

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

**AMENDMENT NO. 6 TO MASTER SETTLEMENT AGREEMENT**

Tobacco Exporters International (USA) Ltd. (“TEI”) hereby signs and executes the Master Settlement Agreement (“MSA”).

In addition, notwithstanding sections II(jj) and II(uu) of the MSA, TEI shall have the rights specified in paragraph (4) below, and each of the companies specified in Exhibit A to this Amendment (collectively the “Foreign Manufacturers/Exporters”) shall not be considered to be a Tobacco Product Manufacturer (and each Foreign Manufacturer/Exporter 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) TEI 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, TEI enters into an agreement (an “Exclusive Distribution Agreement”) with each of the Foreign Manufacturers/Exporters, such Exclusive Distribution Agreements remain in full force and effect, and all the parties to each respective Exclusive Distribution Agreement fully perform their obligations thereunder. Each Exclusive Distribution Agreement must contain the following terms:

(A) The Foreign Manufacturer/Exporter appoints TEI as its exclusive importer and distributor (other than as set forth in paragraph (D) below) 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 the Foreign Manufacturer/Exporter or any licensee or Affiliate of the Foreign Manufacturer/Exporter under trademarks owned by the  
[end of page 1]\*

[page 1]\*

[begin page 2]\* Foreign Manufacturer/Exporter (or as to which trademarks the Foreign Manufacturer/Exporter has a manufacturing or license agreement with the trademark owner) and exported for intended sale in the Territory, subject to the terms and conditions appearing in the Exclusive Distribution Agreement (insofar as such terms and conditions are not inconsistent with paragraphs (A) through (F)). 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” means 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) Other than as specified in paragraph (D) below, the Foreign Manufacturer/Exporter shall not appoint any person other than TEI as an additional importer and distributor for sale of the Cigarettes within the Territory, nor shall the Foreign Manufacturer/Exporter sell or distribute the Cigarettes in the Territory except through TEI or market or advertise the Cigarettes in the Territory.

(C) The Foreign Manufacturer/Exporter shall supply the Cigarettes,

which shall comply with the requirements or applicable regulations effective in the Territory. TEI 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. TEI shall be responsible for the payments under the MSA with [end of page 2]\*

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[begin page 3]\* 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.

(D) The Foreign Manufacturer/Exporter may sell brands of Cigarettes in the Territory through an importer other than TEI if such importer is an Original Participating Manufacturer that will be responsible for the payments under the MSA with respect to such Cigarettes as a result of the provisions of subsections II(mm) of the MSA and that pays the taxes specified in subsection II(z) on such Cigarettes, and provided that the Foreign Manufacturer/Exporter does not market or advertise such Cigarettes in the States.

(E) Each Exclusive Distribution Agreement between each Foreign Manufacturer/Exporter and TEI 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 unless the Foreign

Manufacturer/Exporter in question has appointed another signatory to the MSA as importer for the Territory as long as the MSA remains in effect.

(F) The Settling States and the Original Participating Manufacturers are third-party beneficiaries of each Exclusive Distribution Agreement.

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

(4) For purposes of sections IX(i) and IX(d)(1)(B) of the MSA, TEI'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 each of the Foreign [end of page 3]\*

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[begin page 4]\* Manufacturers/Exporters, if any, with respect to brands of Cigarettes as to which TEI 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 each Foreign Manufacturer/Exporter are met);

(5) Notwithstanding paragraph (4), if any Foreign Manufacturer/Exporter becomes an Affiliate of an Original Participating Manufacturer, TEI does not import the Cigarettes of such Foreign Manufacturer/Exporter unless TEI assumes the payment obligations under the MSA of an Original Participating Manufacturer with respect to all Cigarettes manufactured by (or under trademarks owned by or licensed to) such Foreign

Manufacturer/Exporter and imported by TEI; and

(6) Notwithstanding paragraph (4), if TEI becomes an Affiliate of an Original Participating Manufacturer, TEI assumes the payment obligations under the MSA of an Original Participating Manufacturer with respect to all Cigarettes shipped by TEI in or to the Territory.

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

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

TOBACCO EXPORTERS INTERNATIONAL  
(USA) LTD.

By: /s/ Robert S. Pless  
Vice President and General Counsel

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[begin Ex. A]\*

**EXHIBIT A**

	<u>Foreign Manufacturer:</u>	<u>Foreign Exporter:</u>
1.	Rothmans of Pall Mall (International) Limited Green Lane Industrial Estate Spennymoor Co. Durham DL 16 6YA England	Tobacco Exporters International Limited Oxford Road Aylesbury Bucks HP21 8SZ England
2.	Rothmans of Pall Mall (International) Limited P.O. Box 41 McMullen Road Darlington C. Durham DL1 YS England	Tobacco Exporters International Limited Oxford Road Aylesbury Bucks HP21 8SZ England
3.	Rothmans Manufacturing (The	Tobacco Exporters International Limited

Netherlands) b.v.  
Kerkstraat 27  
6901 AA Zevenaar  
The Netherlands

Oxford Road  
Aylesbury  
Bucks HP21 8SZ  
England

4. Rothmans, Benson & Hedges Inc.  
1500 Don Mills Road  
North York  
Ontario M3B 3L1  
Canada

Rothmans, Benson & Hedges Inc.  
1500 Don Mills Road  
North York  
Ontario M3B 3L1  
Canada

5. Cigarette Company of Jamaica Limited  
Twickenham Park  
P. O. Box 100  
Spanish Town  
Jamaica W.I.

Cigarette Company of Jamaica Limited  
Twickenham Park  
P. O. Box 100  
Spanish Town  
Jamaica W.I.

[end Ex. A]\*