accordance with the highest industry standards prevailing for firms rendering similar scheduling and travel services in the United States. The parties' intent is to provide the best possible atmosphere and environment for the conduct of the Trips and MEI will use its best efforts to accomplish this. Philip Morris may make recommendations to MEI with this goal in mind and MEI will effect the recommendations whenever possible.

2084280584

6. **Ownership.** All advertising, marketing and promotional material prepared or developed by MEI in connection with this Agreement will become the property of Philip Morris and MEI hereby agrees to assign to Philip Morris any and all rights to copyright the material. MEI will not engage, or permit the creation of any copyrightable material for Philip Morris by, any person who is not a regular full time employee whose work is performed on MEI's business premises and under MEI's direction and supervision, unless that person agrees in writing to execute an assignment to Philip Morris of any and all copyrights in all material created in a form acceptable to Philip Morris. Upon the acceptance by Philip Morris of any copyrightable material prepared by MEI, MEI at the request of Philip Morris, will cause any person who owns any copyright interest in any of the materials to assign all of its right, title and interest to Philip Morris and will assign all of MEI's right, title and interest in the material to Philip Morris and in each case will deliver an assignment in a form acceptable to Philip Morris. MEI will obtain all releases necessary to the proper performance of this Agreement.

7. **Confidentiality.** MEI, its employees and agents will hold strictly confidential the existence and terms of this Agreement and all information and materials provided by Philip Morris to MEI. The information and material provided by Philip Morris or obtained by MEI in connection with its performance of this Agreement, including all entrant names, addresses and other information contained in documents or on magnetic tapes delivered by Philip Morris or third parties designated by Philip Morris, will remain the exclusive property of Philip Morris. MEI will not use such information and materials for any purpose other than to fulfill its obligations under this Agreement and will cause the information and materials to be retained in complete confidence and prevent the improper use or disclosure thereof by MEI's employees, agents, and subcontractors. Upon termination or expiration of this Agreement, or if and when requested by Philip Morris, MEI will return all materials to Philip Morris at Philip Morris' request. MEI's obligation to maintain confidentiality will survive the termination or expiration of this Agreement.

8. **Philip Morris Names.** MEI recognizes and acknowledges that the Marlboro name and the names of any and all other Philip Morris brands and the designs, emblems and insignia of the respective brands, and the goodwill associated therewith, have great value and are the sole property of Philip Morris. MEI agrees that it has and will claim no right, title or interest in the same or the use thereof other than the limited right to use pursuant to the terms and conditions of this Agreement.

9. **Indemnity.**

(a) MEI indemnifies and holds harmless Philip Morris, its affiliates and their officers, employees, directors and agents from all claims, liabilities, costs and expenses

2084280585

(including transportation penalties resulting from scheduling changes), including reasonable attorneys' fees, that arise from, or may be attributable to errors, omissions or fault of MEI or its subcontractors, and which are not caused by Philip Morris.

(b) Philip Morris indemnifies and holds harmless MEI, its affiliates and their officers, employees, directors and agents, from all claims, costs and expenses (including transportation penalties resulting from scheduling changes), including reasonable attorneys' fees, that arise from, or may be attributable to errors, omissions or fault of Philip Morris, and which are not caused by MEI.

10. **Insurance.** Within ten days of execution of this Agreement, MEI will deliver to Philip Morris original certificates of insurance evidencing coverage for:

(a) comprehensive general liability, including contractual liability, with limits of no less than \$5,000,000 per occurrence for personal injury and property damage;

(b) statutory workers' compensation coverage meeting all state and local requirements including coverage for employers' liability with limits of no less than \$5,000,000; and

(c) comprehensive automobile liability coverage for all owned, non-owned, and hired vehicles with bodily injury limits of no less than \$5,000,000 per person, \$5,000,000 per accident, and property damage limits of no less than \$5,000,000 per accident.

MEI shall maintain all insurance pursuant to this Section 10 throughout the term of this Agreement. The insurance certificates required by subparagraphs (a) and (c) shall name Philip Morris, its affiliates, representatives, employees and assigns as additional insureds and must state that Philip Morris will be provided at least 30 days advance, written notice of a cancellation or modification of the insurance. All insurance must be primary coverage without right of contribution from any other Philip Morris insurance. Insurance maintained by Philip Morris is for the exclusive benefit of Philip Morris and will not inure to the benefit of MEI. MEI will procure comparable certificates of insurance from all subcontractors of MEI. Insurance coverage maintained by MEI in accordance with this paragraph shall not be applied in connection with (i) products liability claims involving products manufactured by Philip Morris or (ii) operation of the Train.

