

New Issue – Book-Entry Only**Ratings: See “RATINGS” herein.**

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Issuer, based on an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2007 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2007 Bonds is not a specific preference item for purposes of federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating federal corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2007 Bonds. See “TAX MATTERS” herein.

\$294,084,291.25

INLAND EMPIRE TOBACCO SECURITIZATION AUTHORITY
Tobacco Settlement Asset-Backed Bonds
(Inland Empire Tobacco Securitization Corporation)
Series 2007

Dated: Date of Delivery**Due: As shown on the inside cover**

Inland Empire Tobacco Securitization Authority (the “**Issuer**”) is a public entity created pursuant to a Joint Exercise of Powers Agreement, dated as of July 18, 2007, by and between the County of Riverside, California (the “**County**”) and the County of San Bernardino, California (each, a “**Local Agency**”). The Issuer is a separate entity from the County and its debts, liabilities and obligations do not constitute debts, liabilities or obligations of the County or its other Local Agency. See “THE ISSUER” herein.

The Issuer’s Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007 (the “**Series 2007 Bonds**”), consisting of the Series 2007A Turbo Current Interest Bonds (the “**Series 2007A Bonds**”), the Series 2007B Turbo Convertible Capital Appreciation Bonds (the “**Series 2007B Bonds**” or the “**Convertible Bonds**”), the Series 2007C Turbo Capital Appreciation Bonds, consisting of the Series 2007C-1 Turbo Capital Appreciation Bonds (the “**Series 2007C-1 Bonds**”) and the Series 2007C-2 Turbo Capital Appreciation Bonds (the “**Series 2007C-2 Bonds**”), and together with the Series 2007C-1 Bonds, the “**Series 2007C Bonds**”), the Series 2007D Turbo Capital Appreciation Bonds (the “**Series 2007D Bonds**”) the Series 2007E Turbo Capital Appreciation Bonds (the “**Series 2007E Bonds**”) and the Series 2007F Turbo Capital Appreciation Bonds (the “**Series 2007F Bonds**”) and, together with the Series 2007C Bonds, the Series 2007D Bonds and the Series 2007E Bonds, the “**Capital Appreciation Bonds**”), are to be issued pursuant to an Indenture, as supplemented by a Series 2007 Supplement, each dated as of August 1, 2007 (collectively, the “**Indenture**”), between the Issuer and Wells Fargo Bank, National Association, as indenture trustee (the “**Indenture Trustee**”). The proceeds of the Series 2007 Bonds will be loaned by the Issuer to the Inland Empire Tobacco Securitization Corporation (the “**Corporation**”), a nonprofit public benefit corporation organized under the laws of the State, pursuant to a Secured Loan Agreement, dated as of August 1, 2007, between the Issuer and the Corporation. The Corporation will apply the loan proceeds to (i) purchase the Sold County Tobacco Assets (herein defined), (ii) fund the Debt Service Reserve Account for the Series 2007A Bonds and the Series 2007B Bonds, (iii) fund the Operating Account for the Series 2007 Bonds, (iv) fund capitalized interest on the Series 2007A Bonds through December 1, 2007 and (v) pay the costs of issuance incurred in connection with the issuance of the Series 2007 Bonds.

The Series 2007 Bonds are primarily secured by a portion of tobacco settlement revenues (“**TSRs**”) required to be paid to the State of California (the “**State**”) under the Master Settlement Agreement (the “**MSA**”) entered into by participating cigarette manufacturers (the “**PMs**”), 46 states, including the State, and six other U.S. jurisdictions, in November 1998 in settlement of certain cigarette smoking-related litigation and made payable to the County pursuant to agreements with the State and other parties (all of such payments to the County, as more fully described herein, are referred to as “**County Tobacco Assets**”). The portion of the County Tobacco Assets to be purchased with a portion of the proceeds of the Series 2007 Bonds is referred to herein as the “**Sold County Tobacco Assets**” and consists of (i) the County Tobacco Assets to the extent consisting of or relating to amounts due to the County after the first \$10,000,000 has been paid to the County in each year beginning on January 1, 2008 and ending on December 31, 2020; (ii) the County Tobacco Assets to the extent consisting of or relating to amounts due to the County after the first \$11,537,208 has been paid to the County in each year beginning on January 1, 2021 and ending on December 31, 2026; (iii) the County Tobacco Assets to the extent consisting of or relating to amounts due to the County from and after January 1, 2027; and (iv) the County Tobacco Assets to the extent consisting of or relating to the applicable percentage set forth in that certain Purchase and Sale Agreement, dated as of August 1, 2007, between the County and the Corporation, on a pari passu pro rata basis of any Lump Sum Payments made during the period from and after the dated date of the Series 2007 Bonds and before January 1, 2027. The remainder of the County Tobacco Assets is referred to herein as the “**Unsold County Tobacco Assets**”. The Bondholders will have no interest in or to the Unsold County Tobacco Assets. The right of the Bondholders to receive payments on their Series 2007 Bonds from the Sold County Tobacco Assets that consist of Pre-2027 Lump Sum Sold Tobacco Assets (herein defined) is equal to and on a parity with, and is not inferior or superior to, the right of the County to receive the Unsold County Tobacco Assets that consist of Lump Sum Payments (herein defined) prior to January 1, 2027.

The Revenues (herein defined) derived from the Sold County Tobacco Assets commencing on the date of delivery of the Series 2007 Bonds will be deposited with the Indenture Trustee. See “SECURITY FOR THE SERIES 2007 BONDS” herein.

The amount of Sold County Tobacco Assets received is dependent on many factors, including future cigarette consumption, the financial capability of the PMs, litigation affecting the MSA, related state legislation and state enforcement thereof, changes in the County’s population and the tobacco industry. See “RISK FACTORS” herein.

Numerous lawsuits have been filed challenging the MSA and related statutes, including two cases (*Grand River*, in which the Attorney General of the State is a defendant, and *Freedom Holdings*, both discussed in “RISK FACTORS” herein) that are pending in the United States District Court for the Southern District of New York. The court in the *Grand River* and *Freedom Holdings* actions is considering plaintiffs’ allegations of an illegal output cartel under the federal antitrust laws and, in the *Grand River* case, plaintiffs’ allegations of violations under the Commerce Clause of the United States Constitution. A determination that the MSA or state legislation enacted pursuant to the MSA is void or unenforceable would have a materially adverse effect on the payments by PMs under the MSA and the amount or the timing of receipt of Revenues available to the Issuer to pay the principal or Accreted Value of and interest on the Series 2007 Bonds and make Turbo Redemptions (herein defined), could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds and, in certain circumstances, could lead to a complete loss of a Bondholder’s investment. See “RISK FACTORS” and “LEGAL CONSIDERATIONS” herein.

The Series 2007 Bonds are limited obligations of the Issuer, payable from and secured solely by Revenues and the other Collateral (herein defined) pledged under the Indenture. The Bondholders have no recourse to other assets of the Issuer, including, but not limited to, any assets pledged to secure payment of any other debt obligation of the Issuer. If, notwithstanding the limitation on recourse described in the preceding sentence, any Bondholders are deemed to have an interest in any asset of the Issuer pledged to the payment of other debt obligations of the Issuer, the Bondholders’ interest in such asset shall be subordinate to the claims and rights of the holders of such other debt obligations and the Indenture will constitute a subordination agreement for purposes of Section 510(a) of the U.S. Bankruptcy Code.

The Series 2007 Bonds do not constitute a charge against the general credit of the Issuer or any of its Local Agencies, including the County, and under no circumstances shall the Issuer or any Local Agency, including the County, be obligated to pay the principal or Accreted Value of or redemption premiums, if any, or interest on the Series 2007 Bonds, except from the Collateral pledged therefor under the Indenture. The credit of neither the State, nor any public agency of the State (other than the Issuer), nor any Local Agency of the Issuer, including the County, is pledged to the payment of the principal or Accreted Value of or redemption premiums, if any, or interest on the Series 2007 Bonds. The Series 2007 Bonds do not constitute a debt, liability or obligation of the State or any public agency of the State (other than the Issuer) or any Local Agency of the Issuer, including the County. The County is under no obligation to make payments of the principal or Accreted Value of or redemption premiums, if any, or interest on the Series 2007 Bonds in the event that Revenues are insufficient for the payment thereof.

Interest on the Series 2007A Bonds is payable on June 1 and December 1 of each year (each a “**Distribution Date**”), commencing on December 1, 2007. Prior to the Conversion Date, the Series 2007B Bonds shall accrue interest from their date of delivery, which interest shall be compounded on the first Distribution Date following the issuance of the Series 2007B Bonds and thereafter semiannually on the Distribution Dates in each year. On and after the applicable Conversion Date, such Series 2007B Bonds shall become Current Interest Bonds with interest thereon payable on each Distribution Date following such Conversion Date. Interest on the Capital Appreciation Bonds is not paid currently, but is compounded on each Distribution Date (to become part of the Accreted Value thereof as more fully described herein) until their respective maturity dates or earlier redemption. See “THE SERIES 2007 BONDS – General” herein.

The Series 2007 Bonds are subject to optional redemption, mandatory redemption from amounts on deposit in the Turbo Redemption Account, and mandatory prepayment from amounts on deposit in the Lump Sum Prepayment Account as described herein. The Series 2007 Bonds are also subject to Extraordinary Prepayment upon an Event of Default under the Indenture as described herein. No payments will be made with respect to the Capital Appreciation Bonds before the Series 2007A Bonds and the Series 2007B Bonds are paid or redeemed in full. The Series 2007C Bonds are subordinate to the Series 2007A Bonds and the Series 2007B Bonds. The Owners of the Series 2007C Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007A Bonds, Series 2007B Bonds and any other Bonds senior to the Series 2007C Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default. The Series 2007D Bonds are subordinate to the Series 2007C Bonds. The Owners of the Series 2007D Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007C Bonds and any other Bonds senior to the Series 2007D Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default. The Series 2007E Bonds are subordinate to the Series 2007D Bonds. The Owners of the Series 2007E Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007D Bonds and any other Bonds senior to the Series 2007E Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default. The Series 2007F Bonds are subordinate to the Series 2007E Bonds. The Owners of the Series 2007F Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007E Bonds and any other Bonds senior to the Series 2007F Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default.

The Series 2007E Bonds and the Series 2007F Bonds are being reoffered only to Qualified Institutional Buyers (as described herein). The Series 2007E Bonds and the Series 2007F Bonds are issued and reoffered in the authorized denomination of any integral multiple of \$100,000 and \$250,000, respectively, of Accreted Value at the Maturity Date thereof. See “THE SERIES 2007 BONDS – General” herein. Upon purchase of any of the Series 2007E Bonds, a purchaser will be deemed to have represented, among other things, that it is a Qualified Institutional Buyer and that it has a holding in Series 2007E Bonds in an amount equal to at least \$100,000 in aggregate purchase price. Upon purchase of any of the Series 2007F Bonds, a purchaser will be deemed to have represented, among other things, that it is a Qualified Institutional Buyer and that it has a holding in Series 2007F Bonds in an amount equal to at least \$250,000 in aggregate purchase price. See “RISK FACTORS – Limitation on Transferability” herein.

See Inside Front Cover for Maturity Schedules and Yields

The cover page contains information for quick reference only. It is not a summary of this issue. Investors must read the entire Offering Circular to obtain information essential to making an informed investment decision.

Citi**Bear, Stearns & Co. Inc.****Lehman Brothers Inc.****De La Rosa & Co.**

The Series 2007 Bonds are offered when, as and if issued and accepted by the Underwriters, subject to the approval of validity by Orrick, Herrington & Sutcliffe LLP as Bond Counsel to the Issuer. Certain legal matters with respect to the Issuer, the Corporation and the County will be passed upon by County Counsel. Certain legal matters will be passed upon for the Issuer by Hawkins Delafield & Wood LLP, Los Angeles, California, as Disclosure Counsel to the Issuer, and for the Underwriters by their counsel, Nixon Peabody LLP. It is expected that the Series 2007 Bonds will be available for delivery in book-entry form only through DTC in New York, New York on or about August 16, 2007.

Date: August 3, 2007

\$294,084,291.25
INLAND EMPIRE TOBACCO SECURITIZATION AUTHORITY
Tobacco Settlement Asset-Backed Bonds
(Inland Empire Tobacco Securitization Corporation)
Series 2007

\$87,650,000.00

Series 2007A Turbo Current Interest Bonds^{††}

<u>Maturity</u>	<u>Par</u>	<u>Coupon</u>	<u>Yield</u>	<u>Expected Final Turbo Redemption Date[*]</u>	<u>Expected Average Life[*]</u>	<u>Cusip No.</u>
June 1, 2021	\$55,150,000.00	4.625%	5.100%	June 1, 2017	5.9 years	45734TAA2
June 1, 2021	32,500,000.00	5.000	5.100	June 1, 2017	5.9 years	45734TAB0

\$53,757,702.60

Series 2007B Turbo Convertible Capital Appreciation Bonds^{††}

Due June 1, 2026, Yield of 5.750%
Expected Final Turbo Redemption Date: June 1, 2020^{*}
Expected Average Life: 11.6 years^{*}
Conversion Date: December 1, 2011
CUSIP No. 45734TAC8[‡]

<u>Initial Principal Amount</u>	<u>Accreted Value at Conversion Date</u>	<u>Initial Amount per \$5,000 Accreted Value at Conversion Date</u>
\$53,757,702.60	\$68,565,000.00	\$3,920.20

\$53,541,801.45

Series 2007C-1 Turbo Capital Appreciation Bonds^{††}

Due June 1, 2036, Yield of 6.625%
Expected Final Turbo Redemption Date: June 1, 2026^{*}
Expected Average Life: 15.9 years^{*}
CUSIP No. 45734TAD6[‡]

<u>Initial Principal Amount</u>	<u>Accreted Value at Maturity</u>	<u>Initial Amount per \$5,000 Accreted Value at Maturity</u>
\$53,541,801.45	\$349,695,000.00	\$765.55

\$29,652,581.40

Series 2007C-2 Turbo Capital Appreciation Bonds^{††}

Due June 1, 2047, Yield of 6.750%
Expected Final Turbo Redemption Date: June 1, 2029^{*}
Expected Average Life: 20.6 years^{*}
CUSIP No. 45734TAE4[‡]

<u>Initial Principal Amount</u>	<u>Accreted Value at Maturity</u>	<u>Initial Amount per \$5,000 Accreted Value at Maturity</u>
\$29,652,581.40	\$416,235,000.00	\$356.20

\$23,457,163.80

Series 2007D Turbo Capital Appreciation Bonds^{††}

Due June 1, 2057, Yield of 7.000%
Expected Final Turbo Redemption Date: June 1, 2032^{*}
Expected Average Life: 23.5 years^{*}
CUSIP No. 45734TAF1[‡]

<u>Initial Principal Amount</u>	<u>Accreted Value at Maturity</u>	<u>Initial Amount per \$5,000 Accreted Value at Maturity</u>
\$23,457,163.80	\$721,315,000.00	\$162.60

\$18,948,552.00

Series 2007E Turbo Capital Appreciation Bonds^{††}

Due June 1, 2057^{*}, Yield of 7.625%
Expected Final Turbo Redemption Date: June 1, 2035^{*}
Expected Average Life: 26.5 years^{*}
CUSIP No. 45734TAG9[‡]

<u>Initial Principal Amount</u>	<u>Accreted Value at Maturity</u>	<u>Initial Amount per \$100,000 Accreted Value at Maturity</u>
\$18,948,552.00	\$786,900,000.00	\$2,408.00

\$27,076,490.00
Series 2007F Turbo Capital Appreciation Bonds^{††}
 Due June 1, 2057, Yield of 8.000%
 Expected Final Turbo Redemption Date: June 1, 2042*
 Expected Average Life: 31.3 years*
 CUSIP No. 45734TAH7[‡]

Initial Principal Amount	Accreted Value at Maturity	Initial Amount per \$250,000 Accreted Value at Maturity
\$27,076,490.00	\$1,345,750,000.00	\$5,030.00

* Assumes Turbo Redemption payments are made in accordance with the Global Insight Base Case Forecast and Structuring Assumptions described in this Offering Circular. See "METHODOLOGY AND BOND STRUCTURING ASSUMPTIONS" herein. No assurance can be given that these structuring assumptions will be realized.

‡ Copyright 2007, American Bankers Association. CUSIP data herein are provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. The CUSIP numbers listed above are being provided solely for the convenience of Bondholders only at the time of issuance of the Series 2007 Bonds and the Issuer, the Corporation, the County and the Underwriters do not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2007 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2007 Bonds.

†† The Series 2007C Bonds are subordinate to the Series 2007A Bonds and the Series 2007B Bonds. The Owners of the Series 2007C Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007A Bonds, Series 2007B Bonds and any other Bonds senior to the Series 2007C Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default. The Series 2007D Bonds are subordinate to the Series 2007C Bonds. The Owners of the Series 2007D Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007C Bonds and any other Bonds senior to the Series 2007D Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default. The Series 2007E Bonds are subordinate to the Series 2007D Bonds. The Owners of the Series 2007E Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007D Bonds and any other Bonds senior to the Series 2007E Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default. The Series 2007F Bonds are subordinate to the Series 2007E Bonds. The Owners of the Series 2007F Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007E Bonds and any other Bonds senior to the Series 2007F Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default.

THE UNDERWRITERS MAY ENGAGE IN TRANSACTIONS THAT STABILIZE OR MAINTAIN THE PRICE OF THE SECURITIES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, OR OTHERWISE AFFECT THE PRICE OF THE SECURITIES OFFERED HEREBY, INCLUDING OVER-ALLOTMENT AND STABILIZING TRANSACTIONS. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON IS AUTHORIZED IN CONNECTION WITH ANY OFFERING MADE HEREBY TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION OTHER THAN AS CONTAINED HEREIN, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE ISSUER, THE CORPORATION, THE COUNTY OR THE UNDERWRITERS. THIS OFFERING CIRCULAR DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, ANY OF THE SECURITIES OFFERED HEREBY BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH AN OFFER OR SOLICITATION.

THERE CAN BE NO ASSURANCE THAT A SECONDARY MARKET FOR THE SERIES 2007 BONDS WILL DEVELOP, OR IF ONE DEVELOPS, THAT IT WILL PROVIDE BONDHOLDERS WITH LIQUIDITY OR THAT IT WILL CONTINUE FOR THE LIFE OF THE SERIES 2007 BONDS.

This Offering Circular contains information furnished by the Issuer, the Corporation, Global Insight and other sources, all of which are believed to be reliable. Information concerning the tobacco industry and participants therein has been obtained from certain publicly available information provided by certain participants and certain other sources (see "CERTAIN INFORMATION RELATING TO THE TOBACCO INDUSTRY"). The participants in such industry have not provided any information to the Issuer, the Corporation or the County for use in connection with this offering. In certain cases, tobacco industry information provided herein (such as market share data) may be derived from sources which are inconsistent or in conflict with each other. The Issuer and the Corporation have no independent knowledge of any facts indicating that the information under the captions "CERTAIN INFORMATION RELATING TO THE TOBACCO INDUSTRY" herein is inaccurate in any material respect, but the Issuer and the Corporation have not independently verified this information and cannot and do not warrant the accuracy or completeness of this information. The information contained under the caption "GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT" and "GLOBAL INSIGHT POPULATION REPORT" and in the Global Insight Cigarette Consumption Report attached as Appendix A and the Global Insight Population Report attached as Appendix B hereto have been included in reliance upon Global Insight as an expert in econometric and population forecasting and have not been independently verified for accuracy or appropriateness of assumptions, although the Issuer and the Corporation have no independent knowledge that the information is not materially accurate and complete.

The information and expressions of opinion contained herein are subject to change without notice and neither the delivery of this Offering Circular nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer, the Corporation or the County or the matters covered by the reports of Global Insight included as Appendix A and Appendix B to, or under the caption "CERTAIN INFORMATION RELATING TO THE TOBACCO INDUSTRY" in, this Offering Circular, since the date hereof or that the information contained herein is correct as of any date subsequent to the date hereof. Such information and expressions of opinion are made for the purpose of providing information to prospective investors and are not to be used for any other purpose or relied on by any other party. With respect to certain matters relating to the Series 2007 Bonds, the Issuer has undertaken to provide updates to investors through certain information repositories. See "CONTINUING DISCLOSURE UNDERTAKING" herein.

This Offering Circular contains forecasts, projections and estimates that are based on current expectations or assumptions. In light of the important factors that may materially affect the amount of Revenues (see "RISK FACTORS," "LEGAL CONSIDERATIONS," "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT," "THE CALIFORNIA CONSENT DECREE, THE MOU, THE ARIMOU AND THE CALIFORNIA ESCROW AGREEMENT," "GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT" and "GLOBAL INSIGHT POPULATION REPORT" herein), the inclusion in this Offering Circular of such forecasts, projections and estimates should not be regarded as a representation by the Issuer, the Corporation, the County, Global Insight or the Underwriters that the results of such forecasts, projections and estimates will occur. Such forecasts, projections and estimates are not intended as representations of fact or guarantees of results.

If and when included in this Offering Circular, the words "expects," "forecasts," "projects," "intends," "anticipates," "estimates," "assumes" and analogous expressions are intended to identify forward-looking statements and any such statements inherently are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those that have been projected. Such risks and uncertainties include, among others, general economic and business conditions, changes in political, social and economic conditions, regulatory initiatives and compliance with governmental regulations, litigation and various other events, conditions and circumstances, many of which are beyond the control of the Issuer, the Corporation and the County. These forward-looking statements speak only as of the date of this Offering Circular. The Issuer, the Corporation and the County disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any changes in the Issuer's, the Corporation's or the County's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

THE SERIES 2007 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING PASSED UPON THE ACCURACY OR THE ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Underwriters have provided the following sentence for inclusion in this Offering Circular: The Underwriters have reviewed the information in this Offering Circular in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

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SUMMARY STATEMENT

This Summary Statement is subject in all respects to more complete information contained in this Offering Circular and should not be considered a complete statement of the facts material to making an investment decision. The offering of the Series 2007 Bonds to potential investors is made only by means of the entire Offering Circular. Capitalized terms used in this Summary Statement and not otherwise defined shall have the meanings given such terms in the Indenture or the Purchase and Sale Agreement, as applicable. See Appendix F – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Definitions” attached hereto.

Overview Inland Empire Tobacco Securitization Authority (the “Issuer”) is issuing its Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation) Series 2007 (the “**Series 2007 Bonds**”), consisting of the Series 2007A Turbo Current Interest Bonds (the “**Series 2007A Bonds**”), the Series 2007B Turbo Convertible Capital Appreciation Bonds (the “**Series 2007B Bonds**” or the “**Convertible Bonds**”), the Series 2007C Turbo Capital Appreciation Bonds, consisting of the Series 2007C-1 Turbo Capital Appreciation Bonds (the “**Series 2007C-1 Bonds**”) and the Series 2007C-2 Turbo Capital Appreciation Bonds (the “**Series 2007C-2 Bonds**”, and together with the Series 2007C-1 Bonds, the “**Series 2007C Bonds**”), the Series 2007D Turbo Capital Appreciation Bonds (the “**Series 2007D Bonds**”) the Series 2007E Turbo Capital Appreciation Bonds (the “**Series 2007E Bonds**”) and the Series 2007F Turbo Capital Appreciation Bonds (the “**Series 2007F Bonds**” and, together with the Series 2007C Bonds, the Series 2007D Bonds and the Series 2007E Bonds, the “**Capital Appreciation Bonds**”), to fund the Issuer’s loan to the Inland Empire Tobacco Securitization Corporation, a California nonprofit public benefit corporation (the “**Corporation**”), pursuant to a Secured Loan Agreement, dated as of August 1, 2007 (the “**Loan Agreement**”), between the Issuer and the Corporation. The Series 2007 Bonds will be issued pursuant to an Indenture, as supplemented by a Series Supplement, each dated as of August 1, 2007 (collectively, the “**Indenture**”), between the Issuer and Wells Fargo Bank, National Association, as indenture trustee (the “**Indenture Trustee**”). The Corporation will use the proceeds of the loan from the Issuer to acquire the Sold County Tobacco Assets (herein defined) pursuant to the Purchase and Sale Agreement (herein defined) as further described herein.

The Series 2007 Bonds are primarily secured by a portion of tobacco settlement revenues (“**TSRs**”) required to be paid to the State of California (the “**State**”) under the Master Settlement Agreement (the “**MSA**”) entered into by participating cigarette manufacturers, 46 states, including the State, and six other U.S. jurisdictions, in November 1998 in settlement of certain cigarette smoking-related litigation and made payable to the County of Riverside, California (the “**County**”) pursuant to agreements with the State and other parties. See “SECURITY FOR THE SERIES 2007 BONDS” herein. The County will sell to the Corporation a portion of its right, title and interest in, to and under the MSA and the Memorandum of Understanding (the “**MOU**”), as agreed to by the State and the Participating Jurisdictions (described below), as provided in the Agreement Regarding Interpretation of Memorandum of Understanding (the “**ARIMOU**”) and the Consent Decree (as defined herein), including the County’s Annual Payments (as defined herein) and Strategic Contribution Payments (as defined herein) (all such

payments to the County are collectively referred to as the “**County Tobacco Assets**”) pursuant to a Purchase and Sale Agreement dated as of August 1, 2007, between the County and the Corporation (the “**Purchase and Sale Agreement**”). The portion of the County Tobacco Assets to be sold pursuant to the Purchase and Sale Agreement is referred to herein as the “**Sold County Tobacco Assets**” and the remainder of the County Tobacco Assets is referred to herein as the “**Unsold County Tobacco Assets**”.

The Sold County Tobacco Assets consist of (i) the County Tobacco Assets to the extent consisting of or relating to amounts due to the County after the first \$10,000,000 has been paid to the County in each year beginning on January 1, 2008 and ending on December 31, 2020 (the “**2008-2020 Sold Tobacco Assets**”); (ii) the County Tobacco Assets to the extent consisting of or relating to amounts due to the County after the first \$11,537,208 has been paid to the County in each year beginning on January 1, 2021 and ending on December 31, 2026 (the “**2021-2026 Sold Tobacco Assets**”); (iii) the County Tobacco Assets to the extent consisting of or relating to amounts due to the County from and after January 1, 2027 (the “**Post 2026 Sold Tobacco Assets**”); and (iv) the County Tobacco Assets to the extent consisting of or relating to the applicable percentage (shown in the definition of “Pre-2027 Lump Sum Sold Tobacco Assets” in Appendix F – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – DEFINITIONS”) on a pari passu pro rata basis of any Lump Sum Payments made during the period from and after the dated date of the Series 2007 Bonds and before January 1, 2027 (the “**Pre-2027 Lump Sum Sold Tobacco Assets**”).

The Corporation will finance the purchase of the Sold County Tobacco Assets by means of a loan from the Issuer of a portion of the proceeds of the Series 2007 Bonds.

The Bondholders will have no interest in or to the Unsold County Tobacco Assets. The right of the Bondholders to receive payments on their Series 2007 Bonds from the Sold County Tobacco Assets consisting of Pre-2027 Lump Sum Sold Tobacco Assets is equal to and on a parity with, and is not inferior or superior to, the right of the County to receive the Unsold County Tobacco Assets consisting of Lump Sum Payments prior to January 1, 2027.

The Revenues (herein defined) derived from the Sold County Tobacco Assets commencing on the date of delivery of the Series 2007 Bonds will be deposited with the Indenture Trustee. See “SECURITY FOR THE SERIES 2007 BONDS” herein.

The Issuer

The Issuer is a public entity created by a Joint Exercise of Powers Agreement, dated as of July 18, 2007, between the County and County of San Bernardino, California (each, a “**Local Agency**”). The Issuer is a separate entity from its Local Agencies, and its debts, liabilities and obligations do not constitute debts, liabilities or obligations of the Local Agencies.

The Corporation.....

The Corporation is a special purpose nonprofit public benefit corporation organized under the California Nonprofit Public Benefit Corporation Law.

The County The County of Riverside is a political subdivision in the State of California and is a separate entity from the Issuer and the Corporation.

Securities Offered The Series 2007 Bonds consist of the Series 2007A Bonds, the Series 2007B Bonds, the Series 2007C Bonds, the Series 2007D Bonds, the Series 2007E Bonds and the Series 2007F. It is expected that the Series 2007 Bonds will be delivered in book-entry form through the facilities of The Depository Trust Company, New York, New York (“DTC”), on or about August 16, 2007 (the “Closing Date”). Beneficial owners of the Series 2007 Bonds will not receive physical delivery of bond certificates. See Appendix G – “BOOK-ENTRY ONLY SYSTEM” attached hereto. The Series 2007A Bonds will be issued in the principal amounts set forth on the inside cover to this Offering Circular. The Series 2007B Bonds, the Series 2007C Bonds, the Series 2007D Bonds, the Series 2007E Bonds and the Series 2007F Bonds will be issued in the initial principal amounts and with the Accreted Values at maturity (or at the Conversion Date thereof, with respect to the Series 2007B Bonds) as set forth on the inside cover to this Offering Circular. The Series 2007A Bonds will be issued in the authorized denomination of \$5,000 or any integral multiple thereof. The Series 2007B Bonds will be issued in denominations such that the Accreted Values thereof at the Conversion Date are in the denomination of \$5,000 or any integral multiple thereof. The Series 2007C Bonds and the Series 2007D Bonds will be issued in denominations such that the Accreted Values thereof at the Maturity Date are in the denomination of \$5,000 or any integral multiple thereof. The Series 2007E Bonds will be issued in denominations such that the Accreted Values thereof at the Maturity Date are in the denomination of \$100,000 or any integral multiple thereof and the Series 2007F Bonds will be issued in denominations such that the Accreted Values thereof at the Maturity Date are in the denomination of \$250,000 or any integral multiple thereof.

Subordination of the Capital
Appreciation Bonds No payments will be made with respect to the Capital Appreciation Bonds before the Series 2007A Bonds and the Series 2007B Bonds are paid or redeemed in full.

