*[INDICATES PAGINATION IN ORIGINAL DOCUMENT]

AMENDMENT NO. 10 TO MASTER SETTLEMENT AGREEMENT

- 1. Notwithstanding section II(ii) of the Master Settlement Agreement ("MSA"), the term Outdoor Advertising does not mean the current signs on the outside of Sherman's 1400 Broadway N.Y.C. Ltd.'s and/or its Affiliates' ("Sherman's 1400") retail establishment at 42nd Street and 5th Avenue in New York City ("Nat Sherman's Retail Establishment"), or any replacement signs outside Nat Sherman's Retail Establishment in so far as they are of a similar nature, size, and wording.
- 2. Notwithstanding sections II(i) of the MSA, neither the phrase "Nat Sherman" nor the phrase "Nat Sherman Tobacconist to the World" (collectively "Nat Sherman") shall be considered a Brand Name; provided however:
 - a. Sherman's 1400 does not manufacture, make, market, distribute, offer, sell, license,
 or import any brand of Cigarettes that use "Nat Sherman" to identify that specific
 brand of Cigarettes as its brand name; and
 - b. nothing in this paragraph shall create an exception to the prohibitions contained in section III (a) of the MSA; and
 - c. nothing in this paragraph shall allow Sherman's 1400 to engage in Outdoor Advertising except as provided in paragraph 1 above.
- 3. If in the future Sherman's 1400 is sold or transferred to a person or entity outside of the Sherman family, or the name "Nat Sherman" is licensed to a person or entity outside of the Sherman family, then paragraph 2 above shall be inapplicable unless the size of the name "Nat Sherman" contained on any Tobacco Product package is less than the size of any other print on the package, but in no event shall the size of the name "Nat Sherman" be in excess of 5/16th of an inch

in height. [end of page and amendment no. 10]*