11. **Independent Contractor.** MEI is an independent contractor and this Agreement shall not be construed to create an association, partnership, joint venture, relation of principal

2084280586

and agent or employer and employee between Philip Morris and MEI or its agents or subcontractors within the meaning of any federal, state or local law. MEI will not enter into any agreement, oral or written, on behalf of Philip Morris or otherwise obligate Philip Morris without Philip Morris' advance written approval.

12. **Third Party Contacts.** If at any time MEI is contacted by a third party, including the media, other than as contemplated by the terms of this Agreement, concerning MEI's activities on behalf of Philip Morris, MEI will make no comment, immediately notify Philip Morris of the third party contact, and if and when requested by Philip Morris, refer the third party to Philip Morris, Vice President, Corporate Affairs.

13. **Exclusivity.** During the term of this Agreement, and for six months thereafter, MEI will not, without the prior, written consent of Philip Morris, engage in similar activities for any company or entity whose business competes with any tobacco product of Philip Morris.

14. **Miscellaneous.**

(a) Force Majeure, acts of God, or other causes beyond the control of any party delaying or causing the cancellation or delay of any Trip will not subject MEI or Philip Morris to any liability hereunder, except if, and to the extent, otherwise specifically provided herein.

(b) This Agreement and all matters collateral hereto, shall be governed by the laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York.

(c) MEI must comply with all applicable laws and regulations relating to its performance of this Agreement. MEI acknowledges that it is cognizant of the provisions of Title 15, Section 1331, et seq. of the United States Code.

(d) This Agreement is the complete agreement between the parties and supersedes any prior oral or written agreement concerning the subject matter.

(e) If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in effect.

(f) This Agreement may not be amended or assigned except in a writing signed by both parties. If an assignment occurs, the assignment will not relieve the assigning party of its liabilities and obligations under this Agreement. This Agreement is binding upon

2084280587

Mr. Dan Korman
February 21, 1996
Page 10

successors and assignees of the parties. A waiver by either party of any of the terms and conditions of this Agreement in one or more instances will not constitute a permanent waiver of the terms and conditions.

(g) Notices provided shall be in writing and sent by certified mail, return receipt requested. Notices to MEI will be sent to Marketing Equities International, 2305 Cedar Springs, Suite 150, Dallas, Texas 75201, Attention: Dan Korman. Notices to Philip Morris will be sent to Philip Morris Incorporated, 120 Park Avenue, New York, New York 10017, Attention: Director, Event Marketing.

2084280588

Mr. Dan Korman
February 21, 1996
Page 11

If the foregoing accurately sets forth our understanding, please signify your acceptance and agreement by executing the enclosed copies of this letter and returning one countersigned copy to me.

Very truly yours,

PHILIP MORRIS INCORPORATED

By: _____

ACCEPTED AND AGREED:

**WYNDHAM TRAVEL, on behalf of its division,
MARKETING EQUITIES INTERNATIONAL**

By: _____

Title: _____

Taxpayer ID No. _____

Filing Status: _____

2084280589

MARLBORO UNLIMITED TRAIN OPERATIONAL TIME LINE

<u>Date</u>	<u>Activity</u>
January 31, 1996	- Air contracts executed/blocked airspace secured
January 1, 1996	- Start date of Project Manager Debra Hood
March 31, 1996	- Identify and contract on board staff
April 30, 1996	- Identify and contract hub city airport staff
June 2-7, 1996	- Static training
June 9-14, 1996	- Static training
June 16-21, 1996	- Static training
June 23-28, 1996	- Static training
June 30-July 5, 1996	- Static training
July 7-12, 1996	- Trip No. 1 - Running training, 100 participants
July 14-19, 1996	- Trip No. 2 - Running training, 100 participants
July 21-26, 1996	- Trip No. 3 - Running training, 100 participants
July 28-August 2, 1996	- Trip No. 4 - Running training, 100 participants
August 4-9, 1996	- Trip No. 5 Departure, 200 participants
August 9, 1996	- Trip No. 5 Return
August 11, 1996	- Trip No. 6 Departure, 200 participants
August 16, 1996	- Trip No. 6 Return
August 18, 1996	- Trip No. 7 Departure, 200 participants
August 23, 1996	- Trip No. 7 Return
August 25, 1996	- Trip No. 8 Departure, 200 participants
August 30, 1996	- Trip No. 8 Return
September 1, 1996	- Trip No. 9 Departure, 200 participants
September 6, 1996	- Trip No. 9 Return
September 8, 1996	- Trip No. 10 Departure, 200 participants
September 13, 1996	- Trip No. 10 Return
September 15, 1996	- Trip No. 11 Departure, 200 participants
September 20, 1996	- Trip No. 11 Return
September 22, 1996	- Trip No. 12 Departure, 200 participants
September 27, 1996	- Trip No. 12 Return
September 29, 1996	- Trip No. 13 Departure, 200 participants
October 4, 1996	- Trip No. 13 Return
October 6, 1996	- Trip No. 14 Departure, 200 participants
October 11, 1996	- Trip No. 14 Return
October 13-18, 1996	- Trip No. 15 Open (VIP)
May 18-23, 1997	- Static training
May 25-30, 1997	- Trip No. 16 - Running training 100
June 1-6, 1997	- Trip No. 17 - Open (VIP Departure) 100
June 8, 1997	- Trip No. 18 Departure, 200 participants