The Series 2007C Bonds are subordinate to the Series 2007A Bonds and the Series 2007B Bonds. The Owners of the Series 2007C Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007A Bonds, Series 2007B Bonds and any other Bonds senior to the Series 2007C Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default.

The Series 2007D Bonds are subordinate to the Series 2007C Bonds. The Owners of the Series 2007D Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007C Bonds and any other Bonds senior to the Series 2007D Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default.

The Series 2007E Bonds are subordinate to the Series 2007D Bonds. The Owners of the Series 2007E Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007D Bonds and any other Bonds senior to the Series 2007E Bonds issued under the Indenture have been fully paid, regardless of the

occurrence of an Event of Default.

The Series 2007F Bonds are subordinate to the Series 2007E Bonds. The Owners of the Series 2007F Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007E Bonds and any other Bonds senior to the Series 2007F Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default.

Limitation on Transferability.....

The Series 2007E Bonds and the Series 2007F Bonds (each Bond from any of these Series are referred to as a “**Restricted Bond**”) are being reoffered only to “**Qualified Institutional Buyers**” as such term is defined in Rule 144A under the Securities Act of 1933. Upon purchase of a Restricted Bond, a purchaser will be deemed to have (1) represented that it is a Qualified Institutional Buyer and that it is acquiring such Restricted Bond for its own account or for the account of a Qualified Institutional Buyer; (2) represented that as of the date of its purchase of such Restricted Bond it has a holding of Series 2007E Bonds in an amount equal to at least \$100,000 in aggregate purchase price or that it has a holding of Series 2007F Bonds in an amount equal to at least \$250,000 in aggregate purchase price; (3) agreed that any purchase of a Restricted Bond that does not comport with such representations in (1) and (2) above will deprive the Holder of any right to enforce the provisions of the Indenture; and (4) agreed that it would only offer, resell, pledge or otherwise transfer such Restricted Bond to a Qualified Institutional Buyer and inform subsequent purchasers of these resale restrictions applicable to the Restricted Bonds. See “RISK FACTORS – Limitation on Transferability” herein and Appendix F – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” attached hereto.

Collateral

The Series 2007 Bonds will be secured by the Issuer’s rights under the Loan Agreement, including the right to receive Loan Payments, certain moneys and investments held under the Indenture, the Corporation Tobacco Assets (as defined below) and such other assets and property as are described in the Indenture (as further described herein, the “**Collateral**”).

Pursuant to the Loan Agreement, the Corporation has granted to the Issuer a security interest in all right, title and interest of the Corporation in, to and under the following property, whether now owned or hereafter acquired: (a) the Sold County Tobacco Assets purchased from the County, (b) to the extent permitted by law (as to which no representation is made by the Corporation), corresponding present or future rights, if any, of the Corporation to enforce or cause the enforcement of payment of Sold County Tobacco Assets pursuant to the MOU and the ARIMOU, (c) corresponding rights of the Corporation under the Purchase and Sale Agreement, and (d) all proceeds of any and all of the foregoing (collectively, the “**Corporation Tobacco Assets**”).

The Bondholders will have no interest in or to the Unsold County Tobacco Assets. The right of the Bondholders to receive payments on their Series 2007 Bonds from the Sold County Tobacco Assets consisting of Pre-2027 Lump Sum Sold Tobacco Assets is equal to and on a parity with, and is not inferior or superior to, the right of the County to receive the Unsold County Tobacco Assets consisting of

Lump Sum Payments prior to January 1, 2027.

The Revenues derived from the Sold County Tobacco Assets commencing on the date of delivery of the Series 2007 Bonds will be deposited with the Indenture Trustee. See “SECURITY FOR THE SERIES 2007 BONDS” herein.

Master Settlement Agreement

The MSA was entered into on November 23, 1998 among the attorneys general of the 46 states (including the State), Puerto Rico, Guam, U.S. Virgin Islands, the District of Columbia, American Samoa and the Commonwealth of the Northern Mariana Islands (collectively, the “**Settling States**”) and the then four largest United States tobacco manufacturers: Philip Morris Incorporated (“**Philip Morris**”), R.J. Reynolds Tobacco Company (“**Reynolds Tobacco**”), Brown & Williamson Tobacco Corporation (“**B&W**”) and Lorillard Tobacco Company (“**Lorillard**”) (collectively, the “**Original Participating Manufacturers**” or “**OPMs**”). On January 5, 2004, Reynolds American Inc. (“**Reynolds American**”) was incorporated as a holding company to facilitate the combination of the U.S. assets, liabilities and operations of B&W with those of Reynolds Tobacco. References herein to the Original Participating Manufacturers or OPMs means, for the period prior to June 30, 2004, collectively, Philip Morris, Reynolds Tobacco, B&W and Lorillard and for the period on and after June 30, 2004, collectively, Philip Morris, Reynolds American and Lorillard. The MSA resolved cigarette smoking-related litigation between the Settling States and the OPMs and released the OPMs from past and present smoking-related claims by the Settling States, and provides for a continuing release of future smoking-related claims, in exchange for certain payments to be made to the Settling States (including Initial Payments, Annual Payments and Strategic Contribution Fund Payments, each as defined herein), and the imposition of certain tobacco advertising and marketing restrictions, among other things.

The County, the Corporation and the Issuer are not parties to the MSA.

The MSA is an industry-wide settlement of litigation between the Settling States and the Participating Manufacturers (as such term is defined below). The MSA permits tobacco companies other than the OPMs to become parties to the MSA. Tobacco companies other than OPMs that become parties to the MSA are referred to herein as “**Subsequent Participating Manufacturers**” or “**SPMs**,” and the SPMs, together with the OPMs, are referred to herein as the “**Participating Manufacturers**” or “**PMs**”. Tobacco companies that do not become parties to the MSA are referred to herein as “**Non-Participating Manufacturers**” or “**NPMs**”.

California Consent Decree, the MOU, the ARIMOU and the California Escrow Agreement

On December 9, 1998, the Consent Decree and Final Judgment was entered in the Superior Court of the State of California for San Diego County (the “**Decree**”), which governs the class action portion of the State’s lawsuit against the tobacco companies. The Decree, which is final and non-appealable, settled the class action litigation brought by the State against the OPMs and resulted in the achievement of California State-Specific Finality under the MSA. See “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – State-Specific Finality and Final Approval” herein.

Prior to the entering of the Decree, the plaintiffs of certain pending cases agreed, among other things, to coordinate their pending cases and to allocate certain portions of the recovery among the State, its 58 counties, the Cities of San Jose, Los Angeles and San Diego and the City and County of San Francisco (collectively, the “Participating Jurisdictions”) (the City and County of San Francisco is allocated a share both as a county and as one of the four cities). This agreement was memorialized in the MOU by and among counsel representing the State and a number of the Participating Jurisdictions. Upon satisfying certain conditions set forth in the MOU and the ARIMOU, the Participating Jurisdictions are deemed to be “eligible” to receive a share of the Initial Payments, Annual Payments and Strategic Contribution Payments to which the State is entitled under the MSA. All of the Participating Jurisdictions under the MOU and the ARIMOU, including the County, have satisfied the conditions of the MOU and the ARIMOU and are eligible to receive their portion of the Initial Payments, Annual Payments and Strategic Contribution Payments to which the State is entitled under the MSA.

Under the MOU, 45% of the State’s allocation of TSRs under the MSA is allocated to the Participating Jurisdictions that represent the 58 counties and 5% to the four cities that are Participating Jurisdictions (1.25% each), with the remaining 50% being retained by the State. The 45% share of the TSRs allocated to the Participating Jurisdictions that are counties is allocated among the counties based on population, on a per capita basis as reported in the 1990 Official United States Decennial Census, as adjusted by the 2000 Official United States Decennial Census. Pursuant to the proportional allocable share provided in the MOU and the ARIMOU, the County is currently entitled to receive 2.053116% of the total statewide share of the TSRs (based on adjustments made to reflect the 2000 Official United States Decennial Census.) This percentage is subject to adjustments for population changes every ten years based on the United States Decennial Census as described herein. The TSRs are subject to several adjustments as described herein. See “THE CALIFORNIA CONSENT DECREE, THE MOU, THE ARIMOU AND THE CALIFORNIA ESCROW AGREEMENT” and “GLOBAL INSIGHT POPULATION REPORT” herein.

To set forth the understanding of the interpretation to be given to the terms of the MOU and to establish procedures for the resolution of any future disputes that may arise regarding the interpretation of the MOU among the State and the Participating Jurisdictions, the parties entered into the ARIMOU.

Under the MSA, the State’s portion of the TSRs is deposited into the California State-Specific Account held by Citibank N.A., as the escrow agent appointed pursuant to the MSA (the “**MSA Escrow Agent**”). Pursuant to the terms of the MOU, the ARIMOU and an Escrow Agreement dated April 12, 2000, as amended by the first amendment to escrow agreement, dated July 19, 2001 (the “**California Escrow Agreement**”), between the State and Citibank, N.A., as California Escrow Agent (the “**California Escrow Agent**”), the State has instructed the MSA Escrow Agent to transfer (upon receipt thereof) all amounts in the California State-Specific Account to the California Escrow Agent. The California Escrow Agent is required to deposit the State’s 50% share of the TSRs in an account for the benefit of the State,

and the remaining 50% of the TSRs into separate sub-accounts within an account held for the benefit of the Participating Jurisdictions (the “**California Local Government Escrow Account**”). In connection with the Series 2007 Bonds, the California Escrow Agent will be irrevocably instructed to disburse the 2008-2020 Sold Tobacco Assets, the 2021-2026 Sold Tobacco Assets and the Post-2026 Sold Tobacco Assets from the California Local Government Escrow Account directly to the Indenture Trustee. The County will transfer the Pre-2027 Lump Sum Sold Tobacco Assets to the Indenture Trustee. The MOU provides that the distribution of tobacco-related recoveries is not subject to alteration by legislative, judicial or executive action at any level, and if an alteration were to occur and survive legal challenge, any modification would be borne proportionally by the State and the Participating Jurisdictions. See “THE CALIFORNIA CONSENT DECREE, THE MOU, THE ARIMOU AND THE CALIFORNIA ESCROW AGREEMENT” herein.

Litigation Regarding MSA and Related Statutes

Numerous lawsuits have been filed challenging the MSA and related statutes, including two cases (*Grand River* and *Freedom Holdings*, discussed in “RISK FACTORS” herein), that are pending in the United States District Court for the Southern District of New York. The plaintiffs in both cases seek, *inter alia*, a determination that state statutes enacted pursuant to the MSA conflict with and are preempted by the federal antitrust laws. The plaintiffs in the *Grand River* case also seek a determination that state statutes enacted pursuant to the MSA violate the Commerce Clause of the United States Constitution. A determination that the MSA or state legislation enacted pursuant to the MSA is void or unenforceable would have a materially adverse effect on the payments by PMs under the MSA and the amount or the timing of receipt of Revenues available to the Issuer to pay the principal or Accreted Value of the Series 2007 Bonds and redeem the Series 2007 Bonds prior to their stated maturity dates, could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds and, in certain circumstances, could lead to a complete loss of a Bondholder’s investment. See “RISK FACTORS” and “LEGAL CONSIDERATIONS” herein.

Payments Pursuant to the MSA

Under the MSA, the OPMs are required to make the following payments to the Settling States: (i) five initial payments, all of which have been paid (the “**Initial Payments**”), (ii) annual payments (the “**Annual Payments**”), which are required to be made annually on each April 15, having commenced April 15, 2000 and continuing in perpetuity in the base amounts set forth below (subject to adjustment as described herein):

Year	Base Amount*	Year	Base Amount*
2000	\$4,500,000,000	2010	\$8,139,000,000
2001	5,000,000,000	2011	8,139,000,000
2002	6,500,000,000	2012	8,139,000,000
2003	6,500,000,000	2013	8,139,000,000
2004	8,000,000,000	2014	8,139,000,000
2005	8,000,000,000	2015	8,139,000,000
2006	8,000,000,000	2016	8,139,000,000
2007	8,000,000,000	2017	8,139,000,000
2008	8,139,000,000	Thereafter	9,000,000,000
2009	8,139,000,000		

and (iii) ten annual payments in the amount of \$861 million (the “**Strategic Contribution Payments**”), each of which is subject to adjustment and required to be made on each April 15, commencing April 15, 2008 and ending April 15, 2017.

Final Approval of the MSA occurred on November 12, 1999. Upon Final Approval, the MSA Escrow Agent distributed the up-front Initial Payment, and since then has distributed the subsequent Initial Payments and the Annual Payments due on or before April 15, 2007 to the Settling States that achieved State-Specific Finality. See “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Annual Payments” herein.

Under the MSA, the State is entitled to 12.7639554% of the Annual Payments and 5.1730408% of the Strategic Contribution Payments made by PMs under the MSA and distributed through the National Escrow Agreement, entered into on December 23, 1998, among the Settling States, the OPMs and the MSA Escrow Agent. By operation of the MOU and the ARIMOU, however, the State has allocated 50% of such payments to the Participating Jurisdictions, including the County, and retained only the remaining 50%.

Under the MSA, each OPM is required to pay an allocable portion of each Annual Payment and each Strategic Contribution Payment based on its respective market share of the United States cigarette market during the preceding calendar year, in each case, subject to certain adjustments as described herein. Each SPM has Annual Payment and Strategic Contribution Payment obligations under the MSA (separate from the payment obligations of the OPMs) according to its market share, but only if its market share exceeds the higher of its 1998 market share or 125% of its 1997 market share. The payment obligations under the MSA follow tobacco product brands if they are transferred by any of the PMs. Payments by the PMs under the MSA are required to be made to the MSA Escrow Agent, which is required pursuant to the instructions of the MSA Escrow Agreement to remit an allocable share of such payments to the parties entitled thereto.

Under the MSA, the Annual Payments and the Strategic Contribution

* As described herein, the base amounts of Annual Payments are subject to various adjustments that have resulted in reduced Annual Payments in certain prior years. See “RISK FACTORS – Decline in Cigarette Consumption Materially Beyond Forecasted Levels May Adversely Affect Payments,” “– Other Potential Payment Decreases Under the Terms of the MSA,” and “SUMMARY OF MASTER SETTLEMENT AGREEMENT – Annual Payments” herein.

Payments due are subject to numerous adjustments, some of which are material. Such adjustments include, among others, reductions for decreased domestic cigarette shipments, reductions to account for those states that settle or have settled their claims against the PMs independently of the MSA, and increases related to inflation in an amount of not less than 3% per year in the case of the Annual Payments and Strategic Contribution Payments. The portion of the TSRs that constitute Sold County Tobacco Assets is further subject to reductions or increases to account for changes in the relative population of the County. See “RISK FACTORS – Potential Payment Adjustments for Population Changes Under the MOU and the ARIMOU” herein.

Flow of TSR Payments.....

Upon the sale of the Sold County Tobacco Assets to the Corporation, the Sold County Tobacco Assets will constitute Corporation Tobacco Assets and the California Escrow Agent will be irrevocably instructed by the County to disburse the 2008-2020 Sold Tobacco Assets, the 2021-2026 Sold Tobacco Assets and the Post-2026 Sold Tobacco Assets from the California Local Government Escrow Account directly to the Indenture Trustee for the Series 2007 Bonds. The County will deposit any Pre-2027 Lump Sum Sold Tobacco Assets with the Indenture Trustee. The Revenues derived from the Sold County Tobacco Assets commencing the date of delivery of the Series 2007 Bonds will be deposited with the Indenture Trustee.

See “THE CALIFORNIA CONSENT DECREE, THE MOU, THE ARIMOU AND THE CALIFORNIA ESCROW AGREEMENT – Flow of Funds and California Escrow Agreement” herein.

Industry Overview

The three OPMs, Philip Morris, Reynolds American and Lorillard, are the largest manufacturers of cigarettes in the United States (based on 2006 domestic market share). According to Loews Corporation, the parent of Lorillard, the OPMs accounted for approximately 86.9%* of the United States domestic cigarette market in the first nine months of 2006 based on shipments. The market for cigarettes is highly competitive, and is characterized by brand recognition and loyalty. See “CERTAIN INFORMATION RELATING TO THE TOBACCO INDUSTRY” herein.

Cigarette Consumption

As described in the Global Insight Cigarette Consumption Report referred to below, domestic cigarette consumption grew dramatically in the 20th century, reaching a peak of 640 billion cigarettes in 1981. Consumption declined in the 1980’s and 1990’s, reaching a level of 465 billion cigarettes in 1998, and are forecasted to be 373 billion cigarettes in 2006. For 2006, industry shipments of 372.5 billion cigarettes were 2.4% less than the 381.7 billion now reported for 2005. A number of factors affect consumption, including, but not limited to, pricing,

* Market share information for the OPMs based on domestic industry shipments or sales may be materially different from Relative Market Share for purposes of the MSA and the respective obligations of the OPMs to contribute to Annual Payments and Strategic Contribution Fund Payments. See “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Annual Payments” and “ – Strategic Contribution Fund Payments” herein. Additionally, aggregate market share information as reported by the Loews Corporation is different from that utilized in the bond structuring assumptions and may differ from the market share information reported by the OPMs for purposes of their filings with the SEC. See “METHODOLOGY AND BOND STRUCTURING ASSUMPTIONS” and “CERTAIN INFORMATION RELATING TO THE TOBACCO INDUSTRY” herein. The aggregate market share information used in the Collection Methodology and Assumptions may differ materially from the market share information used by MSA Auditor in calculating adjustments to Annual Payments and Strategic Contribution Payments. See “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Adjustments to Payments” herein.

industry advertising, expenditures, health warnings, restrictions on smoking in public places, nicotine dependence, youth consumption, general population trends and disposable income. See “GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT” herein and Appendix A – “GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT” attached hereto.

Cigarette Consumption Report

Global Insight (USA), Inc. (“**Global Insight**”), an international econometric and consulting firm, has been retained on behalf of the Issuer to forecast cigarette consumption in the United States from 2007 through 2057. Global Insight’s report, entitled “A Forecast of U.S. Cigarette Consumption (2007-2057) for Inland Empire Tobacco Securitization Authority” dated August 3, 2007 (the “**Global Insight Cigarette Consumption Report**”), is attached hereto as Appendix A and should be read in its entirety for an understanding of the assumptions on which it is based and the conclusions contained therein. The Global Insight Cigarette Consumption Report is subject to certain disclaimers and qualifications as described therein.

Global Insight considered the impact of demographics, cigarette prices, disposable income, employment and unemployment, industry advertising expenditures, the future effects of the incidence of smoking among underage youth and qualitative variables that captured the impact of anti-smoking regulations, legislation and health warnings. Global Insight found the following variables to be effective in building an empirical model of adult per capita cigarette consumption: real cigarette prices, real per capita disposable personal income, the impact of restrictions on smoking in public places and the trend over time in individual behavior and preferences. Using data from 1965 to 2003 and an analysis of the variables, Global Insight constructed an empirical model of adult per capita cigarette consumption (“**CPC**”) for the United States. Using standard multivariate regression analysis to determine the relationship between such variables and CPC along with Global Insight’s standard adult population growth statistics and adjustments for non-adult smoking, Global Insight projected adult cigarette consumption through 2057.

While the Global Insight Cigarette Consumption Report is based on United States cigarette consumption, MSA Payments are computed based in part on shipments in or to the fifty United States, the District of Columbia and Puerto Rico. The Global Insight Cigarette Consumption Report states that the quantities of cigarettes shipped and cigarettes consumed within the United States may not match at any given point in time as a result of various factors, such as inventory adjustments, but are substantially the same when compared over a period of time. See “GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT” herein and Appendix A – “GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT” attached hereto. The projections and forecasts regarding future cigarette consumption included in the Global Insight Cigarette Consumption Report are estimates which have been prepared on the basis of certain assumptions and hypotheses. No representation or warranty of any kind is or can be made with respect to the accuracy or completeness of, and no representation or warranty should be inferred from, these projections and forecasts. Actual cigarette consumption will differ from projected cigarette consumption.

Global Insight Population Report

Global Insight has also prepared a report entitled “A Forecast of Population (2000-2050) for Counties in California including the County of Riverside” for the Inland Empire Tobacco Securitization Authority dated August 3, 2007 (the “**Global Insight Population Report**”). The Global Insight Population Report is attached hereto as Appendix B and should be read in its entirety for an understanding of the assumptions on which it is based and the conclusions contained therein. The Global Insight Population Report is subject to certain disclaimers and qualifications as described therein.

The Global Insight Population Report forecasts the percentage of total residents in the State who will reside in the County at the time of each Decennial Census from 2000 through 2050. Global Insight found the following variables to be relevant in building an empirical model of California population through 2050 by county and share of the total population: births, deaths, and migration (international, domestic and county to county). The projections and forecasts are based on assumptions regarding the future paths of these factors, as further described in the Global Insight Population Report. See “GLOBAL INSIGHT POPULATION REPORT” herein. The projections and forecasts regarding population included in the Global Insight Population Report are estimates which have been prepared on the basis of certain assumptions and hypotheses. No representation or warranty of any kind is or can be made with respect to the accuracy or completeness of, and no representation or warranty should be inferred from, these projections and forecasts. Actual statewide and countywide populations will differ from those projected.

Use of Proceeds

The proceeds of the Series 2007 Bonds will be loaned by the Issuer to the Corporation pursuant to a Loan Agreement. The Corporation will apply the loan proceeds to (i) purchase the Sold County Tobacco Assets, (ii) fund the Debt Service Reserve Account for the Series 2007A Bonds and the Series 2007B Bonds, (iii) fund the Operating Account for the Series 2007 Bonds, and (iv) fund capitalized interest on the Series 2007A Bonds through December 1, 2007 and (v) pay the costs of issuance incurred in connection with the issuance of the Series 2007 Bonds.

Interest

Interest shall be calculated on the basis of a year of 360 days and twelve 30-day months. Interest on the Series 2007A Bonds is payable on June 1 and December 1 of each year (each a “**Distribution Date**”), commencing on December 1, 2007. Prior to the Conversion Date, the Series 2007B Bonds shall accrue interest from their date of delivery, which interest shall be compounded on the first Distribution Date following the issuance of the Series 2007B Bonds and thereafter semiannually on the Distribution Dates in each year. On and after the applicable Conversion Date, such Convertible Bonds shall become Current Interest Bonds with interest thereon payable on each Distribution Date following such Conversion Date. Interest on the Capital Appreciation Bonds is not paid currently, but is compounded on each Distribution Date (to become part of the Accreted Value thereof as more fully described herein) until their respective maturity dates or earlier redemption. See Appendix H – “Tables of Accreted Values” attached hereto. Failure to pay current interest on any Series 2007 Bonds when due will constitute an Event of Default under the Indenture.

Principal or Accreted Value.....

The principal or Accreted Value of a Series 2007 Bond must be paid by the stated maturity date thereof (each a “**Maturity Date**”). The ratings of the rated Series 2007 Bonds only address the assessment by Fitch Ratings of the ability of the Issuer to pay the principal or Accreted Value of such Series 2007 Bonds on their respective Maturity Dates and do not address payment at any earlier time, whether from Turbo Redemptions (herein defined) or otherwise. See “RATINGS” herein. A failure by the Issuer to pay the principal or Accreted Value of a Series 2007 Bond when due, whether at maturity or upon prior redemption, will constitute an Event of Default under the Indenture.

Turbo Redemption.....

The Series 2007 Bonds are subject to mandatory redemption, in whole or in part, prior to their stated maturity dates from amounts on deposit in the Turbo Redemption Account on each Distribution Date, commencing June 1, 2008, at the redemption price of 100% of the principal or Accreted Value thereof, together with interest accrued to the date of redemption, if applicable, without premium; provided, however, that any such redemption shall be in a minimum maturity value of \$5,000 (“**Turbo Redemption**”). See “THE SERIES 2007 BONDS – Turbo Redemption” herein. Amounts in the Debt Service Reserve Account shall not be available to make Turbo Redemption Payments on the Capital Appreciation Bonds. Amounts in the Debt Service Reserve Account shall not be available to make Turbo Redemption Payments on the Bonds secured by the Debt Service Reserve Account; unless such amounts together with all available Revenues are sufficient to retire all Bonds secured by the Debt Service Reserve Account still outstanding, in which event all amounts on deposit in the Debt Service Reserve Account shall be transferred to the Turbo Redemption Account and such amounts shall be so utilized. Any redemption of Bonds as described in this paragraph shall be made in accordance with the Payment Priorities. For purpose of defeasance, Bonds shall have the related assumed redemption schedules of Projected Turbo Redemption payments set forth in this Offering Circular.

“**Payment Priorities**” means, subject to the issuance of Additional Bonds which may be payable on a parity or subordinate basis to one or more Series of the Series 2007 Bonds, payment of Bonds (herein defined) in the following order of priority:

(1) first, the Series 2007A Bonds and the Series 2007B Bonds until they are Fully Paid in chronological order of maturities and by lot within a maturity, except for the purpose of Extraordinary Prepayments, in which case they are paid Pro Rata among maturities and by lot within a maturity;

(2) second, the Series 2007C-1 Bonds and the Series 2007C-2 Bonds until they are Fully Paid in chronological order of maturities and by lot within a maturity, except for the purpose of Extraordinary Prepayments, in which case they are paid Pro Rata among maturities and by lot within a maturity;

(3) third, the Series 2007D Bonds until they are Fully Paid, by lot within a maturity;

(4) fourth, the Series 2007E Bonds until they are Fully

Paid, by lot within a maturity; and

(5) fifth, the Series 2007F Bonds until they are Fully Paid, by lot within a maturity.

A failure by the Corporation to make Turbo Redemption payments on the Series 2007 Bonds will ***not*** constitute an Event of Default under the Indenture.

Actual Payments of Principal and Interest or Accreted Value

Due to a number of factors, including actual shipments of cigarettes in the United States and the actual level of payments received by the Settling States under the MSA, the amount available to pay the principal or Accreted Value of and interest on the Series 2007 Bonds may fluctuate from year to year. As a result, Revenues received by the Issuer from the Corporation under the Loan Agreement may be insufficient to pay principal or Accreted Value at maturity or insufficient for Turbo Redemptions. In either event, the Issuer will have no obligation to make Turbo Redemptions. A failure by the Issuer to pay the principal or Accreted Value of and interest on a Series 2007 Bond when due, whether at maturity or upon prior redemption, will constitute an Event of Default under the Indenture.

Optional Redemption.....

The Series 2007A Bonds, Series 2007C-1 Bonds, Series 2007C-2 Bonds, Series 2007D Bonds, Series 2007E Bonds and Series 2007F Bonds are subject to optional redemption, in whole or in part, on any date on and after June 1, 2017, at a redemption price of 100% of the principal or Accreted Value thereof to the date fixed for redemption, together with interest accrued thereon to the redemption date, if applicable, without premium.

The Series 2007B Bonds are subject to optional redemption, in whole or in part, on any date on and after June 1, 2021, at a redemption price of 100% of the principal thereof, together with interest accrued thereon to the redemption date, if applicable, without premium.

Extraordinary Prepayment.....

If an Event of Default has occurred and is continuing, amounts on deposit in the Extraordinary Prepayment Account, the Debt Service Account, the Debt Service Reserve Account (only with respect to the Series 2007A Bonds and the Series 2007B Bonds) and the Lump Sum Prepayment Account will be applied on each Distribution Date to prepay the Bonds in accordance with the Payment Priorities at a price of the principal and accrued interest or Accreted Value thereof, as applicable, without premium, but to the extent legally permissible, with interest on overdue interest.

Interest on any unpaid principal or Accreted Value of the Series 2007 Bonds will continue to accrue and, with respect to the Capital Appreciation Bonds, will be compounded semi-annually at the applicable rate corresponding to the rates of interest set forth on the inside cover hereof or increases in Accreted Value shown on the Tables of Accreted Values attached hereto as Appendix H (the "Accretion Interest Rate"), as applicable, until the earlier of the applicable Maturity Date or redemption date. After the Maturity Date thereof, each unpaid Series 2007 Bond will bear current interest on the principal or Accreted Value thereof as of such Maturity Date at the Default Rate as provided by the Indenture until fully paid.

Any such payment of principal and interest or Accreted Value following an Event of Default is referred to herein as an “**Extraordinary Prepayment**”. For a description of the Events of Default under the Indenture, see Appendix F—“SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” attached hereto.

Lump Sum Prepayment The Series 2007 Bonds are subject to mandatory prepayment, in whole or in part prior to their stated maturity dates from amounts on deposit in the Lump Sum Prepayment Account on any date for which notice can be given in accordance with the Indenture at the prepayment price of 100% of the principal or the Accreted Value thereof on the date fixed for prepayment, together with interest accrued thereon to the prepayment date, if applicable, without premium. Any prepayment of Series 2007 Bonds from amounts in the Lump Sum Prepayment Account shall be used to pay the Outstanding Series 2007 Bonds in accordance with Payment Priorities.

Bond Structuring Assumptions and Methodology The Series 2007 Bonds were structured on the basis of forecasts, which themselves are based on assumptions, as described herein. Among these are a forecast of United States cigarette consumption contained in the Global Insight Cigarette Consumption Report, and a forecast of future population in the County based on the Global Insight Population Report and the application of certain adjustments and offsets to payments to be made by the PMs pursuant to the MSA, and a forecast of the Accounts and all earnings on amounts on deposit in the Accounts established under the Indenture. In addition, such forecasts were used to project amounts expected to be available for redemption of the Turbo Term Bonds from Turbo Redemptions and the resulting expected average life of the Series 2007 Bonds.

No assurance can be given, however, that events will occur in accordance with such assumptions and forecasts. Any deviations from such assumptions and forecasts could materially and adversely affect the payment of the Series 2007 Bonds. See “METHODODOGY AND BOND STRUCTURING ASSUMPTIONS” herein.

