

***[INDICATES PAGINATION IN ORIGINAL DOCUMENT]**

AMENDMENT NO. 11 TO MASTER SETTLEMENT AGREEMENT

King Maker Marketing, Inc., (“King Maker”) hereby signs and executes the Master Settlement Agreement (“MSA”).

In addition, notwithstanding sections II(ji) and II(uu) of the MSA, King Maker shall have the rights specified in paragraph (4) below and ITC Limited, India (“ITC”) shall not be considered to be a Tobacco Product Manufacturer (and ITC shall, for the purposes of the Model Statute set forth in Exhibit T to the MSA only, be considered to be a Participating Manufacturer), provided that:

(1) King Maker signs the MSA within 90 days after the MSA Execution Date and is bound by such Agreement in all Settling States in which such Agreement binds Original Participating Manufacturers;

(2) On or before March 31, 1999, King Maker enters into an agreement (an “Exclusive Distribution Agreement”) with ITC, such Exclusive Distribution Agreement remains in full force and effect, and both parties to the Exclusive Distribution Agreement fully perform their obligations thereunder. The Exclusive Distribution Agreement must contain the following terms:

(A) ITC appoints King Maker as its exclusive importer and distributor for sale in the territory of any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa and the Northern Marianas (the “Territory”) of any and all Cigarettes which are and will be manufactured by ITC or any licensee or Affiliate of ITC under

trademarks owned by ITC and exported for intended sale in the Territory, subject to the terms and conditions appearing in the Exclusive Distribution Agreement
[end page 1]*

[page 1]*

[begin page 2]* (insofar as such terms and conditions are not inconsistent with paragraphs (A) through (E)). The term “Affiliate” as used herein shall mean a person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person. Solely for the purpose of this definition, the terms “owns,” “is owned” and “ownership” mean ownership of an equity interest, or the equivalent thereof, of 50 percent or more, and the term “person” means an individual, partnership, committee, association, corporation or any other organization of group of persons.

(B) ITC shall not appoint any person other than King Maker as an additional importer and distributor for sale of the Cigarettes within the Territory, nor shall ITC sell or distribute the Cigarettes in the Territory except through King Maker or market or advertise the Cigarettes in the Territory except through King Maker.

(C) ITC shall supply the Cigarettes, which shall comply with the requirements or applicable regulations effective in the Territory. King Maker shall obtain all the governmental certification, license, permit or approval necessary to import and distribute the Cigarettes in the Territory and shall sell the Cigarettes in the Territory in strict compliance with any and all laws, regulations

and other requirements of federal, state, and local governments and their agencies. King Maker shall be responsible for the payments under the MSA with respect to the Cigarettes, shall pay the taxes specified in subsection II(z) of the MSA on the Cigarettes, and shall report the Cigarettes as its shipments in the manner prescribed in subsection II(mm) of the MSA. [end page 2]*

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(D) The Exclusive Distribution Agreement between ITC and King Maker shall be effective on the date of execution of that agreement (which shall be on or before March 31, 1999) and shall not be terminated by either party to that agreement as long as the MSA remains in effect unless (a) ITC has appointed another signatory to the MSA as importer for the Territory or (b) ITC ceases manufacturing and exporting Cigarettes bearing trademarks owned by ITC for sale in the Territory, and ITC does not manufacture and export Cigarettes bearing trademarks owned by ITC for sale in the Territory.

(E) The Settling States and the Original Participating Manufacturers are third-party beneficiaries of those provisions of the Exclusive Distribution Agreement relating to the MSA.

(3) King Maker does not, after the date King Maker becomes a signatory to the MSA, import, sell or distribute Cigarettes manufactured (or purchased for resale in the States) by a Non-Participating Manufacturer; and

(4) For purposes of sections IX(i) and IX(d)(1)(B) of the MSA, King Maker's

1997 and 1998 Market Share: (A) shall not include Cigarettes manufactured (or purchased for resale in the States) by any Non-Participating Manufacturer; and (B) shall include the Market Share for 1997 and 1998, whichever is in question, of ITC, if any, with respect to brands of Cigarettes as to which King Maker has exclusive import and distribution rights in the States with respect to the entire calendar year immediately preceding the year in which the calculation in question is being made (but only so long as the conditions specified in paragraphs (1)-(3) above for ITC are met).

All capitalized terms not otherwise defined shall have the meaning given such terms in the MSA

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Dated: February 11, 1999
New York, N.Y.

KING MAKER MARKETING, INC.

By: /s/ Mark Finkle, President

[end page 4]*

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