2084280590

June 13, 1997
June 15, 1997
June 20, 1997
June 22, 1997
June 27, 1997
June 29, 1997
July 4, 1997
July 6, 1997
July 11, 1997
July 13, 1997
July 18, 1997
July 20, 1997
July 25, 1997
July 27, 1997
August 1, 1997
August 3, 1997
August 8, 1997
August 10, 1997
August 15, 1997

- Trip No. 18 Return
- Trip No. 19 Departure, 200 participants
- Trip No. 19 Return
- Trip No. 20 Departure, 200 participants
- Trip No. 20 Return
- Trip No. 21 Departure, 200 participants
- Trip No. 21 Return
- Trip No. 22 Departure, 200 participants
- Trip No. 22 Return
- Trip No. 23 Departure, 200 participants
- Trip No. 23 Return
- Trip No. 24 Departure, 200 participants
- Trip No. 24 Return
- Trip No. 25 Departure, 200 participants
- Trip No. 25 Return
- Trip No. 26 Departure, 200 participants
- Trip No. 26 Return
- Trip No. 27 Departure, 200 participants
- Trip No. 27 Return

EXHIBIT B

PAYMENT SCHEDULE

The following fees are fixed through December 31, 1997. If this Agreement is extended beyond such date, the parties shall mutually agree to any adjustment in fees in order to reflect inflation and increased costs of providing the Services.

As set forth on Exhibit C to this Agreement (see Item 6.), Philip Morris will pay MEI a service fee of Trade
Secret per Participant, which amount is included in the dollar figures set forth below.

The payment schedule will be based upon the scheduled itinerary of 1996 and 1997 27 weeks, as follows:

Scheduled 1996 Trips

<u>Trip Number</u>	<u>Trip Departure Date</u>	<u>Estimated Number of Participants</u>
1.	July 7, 1996	100 Participants (Running Training)
2.	July 14, 1996	100 Participants (Running Training)
3.	July 21, 1996	100 Participants (Running Training)
4.	July 28, 1996	100 Participants (Running Training)
5.	August 4, 1996	200 Participants
6.	August 11, 1996	200 Participants
7.	August 18, 1996	200 Participants
8.	August 25, 1996	200 Participants
9.	September 1, 1996	200 Participants
10.	September 8, 1996	200 Participants
11.	September 15, 1996	200 Participants
12.	September 22, 1996	200 Participants
13.	September 29, 1996	200 Participants
14.	October 6, 1996	200 Participants
15.	October 13, 1996	<u>TBD</u> (VIP)
		2400

Within 30 days of the signing of this Agreement and MEI's submission of an invoice, Philip Morris shall pay MEI Trade
Secret which amount represents 10% of MEI's total estimated fees in connection with performing the Services ("Estimated Fees"). Upon MEI's submission of an invoice and documentation from the airline to support blocked space/chartered aircraft, Philip Morris will pay MEI, within 10 days of receipt, an amount sufficient to secure blocked airline space for Trips 1-15. Blocked space deposits will not exceed Trade
Secret
Information without prior written approval of Philip Morris.

2084280592

Upon MEI's submission of an invoice no later than January 31, 1996, Philip Morris shall pay MEI by March 1, 1996 an additional Trade
Secret which amount represents 10% of Estimated Fees.