Debt Service Reserve Account for the Series 2007A Bonds and the Series 2007B Bonds A reserve account (the “**Debt Service Reserve Account**”) will be established and held by the Indenture Trustee and initially funded from proceeds of the Series 2007A Bonds and the Series 2007B Bonds in the amount of the Debt Service Reserve Requirement (the “**Debt Service Reserve Requirement**”), which means an amount equal to \$16,092,825.00 with respect to the Series 2007A Bonds and the Series 2007B Bonds. The Debt Service Reserve Requirement is \$0 for the Capital Appreciation Bonds. The Debt Service Reserve Requirement may be changed in connection with the issuance of Additional Bonds. Amounts in the Debt Service Reserve Account constitute security for the Series 2007A Bonds and the Series 2007B Bonds only (in accordance with the Payment Priorities) and amounts in such account will not be available to pay when due, the principal or Accreted Value, or, upon an Event of Default, Extraordinary Prepayments of the Capital Appreciation Bonds. See Appendix F – “SUMMARY PRINCIPAL LEGAL DOCUMENTS” attached hereto.

No Debt Service Reserve for the Capital Appreciation Bonds The Debt Service Reserve Account will neither be funded from the proceeds of the Capital Appreciation Bonds nor be available ever for the benefit of any of the Owners of the Capital Appreciation Bonds.

Flow of Revenues

“**Revenues**” means the Corporation Tobacco Assets and all fees, charges, payments, proceeds, collections, investment earnings and other income and receipts derived from the Collateral and paid or payable to the Issuer or the Indenture Trustee for the account of the Issuer or the Bondholders.

Revenues are to be promptly (and in no event later than two Business Days after their receipt) deposited by the Indenture Trustee in the Collection Account created under the Indenture. As soon as possible following each deposit of Revenues to the Collection Account, the Indenture Trustee is to transfer Revenues on deposit in the Collection Account as provided under the Indenture. See “SECURITY FOR THE SERIES 2007 BONDS – Flow of Funds” for a detailed description of the accounts created under the Indenture and the uses of moneys therein.

Events of Default

The occurrence of any of the following events will constitute an “**Event of Default**” under the Indenture:

(i) failure to pay the current interest on any Bond, when due, or the principal or Accreted Value of any Bond at maturity or upon prior redemption;

(ii) failure of the Issuer to observe or perform any other provision of the Indenture which is not remedied within 60 days after notice thereof has been given to the Issuer by the Indenture Trustee or to the Issuer and the Indenture Trustee by the Bondholders of at least 25% in Bond Obligation of the Series 2007 Bonds then Outstanding;

(iii) bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Issuer and if instituted against the Issuer, are not dismissed within 60 days after such institution; or

(iv) an event of default has occurred and is continuing under the Loan Agreement, which events consist of (a) failure by the Corporation to pay, or cause to be paid, to the Indenture Trustee for deposit in the Collection Account established under the Indenture the portion of the TSRs relating to the Sold County Tobacco Assets as required pursuant to the Loan Agreement, (b) failure by the Corporation to observe or perform any other covenant, obligation, condition or agreement contained in the Loan Agreement and such failure shall continue for thirty (30) days from the date of written notice from the Issuer or the Indenture Trustee of such failure, (c) any representation, warranty, certificate, information or other statement (financial or otherwise) made or furnished by or on behalf of the Corporation to the Issuer in or in connection with the Loan Agreement shall be false, incorrect, incomplete or misleading in any material respect when made or furnished, (d) the Corporation shall (1) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (2) be unable, or admit in writing its inability, to pay its debts generally as they mature, (3) make a general assignment for the benefit of its or any of its creditors, (4) be dissolved or liquidated in full or in part, (5) become insolvent (as such term may be defined or interpreted under any applicable statute), (6) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy,

insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (7) take any action for the purpose of effecting any of the foregoing, (e) proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Corporation or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Corporation or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement, (f) the Loan Agreement or any material term thereof shall cease to be, or be asserted by the Corporation not to be, a legal, valid and binding obligation of the Corporation enforceable in accordance with its terms, and (g) the instructions to the Attorney General of the State regarding disbursing the Corporation Tobacco Assets to the Indenture Trustee as provided in the Loan Agreement shall be revoked or cease to be complied with.

See “SECURITY FOR THE SERIES 2007 BONDS – Events of Default; Remedies” herein for a discussion of the remedies available to the Indenture Trustee upon the occurrence of an Event of Default.

Additional Bonds.....

Subsequent to the issuance of the Series 2007 Bonds, additional series of bonds (the “**Additional Bonds**” and, together with the Series 2007 Bonds, the “**Bonds**”) may be issued on a parity or subordinate basis to one or more series of Series 2007 Bonds, upon receipt by the Trustee of (i) a Rating Confirmation from each Rating Agency then rating the Outstanding Bonds, (ii) an opinion of a firm of nationally-recognized attorneys-at-law experienced in legal work related to the issuance of Tax-Exempt Bonds selected by the Issuer to the effect that the issuance of the Additional Bonds will not, in and of itself, cause interest on any Tax-Exempt Bonds to be included in gross income for federal income tax purposes, and (iii) a certificate of the Issuer that (x) no Event of Default has occurred under the Indenture, (y) the Debt Service Reserve Account is, after giving effect to the issuance of such Additional Bonds and the application of the proceeds thereof, funded at the Debt Service Reserve Requirement, and (z) as a result of the issuance of such Additional Bonds, the weighted average life of each Bond then Outstanding, projected in years from its date of issuance, will not exceed the sum of (A) the weighted average life of each such Outstanding Bond as projected at the time such Bond was issued and set forth in the Series Supplement relating thereto and (B) one. In calculating the weighted average life of each of the Outstanding Bonds for the purpose of the certificate required by clause (z) of the preceding sentence, the Issuer shall take into consideration (1) the amount of Turbo Redemptions of such Bonds that have been paid prior to and including the date of issuance of the Additional Bonds and (2) the amount of Turbo Redemptions projected by the Issuer to be paid on each Distribution Date subsequent to the issuance of such Additional Bonds based upon the amount of Revenues then expected to be received by the Issuer and available for payment of Turbo Redemptions of each Outstanding Bond. In determining compliance with clause (iii)(z) of this paragraph, the Issuer may rely conclusively on a certification of a financial advisor, who may rely on a report of a nationally recognized firm of econometric

experts on matters related to projected or forecasted cigarette consumption. See “SECURITY FOR THE SERIES 2007 BONDS – Additional Bonds” herein.

Covenants The County, the Corporation and the Issuer have made certain covenants for the benefit of the Bondholders. See Appendix F – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Indenture” for a summary of the covenants made by the Issuer, Appendix F – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Loan Agreement” for a summary of covenants made by the Corporation, and Appendix F – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Purchase and Sale Agreement” for a summary of the covenants made by the County.

Continuing Disclosure Pursuant to the Indenture, the Issuer has agreed to provide, or cause to be provided, to each nationally recognized municipal securities information repository and any State information repository for purposes of Rule 15c2-12(b)(5) (the “**Rule**”) adopted by the U.S. Securities and Exchange Commission (each, a “**Repository**”) certain annual financial information and operating data and, in a timely manner, notice of certain material events. See “CONTINUING DISCLOSURE UNDERTAKING” herein.

Ratings..... The ratings for the rated Series 2007 Bonds address only the ability of the Issuer to pay the principal or Accreted Value when due at maturity as set forth on the inside cover page of this Offering Circular. Neither projections of Turbo Redemption payments of the rated Series 2007 Bonds nor any principal payment amounts used for structuring purposes, other than amounts due on the Maturity Dates for the rated Series 2007 Bonds, have been rated by Fitch Ratings. A rating is not a recommendation to buy, sell or hold securities, and such rating is subject to revision or withdrawal at any time. No request has been made and no rating has been assigned to the Series 2007F Bonds. See “RATINGS” herein.

Legal Considerations Reference is made to “LEGAL CONSIDERATIONS” herein for a description of certain legal issues relevant to an investment in the Series 2007 Bonds.

Tax Matters..... In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Issuer, based on an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2007 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “**Code**”) and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2007 Bonds is not a specific preference item for purposes of federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating federal corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2007 Bonds. See “TAX MATTERS” herein.

Risk Factors..... Reference is made to “RISK FACTORS” herein for a description of certain considerations relevant to an investment in the Series 2007 Bonds.

Availability of Documents..... Included herein are brief summaries of certain documents and reports, which summaries do not purport to be complete or definitive, and reference is made to such documents and reports for full and complete statements of the contents thereof. Copies of the Indenture, the Loan Agreement and the Purchase and Sale Agreement may be obtained upon request from the Indenture Trustee at: Wells Fargo Bank, National Association, 707 Wilshire Boulevard, 17th Floor, Los Angeles, California 90017, Attention: Corporate Trust Services. Any statements in this Offering Circular involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Offering Circular is not to be construed as a contract or agreement among the Issuer, the Corporation, the County and the purchasers or Bondholders.

RISK FACTORS

The Series 2007 Bonds differ from many other tax-exempt securities in a number of respects. Prospective investors should carefully consider the factors set forth below regarding an investment in the Series 2007 Bonds as well as other information contained in this Offering Circular. The following discussion of risks is not meant to be a complete list of the risks associated with the purchase of the Series 2007 Bonds and the order of presentation does not necessarily reflect the relative importance of the various risks. Potential purchasers of the Series 2007 Bonds are advised to consider the following factors, among others, and to review the other information in this Offering Circular in evaluating the Series 2007 Bonds. Any one or more of the risks discussed, and others, could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds or, in certain circumstances, could lead to a complete loss of a Bondholder's investment. There can be no assurance that other risk factors will not become material in the future.

Litigation Challenging the MSA, the Qualifying Statutes and Related Legislation

General Overview. Certain smokers, consumer groups, cigarette importers, cigarette wholesalers, cigarette distributors, cigarette manufacturers, Native American tribes, taxpayers, taxpayers' groups and other parties have instituted lawsuits against various PMs, certain of the Settling States and other public entities challenging the MSA and/or the Qualifying Statutes and related legislation. One or more of the lawsuits, several of which remain pending, allege, among other things, that the MSA and/or the Qualifying Statutes and related legislation are void or unenforceable under the Commerce Clause and certain other provisions of the U.S. Constitution and the federal antitrust laws, as described below under "*— Grand River, Freedom Holdings and Related Cases*" and "*— Other Litigation Challenging the MSA, Qualifying Statutes and Related Legislation*" in this subsection. In addition, some of the lawsuits allege that the MSA and/or related state legislation are void or unenforceable under the federal civil rights laws, state constitutions, consumer protection laws, and unfair competition laws. Certain of these lawsuits seek, and, if ultimately successful, could result in, a determination that the MSA and/or the Qualifying Statutes and related legislation are void or unenforceable. Certain of the lawsuits further seek, among other things, an injunction against one or more of the Settling States from collecting any moneys under the MSA and barring the PMs from collecting cigarette price increases related to the MSA. In addition, class action lawsuits have been filed in several federal and state courts alleging that under the federal Medicaid law, any amount of tobacco settlement funds that the Settling States receive in excess of what they paid through the Medicaid program to treat tobacco-related diseases should be paid directly to Medicaid recipients. The State of California, by way of example, in the case of *Cutting Edge Enterprises Inc. v. National Association of Attorneys General*, was named as a defendant along with other state attorneys general in an action in federal court in the Southern District of New York where a PM sought to cause the National Association of Attorneys General and the respective states to list the PM's brands on their respective web sites, alleging that their refusal to do so violates federal antitrust laws, the Commerce Clause, and laws prohibiting tortious interference with business relations. The court dismissed this case on March 6, 2007 for lack of personal jurisdiction. To date, challenges to the MSA or related state legislation have not been ultimately successful, although three such challenges (the *Grand River* and *Freedom Holdings* cases in federal court in New York, and the *Xcaliber* case in federal court in Louisiana, all of which are discussed below) have survived initial appellate review of motions to dismiss. Moreover, these three cases and the *A.B. Coker* case in federal court in Louisiana (discussed below) are the only cases challenging the MSA or related legislation that have proceeded to a stage of litigation where the ultimate outcome may be determined by, among other things, findings of fact based on extrinsic evidence as to the operation and impact of the MSA and the related statutes. Prior decisions rejecting such challenges have concluded that the MSA and related statutes do not violate the Commerce Clause of the U.S. Constitution and are protected from antitrust challenges based on established antitrust immunity doctrines. In addition, proceedings are pending or on appeal in certain other cases, including two challenges by certain NPMs in federal court in Louisiana (*Xcaliber* and *A.B. Coker*), alleging, *inter alia*, that the Louisiana Allocable Share Release Amendment violates the rights of free speech, due process of law, and equal protection of the laws guaranteed under the U.S. Constitution and the Louisiana Constitution. On March 1, 2006, the U.S. Court of Appeals for the Fifth Circuit vacated the district court's dismissal of the plaintiffs' complaint in one of the cases and remanded the case for reconsideration. See "*— Other Litigation Challenging the MSA, Qualifying Statutes and Related Legislation*" in this subsection. The MSA and related state legislation may also continue to be challenged in the future. A determination that the MSA or related state legislation is void or unenforceable would have a material adverse effect on the payments by the PMs under the MSA and the amount or the timing of receipt of Revenues available to the

Issuer to make payments with respect to the Series 2007 Bonds, including payments of Turbo Redemptions or Accreted Value of the Series 2007 Bonds, could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds and, in certain circumstances, could lead to a complete loss of a Bondholder's investment. See "LEGAL CONSIDERATIONS" herein.

Qualifying Statute and Related Legislation. Under the MSA's NPM Adjustment, downward adjustments may be made to the Annual Payments and Strategic Contribution Payments payable by a PM if the PM experiences a loss of market share in the United States to NPMs as a result of the PM's participation in the MSA. See "— Other Potential Payment Decreases Under the Terms of the MSA—NPM Adjustment" herein and "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT—MSA Provisions Relating to Model/Qualifying Statutes" herein. A Settling State may avoid the effect of this adjustment by adopting and diligently enforcing a Qualifying Statute, as hereinafter described. The State has adopted the Model Statute, which by definition is a Qualifying Statute under the MSA. The Model Statute, in its original form, required an NPM to make escrow deposits approximately in the amount that the NPM would have had to pay had it been a PM and further authorized the NPM to obtain from the applicable Settling State the release of the amount by which the escrow deposit in that state exceeded that state's allocable share of the total payments that the NPM would have made as a PM. Legislation has been enacted in at least 44 of the Settling States, including the State, amending the Qualifying Statutes in those states by eliminating the reference to the allocable share and limiting the possible release an NPM may obtain under the statute to the excess above the total payment that the NPM would have paid had it been a PM (each an "**Allocable Share Release Amendment**"). A majority of the PMs, including all OPMs, have indicated in writing that the State's Model Statute, as amended, will continue to constitute a Qualifying Statute within the meaning of the MSA. In addition, at least 44 Settling States (including the State) have passed legislation (often termed "**Complementary Legislation**") to further ensure that NPMs are making required escrow payments under the states' respective Qualifying Statutes. Pursuant to the State's Complementary Legislation, every tobacco product manufacturer whose cigarettes are sold directly or indirectly in the State is required to certify annually that it is either (a) a PM and is in full compliance with the terms of the MSA or (b) an NPM and is in full compliance with the State's Qualifying Statute. The Qualifying Statutes and related legislation, like the MSA, have also been the subject of litigation in cases alleging that the Qualifying Statutes and related legislation violate certain provisions of the United States Constitution and/or state constitutions and are preempted by federal antitrust laws. The lawsuits seek, among other things, injunctions against the enforcement of the Qualifying Statutes and related legislation. To date such challenges have not been ultimately successful, although the enforcement of Allocable Share Release Amendments has been preliminarily enjoined in New York and certain other states. Appeals are also possible in certain cases. The Qualifying Statutes and related legislation may also continue to be challenged in the future. Pending challenges to the Qualifying Statutes and related legislation are described below under "*—Grand River, Freedom Holdings and Related Cases*" and "*Other Litigation Challenging the MSA, Qualifying Statutes and Related Legislation*" in this subsection.

A determination that a Qualifying Statute is unconstitutional would have no effect on the enforceability of the MSA itself; such a determination could, however, have an adverse effect on payments to be made under the MSA if one or more NPMs were to gain market share. See "— Other Potential Payment Decreases Under the Terms of the MSA — NPM Adjustment" herein, "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT — MSA Provisions Relating to Model/Qualifying Statutes," and "LEGAL CONSIDERATIONS" herein.

A determination that an Allocable Share Release Amendment is unenforceable would not constitute a breach of the MSA but could permit NPMs to exploit differences among states, target sales in states without Allocable Share Release Amendments, and thereby potentially increase their market share at the expense of the PMs. See "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT — MSA Provisions Relating to Model/Qualifying Statutes" herein.

A determination that the State's Complementary Legislation is unenforceable would not constitute a breach of the MSA or affect the enforceability of the State's Qualifying Statute; such a determination could, however, make enforcement of the State's Qualifying Statute against NPMs more difficult for the State. See "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT — MSA Provisions Relating to Model/Qualifying Statutes" herein.

Grand River, Freedom Holdings and Related Cases. Among the pending challenges to the MSA and/or related state legislation are two lawsuits referred to herein as *Grand River* and *Freedom Holdings*, both of which are pending in the U.S. District Court for the Southern District of New York. The *Grand River* case is pending against the attorneys general of 31 states, including the State, and alleges, among other things, that: (1) the MSA creates an

unlawful output cartel under federal antitrust law and state legislation enacted pursuant to the MSA mandates or authorizes such cartel and is thus preempted by federal law; and (2) the MSA and related statutes are invalid or unenforceable under the Commerce Clause and other provisions of the U.S. Constitution. The plaintiffs in *Grand River* seek to enjoin the enforcement of the Qualifying Statutes and Complementary Legislation by the *Grand River Defendant States* (defined below), including the State. The *Freedom Holdings* case is pending against the attorney general and the commissioner of taxation and finance of the State of New York and is based on the same purported claims as the *Grand River* case (including, as discussed below, a Commerce Clause claim asserted by the plaintiffs in their Second Supplemental and Amended Complaint following a Second Circuit ruling on the issue in the *Grand River* case). The plaintiffs in *Freedom Holdings* seek to enjoin the enforcement of New York's Complementary Legislation. These suits are proceeding following the Second Circuit's reversal of orders granting motion to dismiss for failure to state a claim upon which relief can be granted and are in the discovery phase of litigation in preparation for the development of a factual record to support possible findings of fact that may be used by the court in its decision as to the pending claims. To date, *Grand River* and *Freedom Holdings*, along with *Xcaliber v. Ieyoub* and *A.B. Coker v. Foti* (both discussed below), are the only cases challenging the MSA or related legislation that have survived initial appellate review of motions to dismiss. Moreover, these four cases are the only cases challenging the MSA or related legislation that have proceeded to a stage of litigation where the ultimate outcome may be determined by, among other things, findings of fact based on extrinsic evidence as to the operation and impact of the MSA and the related state legislation.

On July 1, 2002, *Grand River Enterprises Six Nations Ltd. v. Pryor* was filed in the U.S. District Court for the Southern District of New York by certain NPMs against current and former attorneys general of 31 states (the "**Grand River Defendant States**")[†]. The plaintiffs seek to enjoin the enforcement of the Grand River Defendant States' Qualifying Statutes and Complementary Legislation, alleging that such Qualifying Statutes and Complementary Legislation violate the plaintiffs' constitutional rights under the Commerce Clause and other provisions of the U.S. Constitution and also that such Qualifying Statutes and Complementary Legislation conflict with and are therefore preempted by the federal antitrust laws. In September 2003, the District Court held that it lacked personal jurisdiction over the non-New York attorneys general and dismissed the plaintiffs' complaint against them. In addition, the District Court dismissed the plaintiffs' complaint against the New York attorney general, finding that the plaintiffs had failed to state a claim upon which relief could be granted. After the Second Circuit's decision in *Freedom Holdings* (discussed below), however, the District Court granted the plaintiffs' motion in *Grand River* to reinstate, against the New York attorney general only, that portion of the complaint alleging that New York's Qualifying Statute and New York's Complementary Legislation conflict with antitrust laws and are preempted by federal law.

The plaintiffs appealed the dismissal of their other claims to the Second Circuit. On September 28, 2005, the Second Circuit reinstated portions of the Commerce Clause challenge and reinstated the non-New York attorneys general, including the attorney general of the State, as defendants, finding that a federal court in New York could exercise personal jurisdiction over them, and affirmed the dismissal of certain remaining claims, including the claim that the Qualifying Statute and related legislation violated the Indian Commerce Clause of the U.S. Constitution. The case was remanded to the District Court. On May 31, 2006, the District Court denied Grand River's motion for a preliminary injunction seeking to bar defendants from: (1) enforcing their states' Allocable Share Statutes; (2) denying Grand River's application to become a party to the Master Settlement Agreement; and (3) banning sales in the defendants' states of Grand River-produced cigarettes. The District Court held that Grand River failed to show either a likelihood of irreparable injury absent an injunction or a likelihood of success on the merits of its claims. On June 7, 2006, Grand River filed an appeal of this decision before the Second Circuit. Separately, Grand River also filed a motion for an injunction pending appeal, which the District Court denied on June 29, 2006. On March 6, 2007, the Second Circuit denied Grand River's appeal, solely on the basis that the District Court had not abused its discretion in finding that plaintiff Grand River had failed to show a likelihood of irreparable injury. On June 12, 2007, the Second Circuit issued a judgment confirming its May 23, 2007 order denying plaintiff Grand River's petition for a rehearing.

[†] The Grand River Defendant States are: Alabama, Alaska, Arizona, California, Colorado, Delaware, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Missouri, Montana, Nebraska, New York, North Carolina, Ohio, Oregon, South Carolina, South Dakota, Tennessee, Washington, Wisconsin, and Wyoming.

On October 12, 2005, the defendants, including the California Attorney General, filed a petition with the Second Circuit for rehearing with regard to the Second Circuit's ruling on the issue of personal jurisdiction. The plaintiffs filed a petition with the Second Circuit for rehearing on the Indian Commerce Clause ruling. On January 3, 2006, the Second Circuit denied all parties' petitions for rehearing. On April 18, 2006 the non-New York defendants filed a petition for certiorari review with the U.S. Supreme Court challenging the Second's Circuit ruling on the issue of personal jurisdiction. See *King v. Grand River Enterprises Six Nations, Ltd.* On October 10, 2006, the U.S. Supreme Court denied the defendants' petition for certiorari.

With regard to the Commerce Clause challenge, the Second Circuit in *Grand River* noted that because it was reviewing a motion to dismiss, it was required to accept as true the material facts alleged in the complaint and to draw all reasonable inferences in the plaintiffs' favor. The Second Circuit held that although each state's Complementary Legislation apply to cigarette sales within such state, the plaintiffs sufficiently stated a possible claim that these statutes together create a national or "interstate" regulatory policy and thereby exert "extraterritorial control" over out-of-state transactions in contravention of the Commerce Clause. The Second Circuit acknowledged that in *Freedom Holdings* (discussed below) it had ruled that plaintiffs failed to state a claim that the State's Complementary Legislation had violated the Commerce Clause, but explained that it did so because plaintiffs there had not sufficiently alleged an extraterritorial effect of that legislation. To date, *A.B. Coker* (discussed below), *Grand River*, and, as a technical matter, *Freedom Holdings* (pursuant to the grant of a motion to amend the complaint in that matter to include a Commerce Clause claim), are the only cases in which a Commerce Clause challenge to the MSA and related statutes has not been dismissed at the pleadings stage or at summary judgment. However, other such challenges are currently pending in various jurisdictions. An adverse ruling on Commerce Clause grounds could potentially lead to invalidation of the MSA and the Qualifying Statutes in their entirety and result in the complete loss of a Bondholder's outstanding investment.

With regard to the reinstatement of the non-New York defendants, including the State, the Second Circuit explained that where an out of state defendant has "transacted business" in the State of New York and there is "substantial nexus" between that transaction and the litigation in question, the federal courts in the state can obtain jurisdiction over the defendants. The Second Circuit concluded that by negotiating the MSA in New York, the attorneys general "transacted business" for the purpose of conferring jurisdiction in federal courts in New York. The Court also held that there was "substantial nexus" between the MSA negotiations and the lawsuit, because although the challenged statutes are discrete acts of each state, they were integral to the operation of the MSA and were negotiated as such.

Grand River remains pending before the U.S. District Court for the Southern District of New York, wherein the defendants filed an answer to the complaint on October 25, 2006. The District Court has ruled that the pre-trial discovery period will conclude in March 2008. Any decision in the District Court will be subject to a right of appeal in the Second Circuit. However, any decision by the Second Circuit in this case would not be subject to appeal as of right to the U.S. Supreme Court. No assurance can be given: (1) that the Supreme Court would choose to determine any appeal relating to the validity or enforceability of MSA or related legislation in this or any other case; or (2) as to the outcome of the certiorari or any appeal, even if heard by the Supreme Court. A Supreme Court decision to affirm or to decline to review a Second Circuit ruling that is adverse to the defendants in *Grand River* or other similar case, challenging validity or enforceability of MSA or related legislation, could result in the complete cessation of the TSRs available to make payments on the Series 2007 Bonds. Moreover, even if ultimately reversed by the Supreme Court, a Second Circuit decision adverse to the defendants in *Grand River* could, unless stayed pending appeal at the discretion of the court; (1) lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds; or (2) have a material adverse effect on the secondary market for the Series 2007 Bonds and, as a result, lead to a decrease in the market value and/or the liquidity of, the Series 2007 Bonds, during the pendency of the appeal.

On April 16, 2002, in *Freedom Holdings, Inc. v. Spitzer*, certain cigarette importers filed an action against the Attorney General and the Commissioner of Taxation and Finance of the State of New York (the "**New York State Defendants**"), challenging New York's Complementary Legislation, alleging in their initial complaint that New York's Complementary Legislation enforces a market-sharing and price-fixing cartel, and allows the OPMs to charge supra-competitive prices for their cigarettes. Plaintiffs also alleged that New York's Complementary Legislation violates the Commerce Clause of the U.S. Constitution and establishes an output cartel in violation of

federal antitrust law. The initial complaint also alleged that the legislation is selectively enforced in violation of the Equal Protection Clause of the U.S. Constitution. The Southern District dismissed the action on May 14, 2002.

In its *Freedom Holdings* decision, the Southern District applied two U.S. Supreme Court doctrines known as the “state action” immunity doctrine (based on a U.S. Supreme Court case known as “**Parker**”) and the First Amendment based immunity doctrine (based on two U.S. Supreme Court cases known collectively as *Noerr-Pennington* (“**NP**”). The applicability of the *Parker* immunity doctrine requires two levels of analysis. Where a state confers authority on private parties to engage in conduct that would otherwise be *per se* violative of antitrust laws, cases subsequent to *Parker* (most notably a U.S. Supreme Court case known as “**MidCal**”) have required both a clear articulation of state policy and active supervision by the state of the otherwise anticompetitive conduct for *Parker* immunity to apply. When a state is acting unilaterally, in its capacity as the sovereign, however, no *MidCal* analysis is required, and *Parker* immunity applies directly. *NP* immunity applies to conduct that is protected by the First Amendment, most particularly conduct that constitutes petitioning activity directed at courts or governmental bodies. The Southern District held, among other things, that New York’s Complementary Legislation was protected from antitrust challenge by both direct *Parker* immunity and *NP* immunity.

The plaintiffs in *Freedom Holdings* appealed, and on January 6, 2004, the Second Circuit partially reversed the decision of the Southern District. In its reversal, the Second Circuit noted, because it was reviewing a motion to dismiss, that it was required to accept as true the material facts alleged in the complaint and to draw all reasonable inferences in the plaintiffs’ favor. The Second Circuit affirmed the Southern District’s dismissal of that portion of the complaint that alleged a Commerce Clause violation. The Second Circuit reversed the dismissal of the plaintiffs’ Equal Protection claim, based on uncertainty both as to the basis for the district court’s ruling and the allegations of the complaint. The Second Circuit remanded the case to allow the plaintiffs to amend their complaint to correct deficiencies in the pleadings. The Second Circuit held, however, that the plaintiffs had alleged facts sufficient to state a claim that New York’s Complementary Legislation conflicts with federal antitrust law, and that based on the facts alleged, the legislation was not protected from an antitrust challenge based on either of the *Parker* or *NP* immunity doctrines. The Second Circuit determined, on the record before it, that a *MidCal* analysis was required and, on that record and solely for the purpose of reviewing the Southern District’s dismissal of the complaint, found insufficient active supervision and insufficient articulation of state policy to support a conclusion that there was antitrust immunity under *Parker* and *MidCal*. On March 25, 2004, the Second Circuit denied the New York State Defendants’ petition for a rehearing.

In April 2004, the plaintiffs in *Freedom Holdings* filed an amended complaint, which was supplemented in November 2004 and included requests for: (1) a declaratory judgment that the operation of the MSA, New York’s Qualifying Statute, and New York’s Complementary Legislation implements an illegal *per se* output cartel in violation of the federal antitrust laws and are thus preempted by federal antitrust law; and (2) injunctive relief enjoining the enforcement of New York’s Qualifying Statute and New York’s Complementary Legislation. The amended complaint did not seek an injunction enjoining the enforcement or administration of the MSA, was limited only to claims under the federal antitrust laws, and did not allege that the MSA, New York State’s Qualifying Statute, or Complementary Legislation violates the Commerce Clause or the Equal Protection Clause of the U.S. Constitution.

On September 14, 2004, the Southern District denied the plaintiffs’ motion for a preliminary injunction enjoining New York, during the pendency of the action, from enforcing the MSA, New York’s Qualifying Statute and New York’s Complementary Legislation. The Southern District held that, based on the evidence presented by the parties, the plaintiffs had failed to establish a likelihood of success on the merits of their claims: (1) that New York’s Qualifying Statute and New York’s Complementary Legislation authorized or mandated a *per se* violation of the federal antitrust laws; or (2) that the MSA, New York’s Qualifying Statute, and New York’s Complementary Legislation would not be entitled to *Parker* antitrust immunity under a *MidCal* analysis. The Southern District also determined that the plaintiffs had failed to make a showing of irreparable harm sufficient to justify preliminary injunctive relief. The Southern District, however, granted the plaintiffs’ motion to enjoin New York from enforcing its Allocable Share Release Amendment, holding that the plaintiffs had established a likelihood of success on their claim that New York’s Allocable Share Release Amendment conflicts with the federal antitrust laws and that its enforcement would cause plaintiffs and other NPMs irreparable harm. The plaintiffs appealed the Southern District’s denial of their motion for a preliminary injunction as to New York’s Qualifying Statute and New York’s Complementary Legislation. The plaintiffs did not appeal the denial of their motion for a preliminary injunction to

enjoin the enforcement of the MSA and supplemented their amended complaint to state that they do not seek a permanent injunction to enjoin the enforcement of the MSA. The New York State Defendants did not appeal the granting of the plaintiffs' motion to enjoin enforcement of New York's Allocable Share Release Amendment. On May 18, 2005, the Second Circuit affirmed the Southern District's denial of the plaintiffs' request for a preliminary injunction. The Second Circuit held that the plaintiffs failed to satisfy the irreparable harm requirement for a preliminary injunction. The Second Circuit made no determination as to the likelihood of the plaintiffs' ultimate success on the merits. On November 1, 2005, the Southern District denied, without prejudice and upon agreement of the parties, plaintiffs' motion for partial summary judgment which sought a determination that New York's Allocable Share Release Amendment violates federal antitrust law. On December 28, 2005, the Southern District denied the plaintiffs' motion to file an amended complaint to add a Commerce Clause claim similar to the plaintiffs' claims in *Grand River*, as described above. In its decision, however, the Southern District granted the plaintiffs leave to renew their motion to amend upon the condition that the plaintiffs show what additional discovery would be required to support such additional claims.

On February 6, 2006, the Southern District granted plaintiffs' renewed motion for leave to assert a claim under the Commerce Clause. On February 10, 2006, plaintiffs filed a Second Supplemental and Amended Complaint. The plaintiffs now seek: (1) a declaratory judgment that the operation of the MSA, New York's Qualifying Statute and New York's Complementary Legislation implements an illegal *per se* output cartel in violation of the federal antitrust laws and is preempted thereby; (2) a declaratory judgment that the New York Complementary Legislation, together with the Qualifying Statutes and Complementary Legislation of other states, regulates interstate commerce in violation of the Commerce Clause of the U.S. Constitution; and (3) an injunction permanently enjoining the enforcement of New York's Qualifying Statute and New York's Complementary Legislation. The amended complaint does not seek to enjoin the enforcement or administration of the MSA. On July 12, 2006, defendants filed a motion to dismiss the Second Supplemental and Amended Complaint which remains pending.

Possibility of Conflict Among Federal Courts. Certain decisions by the United States Court of Appeals for the Second Circuit in *Freedom Holdings* have created heightened uncertainty as a result of the court's interpretation of federal antitrust law immunity doctrines, as applied to the MSA and related statutes, which interpretation appears to conflict with interpretations by the United States Court of Appeals for the Third Circuit (*A.D. Bedell Wholesale Co. v. Philip Morris, Inc.* and *Mariana v. Fisher*) and other courts which have rejected challenges to the MSA and related statutes. Prior decisions rejecting such challenges have concluded that the MSA and related statutes are protected from an antitrust challenge based on the *Parker* or *NP* doctrines.

An adverse decision by the Second Circuit in *Grand River* regarding the enforceability of the MSA and/or related statutes under federal antitrust law or the Commerce Clause of the U.S. Constitution would be controlling law not only within the Second Circuit but would be binding in each of the Grand River Challenged States, including the State, at least as to the *Grand River* plaintiffs and possibly as to other potential plaintiffs as well.

In addition, an adverse decision by the Second Circuit in *Freedom Holdings* regarding the enforceability of the MSA and related statutes under federal antitrust law or the Commerce Clause of the U.S. Constitution would be controlling law only within the Second Circuit, from which no appeal as of right to the U.S. Supreme Court would exist. If, however, the Second Circuit were to make a final determination in *Freedom Holdings* that: (1) the MSA constitutes a *per se* federal antitrust violation, not immunized by the *NP* or *Parker* doctrines, or that New York's Complementary Legislation authorize or mandate such a *per se* violation; or (2) New York's Qualifying Statute and New York's Complementary Legislation operate with the Qualifying Statutes and Complementary Legislation of other states to regulate interstate commerce in violation of the Commerce Clause of the U.S. Constitution, such determination could be considered to be in conflict with decisions rendered by other federal courts that have come to different conclusions on these issues. The existence of a conflict as to the rulings of different federal courts on these issues, especially between Circuit Courts of Appeals, is one factor that the U.S. Supreme Court may take into account when deciding whether to exercise its discretion in agreeing to hear an appeal. No assurance can be given that the U.S. Supreme Court would choose to hear and determine any appeal relating to the substantive merits of *Freedom Holdings*. Any decision by the U.S. Supreme Court on the substantive merits of *Freedom Holdings* would be binding everywhere in the U.S., including in California.

Ninth Circuit Cases. On March 28, 2005, the District Court for the Northern District of California in the California case, *Sanders v. Lockyer*, dismissed an antitrust challenge to the MSA and California's Complementary Legislation brought by a class of California consumers against the State of California and the OPMs. The District Court, expressly unpersuaded by *Freedom Holdings*, found the MSA to be the sovereign act of the State and further found California's Complementary Legislation to be direct legislative activity entitled to *Parker* immunity without the need for any additional *MidCal* analysis. The District Court also found the MSA and California's Complementary Legislation to be entitled to *NP* immunity. The plaintiffs have appealed the dismissal to the Ninth Circuit Court of Appeals. Briefing in the case is complete, and oral argument on the appeal took place February 15, 2007. A decision by the Ninth Circuit remains pending.

On August 13, 1999, in *PTI, Inc v. Philip Morris Inc.*, certain cigarette importers and cigarette distributors filed an action in the U.S. District Court for the Central District of California against the PMs and all of the state officials involved in the negotiation of the MSA and those charged with the enforcement of the Complementary Legislation as enacted by the respective states (collectively, the "**State Defendants**"). The plaintiffs therein sought to enjoin the passage or enforcement, as the case may be, of the Complementary Legislation. The complaint alleged, among other things, that the passage, implementation and/or enforcement of the Qualifying Statute would be preempted by federal antitrust laws and violate certain provisions of the federal constitution, including the Interstate Compact Clause, the prohibition on Bills of Attainder, the Commerce Clause, the Import-Export Clause, the Supremacy Clause, the First Amendment, the Equal Protection Clause, and the Due Process Clause. On May 25, 2000, the District Court found that jurisdiction did not exist over the non-California State Defendants, and dismissed with prejudice all federal antitrust and constitutional claims against the PMs and the State Defendants based on the merits. Like the *Sanders* Court, the *PTI* Court found antitrust immunity under both the *NP* and *Parker* doctrines. With respect to the Commerce Clause challenge, the District Court found that neither the Qualifying Statute nor the Complementary Legislation was discriminatory on its face and applied equally to in-state, out-of-state, and foreign manufacturers. In addition, the Court found that the alleged burden imposed on interstate commerce by the Qualifying Statute did not clearly exceed the putative local benefits of discouraging cigarette consumption. The *PTI* Court's decision was not appealed and is final.

Other Litigation Challenging the MSA, Qualifying Statutes and Related Legislation. In addition to *Freedom Holdings* and *Grand River*, other cases remain pending in federal courts that challenge the MSA, the Qualifying Statute, the Complementary Legislation and/or the Allocable Share Release Amendment in California (see the previous discussion of *Sanders v. Lockyer*), Louisiana, Oklahoma, Kansas, Kentucky, Tennessee, and Arkansas. The issues raised in *Freedom Holdings* or *Grand River* are also raised in many of these other cases, as briefly described below, by way of example only, and not as an exclusive or complete list.

Two cases are currently pending in Louisiana that challenge the MSA, Qualifying Statutes, and related legislation. In *Xcaliber International Limited, LLC v. Ieyoub*, certain NPMs have challenged the state's Allocable Share Release Amendment on both federal and state constitutional grounds. In March 2006, the Fifth Circuit Court of Appeals vacated the District Court's earlier dismissal of the action and remanded the case for further proceedings to review the plaintiffs' allegations that the Louisiana Allocable Share Release Amendment violates the rights of free speech, due process of law, and equal protection of the laws guaranteed under the U.S. Constitution and the Louisiana Constitution. On July 5, 2006, the plaintiff filed an Amended Complaint, which is now pending before U.S. District Court for the Eastern District of Louisiana. The Amended Complaint also alleges that the Allocable Share Release Amendment violates federal antitrust laws. On July 19, 2006, defendant filed a motion to dismiss certain claims of the Amended Complaint, which the court denied on October 18, 2006. On October 30, 2006, the defendant filed its answer to the Amended Complaint. A settlement conference was held on February 5, 2007. A final pretrial conference is set for September 6, 2007, with a bench trial to follow on September 24, 2007. In *A.B. Coker v. Foti*, filed in August 2005, certain NPMs and cigarette distributors brought an action in a federal district court in Louisiana, seeking, among other relief: (1) a declaration that the MSA and Louisiana's Complementary Legislation are invalid under various federal laws; and (2) an injunction barring the enforcement of the MSA and Louisiana's Complementary Legislation. On November 2, 2005, the state defendant filed a motion to dismiss the complaint for lack of jurisdiction. On November 9, 2006, the U.S. District Court for the Western District of Louisiana granted in part and denied in part the defendant's motion to dismiss. The court allowed the case to proceed on claims that the MSA and Louisiana's Complementary Legislation are violations of the Commerce Clause, Due Process Clause, First Amendment, and the Federal Cigarette Labeling and Advertising Act. The court dismissed the claims that alleged violation of the Tenth Amendment. On December 12, 2006, the state defendant

filed its answer to the complaint. The judge has ordered all dispositive motions due by January 14, 2008. A trial date will be set thereafter.

In the Oklahoma case, *Xcaliber International Limited, LLC v. Edmondson*, certain NPMs have challenged Oklahoma's enforcement of its Allocable Share Release Amendment under federal antitrust laws. On May 20, 2005, the District Court granted summary judgment in favor of defendant, holding that the Oklahoma Allocable Share Release Amendment constituted unilateral state action that is directly protected from preemption by the *Parker* immunity doctrine. The plaintiffs have requested that the District Court reconsider its summary judgment order and appealed the order to the U.S. Court of Appeals for the Tenth Circuit. On August 31, 2005, the District Court denied the motion to reconsider. On October 28, 2005, the Tenth Circuit referred the case for mediation conferencing. Mediation conferencing was subsequently terminated, and appellate briefing was completed in February 2006. Oral argument on the appeal was held on September 25, 2006 and a decision remains pending.

In the Kentucky case, *Tritent International Corp. v. Commonwealth of Kentucky*, the plaintiffs seek a declaratory judgment that Kentucky's Complementary Legislation conflict with federal antitrust laws and certain provisions of the U.S. Constitution. On September 8, 2005, the District Court granted Kentucky's motion to dismiss the complaint, and on October 24, 2005, the District Court denied the plaintiffs' subsequent motion for reconsideration. The plaintiffs appealed the dismissal to the Sixth Circuit Court of Appeals. Oral argument occurred on September 20, 2006, and on October 30, 2006, the Sixth Circuit affirmed the District Court's dismissal. On November 13, 2006, the plaintiffs filed a petition for en banc rehearing, which petition was denied in February 2007.

Similarly, in the Tennessee case, *S&M Brands, Inc. v. Summers*, the plaintiffs seek a declaratory judgment that the Tennessee Qualifying Statute (including the Allocable Share Release Amendment) and Complementary Legislation also conflict with federal antitrust laws and certain provisions of the U.S. Constitution. On June 1, 2005, the Sixth Circuit affirmed the District Court's denial of plaintiffs' motion for a preliminary injunction with respect to the enforcement of Tennessee's Allocable Share Release Amendment. On October 6, 2005, the District Court granted Tennessee's motion to dismiss the complaint except that portion of the complaint that alleges that the state's retroactive enforcement of the state's Allocable Share Release Provision violates plaintiff's constitutional rights, which issue was not raised by the state in its motion and was therefore not addressed by the court. The state's retroactive enforcement issue was addressed by decision filed November 28, 2005, wherein the District Court held that the state's retroactive application of its Allocable Share Release Amendment, which was effective as of April 20, 2004, to 2003 cigarette sales was unconstitutional. In its October 6, 2005 opinion, the District Court addressed the federal antitrust claims and expressly rejected the Second Circuit's reasoning in sustaining antitrust challenges in the *Freedom Holdings* case and the Third Circuit's rationale for denying state action immunity in the *Bedell* and *Mariana* cases. Instead, *S&M Brands* followed the *Sanders* and *PTI* line of cases and held that Complementary Legislation are direct state action, entitled to *Parker* immunity without the need for *MidCal* analysis. The plaintiffs filed a notice of appeal with respect to the October 6, 2005 District Court judgment on June 9, 2006. On December 12, 2005, the District Court entered a final judgment dismissing the claims seeking a declaration that the Tennessee Qualifying Statute violated federal antitrust laws and certain provisions of the U.S. Constitution. On January 3, 2006, plaintiffs filed a notice of appeal of that judgment. On April 19, 2007, the Sixth Circuit Court of Appeals affirmed the District Court's December 12, 2005 final judgment of dismissal. Plaintiff's appeal of the District Court's November 25, 2005 decision remains pending before the Sixth Circuit Court of Appeals.

Similar cases were brought in Arkansas. In three cases in the U.S. District Court for the Western District of Arkansas (*Grand River Enterprises Six Nations Ltd. v. Beebe*, *International Tobacco Partners Ltd. v. Beebe*, and *Dos Santos v. Beebe*), the plaintiffs sought to enjoin, preliminarily and permanently, Arkansas's enforcement of its Allocable Share Release Amendment as preempted by the federal antitrust laws and certain provisions of the U.S. Constitution and the Arkansas Constitution. In *International Tobacco Partners Ltd.*, the plaintiffs also sought a declaratory judgment that the MSA and Arkansas's Complementary Legislation are preempted by federal antitrust laws and certain provisions of the U.S. Constitution. The District Court preliminarily enjoined, as against the plaintiffs only, the enforcement of Arkansas's Allocable Share Release Amendment. On August 8, 2005, the court ordered Arkansas to reimburse certain amounts it withheld pursuant to the Allocable Share Release Amendment to International Tobacco Partners Ltd. On March 6, 2006, the District Court issued orders in all three cases: (1) denying Arkansas's motion to dismiss the complaint with respect to the plaintiffs' claim that the retroactive

application of the Allocable Share Release Amendment violates the plaintiffs' right to due process of law under the Fourteenth Amendment of the U.S. Constitution; and (2) granting Arkansas's motion to dismiss the complaint in all other respects. Both the *Dos Santos* and *International Tobacco Partners Ltd.* cases have been settled by the parties, and orders dismissing those cases have been entered. On March 14, 2006, the District Court in *Grand River v. Beebe* denied the plaintiffs' motion to preliminarily enjoin the Allocable Share Release Amendment. On April 12, 2006, the plaintiffs filed an appeal to the U.S. Court of Appeals for the Eighth Circuit. On December 4, 2006, the Eighth Circuit affirmed the District Court's decision to deny an injunction.

Two cases are currently pending in Kansas. In the first case filed, *Xcaliber International Limited, LLC v. Kline*, the plaintiffs seek to enjoin, preliminarily and permanently, Kansas's enforcement of its Allocable Share Release Amendment as preempted by the federal antitrust laws, expressly based on the same facts that were before the District Court in the *Freedom Holdings* case in New York. The complaint challenges only the Allocable Share Amendment but purports to reserve the right to challenge the Kansas Qualifying Statute in its entirety. On February 7, 2006, the District Court granted the state's motion for summary judgment and dismissed the case on its merits and denied the plaintiffs' motion to supplement the record with additional facts. On February 16, 2006, the plaintiffs appealed to the Court of Appeals for the Tenth Circuit. On March 8, 2006, the Tenth Circuit granted Xcaliber's motion to consolidate this case with *Xcaliber v. Edmondson* (described above) for oral argument, and oral argument was held in September 2006. In the second case, *International Tobacco Partners Ltd. v. Kline*, the plaintiff seeks a declaratory judgment that the Allocable Share Release Amendment is preempted by federal antitrust laws and certain provisions of the U.S. Constitution and preliminary and permanent injunctions against the enforcement of the Allocable Share Release Amendment. On January 30, 2006, the plaintiff amended the complaint, which now seeks to enjoin the enforcement of Kansas's Complementary Legislation and Kansas's Qualifying Statute in their entirety. Although the complaint asserts that the MSA is also preempted by federal antitrust laws and certain provisions of the U.S. Constitution, it does not specifically seek to enjoin the enforcement thereof. Kansas filed a motion to dismiss on February 28, 2006. On April 24, 2006, plaintiff filed a motion for summary judgment. On February 8, 2007, the court granted Kansas' motion and dismissed the case. On March 9, 2007, the plaintiff appealed this dismissal.

The plaintiffs in *Freedom Holdings* filed a motion with the federal Judicial Panel on Multidistrict Litigation (the "MDL Panel") requesting that the Tennessee, Kentucky, and Oklahoma cases described above, together with *Grand River*, be transferred to the Southern District of New York for coordinated and consolidated pretrial proceedings with *Freedom Holdings*. On June 16, 2005, the MDL Panel denied this motion. The MDL Panel's denial of this motion is not subject to appeal.

If there is an adverse ruling in one or more of the cases discussed above, it could have a material adverse effect on: (1) the amount of Revenues available to the Issuer to make Turbo Redemptions and pay principal or Accreted Value of and interest on the Series 2007 Bonds, could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds; or (2) the secondary market for the Series 2007 Bonds and, as a result, lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds, which, in certain circumstances, could lead to a complete loss of a Bondholder's investment. For a description of the opinions of Bond Counsel addressing such matters, see "LEGAL CONSIDERATIONS—MSA Enforceability" and "LEGAL CONSIDERATIONS—Qualifying Statute Constitutionality" herein.

Litigation Seeking Monetary Relief from Tobacco Industry Participants

The tobacco industry has been the target of litigation for many years. Both individual and class action lawsuits have been brought by or on behalf of smokers alleging that smoking has been injurious to their health, and by non-smokers alleging harm from environmental tobacco smoke ("ETS"), also known as "secondhand smoke." Plaintiffs in these actions seek compensatory and punitive damages aggregating billions of dollars. Philip Morris, for example, has reported that, as of August 1, 2007, there were 10 cases on appeal in which verdicts were returned against Philip Morris, including: (1) a \$74 billion punitive damages judgment against Philip Morris in the *Engle* class action, which has been overturned on appeal by the Florida Supreme Court; and (2) a compensatory and punitive damages verdict totaling approximately \$10.1 billion in the *Price* case in Illinois. On December 15, 2005, however, the Illinois Supreme Court reversed the judgment against Philip Morris in *Price* and remanded the case to the trial court with instructions to dismiss the case in its entirety. In its decision, the court held that the defendant's conduct alleged by the plaintiffs to be fraudulent under the Illinois Consumer Fraud Act was specifically authorized

by the Federal Trade Commission, and that the Illinois Consumer Fraud Act specifically exempts conduct so authorized by a regulatory body acting under the authority of the U.S. The court declined to review the case on the merits, concluding that the action was barred entirely by the Illinois Consumer Fraud Act. In January 2006, the plaintiffs filed a motion asking the court to reconsider its decision in *Price*. On May 5, 2006, the Supreme Court of Illinois denied this motion. In October 2006, plaintiffs filed a petition for certiorari with the U.S. Supreme Court. On November 27, 2006, the U.S. Supreme Court denied plaintiff's petition for certiorari. See "CERTAIN INFORMATION RELATING TO THE TOBACCO INDUSTRY — Civil Litigation" herein. The trial court then entered an order of dismissal in December 2006. In January 2007, the plaintiff filed a motion to vacate the dismissal, which motion is pending. It has been reported that on May 2, 2007 the state trial court judge in the *Price* case asked the Illinois Fifth District Appellate Court whether he has the authority to reopen the *Price* case, citing possible new evidence presented in a case pending before the U.S. Supreme Court. It has also been reported that on May 17, 2007, Philip Morris petitioned the Illinois Supreme Court for an order that would prevent the trial court judge from reopening the *Price* case.

The MSA does not release PMs from liability in either individual or class action cases. Healthcare cost recovery cases have also been brought by governmental and non-governmental healthcare providers seeking, among other things, reimbursement for healthcare expenditures incurred in connection with the treatment of medical conditions allegedly caused by smoking. The PMs are also exposed to liability in these cases, because the MSA only settled healthcare cost recovery claims of the Settling States. Litigation has also been brought against certain PMs and their affiliates in foreign countries.

Pending claims related to tobacco products generally fall within four categories: (1) smoking and health cases alleging personal injury and purporting to be brought on behalf of a class of individual plaintiffs, including cases brought pursuant to a 1997 settlement agreement involving claims by flight attendants on U.S. airlines alleging injury from exposure to ETS in aircraft cabins; (2) smoking and health cases alleging personal injury brought on behalf of individual plaintiffs; (3) health care cost recovery cases brought by governmental (both domestic and foreign) and non-governmental plaintiffs seeking reimbursement for health care expenditures allegedly caused by cigarette smoking and/or disgorgement of profits; and (4) other tobacco-related litigation, including class action suits alleging that the use of the terms "Lights" and "Ultra Lights" constitute deceptive and unfair trade practices, suits by former asbestos manufacturers seeking contribution or reimbursement for amounts expended in connection with the defense and payment of asbestos claims that were allegedly caused in whole or in part by cigarette smoking, and various antitrust suits and suits by foreign governments seeking to recover damages for taxes lost as a result of the allegedly illegal importation of cigarettes into their jurisdictions. Plaintiffs seek various forms of relief, including compensatory and punitive damages, treble/multiple damages and other statutory damages and penalties, creation of medical monitoring and smoking cessation funds, disgorgement of profits, legal fees, and injunctive and equitable relief. Defenses raised in these cases include lack of proximate cause, statutes of limitation and preemption by the Federal Cigarette Labeling and Advertising Act. A February 2007 California Supreme Court decision (*Grisham v. Philip Morris*) regarding a statute of limitations issue in an individual case has held that the plaintiff need not have filed suit when she realized she was addicted, thus permitting her lawsuit to go forward after a lower court had held her claim to be time-barred. This decision could lead to an increase in individual lawsuits in California.

The ultimate outcome of these and any other pending or future lawsuits is uncertain. Verdicts of substantial magnitude that are enforceable as to one or more PMs, if they occur, could encourage commencement of additional litigation, or could negatively affect perceptions of potential triers of fact with respect to the tobacco industry, possibly to the detriment of pending litigation. An unfavorable outcome or settlement or one or more adverse judgments could result in a decision by the affected PMs to substantially increase cigarette prices, thereby reducing cigarette consumption beyond what is forecast in the Global Insight Cigarette Consumption Report. In addition, the financial condition of any or all of the PM defendants could be materially and adversely affected by the ultimate outcome of pending litigation, including bonding and litigation costs or a verdict or verdicts awarding substantial compensatory or punitive damages. Depending upon the magnitude of any such negative financial impact (and irrespective of whether the PM is thereby rendered insolvent), an adverse outcome in one or more of the lawsuits could substantially impair the affected PM's ability to make payments under the MSA, could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds and could have a material adverse effect on: (1) the amount of Revenues available to the Issuer to make Turbo Redemptions and pay principal or Accreted Value of and interest on the Series 2007 Bonds; or (2) the secondary market for the Series 2007 Bonds and, as a result, lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds, which in certain

circumstances could lead to a complete loss of a Bondholder's investment. See "CERTAIN INFORMATION RELATING TO THE TOBACCO INDUSTRY – Civil Litigation" and "LEGAL CONSIDERATIONS" herein.

Decline in Cigarette Consumption Materially Beyond Forecasted Levels May Adversely Affect Payments

Smoking Trends. As discussed in the Global Insight Cigarette Consumption Report, cigarette consumption in the U.S. has declined since its peak in 1981 of 640 billion cigarettes to an estimated 373 billion cigarettes in 2006. Adult per capita cigarette consumption (total consumption divided by the number of people 18 years and older) has been declining since 1964. The Global Insight Cigarette Consumption Report forecasts a continued decline in total cigarette consumption at an average annual rate of 1.81% to 149 billion cigarettes in 2057 under the Global Insight Base Case Forecast (as defined herein), which represents a decline in per capita consumption at an average rate of 2.51% per year. These consumption declines are based on historical trends, which may not be indicative of future trends, as well as other factors which may vary significantly from those assumed or forecasted by Global Insight.

On March 8, 2006, the National Association of Attorneys General and the American Legacy Foundation jointly announced that cigarette consumption in 2005 had fallen to 378 billion cigarettes. The Global Insight 2005 estimate of 381 billion cigarettes is slightly higher. For a more detailed discussion of the Global Insight methodology, see "— GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT" herein and APPENDIX A "— GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT" attached hereto.

According to the Global Insight Cigarette Consumption Report, the pharmaceutical industry is seeking approval from the U.S. Food and Drug Administration (the "FDA") for two new smoking cessation products possibly more effective than those now in existence, such as gum and patch nicotine replacement products, and other smoking cessation products such as NicoBloc or Zyban. The FDA has approved Varenicline, a Pfizer product, to be marketed as Chantix, for use as a prescription medicine. It is intended to satisfy nicotine cravings without being pleasurable or addictive. The drug binds to the same brain receptor as nicotine. Tests indicate that it is more effective as a cessation aid than Zyban. Pfizer has introduced Chantix with a novel marketing program, GETQUIT, an integrated consumer support system which emphasizes personalized treatment advice with regular phone and email contact. On May 14, 2005, Cytos Biotechnology AG, announced that it had successfully completed Phase II testing of a virus-based vaccine, which is genetically engineered to attract an immune system response against nicotine and its effects. The company now plans to begin Phase III trials. Nabi Biopharmaceuticals is in Phase IIB clinical trials for NicVAX, a vaccine to prevent and treat nicotine addiction. It triggers antibodies that bind with nicotine molecules. On March 9, 2006, NicVAX received Fast Track Designation from the FDA, which is intended to expedite its review process. The company expects to move to Phase III trials in the second half of 2007. The Xenova Group is set to begin Phase II testing of its similar vaccine, Ta-Nic. Positive results were also reported in July 2006 by Somaxon Pharmaceuticals from a pilot Phase II study of Nalmefene. Nalmefene has been used for over 10 years for the reversal of opioid drug effects. The company is seeking to develop it as a treatment for impulse control disorders. Global Insight expects that products such as these will continue to be developed and that their introduction and use will contribute to the trend decline in smoking. One SPM has also introduced a cigarette with reportedly little or no nicotine. Future FDA regulation could also include regulation of nicotine content in cigarettes to non-addictive levels. Such new products or similar products, if successful, or such FDA regulation, if enacted, could have a material adverse effect on cigarette consumption.

Smokeless Tobacco Products. Smokeless tobacco products have been available for centuries. As cigarette consumption expanded in the last century, the use of smokeless products declined. Chewing tobacco and snuff are the most significant components. Snuff is a ground or powdered form of tobacco that is placed under the lip to dissolve. It delivers nicotine effectively to the body. Moist snuff is both smoke-free and can be spit-free. According to the Global Insight Consumption Report, chewing tobacco and dry snuff consumption has been declining in the U.S. in this decade, but moist snuff consumption has increased at an annual rate of more than 5% since 2002, and by 10.4% in 2006, when over 5 million consumers purchased 1.1 billion cans. Snuff is now being marketed to adult cigarette smokers as an alternative to cigarettes. UST Inc., the largest producer of moist smokeless tobacco, is explicitly targeting adult smoker conversion in its growth strategy. The industry is responding to both the proliferation of indoor smoking bans and to a perception that smokeless use is a less harmful mode of tobacco and nicotine usage than cigarettes. In 2006, the three largest U.S. cigarette manufacturers entered the market. Philip Morris introduced a snuff product, Taboka, Reynolds American acquired Conwood Company, L.P., the second largest domestic smokeless-tobacco manufacturer, and introduced Camel Snus, a snuff product, and

Lorillard entered into an agreement with Swedish Match North America to develop a smokeless tobacco product in the United States. In June 2007, Altria Group announced that it will be entering the snuff market with a product using the “Marlboro” name. Test marketing of the new product is expected to begin in August.

Advocates of the use of snuff as part of a tobacco harm reduction strategy point to Sweden, where ‘snus,’ a moist snuff manufactured by Swedish Match, use has increased sharply since 1970, and where cigarette smoking incidence among males has declined to levels well below that of other countries. A review of the literature on the Swedish experience concludes that snus, relative to cigarettes, delivers lower concentrations of some harmful chemicals, and does not appear to cause cancer or respiratory diseases. They conclude that snus use appears to have contributed to the unusually low rates of smoking among Swedish men. The Sweden experience is unique, even with respect to its Northern European neighbors. It is not clear whether it could be replicated elsewhere. Public health advocates in the U.S. emphasize that smokeless use results in both nicotine dependence and to increased risks of oral cancer among other health concerns. Snuff use is also often criticized as a gateway to cigarette use.

A decline in the overall consumption of cigarettes beyond the levels forecasted in the Global Insight Cigarette Consumption Report could have a material adverse effect on the payments by PMs under the MSA and the amounts of Revenues available to the Issuer to make payments with respect to the Series 2007 Bonds, including Turbo Redemption payments.