Upon MEI's submission of an invoice no later than April 30, 1996, Philip Morris shall pay MEI by June 7, 1996 (one month prior to group ticketing of Trip No. 1) an additional Trade
Secret which amount represents 10% of Estimated Fees, plus an amount sufficient to secure air transportation for Trip Nos. 1-8 as evidenced by such invoice.

Upon MEI's submission of an invoice no later than June 30, 1996, Philip Morris shall pay MEI by August 1, 1996 an additional Trade
Secret which amount represents 10% of Estimated Fees, plus an amount sufficient to secure air transportation for Trip Nos. 9-15 as evidenced by such invoice, and plus or minus an adjustment to the management fee for Trips Nos. 1-4 (Running Training).

As soon as possible following completion of Trip No. 15, Philip Morris will pay MEI Trade
Secret which amount represents 10% of Estimated Fees, plus the amount of any excess of actual air expenses for Trip Nos. 1-15 over the payments previously made by Philip Morris for such transportation expenses as evidenced by an invoice and appropriate supporting receipts and documentation provided by MEI to Philip Morris immediately following completion of Trip No. 15.

Scheduled 1997 Trips

<u>Trip Number</u>	<u>Trip Departure Date</u>	<u>Estimated Number of Participants</u>
16.	May 25, 1997	100 Participants (Running Training
17.	June 1, 1997	100 Participants (Open/VIP)
18.	June 8, 1997	200 Participants
19.	June 15, 1997	200 Participants
20.	June 22, 1997	200 Participants
21.	June 29, 1997	200 Participants
22.	July 6, 1997	200 Participants
23.	July 13, 1997	200 Participants
24.	July 20, 1997	200 Participants
25.	July 27, 1997	200 Participants
26.	August 3, 1997	200 Participants
27.	August 10, 1997	200 Participants
		2200 Participants

Upon MEI's submission of an invoice no later than September 30, 1996, Philip Morris shall pay MEI by November 1, 1996 an additional Trade
Secret
Informat which amount represents 10% of Estimated Fees.

Upon MEI's submission of an invoice no later than November 30, 1996, Philip Morris shall pay MEI by January 1, 1997 an additional Trade
Secret
Informati which amount represents 10% of Estimated Fees.

Upon MEI's submission of an invoice no later than March 17, 1997, Philip Morris shall pay MEI by April 8, 1997 (one month prior to group ticketing of Trip No. 16) an additional Trade
Secret which amount represents 10% of Estimated Fees, plus an amount sufficient to secure air transportation for Trip Nos. 16-21 as evidenced by such invoice.

Upon MEI's submission of an invoice no later than April 30, 1997, Philip Morris shall pay MEI by June 1, 1997 an additional Trade
Secret which amount represents 10% of Estimated Fees, plus an amount sufficient to secure air transportation for Trip Nos. 22-27 as evidenced by such invoice.

As soon as possible following completion of Trip No. 27, Philip Morris will pay MEI Trade
Secret which amount represents 10% of Estimated Fees, plus or minus, as appropriate, an adjustment for the amount of any difference between actual air transportation expenses or management fee for Trip Nos. 16-27 and the payments previously made by Philip Morris for such transportation expenses and management fees as evidenced by an invoice and appropriate supporting receipts and documentation provided by MEI to Philip Morris immediately following completion of Trip No. 20.

Dollar amounts set forth above are based on estimates of transportation costs and may vary from actual amounts. Once Participants and actual transportation arrangements are known, more accurate transportation costs can be determined. The payment amounts set forth above may be changed by mutual agreement of MEI and Philip Morris in writing in order to reflect more accurate determinations of such transportation costs. Philip Morris will provide a valid Philip Morris credit card to MEI for the purpose of booking air transportation for Unlimited trips. Philip Morris will then pay such charges directly as billed by the credit card company rather than through MEI.

In addition, deposits paid to MEI to secure blocked space on airlines prior to the running of the Trips will be reimbursed to Philip Morris within ten days of receipt from the airlines with documentation to support blocked space deposit refund.

Fees and scheduling are based on the 27 scheduled Trips and departure dates shown above. In the event that changes are made in Trip scheduling (i.e., the addition of extra Trips or changes in departure dates), MEI and Philip Morris may agree in writing to amend the invoicing schedule set forth above.

EXHIBIT C

Trade Secret Information Redacted

2084280595

(RCS):APMATHUNDERMEL8

EXHIBIT C

Trade Secret Information Redacted

2084280596