Regulatory Restrictions and Legislative Initiatives. The tobacco industry is subject to a wide range of laws and regulations regarding the marketing, sale, taxation and use of tobacco products imposed by local, state, federal and foreign governments. Various state governments have adopted or are considering, among other things, legislation and regulations that would increase their excise taxes on cigarettes, restrict displays and advertising of tobacco products, establish ignition propensity standards for cigarettes, raise the minimum age to possess or purchase tobacco products, ban the sale of “flavored” cigarette brands, require the disclosure of ingredients used in the manufacture of tobacco products, impose restrictions on smoking in public and private areas, restrict the sale of tobacco products directly to consumers or other unlicensed recipients, including over the Internet, and charge state employees who smoke higher health insurance premiums than non-smoking state employees. Five states, Alabama, Georgia, Idaho, Kentucky, and West Virginia, charge higher health insurance premiums to smokers than non-smokers, and a number of states have implemented legislation that allows employers to provide incentives to state employees who do not smoke. Several large corporations, including Meijer Inc., Gannett Co., American Financial Group Inc., PepsiCo Inc., and Northwest Airlines, are now charging smokers higher health insurance premiums. In addition, the U.S. Congress may consider legislation further increasing the federal excise tax, regulation of cigarette manufacturing and sale by the FDA, amendments to the Federal Cigarette Labeling and Advertising Act to require additional warnings, reduction or elimination of the tax deductibility of advertising expenses, implementation of a national standard for “fire-safe” cigarettes, regulation of the retail sale of cigarettes over the Internet and in other non-face-to-face retail transactions, such as by mail order and telephone, and banning the delivery of cigarettes by the U.S. Postal Service. In March 2005, for example, bipartisan legislation was reintroduced in the U.S. Congress, which would provide the FDA with broad authority to regulate tobacco products. A bi-partisan group of lawmakers, Massachusetts Senator Edward M. Kennedy, Texas Senator John Cornyn, California Representative Henry Waxman and Virginia Representative Tom Davis, on February 15, 2007 introduced the Family Smoking Prevention and Tobacco Control Act, legislation aimed at placing tobacco products under the authority of the FDA. The bill would give the FDA broad regulatory authority over the sale, distribution, and advertising of tobacco products. Such legislation would, among other anticipated changes, permit the FDA to strengthen warning labels, reduce nicotine levels in tobacco products, police false or misleading advertising and marketing aimed at children and would require manufacturers to provide the FDA with lists of ingredients and additives in their products, including nicotine. Philip Morris has indicated its strong support for this legislation. It has been recently reported that various states, including the State, have requested the Alcohol Tax and Trade Bureau to categorize “little cigars” as another form of cigarettes that require federal regulation. No assurance can be given that future federal or state legislation or administrative regulations will not seek to further regulate, restrict or discourage the manufacture, sale and use of cigarettes

Cigarettes are also currently subject to substantial excise taxes in the U.S. The federal excise tax has remained constant, at \$0.39 per pack of 20 cigarettes, since 2002. This March the U.S. Senate included a \$0.61 increase in the federal excise tax in an amendment to its proposed budget for the 2008 fiscal year, which begins October 1, 2007. The amendment was designed to provide funding for the State Children's Health Insurance Program. House and Senate leaders have indicated that the excise tax is just one of many funding options for the

program. If enacted the federal excise tax would equal \$1.00 per pack. According to Global Insight's Consumption Report, should the federal excise tax increase to \$1.00 per pack, the resulting price increase, would, according to its model, lead to a sharper, one-time, consumption decline of 4.3%, or 15.5 billion cigarettes, by 2009. The difference with Global Insight's Base Case forecast would be somewhat lower over the longer term, because forecast assumptions incorporate the likelihood of significant excise tax increases over time.

All states, the District of Columbia, and the Commonwealth of Puerto Rico currently impose taxes at levels ranging from \$0.07 per pack in South Carolina to \$2.575 per pack in New Jersey. In addition, certain municipalities also impose an excise tax on cigarettes ranging up to \$1.50 per pack in New York City and \$2.68 per pack in Chicago, which includes the Cook County tax of \$2.00 per pack. According to the Global Insight Cigarette Consumption Report, excise tax increases were enacted in 20 states and in New York City in 2002, in 13 states in 2003, in 11 states in 2004, and in 8 states (Kentucky, Maine, Minnesota, New Hampshire, North Carolina, Ohio, Virginia, and Washington) in 2005. The increase in Minnesota was not a tax increase, but rather the imposition of a "Health Impact Fee," which has the same effect on consumer prices. Global Insight's Consumption Report considers any such fees as equivalent to excise taxes. In 2006, Texas passed a budget that raised the state excise tax by \$1.00 in January 2007. In 2006, Hawaii, New Jersey, North Carolina, and Vermont enacted legislation which raised excise taxes and in the November 2006 elections referenda passed in Arizona and South Dakota raising excise taxes. In 2007 Connecticut, Delaware, Iowa, Indiana, New Hampshire and Tennessee have each increased its excise taxes. These actions increased the average state excise tax to \$1.074 per pack. It is expected that other states will also enact increases in 2007 and in future years. After California voters rejected a ballot initiative on November 7, 2006 that would have raised the tax from \$0.87 to \$3.47 per pack, California lawmakers introduced three new smoking related bills that would: (a) raise the average tax by \$1.90 per pack; (b) impose a fine of \$100 on anyone smoking in a car with a child under the age of 18 present; and (c) ban smoking in state parks and on beaches.

As mentioned above, at least one state, Minnesota (a Previously-Settled State), currently imposes a 75-cent "health impact fee" on tobacco manufacturers for each pack of cigarettes sold. The purpose of this fee is to recover the state's health costs related to or caused by tobacco use. The imposition of this fee was contested by Philip Morris and upheld by the Minnesota Supreme Court as not in violation of Minnesota's settlement with the tobacco companies. On February 20, 2007, the U.S. Supreme Court declined to hear Philip Morris' appeal of that decision. See "-Other Potential Payment Decreases Under the Terms of the MSA - *NPM Adjustment*" herein.

According to the Global Insight Cigarette Consumption Report, all of the states and the District of Columbia now require smoke-free indoor air to some degree or in some public places. The most comprehensive bans have been enacted since 1998 in 26 states and a number of large cities. In 1998, California imposed a comprehensive smoking ban for all indoor workplaces, including restaurants and bars. Delaware followed suit in 2002, and in 2003, Connecticut, Maine, New York, and Florida passed similar comprehensive bans, as did the cities of Boston and Dallas. Since then Arizona, Arkansas, Colorado, the District of Columbia, Hawaii, Illinois, Louisiana, Maryland, Massachusetts, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New Mexico, Ohio, Oregon, Rhode Island, Tennessee, Utah, Vermont, Washington, and Puerto Rico established similar bans, as did the cities of Baltimore, Chicago, Houston, and Philadelphia. The New Mexico, Washington State and Chicago restrictions are stronger than those in other states as they include a ban on outdoor smoking within 25 feet of the entrances of restaurants and other public places. It is expected that these restrictions will continue to proliferate. For example, in July 2007, at least 4 states are considering legislation which would enact comprehensive bans.

The American Nonsmokers' Rights Foundation documents clean indoor air ordinances by local governments throughout the U.S. As of July 3, 2007, there were 2,617 municipalities with indoor smoking restrictions. Of these, 477 local governments required workplaces to be 100% smoke-free, and 100% smoke-free conditions were required for restaurants by 430 governments, and for bars by 318. The number of such ordinances grew rapidly beginning in the 1980s, from less than 200 in 1985 to over 1,000 by 1993, and 1,500 by 2001. The ordinances completely restricting smoking in restaurants and bars have generally appeared in the past decade. In 1993 only 13 municipalities prohibited all smoking in restaurants, and 6 in bars. These numbers grew to 49 for restaurants and 32 for bars in 1998, and doubled again by 2001, to 100 and 74, respectively.

The first extensive outdoor smoking restrictions were instituted in March 2006 in Calabasas, California. The California municipalities of Belmont, Beverly Hills, Dublin, El Cajon, Emeryville, and Santa Monica have also established extensive outdoor restrictions, as have Davis County and the City of Murray in Utah. Burbank,

California is expected to follow suit, and in June 2007 an Oakland City Council member proposed an outdoor ban. Also, the Belmont City Council has announced that it will draft a law that restricts smoking anywhere in the city except for single-family detached homes. In the past year, San Diego City and Los Angeles, Santa Cruz and San Mateo Counties have banned smoking at beaches and parks, joining over 30 other Southern California cities in prohibiting smoking on the beach. The beach restrictions may soon become statewide. Nassau County, New York and Volusia County, Florida are also considering park and beach bans. At least 43 colleges nationwide now prohibit smoking everywhere on campus. California and Nevada have banned smoking in state prisons. Arkansas, Louisiana, Texas and Rockland County, New York now prohibit smoking in a car where there are children present, and similar legislation has been proposed in Arizona, California, Connecticut, Indiana, Iowa, Kansas, Massachusetts, Montana, New Jersey, New York, Oregon, Rhode Island, South Carolina, Utah, West Virginia, and in Bangor, Maine.

In June 2006, the Office of The Surgeon General released a report, "The Health Consequences of Involuntary Exposure to Tobacco Smoke." It is a comprehensive review of health effects of involuntary exposure to tobacco smoke. It concludes definitively that secondhand smoke causes disease and adverse respiratory effects. It also concludes that policies creating completely smoke-free environments are the most economical and efficient approaches to providing protection to non-smokers. The report is expected to strengthen arguments in favor of further smoking restrictions across the country. Further, the California Environmental Protection Agency Air Resources Board declared environmental tobacco smoke to be a toxic air contaminant in 2006.

The attorneys general of the Settling States, including the Attorney General of the State, have obtained agreements from Philip Morris, Reynolds Tobacco, and B&W that they will remove product advertisements from various magazines that are circulated in schools for educational purposes.

No assurance can be given that future federal or state legislation or administrative regulations will not seek to further regulate, restrict or discourage the manufacture, sale and use of cigarettes. Excise tax increases and other legislative or regulatory measures could severely increase the cost of cigarettes, limit or prohibit the sale of cigarettes, make cigarettes less appealing to smokers or reduce the addictive qualities of cigarettes. As a result of these types of initiatives and other measures, the overall consumption of cigarettes nationwide may decrease materially more than forecasted in the Global Insight Cigarette Consumption Report and thereby could have a material adverse effect on the payments by PMs under the MSA, could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds and could have a material adverse effect on: (1) the amount of Revenues available to the Issuer to make Turbo Redemptions and pay principal or Accreted Value of and interest on the Series 2007 Bonds; or (2) the secondary market for the Series 2007 Bonds and, as a result, lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds, which in certain circumstances could lead to a complete loss of a Bondholder's investment. See "CERTAIN INFORMATION RELATING TO THE TOBACCO INDUSTRY – Regulatory Issues" herein.

Other Potential Payment Decreases Under the Terms of the MSA

Adjustments to MSA Payments. The MSA provides that the amounts payable by the PMs are subject to numerous adjustments, offsets and recalculations, some of which are material. Such adjustments, offsets and recalculations, could reduce the TSRs available to the Issuer below the respective amounts required to pay the principal or Accreted Value of and interest on the Series 2007 Bonds and could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds, which in certain circumstances could lead to a complete loss of a Bondholder's investment. Both the Settling States and one or more of the PMs are disputing or have disputed the calculations of some of the Initial Payments for the years 2000 through 2003, and some Annual Payments for the years 2000 through 2007. No assurance can be given as to the magnitude of the adjustments that may result upon resolution of those disputes. Any such adjustments could trigger the Offset for Miscalculated or Disputed Payments. For additional information regarding the MSA and the payment adjustments, see "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT" herein.

The assumptions used to project Revenues (the source of the payments on the Series 2007 Bonds) are based on the premise that certain adjustments will occur as set forth under "METHODOLOGY AND BOND STRUCTURING ASSUMPTIONS" herein. Actual adjustments could be materially different from what has been assumed and described herein.

Growth of NPM Market Share and Other Factors. The assumptions used to project Revenues and structure the Series 2007 Bonds contemplate declining consumption of cigarettes in the U.S. combined with a static relative market share of 5.6%* for the NPMs. See “SUMMARY OF BOND STRUCTURING ASSUMPTIONS AND AMORTIZATION” herein. Should the forecasted decline in consumption occur, but be accompanied by a material increase in the relative aggregate market share of the NPMs, shipments by PMs would decline at a rate greater than the decline in consumption. This would result in greater reductions of Annual Payments and Strategic Contribution Fund Payments by the PMs due to application of the Volume Adjustment, even for Settling States (including the State) that have adopted enforceable Qualifying Statutes and are diligently enforcing such statutes and are thus exempt from the NPM Adjustment. One SPM has introduced a cigarette with reportedly no nicotine. If consumers used the product to quit smoking, it could reduce the size of the cigarette market. The capital costs required to establish a profitable cigarette manufacturing facility are relatively low, and new cigarette manufacturers, whether SPMs or NPMs, are less likely than OPMs to be subject to frequent litigation.

The Model Statute in its original form had required each NPM to make escrow deposits approximately in the amount that the NPM would have had to pay had it been a PM, but entitled the NPM to a release, from each Settling State in which the NPM had made an escrow deposit, of the amount by which the escrow deposit exceeds that Settling State’s allocable share of the total payments that the NPM would have been required to make had it been a PM. At least 44 Settling States, including the State, have enacted, and other states are considering enacting, legislation that amends this provision in their Model/Qualifying Statutes, by eliminating the reference to the allocable share and limiting the possible release an NPM may obtain to the excess above the total payment that the NPM would have paid had it been a PM (so called “**Allocable Share Release Legislation**”). The National Association of Attorneys General (“**NAAG**”) has endorsed these legislative efforts. A majority of the PMs, including all OPMs, have indicated their agreement in writing that in the event a Settling State enacts legislation substantially in the form of the Allocable Share Release Legislation, such Settling State’s previously enacted Qualifying Statute will continue to constitute a Qualifying Statute within the meaning of the MSA. Following a challenge by NPMs, the U.S. District Court for the Southern District of New York in September 2004 enjoined New York from enforcing its Allocable Share Release Legislation. NPMs are also currently challenging Allocable Share Release Legislation in the states of California, Arkansas, Kansas, Kentucky, Louisiana, Oklahoma, and Tennessee. It is possible that NPMs will challenge such legislation in other states. See “—Litigation Challenging the MSA, the Qualifying Statutes and Related Legislation” herein. To the extent that either: (1) other states do not enact or enforce Allocable Share Release Legislation; or (2) a state’s Allocable Share Release Legislation is invalidated, NPMs could concentrate sales in such states to take advantage of the absence of Allocable Share Release Legislation by limiting the amount of its escrow payment obligations to only a fraction of the payment it would have been required to make had it been a PM. Because the price of cigarettes affects consumption, NPM cost advantage is one of the factors that has resulted and could continue to result in increases in market share for the NPMs.

A significant loss of market share by PMs to NPMs could have a material adverse effect on: (1) the amount of Revenues available to the Issuer to make Turbo Redemptions and pay principal or Accreted Value of and interest on the Series 2007 Bonds; or (2) the secondary market for the Series 2007 Bonds and, as a result, lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds, which in certain circumstances could lead to a complete loss of a Bondholder’s investment. See “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Adjustments to Payments” and “GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT” herein.

NPM Adjustment

Description of the NPM Adjustment. The NPM Adjustment, measured by domestic sales of cigarettes by NPMs, operates in certain circumstances to reduce the payments of the PMs under the MSA in the event of losses in market share to NPMs during a calendar year as a result of the MSA. Three conditions must be met in order to trigger an NPM Adjustment for one or more Settling States: (1) a Market Share Loss (as defined in the MSA) for the applicable year must exist, which means that the aggregate market share of the PMs in any year must fall more than 2% below the aggregate market share held by those same PMs in 1997 (a condition that has existed for every year since 2000); (2) a nationally recognized firm of economic consultants must determine that the disadvantages

* The aggregate market share of NPMs utilized in the Collection Methodology and Assumptions may differ materially from the market share information utilized by the MSA Auditor when calculating the NPM Adjustments.

experienced as a result of the provisions of the MSA were a significant factor contributing to the market share loss for the year in question; and (3) the Settling States in question must be found to not have diligently enforced their Qualifying Statutes.* The Settling States and the PMs selected The Brattle Group in May 2004 as the current economic consultants responsible for making the significant factor determinations.

Application of the NPM Adjustment. The entire NPM Adjustment is ultimately applied to a subsequent year's Annual Payment and Strategic Contribution Fund Payment due to those Settling States: (1) that have been found to have not diligently enforced their Qualifying Statutes throughout the year; or (2) that have enacted a Qualifying Statute that is declared invalid or unenforceable by a court of competent jurisdiction. The 1997 market share percentage for the PMs, less 2%, is defined in the MSA as the "**Base Aggregate Participating Manufacturer Market Share.**" If the PMs' actual aggregate market share is between 0% and 16⅔% less than the Base Aggregate Participating Manufacturer Market Share, the amounts paid by the PMs would be decreased by three times the percentage decrease in the PMs' actual aggregate market share. If, however, the PMs' market share loss is greater than 16⅔%, then the NPM Adjustment will equal 50% plus an amount determined by formula as set forth in the footnote below.†

The MSA further provides that in no event shall the amount of an NPM Adjustment applied to any Settling State in any given year exceed the amount of Annual Payments and Strategic Contribution Fund Payments to be received by such Settling State in such year.

Regardless of how the NPM Adjustment is calculated, it is always subtracted from the total Annual Payments and Strategic Contribution Fund Payments due from the PMs and then ultimately allocated on a Pro Rata (as defined in the MSA) basis only among those Settling States: (1) that have been proven to have not diligently enforced their Qualifying Statute; or (2) that have enacted a Qualifying Statute that is declared invalid or unenforceable by a court of competent jurisdiction.‡ However, the practical effect of a decision by a PM to claim an NPM Adjustment for a given year and pay its portion of the amount of such claimed NPM Adjustment into the Disputed Payments Account, or withhold payment of such amount, would be to reduce the payments to all Settling States on a Pro Rata basis until, for any particular Settling State, a resolution is reached regarding the diligent enforcement dispute for such state for such year or until, for all Settling States, a global settlement is reached for all such disputes for such year. If the PMs make a claim for an NPM Adjustment for any particular year and the State is determined to be one of a few states (or the only state) not to have diligently enforced its Qualifying Statute in such year, the amount of the NPM Adjustment applied to the State in the year following such determination could be as great as the amount of Annual Payments and Strategic Contribution Fund Payments that would otherwise have been received by the State in such year and would have a material adverse effect on the amounts of Revenues available to make payments with respect to the Series 2007 Bonds, including Turbo Redemptions payments.

Settlement of Calendar 1999 through 2002 NPM Adjustment Claims. In June 2003, the PMs and the Settling States settled all NPM Adjustment claims for the years 1999 through 2002, subject, however, under limited circumstances, to the reinstatement of an OPM's right to an NPM Adjustment for the years 2001 and 2002. In connection therewith, the OPMs and the Settling States agreed prospectively that OPMs claiming an NPM Adjustment for any year will not make such a deposit into the Disputed Payments Account or withhold payment with respect thereto unless and until the selected economic consultants determine that the disadvantages of the MSA were a significant factor contributing to the market share loss giving rise to the alleged NPM Adjustment. If the selected economic consultants make such a "significant factor" determination regarding a year for which one or more OPMs have claimed an NPM Adjustment, such OPMs may, in fact, either make a deposit into the Disputed Payments Account or withhold payment reflecting the claimed NPM Adjustment. See "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT — Adjustments to Payments" herein.

* The NPM Adjustment does not apply at all if the number of cigarettes shipped in or to the United States in the year prior to the year in which the payment is due by all manufacturers that were PMs prior to December 7, 1998 exceeds the number of cigarettes shipped in or to the United States by all such PMs in 1997.

† If the aggregate market share loss from the Base Aggregate Participating Manufacturer Share is greater than 16⅔%, the NPM Adjustment will be calculated as follows:

$$\begin{aligned} \text{NPM Adjustment} &= 50\% + \\ &[50\% / (\text{Base Aggregate Participating Manufacturer Market Share} - 16\frac{2}{3}\%)] \\ &\times [\text{market share loss} - 16\frac{2}{3}\%] \end{aligned}$$

‡ If a court of competent jurisdiction declares a Settling States' Qualifying Statute to be invalid or unenforceable, then the NPM Adjustment for such state is limited to no more, on a yearly basis, than 65% of the amount of such state's allocated payment.

The State has indicated that the 2005 Annual Payments by the OPMs were made without a diversion of any portion thereof into the Disputed Payments Account for the Settling States. According to the State, however, it has been reported that eleven SPMs paid approximately \$84 million of their 2005 Annual Payments into the Disputed Payments Account for the Settling States as a result of alleged disputes, including disputes related to NPM Adjustments. Unlike the OPMs, the SPMs had not agreed, as part of their settlement of calendar 1999 through 2002 NPM Adjustment Claims, to await the finding of a significant factor determination before taking such action. Of this \$84 million, approximately \$44 million represented payments by six SPMs relating to cigarettes sold in 2003. Following litigation brought by the State of New York challenging such actions, the six SPMs released such \$44 million to the Settling States. Such release of money, however, does not represent final settlement of any alleged disputes. In addition, more than \$18 million due from various SPMs was withheld on April 15, 2005.

Significant Factor Determination for Calendar Year 2003. On March 27, 2006, The Brattle Group made its final determination, which final determination is publicly available, that the disadvantages experienced as a result of the MSA were a significant factor contributing to the Market Share Loss for calendar year 2003. The MSA Auditor had previously determined that the Market Share Loss in 2003 was 5.95%, reflecting the difference between the PMs' 99.58% 1997 market share and their 91.63% 2003 market share less 2%. Of the total 7.95% differential, The Brattle Group determined that 3% to 3.5% was attributable to the MSA and then compared 3% to 3.5% to 7.95% in making its significant factor determination. In a statement dated March 28, 2006, the Attorneys General of Iowa and Idaho, the co-chairs of the NAAG Tobacco Committee, stated, among other things, that the Settling States believe it would not be appropriate for a PM to withhold any portion of the April 2006 Annual Payment. According to the statement, the Settling States believe that the PMs must still prove to a court that the Settling States have not diligently enforced their Qualifying Statutes and also believe that every Settling State will be found to have diligently enforced its Qualifying Statute in 2003. It has been reported, however, that the general counsel of Reynolds American stated that he believes not all states were diligently enforcing their Qualifying Statutes.

Effect of Calendar 2003 NPM Adjustment Claim on 2006 Annual Payments. Philip Morris and Reynolds American believe that the size of the NPM Adjustment attributable to 2003 is approximately \$1.2 billion (representing a \$1.14 billion NPM Adjustment of approximately 17.85% of the 2004 Annual Payment, with interest). On March 31, 2006, Philip Morris made its full \$3.4 billion payment, even though it believes that payment should eventually be subject to downward adjustment by operation of the calendar 2003 NPM Adjustment, and it intends to continue to negotiate with the Settling States' Attorneys General for, and reserved its right to claim, a reduction of its payment. Lorillard paid approximately \$558 million of its 2006 Annual Payment on March 31, 2006 and deposited the balance of the 2006 Annual Payment, \$108 million, into the Disputed Payments Account pending final non-appealable resolution of the diligent enforcement issue with respect to 2003. Additionally, Reynolds American paid approximately \$2.016 billion of its Annual Payment obligation for 2006, of which \$647 million was deposited in the Disputed Payment Account pending resolution of the diligent enforcement issue in 2003. According to the co-chairs of the NAAG Tobacco Committee, in a statement released on April 18, 2006, the Annual Payments paid by Lorillard and Reynolds American to the Settling States constitute about 82% of the amount that was due. The three SPMs from whom the largest payments were due made substantial payments. However, one of the three paid a portion of its payment to the Disputed Payments Account, and the other two each withheld a portion of the payment due from them. A majority of the Settling States have given notice to the PMs of each such Settling State's intent to commence enforcement proceedings under the MSA, compelling the PMs to make the 2006 Annual Payment without diminution for any NPM Adjustment so long as there has not yet been a final non-appealable resolution of the diligent enforcement issue for such Settling State for the year in question.

Vibo Corporation d/b/a General Tobacco, an SPM, paid \$96 million of its 2006 Annual Payment in April 2006 and paid the balance, \$11.5 million, in June 2006. General Tobacco reportedly maintains that it is entitled to a reduction based on the market share loss it experienced after joining the MSA, but has elected to make the full payments pending final adjudication regarding the actual final payments due.

In their April 18, 2006 statement, the co-chairs of the NAAG Tobacco Committee restated that the Settling States believe that no NPM Adjustment would be found to apply and, thus, the Settling States are entitled to receive the full payment due under the MSA. They stated that each Settling State has enacted a Qualifying Statute, that the states all believe they have diligently enforced their Qualifying Statute, and that they will ultimately receive the money in dispute. The statement further stated that the issues of diligent enforcement are not subject to arbitration and will be litigated in the courts of each state. Many of the Settling States have initiated legal action in their state courts to ensure full payment. On September 13, 2006, Reynolds American and certain other PMs sent letters to the Settling States that had not yet objected to arbitration of the NPM Adjustment or that had not yet filed legal

proceedings relating to the dispute regarding a claimed NPM Adjustment for 2003 in their respective state courts. These letters stated that unless the Settling States indicated otherwise, it would be assumed that these Settling States would not object to such arbitration. All but one of the Settling States that received these letters responded that they would not agree to submit the dispute to arbitration and would oppose any effort to compel arbitration of the dispute. PMs have filed motions in the courts of each of these Settling States (except certain of the Territories) to compel arbitration.

Altria has reported that 38 states have instituted legal proceedings in their respective state courts against the PMs. They each claim that they diligently enforced their Qualifying Statute and request that the respective court enter a declaratory order finding that the 2006 Annual Payment is not subject to a 2003 NPM Adjustment, and that the PMs are not entitled to withhold or pay into the Disputed Payments Account any portion of the 2006 Annual Payment. They also assert that in June 2003, the OPMs unconditionally released the Settling States from all claims that they may have with respect to cigarettes sold or shipped from 1999 through 2002. As previously noted, the OPMs and the Settling States entered into agreements that resolved a variety of disputes relating to cigarette sales and MSA payments from 1999 through 2002. The Settling States maintain that, since an NPM Adjustment for 2003 would be based upon cigarettes sold or shipped in 2002, the release in the June 2003 agreements bars the OPMs from claiming an NPM Adjustment for 2003.

Calendar 2004 NPM Adjustment. In April 2006, the OPMs initiated NPM Adjustment proceedings seeking a downward adjustment of their annual payments under the MSA for 2004. It has been reported that The Brattle Group rendered its final determination on February 12, 2007 to the effect that the disadvantages experienced as a result of the MSA were a "significant factor" contributing to the Market Share Loss for calendar year 2004. Each state may nonetheless avoid a downward adjustment to its share of the PMs' annual payment for 2004 if it establishes that it diligently enforced a qualifying escrow statute during the entirety of 2004. Any downward adjustment is then potentially re-allocated to states that do not establish such diligent enforcement. It has been reported that the calendar year 2004 NPM Adjustment for the OPMs is approximately \$1.14 billion. There is no certainty that the PMs will ultimately receive any adjustment as a result of these proceedings. If the PMs do receive such an adjustment, the adjustment may be applied as a credit against future MSA payments and would be allocated among the PMs pursuant to the MSA's provisions for allocation of the NPM Adjustment among the PMs. On March 30, 2007, Philip Morris reported that it made its full \$3.5 billion payment, which amount includes approximately \$400 million that Philip Morris disputes it owes by operation of the calendar 2004 NPM Adjustment. Philip Morris stated that it hoped that its full payment will facilitate an expeditious resolution of NPM Adjustment disputes, whether by settlement or by arbitration. Reynolds American and Lorillard, on the other hand, collectively paid approximately \$672 million of their aggregate 2007 annual payment into the Disputed Payments Account based on a claim of entitlement to an NPM Adjustment for 2004. Settlement discussions are currently ongoing between the Attorneys General of the Settling States and the OPMs in an attempt to effect a national settlement of both outstanding and subsequent NPM Adjustment claims, with the goal of replacing the current NPM Adjustment dispute resolution methodology with one that is more predictable and less subjective. Any such settlement in a given Settling State would have to be approved by such Settling State.

Calendar 2005 NPM Adjustment. Altria has reported that it is participating in an NPM Adjustment proceeding before The Brattle Group to determine whether the disadvantages of the MSA were a significant factor contributing to the PMs' collective loss of market share in 2005. Altria has reported that The Brattle Group is expected to render its final determination on the significant factor issue for 2005 some time in January 2008.

Resolution of Diligent Enforcement Disputes. As previously noted, any Settling State that adopts, maintains and diligently enforces its Qualifying Statute is exempt from the NPM Adjustment. The State has adopted the Model Statute (which is a Qualifying Statute under the MSA). No provision of the MSA, however, attempts to define what activities, if undertaken by a Settling State, would constitute diligent enforcement. The California Attorney General's office has stated that the State has been and is diligently enforcing its Qualifying Statute. Furthermore, the MSA does not explicitly state which party bears the burden of proving or disproving whether a Settling State has diligently enforced its Qualifying Statute or whether any diligent enforcement dispute would be resolved in state courts or through arbitration. As of June 8, 2007, the 43 state courts (including the State) that have thus far considered the issue of whether a diligent enforcement dispute should be resolved in state courts or through arbitration have held in favor of the arbitration process. As of June 14, 2007, 42 state courts have ordered arbitration of the 2003 NPM Adjustment. Twenty-one states have final orders compelling arbitration and 20 states have orders to compel arbitration that are at various stages of appellate review, including writs and appeals. One state court,

Louisiana, determined that state court is the proper forum for disputes regarding diligent enforcement of the Qualifying Statute. Certain of these decisions are the subject of appeals and, because the time period for taking appeals has not yet expired, further appeals can be expected. Most recently, in *State of North Dakota v. Philip Morris, Inc.*, the North Dakota Supreme Court reversed the decision of the District Court for the County of Cass which had concluded that diligent enforcement disputes should be resolved in state court. The MSA provides that arbitration, if required by the MSA, will be governed by the United States Federal Arbitration Act. The decision of an arbitration panel under the Federal Arbitration Act may only be overturned under limited circumstances, including a showing of a manifest disregard of the law by the panel. At the present time, there are hearings pending in many other states regarding whether arbitration is the appropriate forum for these disputes. The Attorney General of the State believes that the court in each Settling State that retains continuing jurisdiction over the MSA should make the determination as to diligent enforcement of such state's Qualifying Statute. Regardless of the forum in which a diligent enforcement dispute is heard, no assurance can be given as to how long it will take to resolve such a dispute with finality.

Effect of Complementary Legislation. At least 44 of the Settling States, including the State, and the District of Columbia have passed, and various states are considering, legislation (often termed "**Complementary Legislation**") to further ensure that NPMs are making required escrow payments under the Qualifying Statutes. Under the State's Complementary Legislation, every tobacco product manufacturer, which sells a "Unit Sold" as defined by the MSA in the State is required to certify annually that it is an NPM and that it is in full compliance with the State's Qualifying Statute. A distributor may not affix or cause to be affixed, stamps to individual packages of cigarettes to be sold or distributed in the State by a distributor licensed in the State if the attorney general has notified the distributor that the tobacco product manufacturer of those cigarettes has: (i) failed to become a participating manufacturer as defined in Article 3, Chapter 1, Part 3, Division 103, Section 104555 *et seq.* of the California Health and Safety Code; and (ii) failed to create a qualified escrow fund and make the required deposits in the escrow funds pursuant to Article 3, Chapter 1, Part 3, Division 103, Section 104555 *et seq.* of the California Health and Safety Code for any cigarettes the distributor sold or distributed for that tobacco product manufacturer in the State. A distributor who violates such article is subject to fine, suspension or revocation of its license, as the case may be, pursuant to Article 3, Chapter 1, Part 3, Division 103, Section 104555 *et seq.* of the California Health and Safety Code.

All of the OPMs and other PMs have provided written assurances that the Settling States have no duty to enact Complementary Legislation, that the failure to enact such a legislation will not be used in determining whether a state has diligently enforced its Qualifying Statute pursuant to the terms of the MSA, and that the diligent enforcement obligations under the MSA shall not apply to the Complementary Legislation. In addition, the written assurances contain an agreement that the Complementary Legislation will not constitute an amendment to a Settling State's Qualifying Statute. However, a determination that a state's Complementary Legislation is invalid may make enforcement of its Qualifying Statute more difficult, which could lead to an increase in the market share of NPMs, resulting in a reduction of Annual Payments and Strategic Contribution Fund Payments under the MSA. The New York Complementary Legislation, along with similar legislation in thirty other states, including the State, have been challenged in New York State by a group of NPMs on various constitutional grounds, including claims based on preemption by the federal antitrust laws. See "— Litigation Challenging the MSA, the Qualifying Statutes and Related Legislation" herein. See "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT — MSA Provisions Related to Model/Qualifying Statutes" and Appendix F — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — THE INDENTURE" attached hereto.

Conclusion. Future NPM Adjustment claims remain possible for calendar year 2005 and all future years. Philip Morris, Reynolds American, and Lorillard have filed an NPM Adjustment claim for the year 2004. The Brattle Group has not made any final "significant factor" determinations for any year other than 2003 and 2004. In addition, the "diligent enforcement" exemption afforded a Settling State is based on actual enforcement efforts for the calendar year preceding each Annual Payment, and could be disputed by a PM even after the final resolution of a diligent enforcement dispute related to a prior year. If the other preconditions to an NPM Adjustment exist for a given year, disputes regarding diligent enforcement for such year may be expected if the market share of the NPMs results in an NPM Adjustment that, absent the protection of the Qualifying Statutes, would apply.

Future NPM Adjustments could be as large as, or larger than, the reported potential \$1.2 billion calendar 2003 NPM Adjustment and \$1.14 billion calendar 2004 NPM Adjustment. Although a Settling State that diligently

enforces its Qualifying Statute is exempt from the NPM Adjustment, many procedural uncertainties, as described above, still remain regarding the resolution of a dispute regarding diligent enforcement. A decision by the PMs to pay the amount of a claimed NPM Adjustment into the Disputed Payments Account or to withhold payment of such an amount pending the resolution of the dispute could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds, which in certain circumstances could lead to a complete loss of a Bondholder's investment. Any such global settlement of NPM Adjustment claims for any of the years 2025 or beyond could have a material adverse effect on the amount of TSRs available to the Issuer to pay Turbo Redemptions or principal or Accreted Value at maturity of the Series 2007 Bonds. A decision by the PMs to pay the amount of a claimed NPM Adjustment into the Disputed Payments Account or to withhold payment of such an amount pending the resolution of the dispute could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds and would have a material adverse effect on the amounts of TSRs available to the Issuer to make Turbo Redemptions and other payments on the Series 2007 Bonds during such period. Should a PM be determined with finality to be entitled to an NPM Adjustment in a future year due to non-diligent enforcement of the Qualifying Statute by the State, the application of the NPM Adjustment could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds and would also have a material adverse effect on the amounts of TSRs available to the Issuer to pay Turbo Redemptions or Accreted Value of the Series 2007 Bonds. Settlement discussions are currently ongoing between the Attorneys General of the Settling States and the OPMs in an attempt to effect a national settlement of both outstanding and subsequent NPM Adjustment claims, with the goal of replacing the current NPM Adjustment dispute resolution methodology with one that is more predictable and less subjective. Any such settlement in a given Settling State would have to be approved by such Settling State. See "Disputed or Recalculated Payments" below. The structuring assumptions for the Series 2007 Bonds do not include any NPM Adjustments, nor do they include withholdings or Disputed Payment Account deposits relating to PM claims of entitlement to NPM Adjustments. See "SUMMARY OF BOND STRUCTURING ASSUMPTIONS AND AMORTIZATION."

Disputed or Recalculated Payments and Disputes under the Terms of the MSA. Miscalculations or recalculations by the MSA Auditor or disputed calculations by any of the parties to the MSA, such as those described above under "NPM Adjustment," have resulted and could in the future result in offsets to, or delays in disbursements of, payments to the Settling States pending resolution of the disputed item in accordance with the provisions of the MSA. By way of example, on August 30, 2004, one of the SPMs (Liggett) announced that it had notified the attorneys general of 46 states that it intended to initiate proceedings against the attorneys general for violating the terms of the MSA. It alleged that the attorneys general violated its rights and the MSA by extending unauthorized favorable financial terms to Miami-based Vibo Corporation d/b/a General Tobacco when, on August 19, 2004, the attorneys general entered into an agreement with General Tobacco allowing it to become an SPM. General Tobacco imports discount cigarettes manufactured in Colombia, South America. In the notice sent to the attorneys general, Liggett indicated that it would seek to enforce the terms of the MSA, void the agreement with General Tobacco and enjoin the Settling States and NAAG from listing General Tobacco as a PM on their websites. On August 18, 2005, Liggett and an additional four SPMs filed a motion to enforce the MSA in Kentucky. The Commonwealth of Kentucky filed its opposition, and the SPMs replied. General Tobacco intervened in the case and filed its opposition to the other SPMs' motion. The SPMs replied, and a hearing was held on the issue on November 8, 2005. On January 26, 2006 the court upheld the agreement by which General Tobacco became an SPM. An appeal was filed to the Kentucky Court of Appeals on February 14, 2006, and oral argument was heard in March 2007.

Disputes concerning payments and their calculations may be raised up to four years after the respective Payment Due Date (as defined in the MSA). The resolution of disputed payments may result in the application of an offset against subsequent Annual Payments or Strategic Contribution Fund Payments. The diversion of disputed payments to the Disputed Payments Account, the withholding of all or a portion of any disputed amounts or the application of offsets against future payments could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds and would also have a material adverse effect on: (1) the amount of Revenues available to the Issuer to make Turbo Redemptions and pay principal or Accreted Value of and interest on the Series 2007 Bonds; or (2) the secondary market for the Series 2007 Bonds and, as a result, lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds, which in certain circumstances could lead to a complete loss of a Bondholder's investment. The structuring assumptions for the Series 2007 Bonds do not factor in an offset for miscalculated or disputed payments. See "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT — Adjustments to Payments — *Offset for Miscalculated or Disputed Payments*" herein.

On June 3, 2005, the State of California filed an application in California Superior Court for San Diego seeking an enforcement order against Bekenton USA, Inc. (“**Bekenton**”), to compel Bekenton to comply with its full payment obligations under the MSA. On June 29, 2005, Bekenton filed a motion to file a suit, alleging that the State breached the Most Favored Nation (“**MFN**”) provisions of the MSA by allowing three other SPMs (Farmer’s Tobacco Co., General Tobacco, and Premier Manufacturing Incorporated) to join the MSA under more favorable terms. In a tentative ruling dated November 1, 2005, the Superior Court granted Bekenton’s motion to file suit based on this allegation. In its initial complaint, Bekenton had further alleged that: (1) the State’s agreements with Farmer’s Tobacco, General Tobacco and Premier (the “**Three Agreements**”), which required them to make certain back payments (as required by the MSA) as a precondition to joining the MSA, permitted such back payments to be made on an extended time frame; and (2) this time frame effectively “relieved” Farmer’s Tobacco, General Tobacco and Premier of certain payment obligations as PMs. Bekenton claimed that it was entitled to a similar relief under another clause of the MFN (the “**Relief Clause**”), which requires that if any PM is relieved of a payment obligation, such relief becomes applicable to all of the PMs. In the November 1, 2005 tentative ruling, the Superior Court denied Bekenton’s motion to file suit under the Relief Clause, ruling that: (1) because the Three Agreements were preconditions to allowing Farmer’s Tobacco, General Tobacco and Premier to become PMs, these companies were not “PMs” for purposes of the Relief Clause; and (2) even if Farmer’s Tobacco, General Tobacco and Premier are PMs for purposes of the Relief Clause, the payment schedules in the Three Agreements did not relieve them of any obligations. On March 15, 2006, the Superior Court adopted the November 1, 2005 tentative ruling as its final order.

Bekenton is involved in similar disputes in Kentucky and Iowa. In the Kentucky case, Bekenton failed to make its full MSA payment of approximately \$7.7 million in April 2005, and, instead, paid only \$198,000, less than 3% of the total payment due. The State of Kentucky commenced an action against Bekenton in which Bekenton claimed that under the Relief Clause it was entitled to reduce its payment as a consequence of Kentucky’s agreement with General Tobacco, which was similar to the agreement described above between the State of California and General Tobacco. On April 14, 2006, the court dismissed Bekenton’s claim for a reduction, holding that the Relief Clause was not applicable since the General Tobacco agreement did not relieve General Tobacco of any payment obligations.

In the Iowa case, the State of Iowa sought to de-list Bekenton as a PM for failing to comply with the MSA payment provisions and to prohibit Bekenton from doing business in Iowa for failing to comply with the escrow payment provisions of the Iowa Qualifying Statute. On August 11, 2005 an Iowa state court, finding that the MSA itself provides procedures for the resolution of disputes regarding MSA payments and that such procedures should be followed in this case, enjoined Iowa from “de-listing” Bekenton, permitting Bekenton to continue selling cigarettes in Iowa. In 2005, Bekenton filed for bankruptcy relief.

“Nicotine-Free” Cigarettes. The MSA contemplates that the manufacturers of cigarettes will be either a PM or an NPM. The term “cigarette” is defined in the MSA to mean any product that contains tobacco and nicotine, is intended to be burned and is likely to be offered to, or purchased by, consumers as a cigarette and includes “roll-your-own” tobacco. Should a manufacturer develop a “nicotine-free” tobacco product (intended to be burned and is likely to be offered to, or purchased by, consumers as a cigarette), such manufacturer would not be a manufacturer for purposes of the MSA. Sales of such a product could cause a reduction in Annual Payments and Strategic Contribution Payments. In addition, if consumers used the product to quit smoking, it could reduce the size of the market. The capital costs required to establish a profitable cigarette manufacturing facility are relatively low and new cigarette manufacturers are less likely to be subject to frequent litigation than OPMs. Furthermore, the Qualifying Statutes would not cover a manufacturer of such “nicotine-free” products and such manufacturer would not be required to make escrow deposits in the same manner as the NPMs are so required. Vector Group has introduced QUEST, a tobacco product that is reportedly nicotine-free.

Potential Payment Adjustments for Population Changes Under the MOU and the ARIMOU

The MOU provides that the amounts of TSRs payable are subject to adjustments for population changes. The amount of the TSRs distributed to Participating Jurisdictions, including the County, pursuant to the MOU and the ARIMOU is allocated on a per capita basis, calculated using the then most current official United States Decennial Census figures, which are currently updated every ten years. Based on the 2000 Census, 4.56% of the residents of the State resided in the County. Pursuant to the MOU and the ARIMOU, the County is therefore

entitled to an equivalent percentage of the TSRs allocable to the Participating Jurisdictions (after payments to cities that are Participating Jurisdictions). There can be no assurance that future United States Census reports will not conclude that the County represents a smaller relative percentage of the overall population of the State than in 2000, or that the TSRs payable to the County will not decline. Subsequent adjustments are expected to occur at subsequent ten-year intervals following each Census, and there can be no assurance that the percentage of TSRs payable to the County will not materially decline following such adjustments. In addition, there can be no assurance that the frequency of such Census reports will not change, or that the methodology utilized by the United States in performing the Census will not change, or that any such change in methodology would not result in a determination that the County represents a smaller relative percentage of the overall State population than reported in any prior Census.

The Global Insight Population Report states that the County's share of total State population was 4.56% in 2000, and projects that it will be 6.14% in 2010, 7.02% in 2020, 7.62% in 2030, 8.09% in 2040 and 8.53% in 2050 (the "**Global Insight Base Case Population Forecast**"). The forecast depends on projections with respect to domestic migration to and from the County among other factors. Global Insight states that County population inevitably will vary from the projections and forecasts in the Global Insight Population Report, and that the variations may be material and adverse. See "GLOBAL INSIGHT POPULATION REPORT" herein. If events occur in accordance with the assumptions and forecasts described in this Offering Circular, the projected increase in the County's share of the total State population could result in an increase of the Sold County Tobacco Assets.

Other Risks Relating to the MSA and Related Statutes

Severability. Most of the major provisions of the MSA are not severable. If a court materially modifies, renders unenforceable or finds unlawful any non-severable provision, the attorneys general of the Settling States and the OPMs are required by the MSA to attempt to negotiate substitute terms. If, however, any OPM does not agree to the substitute terms, the MSA terminates in all Settling States affected by the court's ruling. See "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Severability" herein.

Amendments, Waivers and Termination. As a settlement agreement between the PMs and the Settling States, the MSA is subject to amendment in accordance with its terms, and may be terminated upon consent of the parties thereto. Parties to the MSA, including the State, may waive the performance provisions of the MSA. The Issuer is not a party to the MSA; accordingly, neither the Issuer nor the Corporation has the right to challenge any such amendment, waiver or termination. While the economic interests of the State and the Bondholders are expected to be the same in many circumstances, no assurance can be given that such an amendment, waiver or termination of the MSA would not have a material adverse effect on the Issuer's ability to make payments to the Bondholders. See "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Amendments and Waivers" herein.

Reliance on State Enforcement of the MSA and State Impairment. The State may not convey and has not conveyed to the County, the Corporation, the Issuer or the Bondholders any right to enforce the terms of the MSA. Pursuant to its terms, the MSA, as it relates to the State, can only be enforced by the State. Although the State is entitled under the MOU to 50% of the State's allocable share of each Annual Payment and Strategic Contribution Payment under the MSA, no assurance can be given that the State will enforce any particular provision of the MSA. Failure to do so may have a material adverse effect on the Bondholders. It is possible that the State could attempt to claim some or all of the TSRs for itself or otherwise interfere with the security for the Series 2007 Bonds. In that event, the Bondholders, the Indenture Trustee, the Issuer, the Corporation or the County may assert claims based on contractual, fiduciary or constitutional rights, but no prediction can be made as to the disposition of such claims. See "LEGAL CONSIDERATIONS" herein.

Bankruptcy of a PM May Delay, Reduce, or Eliminate Payments of TSRs

The primary material source of payment for the Series 2007 Bonds is the TSRs that are paid by the PMs. Therefore, if one or more PMs were to become a debtor in a case under Title 11 of the United States Code (the "**Bankruptcy Code**"), there could be delays in or reductions or elimination of payments on the Series 2007 Bonds, and Bondholders and beneficial owners of the Bonds could incur losses on their investments. Philip Morris, by way of example, prior to the resolution of the dispute in the *Price* case in Illinois in the spring of 2003 over the size of the

required appeal bond, had publicly stated that it would not have been possible for it to post the \$12 billion bond initially ordered by the trial judge. Philip Morris also publicly stated at that time that there was a risk that immediate enforcement of the judgment would force a bankruptcy. In addition, on May 13, 2003, Alliance Tobacco Corporation, one of the SPMs, filed for bankruptcy in the Western District of Kentucky and, in September 2004, its plan of reorganization was confirmed. As part of the confirmed plan, Alliance Tobacco Corporation effectively ceased its operations in September 2004. In addition, Bekenton, Cutting Edge, Liberty Brands LLC, M/s. Dhanraj International and Virginia Carolina Corporation, Inc. have also filed for bankruptcy relief.

In the event of the bankruptcy of a PM, unless approval of the bankruptcy court is obtained, the automatic stay provisions of the Bankruptcy Code could prevent any action by the State, the County, the Issuer, the Corporation, the Indenture Trustee, the Bondholders, or the beneficial owners of the Series 2007 Bonds to collect any TSRs or any other amounts owing by the bankrupt PM. In addition, even if the bankrupt PM wanted to continue paying TSRs, it could be prohibited as a matter of law from making such payments. In particular, if it were to be determined that the MSA was not an “executory contract” under the Bankruptcy Code, then the PM may be unable to make further payments of TSRs. If the MSA is determined in a bankruptcy case to be an “executory contract” under the Bankruptcy Code, the bankrupt PM may be able to repudiate the MSA and stop making payments under it. Furthermore, payments previously made to the Bondholders or the beneficial owners of the Series 2007 Bonds could be avoided as preferential payments, so that the Bondholders and the beneficial owners of the Series 2007 Bonds would be required to return such payments to the bankrupt PM. Also, the bankrupt PM may have the power to alter the terms of its payment obligations under the MSA without the consent, and even over the objection of the State, the County, the Issuer, the Corporation, the Indenture Trustee, the Bondholders, or the beneficial owners of the Series 2007 Bonds. Finally, while there are provisions of the MSA that purport to deal with the situation when a PM goes into bankruptcy (including provisions regarding the termination of that PM’s obligations – see “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Termination of Agreement”), such provisions may be unenforceable. There may be other possible effects of a bankruptcy of a PM that could result in delays or reductions or elimination of payments on the Series 2007 Bonds. Regardless of any specific adverse determinations in a PM bankruptcy proceeding, the fact of a PM bankruptcy proceeding could have an adverse effect on the liquidity and value of the Revenues and thus could have an adverse effect on the liquidity and value of the Series 2007 Bonds. For a further discussion of certain bankruptcy issues, see “LEGAL CONSIDERATIONS” herein.

Recharacterization of Transfer of Sold County Tobacco Assets Could Void Transfer

As a matter of California law, the County does not have the authority to borrow money secured by the Sold County Tobacco Assets. Thus, if the transfer from the County to the Corporation is not a sale of the Sold County Tobacco Assets, but is instead a borrowing by the County secured by the Sold County Tobacco Assets, the transfer of the Sold County Tobacco Assets to the Corporation may be void. The County and the Corporation are taking steps to structure the transfer of the Sold County Tobacco Assets to the Corporation as an absolute sale and not as the grant of a security interest in the Sold County Tobacco Assets to secure a borrowing by the County. Nonetheless, no assurance can be given that a court would not find that the transfer of the Sold County Tobacco Assets to the Corporation is a secured borrowing. Because neither the Corporation nor the Issuer has any other funds with which to make payments on the Series 2007 Bonds, if there were such a finding, the Bondholders could suffer a loss of their entire investment.

Bankruptcy of the County

Because the County is a governmental entity, it cannot be the subject of an involuntary bankruptcy case under the Bankruptcy Code. It can become a debtor only in a voluntary case.

The County and the Corporation are taking steps to structure the transfer of the Sold County Tobacco Assets to the Corporation as an absolute sale and not as the grant of a security interest in the Sold County Tobacco Assets to secure a borrowing by the County. If the County were to become a debtor in a bankruptcy case, and a party in interest (including the County itself) were to take the position that the transfer of the Sold County Tobacco Assets to the Corporation should be recharacterized as the grant of a security interest in the Sold County Tobacco Assets, then delays in payments on the Series 2007 Bonds could result. If a court were to adopt such position, then delays or reductions or elimination of payments on the Series 2007 Bonds could result. Losses suffered by Bondholders could be even more severe because, under California state law, the County does not have the authority

to borrow money secured by the Sold County Tobacco Assets, and thus, if the transfer from the County to the Corporation is recharacterized as a borrowing, the transfer of the Sold County Tobacco Assets to the Corporation may be void. Because neither the Corporation nor the Issuer has any other funds with which to make payments on the Series 2007 Bonds, the Bondholders and the beneficial owners of the Bonds could suffer a loss of their entire investment in such circumstances.

The County, the Corporation, and the Issuer have taken steps to minimize the risk that in the event the County were to become the debtor in a bankruptcy case, a court would order that the assets and liabilities of the Corporation or the Issuer be substantively consolidated with those of the County. The Corporation is a separate, special purpose not-for-profit corporation, the organizational documents of which provide that it shall not commence a voluntary bankruptcy case without the unanimous affirmative vote of all of its directors, although this restriction may not be enforceable. The Issuer is a separate, special purpose joint powers authority, the organizational documents of which provide that it shall not commence a voluntary bankruptcy case without the unanimous affirmative vote of all of its directors, although this restriction may not be enforceable. If a party in interest (including the County itself) were to take the position that the assets and liabilities of the Corporation or the Issuer should be substantively consolidated with those of the County delays in payments on the Series 2007 Bonds could result. If a court were to adopt such position, then delays or reductions or elimination of payments on the Series 2007 Bonds could result.

Actions could be taken in a bankruptcy of the County which would adversely affect the exclusion of interest on the Series 2007 Bonds from gross income for federal income tax purposes. There may be other possible effects of the bankruptcy of the County that could result in delays or reductions or elimination of payments on the Series 2007 Bonds.

Regardless of any specific adverse determinations in a County bankruptcy proceeding, the fact of a County bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2007 Bonds. For a further discussion of certain bankruptcy issues and a description of certain legal opinions to be delivered by Bond Counsel with respect to County bankruptcy matters, see “LEGAL CONSIDERATIONS” herein.

Uncertainty as to Timing of Turbo Redemption

No assurance can be given as to the timing of redemption of the Series 2007 Bonds. No assurance can be given that actual cigarette consumption in the United States during the term of the Series 2007 Bonds will be as assumed, or that the other assumptions underlying the Series 2007 Bond Structuring Assumptions (as defined herein), including that certain adjustments and offsets will not apply to payments due under the MSA, will be consistent with future events. If actual events deviate from one or more of the assumptions underlying the Series 2007 Bond Structuring Assumptions, the amount of Revenues available to make Turbo Redemption Payments will be affected and the resulting weighted average lives of the Series 2007 Bonds will vary. Any reinvestment risks from faster amortization or extension risks from slower amortization of the Series 2007 Bonds than anticipated will be borne entirely by the Holders of the Series 2007 Bonds. See “SUMMARY OF BOND STRUCTURING ASSUMPTIONS” herein. In addition, future increases in the rate of inflation above 3% per annum in the absence of other factors, would materially shorten the life of the Series 2007 Bonds. No assurance can be given that these structuring assumptions, upon which the projections of the Turbo Redemptions are based, will be realized.

The ratings of the rated Series 2007 Bonds address the payment of principal or Accreted Value of the Series 2007 Bonds by their respective maturity. Owners of the Series 2007 Bonds bear the reinvestment risk from faster than expected amortization, as well as the extension risk from slower than expected amortization of the Series 2007 Bonds.

Limited Obligations of the Issuer

The Series 2007 Bonds are limited obligations of the Issuer, payable from and secured solely by Revenues and the other collateral pledged under the Indenture. The Bondholders have no recourse to other assets of the Issuer, including, but not limited to, any assets pledged to secure payment of any other debt obligation of the Issuer. The Series 2007 Bonds do not constitute a charge against the general credit of the Issuer or any of its Local Agencies, including the County, and under no circumstances shall the Issuer or any Local Agency, including the County, be obligated to pay the principal or Accreted Value of or interest or redemption premiums, if any, on the Series 2007

Bonds, except from the Collateral pledged therefor under the Indenture. The credit of neither the State, nor any public agency of the State (other than the Issuer), nor any Local Agency of the Issuer, including the County, is pledged to the payment of the principal or Accreted Value of or redemption premiums, if any, or interest on the Series 2007 Bonds. The Series 2007 Bonds do not constitute a debt, liability or obligation of the State or any public agency of the State (other than the Issuer) or any Local Agency of the Issuer, including the County. The County is under no obligation to make payments of the principal or Accreted Value of or redemption premiums, if any, or interest on the Series 2007 Bonds in the event that Revenues are insufficient for the payment thereof.

Limited Remedies

The Indenture Trustee is limited under the terms of the Loan Agreement and the Purchase and Sale Agreement to enforcing the terms of such agreements and to receiving the Revenues and applying them in accordance with the Indenture. The Indenture Trustee cannot sell or foreclose on the Sold County Tobacco Assets or its rights under the Loan Agreement and the Purchase and Sale Agreement. The County, the Corporation and the Issuer have not made any representation or warranty that the MSA is enforceable. The MOU provides by its terms that the distribution of tobacco-related recoveries is not subject to alteration by legislative, judicial or executive action at any level and the County has made representations as to the enforceability of the MOU and the ARIMOU. However, such agreements cannot be enforced directly by the Corporation or the Issuer and the County has agreed to use best reasonable efforts to enforce the MOU and the ARIMOU. Remedies under the Loan Agreement and the Purchase and Sale Agreement do not include the repurchase by the County of the Sold County Tobacco Assets under any circumstances, including unenforceability of the MSA or breach of any representation or warranty. There is no direct right of enforcement by anyone other than the State against the PMs as obligors to make the TSR payments needed to make payments with respect to the Series 2007 Bonds.

Limited Liquidity of the Series 2007 Bonds; Price Volatility

There is currently a limited secondary market for securities such as the Series 2007 Bonds. The Underwriters are under no obligation to make a secondary market. There can be no assurance that a secondary market for the Series 2007 Bonds will develop, or if a secondary market does develop, that it will provide Bondholders with liquidity or that it will continue for the life of the Series 2007 Bonds. Tobacco settlement securitization bonds generally have also exhibited greater price volatility than traditional municipal bonds. Any purchaser of the Series 2007 Bonds must be prepared to hold such securities for an indefinite period of time or until final redemption of such securities.

Limitation on Transferability

The Series 2007E Bonds and the Series 2007F Bonds (each such Bond previously defined herein as a “Restricted Bond”) are being reoffered only to “Qualified Institutional Buyers” as such term is defined in Rule 144A under the Securities Act of 1933. Upon purchase of a Restricted Bond, a purchaser will be deemed to have (1) represented that it is a Qualified Institutional Buyer and that it is acquiring such Restricted Bond for its own account or for the account of a Qualified Institutional Buyer; (2) represented that as of the date of its purchase of such Restricted Bond it has a holding of Series 2007E Bonds in an amount equal to at least \$100,000 in aggregate purchase price or that it has a holding of Series 2007F Bonds in an amount equal to at least \$250,000 in aggregate purchase price; (3) agreed that any purchase of a Restricted Bond that does not comport with such representations in (1) and (2) above will deprive the Holder of any right to enforce the provisions of the Indenture; and (4) agreed that it would only offer, resell, pledge or otherwise transfer such Restricted Bond to a Qualified Institutional Buyer and inform subsequent purchasers of these resale restrictions applicable to the Restricted Bonds. See Appendix F – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” attached hereto.

Limited Nature of Ratings; Reduction, Suspension or Withdrawal of a Rating

Any rating assigned to the rated Series 2007 Bonds by Fitch Ratings will reflect such Rating Agency’s assessment of the likelihood of the payment of principal or Accreted Value when due on the Series 2007 Bonds. Any such rating will not address the likelihood that the Turbo Redemptions will be made by any certain date. The ratings of the rated Series 2007 Bonds will not be a recommendation to purchase, hold or sell such Bonds and such ratings will not address the marketability of such Bonds, any market price or suitability for a particular investor.

There is no assurance that any rating will remain for any given period of time or that any rating will not be lowered, suspended or withdrawn entirely by Fitch Ratings if, in such Rating Agency's judgment, circumstances so warrant based on factors prevailing at the time. Any such reduction, suspension or withdrawal of a rating, if it were to occur, could adversely affect the availability of a market for, or the market price of, the rated Series 2007 Bonds. No request has been made and no rating has been assigned to the Series 2000F Bonds. See "RATINGS" herein.

Fitch Ratings' view of the tobacco industry is a key factor in its ratings of tobacco settlement securitizations. Fitch Ratings recently revised its outlook on the unsecured credit profile of the tobacco industry from negative to stable. See "RATINGS" herein.

LEGAL CONSIDERATIONS

The following discussion summarizes some, but not all, of the possible legal issues that could affect the Series 2007 Bonds. The discussion does not address every possible legal challenge that could result in a decision that would cause Revenues to be reduced or eliminated. References in the discussion to various opinions of Bond Counsel are incomplete summaries of such opinions and are qualified in their entirety by reference to the actual opinions.

Bankruptcy of a PM

Because the only significant source of payment for the Series 2007 Bonds is the TSRs paid by the PMs, if one or more PMs were to become a debtor in a case under the Bankruptcy Code, there could be delays or reductions in or elimination of payments on the Series 2007 Bonds. See "RISK FACTORS – Bankruptcy of a PM May Delay, Reduce, or Eliminate Payments of TSRs" herein.

In the bankruptcy of a PM, the automatic stay provisions of the Bankruptcy Code could prevent (unless approval of the bankruptcy court was obtained) any action by the State, the Issuer, the County, the Corporation, the Indenture Trustee, the Bondholders or the beneficial owners of the Bonds to collect any TSRs or any other amounts owing by the bankrupt PM. In addition, even if the bankrupt PM wanted to continue paying TSRs, it could be prohibited as a matter of law from making such payments. In particular, if it were to be determined that the MSA was not an "executory contract" under the Bankruptcy Code, then the PM may be unable to make further payments of TSRs. Bond Counsel will render an opinion to Fitch Ratings that, subject to all the assumptions, qualifications, and limitations set forth therein, if a PM were to become the debtor in a case under the Bankruptcy Code, and the matter were properly briefed and presented to a federal court with jurisdiction over such bankruptcy case, the court, exercising reasonable judgment after full consideration of all relevant factors, would hold that the MSA is an "executory contract" under Section 365 of the Bankruptcy Code. Certain of the assumptions contained in this opinion will be assumptions that certain facts or circumstances will exist or occur, but Bond Counsel can provide no assurance that such facts or circumstances will exist or occur as assumed in the opinion. This opinion will be based on an analysis of existing laws and court decisions, and will cover certain matters not directly addressed by such authorities. There are no court decisions directly on point, there are court decisions that could be viewed as contrary to the conclusions expressed in the opinion, and the matter is not free from doubt. Accordingly, no assurance can be given that a particular court would not hold that the MSA is not an executory contract, thus resulting in delays or reductions in, or elimination of, payments on the Bonds.

If the MSA is an "executory contract" under the Bankruptcy Code, the bankrupt PM may be able to repudiate the MSA and stop making payments under it, thus resulting in delays or reductions in, or elimination of, payments on the Series 2007 Bonds.

Furthermore, payments previously made to the Holders or the Beneficial Owners of the Series 2007 Bonds could be avoided as preferential payments, so that the Holders and the Beneficial Owners would be required to return such payments to the bankrupt PM. Also, the bankrupt PM may have the power to alter the terms of its payment obligations under the MSA without the consent, and even over the objection, of the State, the Issuer, the Corporation, the County, the Indenture Trustee and the Holders and Beneficial Owners of the Series 2007 Bonds. Finally, while there are provisions of the MSA that purport to deal with the situation when a PM goes into bankruptcy (including provisions regarding the termination of that PM's obligations – see "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Termination of Agreement"), such provisions may be unenforceable.

There may be other possible effects of a bankruptcy of a PM that could result in delays or reductions in, or elimination of, payments on the Series 2007 Bonds. Regardless of any specific adverse determinations in a PM bankruptcy proceeding, the fact of a PM bankruptcy proceeding could have an adverse effect on the liquidity and value of the Revenues and thus could have an adverse effect on the liquidity and value of the Series 2007 Bonds.

Recharacterization of Transfer of Sold County Tobacco Assets Could Void Transfer

As a matter of California state law, the County does not have the authority to borrow money secured by the Sold County Tobacco Assets. Thus, if the transfer from the County to the Corporation is not a sale of the Sold County Tobacco Assets, but is instead a borrowing by the County secured by the Sold County Tobacco Assets, the transfer of the Sold County Tobacco Assets to the Corporation may be void. The County and the Corporation are taking steps to structure the transfer of the Sold County Tobacco Assets to the Corporation as an absolute sale and not as the grant of a security interest in the Sold County Tobacco Assets to secure a borrowing by the County. Nonetheless, no assurance can be given that a court would not find that the transfer of the Sold County Tobacco Assets to the Corporation is a secured borrowing. Because neither the Corporation nor the Issuer has any other funds with which to make payments on the Series 2007 Bonds, if there were such a finding, the Bondholders could suffer a loss of their entire investment.

Bankruptcy of the County

Because the County is a governmental entity, it cannot be the subject of an involuntary bankruptcy case under the Bankruptcy Code. The County can become a debtor only in a voluntary case.

The County and the Corporation are taking steps to structure the transfer of the Sold County Tobacco Assets to the Corporation as an absolute sale and not as a grant of a security interest in the Sold County Tobacco Assets to secure a borrowing by the County. If the County were to become a debtor in a bankruptcy case, and a party in interest (including the County itself) were to take the position that the transfer of the Sold County Tobacco Assets to the Corporation should be recharacterized as the grant of a security interest in the Sold County Tobacco Assets, then delays in payments on the Bonds could result. If a court were to adopt such position, then delays or reductions in or elimination of payments on the Bonds could result. Losses suffered by Bondholders and Beneficial Owners could be even more severe because, under California state law, the County does not have the authority to borrow money secured by the Sold County Tobacco Assets, and thus, if the transfer from the County to the Corporation is recharacterized as a borrowing, the transfer of the Sold County Tobacco Assets to the Corporation may be void. Because neither the Corporation nor the Issuer has any other funds with which to make payments on the Bonds, the Bondholders could suffer a loss of their entire investment in such circumstances. See “RISK FACTORS—Recharacterization of Transfer of Sold County Tobacco Assets Could Void Transfer.”

Bond Counsel will render an opinion to Fitch Ratings that, subject to all the assumptions, qualifications, and limitations set forth therein, if the County were to become the debtor in a case under the Bankruptcy Code, and the matter were properly briefed and presented to a federal court with jurisdiction over such bankruptcy case, the court, exercising reasonable judgment after full consideration of all relevant factors, would hold that a transfer of the right to be paid the Sold County Tobacco Assets by the County to the Corporation in the form and manner set forth in the Purchase and Sale Agreement would constitute an absolute sale of the right to be paid the Sold County Tobacco Assets, rather than a borrowing by the County secured by the right to be paid the Sold County Tobacco Assets, so that the right to be paid the Sold County Tobacco Assets would not be property of the estate of County under Section 902(1) of the Bankruptcy Code. Certain of the assumptions contained in this opinion will be assumptions that certain facts or circumstances will exist or occur, but Bond Counsel can provide no assurance that such facts or circumstances will exist or occur as assumed in the opinion. This opinion will be based on an analysis of existing laws and court decisions, and will cover certain matters not directly addressed by such authorities. There are no court decisions directly on point, there are court decisions that could be viewed as contrary to the conclusions expressed in the opinion, and the matter is not free from doubt. Accordingly, no assurance can be given that a court would not hold that the transfer of the right to be paid the Sold County Tobacco Assets to the Corporation should be recharacterized as the grant of a security interest in the right to be paid the Sold County Tobacco Assets, thus resulting in delays or reductions in, or elimination of, payments on the Bonds.

The County, the Corporation, and the Issuer are each taking steps to minimize the risk that in the event the County were to become the debtor in a bankruptcy case, a court would order that the assets and liabilities of the

Corporation or the Issuer be substantively consolidated with those of the County. The Corporation is a separate, special purpose not-for-profit corporation, the organizational documents of which include provisions to the effect that the Corporation shall not commence a voluntary bankruptcy case without the unanimous affirmative vote of all of its directors, including its independent director, although these provisions may not be enforceable. See “THE CORPORATION” herein. The Issuer is a separate special purpose joint powers authority. See “THE AUTHORITY” herein.

Bond Counsel will render an opinion to Fitch Ratings that, subject to all the assumptions, qualifications, and limitations set forth therein, if the County were to become the debtor in a case under the Bankruptcy Code, and the matter were properly briefed and presented to a federal court with jurisdiction over such bankruptcy case, the court, exercising reasonable judgment after full consideration of all relevant factors, would not order, over the objection of the parties to the transactions contemplated by the transaction documents, the substantive consolidation of the assets and liabilities of the Corporation or the Issuer with those of the County. Certain of the assumptions contained in this opinion will be assumptions that certain facts or circumstances will exist or occur, but Bond Counsel can provide no assurance that such facts or circumstances will exist or occur as assumed in the opinion. This opinion will be based on an analysis of existing laws and court decisions, and will cover certain matters not directly addressed by such authorities. There are no court decisions directly on point, there are court decisions that could be viewed as contrary to the conclusions expressed in the opinion, and the matter is not free from doubt. Accordingly, no assurance can be given that if the County were to become a debtor in a bankruptcy case, a court would not order that the assets and liabilities of the Corporation or the Issuer be consolidated with those of the County, thus resulting in delays or reductions in, or elimination of, payments on the Bonds.

Actions could be taken in a bankruptcy of the County which would adversely affect the exclusion of interest on the Series 2007 Bonds from gross income for federal income tax purposes. There may be other possible effects of a bankruptcy of the County that could result in delays or reductions in, or elimination of, payments on the Series 2007 Bonds.

Regardless of any specific adverse determinations in a County bankruptcy proceeding, the fact of a County bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2007 Bonds.

MSA Enforceability

Most of the major provisions of the MSA are not severable. If a court materially modifies, renders unenforceable or finds unlawful any nonseverable provision, the attorneys general of the Settling States and the OPMs are required by the MSA to attempt to negotiate substitute terms. However, if any OPM does not agree to the substitute terms, the MSA would terminate in all Settling States affected by the court’s ruling. Even if substitute terms are agreed upon, payments under such terms may be less than payments under the MSA, could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds and could have a material adverse effect on: (1) the amount of Revenues available to the Issuer to make Turbo Redemptions and pay principal or Accreted Value of and interest on the Series 2007 Bonds; or (2) the secondary market for the Series 2007 Bonds and, as a result, lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds, which in certain circumstances could lead to a complete loss of a Bondholder’s investment.

Certain cigarette manufacturers, cigarette importers, cigarette distributors, Native American tribes and smokers’ rights organizations have filed actions against some, and in certain cases all, of the signatories to the MSA alleging, among other things, that the MSA violates provisions of the United States Constitution, federal antitrust laws, federal civil rights laws, state constitutions, state consumer protection laws and unfair competition laws, which actions, if ultimately successful, could result in a determination that the MSA is void or unenforceable. The lawsuits seek, among other things, an injunction against one or more of the Settling States from collecting any moneys under the MSA and barring the PMs from collecting cigarette price increases related to the MSA or a determination that the MSA is void or unenforceable. To date, such challenges have not been ultimately successful, although four cases have survived pre-trial motions and have proceeded to a stage of litigation where the ultimate outcome may be determined in part by findings of fact based on extrinsic evidence as to the operation and impact of the MSA and appeals are pending or still possible in certain other cases. The terms of the MSA are currently being challenged and may continue to be challenged in the future. A determination by a court that a nonseverable provision of the MSA is void or voidable would, in the absence of an agreement to a substitute term as described above, result in the termination of the MSA in any Settling States affected by the court’s ruling. Accordingly, in the event of an adverse

court ruling, Bondholders could incur a complete loss of their investment. See “RISK FACTORS – Litigation Challenging the MSA, the Qualifying Statutes and Related Legislation” herein.

In rendering the opinion described below, Bond Counsel considered the claims asserted in the above-referenced lawsuits (see “RISK FACTORS – Litigation Challenging the MSA, the Qualifying Statutes and Related Legislation” herein), which it believes are representative of the legal theories that an opponent of the MSA would advance in an attempt to invalidate the MSA. Subject to the assumptions and qualifications set forth below, Bond Counsel will render an opinion to Fitch Ratings that, subject to all the assumptions, qualifications and limitations set forth therein, and although there can be no assurances that a court applying existing legal principles would not hold otherwise, a court applying existing legal principles to the facts would find the MSA to be a valid and enforceable agreement under federal and California law among the State and the tobacco companies who are parties thereto.

Qualifying Statute Constitutionality

The Qualifying Statutes and related legislation, like the MSA, have also been the subject of litigation in cases alleging that the Qualifying Statutes and related legislation violate certain provisions of the federal and state constitutions or are preempted by federal antitrust laws. The lawsuits seek, among other things, injunctions against the enforcement of the Qualifying Statutes and related legislation. To date such challenges have not been ultimately successful, although the enforcement of Allocable Share Release Amendments has been preliminarily enjoined in New York and certain other states. Appeals are pending or still possible in certain cases. The Qualifying Statutes and related legislation may also continue to be challenged in the future. Although a determination that the Qualifying Statute is unconstitutional would have no effect on the enforceability of the MSA, such a determination could have an adverse effect on payments to be made under the MSA if an NPM were to gain market share in the future and there occurred the requisite impact on the market share of PMs under the MSA. See “RISK FACTORS – Litigation Challenging the MSA, the Qualifying Statutes and Related Legislation” herein.

In rendering the opinions described below, Bond Counsel considered the claims asserted in the above-referenced lawsuits (see “RISK FACTORS – Litigation Challenging the MSA, the Qualifying Statutes and Related Legislation” herein) as well as other federal and state constitutional and statutory claims which it believes are representative of the legal theories that an opponent of the Qualifying Statute would advance in an attempt to invalidate the Qualifying Statute. Subject to the assumptions and qualifications set forth below, Bond Counsel will render an opinion to Fitch Ratings that, subject to all the facts, assumptions and qualifications set forth therein, and although there can be no assurance that a court applying existing legal principles would not hold otherwise, that a court applying existing legal principles to the facts would find California’s Qualifying Statute to be valid, enforceable and constitutional in all material respects under federal and California law. In rendering its opinion, Bond Counsel will rely upon a letter dated January 19, 2000, from counsel to the OPMs, confirming that the OPMs would not dispute that California’s Qualifying Statute constitutes a “model statute” under the MSA.

Limitations on Opinions of Counsel

A court’s decision regarding the matters upon which a lawyer is opining would be based on such court’s own analysis and interpretation of the factual evidence before it and of applicable legal principles. Thus, if a court reached a result different from that expressed in an opinion, such as that the MSA is void or voidable or that California’s Qualifying Statute is unenforceable, it would not necessarily constitute reversible error or be inconsistent with that opinion. An opinion of counsel is not a prediction of what a particular court (including any appellate court) that reached the issue on the merits would hold, but, instead, is the opinion of such counsel as to the proper result to be reached by a court applying existing legal rules to the facts as properly found after appropriate briefing and argument and, in addition, is not a guarantee, warranty or representation, but rather reflects the informed professional judgment of such counsel as to specific questions of law. Opinions of counsel are not binding on any court or party to a court proceeding. The descriptions of the opinions set forth herein are summaries, do not purport to be complete and are qualified in their entirety by the opinions themselves.

Enforcement of Rights to TSRs

It is possible that the State could in the future attempt to claim some or all of the TSRs for itself, or otherwise interfere with the security for the Series 2007 Bonds. In that event, the Bondholders, the Indenture

Trustee, the Issuer, the Corporation, or the County may assert claims based on contractual, fiduciary, or constitutional rights, but no prediction can be made as to the disposition of such claims.

Contractual Remedies. Under California law, settlements are treated as contracts and may be enforced according to their terms. The MOU is a court-approved settlement that establishes the County's right to receive the TSRs and to bring suit against the State to enforce its right to receive the TSRs. The Purchase and Sale Agreement obligates the County to take all necessary action to protect the Corporation's interest in the Sold County Tobacco Assets. Thus, if the State violates the provisions of the MOU so as to impair the County's right to the Sold County Tobacco Assets, the Indenture Trustee, as assignee of the Corporation rights under the Purchase and Sale Agreement, could seek to compel the County to enforce its payment rights under the MOU. Such enforcement costs will be paid from the Operating Account. As interested parties, the Corporation on its own behalf and the Indenture Trustee on behalf of the Bondholders could also seek to enforce the County's rights under the MOU, although, since they are not parties to the MOU they may not have enforceable rights to do so.

Fiduciary Relationship Remedies. As the lead California plaintiff in the class action lawsuit underlying the MOU, the State stands in a relationship of faith and trust with the other class members, including the County. Among other fiduciary obligations, the State as lead plaintiff bears a duty to protect faithfully the settlement interests of the other class members. Consequently, action by the State, either unilaterally or by agreement with the OPMs, to amend the MOU, or otherwise impair the County's rights to the Sold County Tobacco Assets without its consent, may constitute a breach of the State's fiduciary duties, but it is likely that the State would deny such a breach and no prediction can be made as to the outcome of such a claim.

Constitutional Claims. The Bondholders are entitled to the benefit of the prohibitions in the United States Constitution's Contract Clause against any state's impairment of the obligation of contracts. The State has entered into the MOU and the ARIMOU allocating the State's share of the benefits of the MSA among itself, and Local Agencies, including the County. The Sold County Tobacco Assets and money derived therefrom are the sole source of payment for the Series 2007 Bonds.

Based on the U.S. Supreme Court's standard of review for Contract Clause challenges in *Energy Reserves Group, Inc. v. Kansas Power & Light Co.*, the State must justify the exercise of its inherent police power to safeguard the vital interests of its people before the State may alter the MSA, the MOU or the financing arrangements in a manner that would substantially impair the rights of the Bondholders to be paid from the Sold County Tobacco Assets. However, to justify the enactment by the State of legislation that substantially impairs the contractual rights of the Bondholders to be paid from the Collateral, the State must demonstrate a significant and legitimate public purpose, such as the remedying of a broad and general social or economic problem. In the event that the State demonstrates a significant and legitimate public purpose for such legislation, the State must also show that the impairment of the Bondholders' rights are based upon reasonable conditions and are of a character appropriate to the public purpose justifying the legislation's adoption.

Finally, the Bondholders may also have constitutional claims under the Due Process Clauses of the United States and State Constitutions.

No Assurance as to the Outcome of Litigation

With respect to all matters of litigation that have been brought and may in the future be brought against the PMs, or involving the enforceability of the MSA or constitutionality of California's Qualifying Statute or the enforcement of the right to the TSRs or otherwise filed in connection with the tobacco industry or affecting the Series 2007 Bonds, the outcome of such litigation, in general, cannot be determined with certainty and depends, among other things, on (i) the issues being appropriately presented and argued before the courts (including the applicable appellate courts) and (ii) on the courts, having been presented with such issues, correctly applying applicable legal principles in reaching appropriate decisions regarding the merits. In addition, the courts may, in their exercise of equitable jurisdiction, reach judgments based not upon the legal merits but upon a balancing of the equities among the parties. Accordingly, no assurance can be given as to the outcome of any such litigation and any such adverse outcome could lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds and could have a material adverse effect on: (1) the amount of Revenues available to the Issuer to make Turbo Redemptions and pay principal or Accreted Value of and interest on the Series 2007 Bonds; or (2) the secondary

market for the Series 2007 Bonds and, as a result, lead to a decrease in the market value and/or the liquidity of the Series 2007 Bonds, which in certain circumstances could lead to a complete loss of a Bondholder's investment.

THE ISSUER

The Issuer is a public entity created by a Joint Exercise of Powers Agreement (the “**Joint Powers Agreement**”), dated as of July 18, 2007, between the County and the County of San Bernardino, California (the “**Partner County**”), pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code (Section 6500 and following). The Issuer was created, in part to finance and refinance the County Tobacco Assets and to securitize, sell, purchase or otherwise dispose of, or administer some or all of the County Tobacco Assets and to provide for the exercise of additional powers given to a joint powers entity under Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500-6599), including, but not limited to, the Marks-Roos Local Bond Pooling Act of 1985.

The Issuer is a separate entity from its Local Agencies (including the County), and its debts, liabilities and obligations do not constitute debts, liabilities or obligations of the Local Agencies.

Board of Directors

The Issuer is administered by a Board of Directors (the “**Board**”), whose members are at all times designees of the Governing Body of each Local Agency (the “**Governing Body**”), being the Board of Supervisors of the County and the Board of Supervisors of the Partner County. The Governing Body of the County has designated two members to the Board and the Governing Body of the Partner County has designated one director to the Board. The County and the Partner County are the only Local Agencies of the Issuer. The Board will take no action except upon the affirmative vote of the majority of the directors present.

Officers

The officers of the Issuer are the Chair, Vice-Chair, Secretary and Treasurer/Controller. Pursuant to the Joint Powers Agreement, the Chair shall be one of the members of the Board designated as such by the Governing Body of the County, the Clerk of the Board of Supervisors of the County shall be the Secretary, the Treasurer-Tax Collector of the County shall be the Treasurer/Controller, and the Vice-Chair shall be selected by the Board.

THE CORPORATION

The Corporation is organized under California law as a nonprofit public benefit corporation. The Corporation is governed by a three-person board of directors consisting of two directors who may be employees of the County and one independent director who was not, for the five-year period prior to being elected as independent director, and during the continuation of serving as independent director will not become, and any member of his or her family was not for such five year period and will not become: (1) an employee, director, member of the County's Board of Supervisors, consultant, agent, attorney, accountant or officer of the Corporation or the County (other than his or her service as an independent director of the Corporation or any other special purpose entity that is substantially similar to the Corporation and that shall have been created for the limited purpose of facilitating discrete financing transactions); or (2) a creditor (other than being a creditor of the County by virtue of being a taxpayer or resident of the County), customer or supplier of the Corporation or the County. The Corporation has no material assets other than the Sold County Tobacco Assets. The Corporation was organized for the special purpose of financing the purchase of the Sold County Tobacco Assets.

ESTIMATED SOURCES AND USES OF FUNDS

Sources of Funds:	
Initial Principal Amount of the Series 2007 Bonds	\$ 294,084,291
Net Original Issue Discount	<u>(2,897,709)</u>
Total Sources	<u>\$ 291,186,582</u>
Uses of Funds:	
Net Proceeds to the Corporation	\$ 271,587,629
Operating Account	200,000
Deposit to Debt Service Reserve Account ⁽¹⁾	16,092,825
Deposit to Series 2007A Capitalized Interest Subaccount ⁽²⁾	991,201
Costs of Issuance ⁽³⁾	<u>2,314,927</u>
Total Uses	<u>\$ 291,186,582</u>

⁽¹⁾ Secures the Series 2007A Bonds and the Series 2007B Bonds only.

⁽²⁾ Includes capitalized interest on the Series 2007A Bonds from their date of delivery to December 1, 2007.

⁽³⁾ Includes underwriters' discount, legal fees, rating agencies fees, verification agents fees, printing costs and certain other expenses related to the issuance of the Series 2007 Bonds.

THE SERIES 2007 BONDS

The following summary describes certain terms of the Series 2007 Bonds. This summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the provisions of the Indenture and the Series 2007 Bonds. Terms used herein and not previously defined have the meanings ascribed to them in Appendix F – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" attached hereto. Copies of the Indenture, the Loan Agreement and the Purchase and Sale Agreement may be obtained upon written request to the Indenture Trustee.

General

The Series 2007 Bonds will be dated their date of delivery and will initially accrue or accrete interest at the rates and mature on the dates set forth on the inside cover of this Offering Circular.

The Series 2007 Bonds will initially be represented by one certificate for each maturity of the Series 2007 Bonds registered in the name of DTC, New York, New York or its nominee. DTC will act as securities depository for the Series 2007 Bonds. Beneficial Owners of the Series 2007 Bonds will not receive physical delivery of the Series 2007 Bonds. See Appendix G – "BOOK-ENTRY ONLY SYSTEM" attached hereto. The Series 2007A Bonds will be issued in the principal amounts set forth on the inside cover to this Offering Circular. The Series 2007B Bonds, the Series 2007C Bonds the Series 2007D Bonds, the Series 2007E Bonds and the Series 2007F Bonds will be issued in the initial principal amounts and with the Accreted Values at maturity (or at the Conversion Date thereof, with respect to the Series 2007B Bonds) as set forth on the inside cover to this Offering Circular. The Series 2007A Bonds will be issued in the authorized denomination of \$5,000 or any integral multiple thereof. The Series 2007B Bonds will be issued in denominations such that the Accreted Values thereof at the Conversion Date are in the denomination of \$5,000 or any integral multiple thereof. The Series 2007C Bonds and the Series 2007D Bonds will be issued in denominations such that the Accreted Values thereof at the Maturity Date are in the denomination of \$5,000 or any integral multiple thereof. The Series 2007E Bonds will be issued in denominations such that the Accreted Values thereof at the Maturity Date are in the denomination of \$100,000 or any integral multiple thereof and the Series 2007F Bonds will be issued in denominations such that the Accreted Values thereof at the Maturity Date are in the denomination of \$250,000 or any integral multiple thereof.

Payments on the Series 2007 Bonds

Payments of Interest. Interest shall be calculated on the basis of a year of 360 days and twelve 30-day months. Interest on the Series 2007A Bonds is payable on each Distribution Date, commencing on December 1, 2007. Prior to the Conversion Date, the Series 2007B Bonds shall accrue interest from their date of delivery, which

interest shall be compounded on the first Distribution Date following the issuance of the Series 2007B Bonds and thereafter semiannually on the Distribution Dates in each year. On and after the applicable Conversion Date, such Series 2007B Bonds shall become Current Interest Bonds with interest thereon payable on each Distribution Date following such Conversion Date. Interest on the Capital Appreciation Bonds is not paid currently, but is compounded on each Distribution Date (to become part of the Accreted Value at the stated maturity thereof as more fully described herein) until their respective maturity dates or earlier redemption.

For each Distribution Date on which a payment is due, payments will be made to Owners of record (the “Owners”) as of the Record Date. “Record Date” means, with respect to Series 2007 Bonds, the 15th day of the calendar month immediately preceding the Distribution Date. The Indenture Trustee and the Issuer may establish special record dates for the determination of the Owners for various purposes of the Indenture, including giving consent or direction to the Indenture Trustee.

Payments of Principal or Accreted Value. The principal or Accreted Value of the Series 2007 Bonds will be paid by their respective maturity dates as set forth on the inside front cover of this Offering Circular. Accreted Value means, with respect to any Capital Appreciation Bond, an amount equal to the initial principal amount of such Bond, plus interest accrued thereon from its issuance date compounded on each Distribution Date, commencing on the first Distribution Date after its issuance (through and including the maturity date of such Bond, or in the case of a Convertible Bond, through and excluding the applicable Conversion Date or earlier redemption date of such Bond) at the Accretion Interest Rate for such Bond, as set forth in the Indenture; provided, however, that the Issuer shall calculate or cause to be calculated the Accreted Value on any date other than a Distribution Date set forth in the Indenture by straight line interpolation of the Accreted Values as of the immediately preceding and succeeding Distribution Dates. In performing such calculation, the Issuer shall be entitled to engage and rely upon a firm of accountants, consultants or financial advisors with appropriate knowledge and experience.

Turbo Redemption

The Series 2007 Bonds are subject to mandatory redemption, in whole or in part, prior to their stated maturity dates from amounts on deposit in the Turbo Redemption Account on any Distribution Date, commencing June 1, 2008, at the redemption price of 100% of the principal or Accreted Value thereof, together with interest accrued to the date of redemption, if applicable, without premium; provided, however, that any such redemption shall be in a minimum maturity value of \$5,000. See “METHODOLOGY AND BOND STRUCTURING ASSUMPTIONS” herein. A failure by the Corporation to make Turbo Redemption payments on the Series 2007 Bonds will *not* constitute an Event of Default under the Indenture. Amounts in the Debt Service Reserve Account shall not be available to make Turbo Redemption Payments on the Capital Appreciation Bonds. Amounts in the Debt Service Reserve Account shall not be available to make Turbo Redemption Payments on the Bonds secured by the Debt Service Reserve Account; unless such amounts together with all available Revenues are sufficient to retire all Bonds secured by the Debt Service Reserve Account still outstanding, in which event all amounts on deposit in the Debt Service Reserve Account shall be transferred to the Turbo Redemption Account and such amounts shall be so utilized. Any redemption of Bonds as described in this paragraph shall be made in accordance with the Payment Priorities. For purpose of defeasance, Bonds shall have the related assumed redemption schedules of Projected Turbo Redemption payments set forth in this Offering Circular.

Optional Redemption

The Series 2007A Bonds, Series 2007C-1 Bonds, Series 2007C-2 Bonds, Series 2007D Bonds, Series 2007E Bonds and Series 2007F Bonds are subject to optional redemption, in whole or in part, on any date on and after June 1, 2017, at a redemption price of 100% of the principal or Accreted Value thereof to the date fixed for redemption, together with interest accrued thereon to the redemption date, if applicable, without premium.

The Series 2007B Bonds are subject to optional redemption, in whole or in part, on any date on and after June 1, 2021, at a redemption price of 100% of the principal thereof, together with interest accrued thereon to the redemption date, if applicable, without premium.

Notice of Redemption

Pursuant to the Indenture, the Indenture Trustee will give 15 days’ notice by mail, or otherwise transmit the redemption notice in accordance with any appropriate provisions of the Indenture, to the registered owners of any Series 2007 Bonds that are to be redeemed, at their addresses shown on the registration books of the Issuer. Such notice may be waived by any Bondholders holding Series 2007 Bonds to be redeemed. Failure by a particular Bondholder to receive notice, or any defect in the notice to such Bondholder, will not affect the redemption of any other Series 2007 Bond. Any notice of redemption given pursuant to the Indenture may be rescinded by written notice to the Indenture Trustee by the Issuer no later than 2 days prior to the date specified for redemption. The Indenture Trustee will give notice of such rescission as soon thereafter as practicable in the same manner and to the same persons, as notice of such redemption was given as described above.

Extraordinary Prepayment

If an Event of Default has occurred and is continuing, amounts on deposit in the Extraordinary Prepayment Account, the Debt Service Account, the Debt Service Reserve Account (only with respect to the Series 2007A Bonds and the Series 2007B Bonds) and the Lump Sum Prepayment Account will be applied on each Distribution Date to prepay the Bonds in accordance with the Payment Priorities at a price of the principal and accrued interest or Accreted Value thereof, as applicable, without premium, but to the extent legally permissible, with interest on overdue interest.

Interest on any unpaid principal or Accreted Value of the Series 2007 Bonds will continue to accrue and, with respect to the Capital Appreciation Bonds, will be compounded semi-annually at the Accretion Interest Rate set forth in Appendix H hereto until the earlier of the applicable Maturity Date or redemption date. After the Maturity Date thereof, each unpaid Series 2007 Bond will bear current interest on the principal or Accreted Value thereof as of such Maturity Date at the Default Rate as provided by the Indenture until fully paid.

For a description of the Events of Default under the Indenture, see Appendix F—“SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” attached hereto.

Lump Sum Prepayment

The Series 2007 Bonds are subject to mandatory prepayment, in whole or in part prior to their stated maturity dates from amounts on deposit in the Lump Sum Prepayment Account on any date for which notice can be given in accordance with the Indenture at the prepayment price of 100% of the principal or the Accreted Value thereof on the date fixed for prepayment, together with interest accrued thereon to the prepayment date, if applicable, without premium. Any prepayment of Series 2007 Bonds from amounts in the Lump Sum Prepayment Account shall be used to pay the Outstanding Series 2007 Bonds in accordance with Payment Priorities.

Partial Redemption; Partial Prepayment

Except as described above under *Extraordinary Prepayment* and *Lump Sum Prepayment*, if less than all the Outstanding Series 2007 Bonds of a maturity are to be redeemed or prepaid, the particular Series 2007 Bonds to be redeemed or prepaid shall be selected by the Indenture Trustee by such method as it shall deem fair and appropriate, including by lot, and the Indenture Trustee may provide for the selection for redemption or prepayment of portions (equal to any authorized denominations) of the principal or Accreted Value of Series 2007 Bonds in a denomination larger than the minimum authorized denomination.

SECURITY FOR THE SERIES 2007 BONDS

General

Purchase and Sale Agreement. Pursuant to the Purchase and Sale Agreement, the County will sell to the Corporation and the Corporation will purchase from the County, the Sold County Tobacco Assets. The California Escrow Agent will be irrevocably instructed, pursuant to the ARIMOU, to disburse all of the 2008-2020 Sold

Tobacco Assets, the 2021-2026 Sold Tobacco Assets and the Post-2026 Sold Tobacco Assets from the California Local Government Escrow Account to the Indenture Trustee. The County will transfer to the Indenture Trustee any Pre-2027 Lump Sum Sold Tobacco Assets upon the receipt thereof. See Appendix F – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Purchase and Sale Agreement” attached hereto.

Loan Agreement. Pursuant to the Loan Agreement, the Corporation has granted to the Issuer a security interest in all right, title and interest of the Corporation in, to and under the following property, whether now owned or hereafter acquired: (a) the Sold County Tobacco Assets purchased from the County, (b) to the extent permitted by law (as to which no representation is made by the Corporation), corresponding present or future rights, if any, of the Corporation to enforce or cause the enforcement of payment of purchased Sold County Tobacco Assets pursuant to the MOU and the ARIMOU, (c) corresponding rights of the Corporation under the Purchase and Sale Agreement, and (d) all proceeds of any and all of the foregoing. See Appendix F – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Loan Agreement” attached hereto.

Indenture. The Series 2007 Bonds are to be issued pursuant to the Indenture and are secured by all the Issuer’s right, title and interest, whether now owned or hereafter acquired in the Collateral. Collateral is defined under the Indenture as (a) the Issuer’s rights with respect to the Loan Agreement, including but not limited to the right to receive loan payments and to enforce the obligations of the Corporation pursuant to the Loan Agreement, (b) the Corporation Tobacco Assets, (c) the Accounts, all money, instruments, investment property, or other property credited to or on deposit in the Accounts, and all investment earnings on amounts on deposit in or credited to the Accounts; (d) all present and future claims, demands, causes and things in action in respect of any or all of the foregoing and all payments on or under and all proceeds of every kind and nature whatsoever in respect of any or all of the foregoing, including all proceeds of the conversion, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, general intangibles, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, rights to payment of any and every kind, and other forms of obligations and receivables, instruments and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing and (e) all proceeds of the foregoing. The Collateral does not include (i) the rights of the Issuer to consent under the Loan Agreement or other action by the Issuer, notice to the Issuer, indemnity or the filing of documents with the Issuer, or otherwise for its benefit and not for the benefit of the Owners of the Series 2007 Bonds or (ii) the Rebate Account or the Operating Account and all money, instruments, investment property or other property credited to or on deposit in the Rebate Account or the Operating Account. See Appendix F – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Indenture” attached hereto.

Defeasance. When, among other conditions set forth in the Indenture (including required notices), there is held by or for the account of the Indenture Trustee Defeasance Collateral in such principal amounts, bearing fixed interest at such rates and with such maturities, including any applicable redemption or prepayment premiums, as will provide sufficient funds to pay or redeem or prepay, in accordance with the terms of the Indenture, all obligations on the Series 2007 Bonds or a portion thereof in full (to be verified by a nationally recognized firm of independent verification agents), then upon written notice from the Issuer to the Indenture Trustee, such Bondholders will cease to be entitled to any benefit or security under the Indenture except the right to receive payment of the funds so held and other rights which by their nature cannot be satisfied prior to or simultaneously with the termination of the lien under the Indenture, and as to such Bonds so defeased, the security interests created by the Indenture (except in such funds and investments) will terminate. Upon such defeasance, the funds and investments required to pay or redeem the Series 2007 Bonds will be irrevocably set aside for that purpose, subject, however, to the terms of the Indenture regarding unclaimed money. Money held for defeasance will be invested only as provided in the Indenture and applied by the Indenture Trustee to the retirement of the Series 2007 Bonds. Any funds or property held by the Indenture Trustee and not required for the payment or redemption of the Series 2007 Bonds and such other obligations to the Fiduciaries will be distributed to the order of the Issuer.

Subject to the requirements of federal tax law and to the right of the Issuer to redeem the Series 2007 Bonds in accordance with the optional redemption provisions of the Indenture, when Bonds are to be defeased, they are to be defeased pursuant to the Defeasance Turbo Schedule set forth in the Indenture and the Issuer shall provide for Turbo Redemption payment of the principal or Accreted Value of the Bonds, based on the assumption that the outstanding principal or Accreted Value on the Distribution Dates (taking such Turbo Redemption payments into account) for the Bonds shall equal the outstanding amounts shown for the Global Insight Base Case Forecast in the tables showing projected outstanding amounts for the Bonds under the caption “METHODOLOGY AND BOND

STRUCTURING ASSUMPTIONS” herein. If on the date of defeasance the Accreted Value of Bonds outstanding is greater than the projected outstanding amount shown on such table (constituting an “**Excess**”), such excess balance must be redeemed within not more than 30 days of the date of defeasance. If on the date of defeasance the Accreted Value of Bonds outstanding is less than the projected outstanding amount in such table (constituting a “**Deficiency**”), no redemption of the Series 2007 Bonds shall occur until the Distribution Date on which the projected outstanding amount is attained, and after such date the Turbo Redemptions shall occur in the amounts and on the dates in order to match the projected outstanding amounts shown in such table under the caption “METHODODOLOGY AND BOND STRUCTURING ASSUMPTIONS” herein.

Debt Service Reserve Account for the Series 2007A Bonds and the Series 2007B Bonds Only

Amounts deposited in the Debt Service Reserve Account will secure the debt service on the Series 2007A Bonds and the Series 2007B Bonds only and in accordance with the Payment Priorities.

The Debt Service Reserve Account will be established and held by the Indenture Trustee and initially funded from proceeds of the Series 2007A Bonds and the Series 2007B Bonds in the amount of the Debt Service Reserve Requirement (the “Debt Service Reserve Requirement”), which means an amount equal to \$16,092,825.00 with respect to the Series 2007A Bonds and the Series 2007B Bonds. The Debt Service Reserve Requirement is \$0 for the Capital Appreciation Bonds. The Debt Service Reserve Requirement may be changed in connection with the issuance of Additional Bonds. Amounts in the Debt Service Reserve Account constitute security for the Series 2007A Bonds and the Series 2007B Bonds only and in accordance with the Payment Priorities and amounts in such account will not be available to pay when due, the principal or Accreted Value, or, upon an Event of Default, Extraordinary Prepayments of the Capital Appreciation Bonds.

The Debt Service Reserve Account will neither be funded from the proceeds of the Capital Appreciation Bonds nor be available ever for the benefit of any of the Capital Appreciation Bonds. See Appendix F – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” attached hereto.

Limited Obligations

The Series 2007 Bonds are limited obligations of the Issuer, payable from and secured solely by Revenues and the other Collateral pledged under the Indenture. The Bondholders have no recourse to other assets of the Issuer, including, but not limited to, any assets pledged to secure payment of any other debt obligation of the Issuer. The Series 2007 Bonds do not constitute a charge against the general credit of the Issuer or any of its Local Agencies, including the County, and under no circumstances shall the Issuer or any Local Agency, including the County, be obligated to pay the principal of or redemption premiums, if any, or interest on the Series 2007 Bonds, except from the Collateral pledged therefor under the Indenture. Neither the credit of the State, nor any public agency of the State (other than the Issuer), nor any Local Agency of the Issuer, including the County, is pledged to the payment of the principal or Accreted Value of or redemption premiums, if any, or interest on the Series 2007 Bonds. The Series 2007 Bonds do not constitute a debt, liability or obligation of the State or any public agency of the State (other than the Issuer) or any Local Agency of the Issuer, including the County. The County is under no obligation to make payments of the principal or Accreted Value of or redemption premiums, if any, or interest on the Series 2007 Bonds in the event that Revenues are insufficient for the payment thereof.

Flow of Funds

The Indenture Trustee will establish and maintain the following segregated trust accounts in the Indenture Trustee’s name: the Collection Account, the Operating Account, the Debt Service Account, the Debt Service Reserve Account, the Extraordinary Prepayment Account, the Turbo Redemption Account, the Lump Sum Prepayment Account, and the Costs of Issuance Account.

The Sold County Tobacco Assets shall be promptly (and in no event later than two Business Days after receipt by the Indenture Trustee) deposited by the Indenture Trustee in the Collection Account. “**Business Day**” means any day other than (i) a Saturday or a Sunday, or (ii) a day on which banking institutions in New York, New York, or Riverside, California, or where the Corporate Trust Office of the Indenture Trustee is otherwise located, are

required or authorized by law to be closed. Unless otherwise specified in the Indenture, the Indenture Trustee will deposit all Revenues it receives in the Collection Account.

As soon as possible following each deposit of Revenues to the Collection Account pursuant to the Indenture, the Indenture Trustee will withdraw Revenues on deposit in the Collection Account and transfer such amounts as follows:

- (i) to the Operating Account, an amount specified in an Officer's Certificate (or certificate of an authorized officer of the Corporation, as appropriate), but not exceeding, when taken together with other applicable transfers, the Operating Cap for the then current calendar year;
- (ii) to the Debt Service Account, an amount sufficient to cause the amount therein, together with any investment earnings transferred from the Debt Service Reserve Account, to equal interest (including (i) interest on any Outstanding Bonds, (ii) overdue interest on any Outstanding Bonds, and (iii) interest on overdue interest on any Outstanding Bonds (to the extent legally permissible)) due on the next two succeeding Distribution Dates, taking into account amortization of Bonds on the next succeeding Distribution Date;
- (iii) unless an Event of Default has occurred and is continuing, to the Debt Service Account, an amount sufficient to cause the amount therein (without regard to amounts on deposit therein pursuant to (ii) above) to equal the principal or Accreted Value of Outstanding Bonds due on the next succeeding Distribution Date;
- (iv) unless an Event of Default has occurred and is continuing, to the Debt Service Reserve Account, an amount sufficient to cause the amounts therein to equal the Debt Service Reserve Requirement;
- (v) if an Event of Default has occurred and is continuing, to the Extraordinary Prepayment Account all amounts remaining in the Collection Account;
- (vi) to the Lump Sum Prepayment Account, the amount of any Pre-2027 Lump Sum Sold Tobacco Assets prior to January 1, 2027 or any Lump Sum Payment on or after January 1, 2027;
- (vii) to the Operating Account, an amount specified by an Officer's Certificate (or certificate of an authorized officer of the Corporation, as appropriate) to pay for any Operating Expenses in excess of the Operating Cap for the then current calendar year; and
- (viii) to the Turbo Redemption Account, the amount remaining in the Collection Account.

Except as otherwise provided in the Indenture, investment earnings on the Accounts shall be deposited in the Collection Account.

On each Distribution Date, the Indenture Trustee will apply amounts in the various Accounts in the following order of priority:

- (1) from the Debt Service Account and the Debt Service Reserve Account (solely for Series 2007A Bonds and the Series 2007B Bonds), in that order, to pay interest (including (i) interest on any Outstanding Bonds, (ii) overdue interest on any Outstanding Bonds, and (iii) interest on overdue interest on any Outstanding Bonds (to the extent legally permissible)) due on such Distribution Date;
- (2) unless an Event of Default has occurred and is continuing, from the Debt Service Account and the Debt Service Reserve Account (solely for Series 2007A Bonds and the Series 2007B Bonds), in that order, to pay the principal of Outstanding Bonds scheduled to be due on such Distribution Date;

- (3) unless an Event of Default has occurred and is continuing, from the Debt Service Reserve Account (solely for Series 2007A Bonds and the Series 2007B Bonds), any amount remaining in excess of the Debt Service Reserve Requirement, to the Debt Service Account;
- (4) if an Event of Default has occurred and is continuing, from the Extraordinary Prepayment Account, the Debt Service Account and the Debt Service Reserve Account to pay Extraordinary Prepayments on Bonds (solely for Series 2007A Bonds and the Series 2007B Bonds), pursuant to the Indenture;
- (5) from the Lump Sum Prepayment Account, to redeem Bonds pursuant to a Lump Sum Payment pursuant to the Indenture; and
- (6) from the Turbo Redemption Account, to redeem the Series 2007 Bonds pursuant to the Indenture.

The Indenture Trustee shall apply on any day amounts from the Operating Account to the parties entitled thereto to pay Operating Expenses as directed by an Officer's Certificate.

Events of Default; Remedies

Events of Default. The occurrence of any of the following events will constitute an "Event of Default" under the Indenture:

- (i) failure to pay the current interest on any Bond when due, or the principal or the Accreted Value of any Bond when due at maturity or upon prior redemption in accordance with the terms of the Indenture;
- (ii) failure of the Issuer to observe or perform any other provision of the Indenture which is not remedied within 60 days after written notice thereof is given to the Issuer by the Indenture Trustee or to the Issuer and the Indenture Trustee by the Bondholders of at least 25% in Bond Obligation of Bonds then Outstanding;
- (iii) bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Issuer and if instituted against the Issuer, are not dismissed within 60 days after such institution; or
- (iv) an event of default has occurred and is continuing under the Loan Agreement, which events consist of (a) failure by the Corporation to pay, or cause to be paid, to the Indenture Trustee for deposit in the Collection Account established under the Indenture the portion of the TSRs relating to the Sold County Tobacco Assets as required pursuant to the Loan Agreement, (b) failure by the Corporation to observe or perform any other covenant, obligation, condition or agreement contained in the Loan Agreement and such failure shall continue for thirty (30) days from the date of written notice from the Issuer or the Indenture Trustee of such failure, (c) any representation, warranty, certificate, information or other statement (financial or otherwise) made or furnished by or on behalf of the Corporation to the Issuer in or in connection with the Loan Agreement shall be false, incorrect, incomplete or misleading in any material respect when made or furnished, (d) the Corporation shall (1) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (2) be unable, or admit in writing its inability, to pay its debts generally as they mature, (3) make a general assignment for the benefit of its or any of its creditors, (4) be dissolved or liquidated in full or in part, (5) become insolvent (as such term may be defined or interpreted under any applicable statute), (6) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its

property by any official in an involuntary case or other proceeding commenced against it, or (7) take any action for the purpose of effecting any of the foregoing, (e) proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Corporation or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Corporation or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement, (f) the Loan Agreement or any material term thereof shall cease to be, or be asserted by the Corporation not to be, a legal, valid and binding obligation of the Corporation enforceable in accordance with its terms, and (g) the instructions to the Attorney General of the State regarding disbursing the Corporation Tobacco Assets to the Indenture Trustee as provided in the Loan Agreement shall be revoked or cease to be complied with.

Except as specified in (i) above, failure to make any Turbo Redemption Payment does not constitute an Event of Default to the extent that such failure results from the insufficiency of available Collateral to make such payment or provision therefor.

Remedies Available to the Indenture Trustee. If an Event of Default occurs and is continuing:

(i) The Indenture Trustee may, and upon written request of the Bondholders of at least 25% in Bond Obligation of the Series 2007 Bonds Outstanding will, in its own name by action or proceeding in accordance with law: (a) enforce all rights of the Bondholders and require the Issuer to carry out its agreements with the Bondholders; (b) sue upon such Bonds; (c) require the Issuer to account as if it were the trustee of an express trust for such Bondholders; and (d) enjoin any acts or things which may be unlawful or in violation of the rights of such Bondholders.

(ii) The Indenture Trustee will, in addition to the other provisions of the Indenture, have and possess all of the powers necessary or appropriate for the exercise of any functions incident to the general representation of Bondholders in the enforcement and protection of their rights.

(iii) Upon a Default of the Issuer for failure to pay when due the interest on or principal or Accreted Value of the Bonds or a failure actually known to an Authorized Officer of the Indenture Trustee to make any other payment required by the Indenture within seven days after the same becomes due and payable, the Indenture Trustee will give written notice thereof to the Issuer. The Indenture Trustee will give Default notices under the Indenture if it has knowledge of such a Default or when instructed to do so by the written direction of another Fiduciary or the Bondholders of at least 25% in Bond Obligation of the Outstanding Bonds. The Indenture Trustee will proceed under the Indenture for the benefit of the Bondholders in accordance with the written direction of at least 25% in Bond Obligation of the Outstanding Bonds. The Indenture Trustee will not be required to take any remedial action (other than the giving of notice) unless reasonable indemnity is furnished for any expense or liability to be incurred therein. Upon receipt from such Bondholders of written notice, direction and indemnity, and after making such investigation, if any, as it deems appropriate to verify the occurrence of any event of which it is notified as aforesaid, the Indenture Trustee will promptly pursue the remedies provided by the Indenture or any such remedies (not contrary to any such direction) as it deems appropriate for the protection of the Bondholders, and will act for the protection of the Bondholders with the same promptness and prudence as would be expected of a prudent person in the conduct of such person's own affairs.

The Trustee shall not have the right to foreclose on or otherwise sell any of the Collateral.

Extraordinary Prepayment. If an Event of Default has occurred and is continuing, amounts on deposit in the Extraordinary Prepayment Account, the Debt Service Account, the Debt Service Reserve Account (but only for the prepayment of the Series 2007A Bonds and the Series 2007B Bonds) and the Lump Sum Prepayment Account will be applied on each Distribution Date to prepay the Series 2007 Bonds in accordance with the Payment Priorities at a price of the principal and accrued interest or Accreted Value thereof, as applicable, without premium, but to the

extent legally permissible, with interest on overdue interest as set forth under “THE SERIES 2007 BONDS – Extraordinary Prepayment” herein.

Additional Bonds

Subsequent to the issuance of the Series 2007 Bonds, additional series of bonds (the “**Additional Bonds**” and, together with the Series 2007 Bonds, the “**Bonds**”) may be issued on a parity or subordinate basis to one or more series of Series 2007 Bonds, upon receipt by the Trustee of (i) a Rating Confirmation from each Rating Agency then rating the Outstanding Bonds, (ii) an opinion of a firm of nationally-recognized attorneys-at-law experienced in legal work related to the issuance of Tax-Exempt Bonds selected by the Issuer to the effect that the issuance of the Additional Bonds will not, in and of itself, cause interest on any Tax-Exempt Bonds to be included in gross income for federal income tax purposes, and (iii) a certificate of the Issuer that (x) no Event of Default has occurred under the Indenture, (y) the Debt Service Reserve Account is, after giving effect to the issuance of such Additional Bonds and the application of the proceeds thereof, funded at the Debt Service Reserve Requirement, and (z) as a result of the issuance of such Additional Bonds, the weighted average life of each Bond then Outstanding, projected in years from its date of issuance, will not exceed the sum of (A) the weighted average life of each such Outstanding Bond as projected at the time such Bond was issued and set forth in the Series Supplement relating thereto and (B) one. In calculating the weighted average life of each of the Outstanding Bonds for the purpose of the certificate required by clause (z) of the preceding sentence, the Issuer shall take into consideration (1) the amount of Turbo Redemptions of such Bonds that have been paid prior to and including to the date of issuance of the Additional Bonds and (2) the amount of Turbo Redemptions projected by the Issuer to be paid on each Distribution Date subsequent to the issuance of such Additional Bonds based upon the amount of Revenues then expected to be received by the Issuer and available for payment of Turbo Redemptions of each Outstanding Bond. In determining compliance with clause (iii)(z) of this paragraph, the Issuer may rely conclusively on a certification of a financial advisor, who may rely on a report of a nationally recognized firm of econometric experts on matters related to projected or forecasted cigarette consumption.

Non-Impairment Covenants

The Issuer will not: (i) permit the validity or effectiveness of the Indenture to be impaired, or permit the lien of the Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to Bonds under the Indenture except as may be expressly permitted in the Indenture, (ii) permit any lien, charge, excise, claim, security interest, mortgage or other encumbrance (except for the liens of the Indenture and the liens securing Additional Bonds issued thereunder) to be created on or extend to or otherwise arise upon or burden the Collateral or any part thereof or any interest therein or the proceeds thereof or (iii) permit the lien of the Indenture not to constitute a valid first priority security interest in the Collateral.

SUMMARY OF THE MASTER SETTLEMENT AGREEMENT

The following is a brief summary of certain provisions of the MSA. This summary is not complete and is subject to, and qualified in its entirety by reference to, the copy of the MSA, as amended, which is attached hereto as Appendix C. Several amendments have been made to the MSA which are not included in Appendix C. Except for those amendments pursuant to which certain tobacco companies became SPMs (as defined below), such amendments involve technical and administrative provisions not material to the summary below.

General

The MSA is an industry wide settlement of litigation between the Settling States and the OPMs and was entered into between the attorneys general of the Settling States and the OPMs on November 23, 1998. The MSA provides for SPMs to become parties to the MSA. The three OPMs together with the SPMs are referred to as the PMs. Pursuant to the MSA, the Settling States agreed to settle all their past, present and future smoking related claims against the PMs in exchange for agreements and undertakings by the PMs concerning a number of issues. These issues include, among others, making payments to the Settling States, abiding by more stringent advertising

restrictions, and funding educational programs, all in accordance with the terms and conditions set forth in the MSA. Distributors of PMs' products are also covered by the settlement of such claims to the same extent as the PMs.

Parties to the MSA

The Settling States are all of the states, territories and the District of Columbia, except for the four states (Florida, Minnesota, Mississippi and Texas) that separately settled with the OPMs prior to the adoption of the MSA (the “**Previously Settled States**”). According to the National Association of Attorneys General (“**NAAG**”), as of July 18, 2007, 47 PMs were parties to the MSA. The chart below identifies each of the PMs which was a party to the MSA as of July 18, 2007:

OPMs	SPMs
Lorillard Tobacco Company	Bekenton, S.A.
Philip Morris, USA (formerly Philip Morris Incorporated)	Canary Islands Cigar Co.
Reynolds American, Inc. (formerly R.J. Reynolds Tobacco Company and Brown & Williamson Tobacco Corporation)	Caribbean-American Tobacco Corp. (CATCORP)
	Chancellor Tobacco Company, PLC
	Commonwealth Brands, Inc.
	Cutting Edge Enterprises, Inc.
	Daughters & Ryan, Inc.
	M/s. Dhanraj International
	Eastern Company S.A.E.
	Farmer's Tobacco Co. of Cynthiana, Inc.
	General Jack's Incorporated
	General Tobacco (Vibo Corporation d/b/a General Tobacco)
	House of Prince A/S
	Imperial Tobacco Limited/ITL (USA) Limited
	International Tobacco Group (Las Vegas), Inc.
	Japan Tobacco International USA, Inc.
	King Maker Marketing
	Konci G&D Management Group (USA) Inc.
	Kretek International
	Lane Limited
	Liberty Brands, LLC
	Liggett Group, Inc.
	Lignum-2, Inc.
	Mac Baren Tobacco Company A/S
	Monte Paz (Compania Industrial de Tabacos Monte Paz S.A.)
	Nasco Products Inc.
	P.T. Djarum
	Pacific Stanford Marketing Corporation
	Peter Stokkebye International A/S
	Planta Tabak-manufaktur Gmbh & Co.
	Poschl Tabak GmbH & Co. KG
	Premier Manufacturing Incorporated
	Santa Fe Natural Tobacco Company, Inc.
	Sherman's 1400 Broadway N.Y.C. Inc.
	Societe Nationale d'Exploitation Industrielle des Tabacs et Allumettes (SEITA)
	Tabacalera del Este, S.A. (TABESA)
	Top Tobacco, LP
	U.S. Flue-Cured Tobacco Growers, Inc.
	Vector Tobacco Inc. (formerly Vector Tobacco Inc. and Medallion Company, Inc)
	Virginia Carolina Corporation, Inc.
	Von Eicken Group
	Wind River Tobacco Company, LLC
	VIP Tobacco USA, LTD. (formerly Winner Sales Company)
	ZNF International, LLC (no current brands)

The MSA restricts PMs from transferring their tobacco product brands, cigarette product formulas and cigarette businesses (unless they are being transferred exclusively for use outside the United States) to any entity that is not a PM under the MSA, unless the transferee agrees to assume the obligations of the transferring PM under the MSA related to such brands, formulas or businesses. The MSA expressly provides that the payment obligations of each PM are not the obligation or responsibility of any affiliate of such PM and, further, that the remedies, penalties or sanctions that may be imposed or assessed in connection with a breach or violation of the MSA will only apply to the PMs and not against any other person or entity. Obligations of the SPMs, to the extent that they differ from the obligations of the OPMs, are described below under “– Subsequent Participating Manufacturers” herein.

Scope of Release

Under the MSA, the PMs and the other “Released Parties” (defined below) are released from:

- claims based on past conduct, acts or omissions (including any future damages arising therefrom) in any way relating to the use, sale, distribution, manufacture, development, advertising, marketing or health effects of, or exposure to, or research statements or warnings regarding, tobacco products; and
- monetary claims based on future conduct, acts or omissions in any way relating to the use of or exposure to tobacco products manufactured in the ordinary course of business, including future claims for reimbursement of health care costs.

This release is binding upon each Settling State and any of its past, present and future agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and divisions. The MSA is further stated to be binding on the following persons, to the full extent of the power of the signatories to the MSA to release past, present and future claims on their behalf: (i) any Settling State's subdivisions (political or otherwise, including, but not limited to, municipalities, counties, parishes, villages, unincorporated districts and hospital districts), public entities, public instrumentalities and public educational institutions; and (ii) persons or entities acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or any other capacity, whether or not any of them participate in the MSA (a) to the extent that any such person or entity is seeking relief on behalf of or generally applicable to the general public in such Settling State or the people of such Settling State, as opposed solely to private or individual relief for separate and distinct injuries, or (b) to the extent that any such entity (as opposed to an individual) is seeking recovery of health care expenses (other than premium or capitation payments for the benefit of present or retired state employees) paid or reimbursed, directly or indirectly, by a Settling State. All such persons or entities are referred to collectively in the MSA as "**Releasing Parties**".

To the extent that the California Attorney General does not have the power or authority to bind any of the California Releasing Parties, the release of claims contemplated by the MSA may be ineffective as to the Releasing Parties and any amounts that become payable by the PMs on account of their claims, whether by way of settlement, stipulated judgment or litigated judgment, will trigger the Litigating Releasing Parties Offset. See "– Adjustments to Payments" below.

The release inures to the benefit of all PMs and their past, present and future affiliates, and the respective divisions, officers, directors, employees, representatives, insurers, lenders, underwriters, tobacco-related organizations, trade associations, suppliers, agents, auditors, advertising agencies, public relations entities, attorneys, retailers and distributors of any PM or any such affiliate (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing). They are referred to in the MSA individually as a "**Released Party**" and collectively as the "**Released Parties**". However, the term "Released Parties" does not include any person or entity (including, but not limited to, an affiliate) that is an NPM at any time after the MSA execution date, unless such person or entity becomes a PM.

Overview of Payments by the Participating Manufacturers; MSA Escrow Agent

The MSA requires that the PMs make several types of payments, including Initial Payments, Annual Payments and Strategic Contribution Payments.* See "Initial Payments," "Annual Payments" and "Strategic Contribution Fund Payments" below. These payments (with the exception of the up-front Initial Payment) are subject to various adjustments and offsets, some of which could be material. See "Adjustment to Payments" and "– Subsequent Participating Manufacturers" below. SPMs were not required to make Initial Payments. The OPMs have made all of the Initial Payments, and the PMs have made the Annual Payments for 2000, 2001, 2002, 2003, 2004, 2005 and 2006 (subject to certain withholdings described in "RISK FACTORS – Other Potential Payment Decreases Under the Terms of the MSA" herein). See "Payments Made to Date" below. Strategic Contribution Fund Payments are scheduled to begin April 15, 2008 and continue through April 15, 2017.

Payments required to be made by the OPMs are calculated by reference to the OPM's domestic shipments of cigarettes, with the amount of the payments adjusted annually roughly in proportion to the changes in total volume of cigarettes shipped by the OPMs in the United States in the preceding year. Payments to be made by the PMs are recalculated each year, based on the United States market share of each individual PM for the prior year, with consideration under certain circumstances, for the profitability of each OPM. The Annual Payments and Strategic Contribution Fund Payments required to be made by the SPMs are based on increases in their shipment market share. See "– Subsequent Participating Manufacturers" below. Pursuant to an escrow agreement (the "**MSA Escrow Agreement**") established in conjunction with the MSA, remaining Annual Payments and Strategic Contribution Payments are to be made to Citibank, N.A., as escrow agent (the "**MSA Escrow Agent**"), which in turn will disburse the funds to the Settling States.

* Other payments that are required to be made by the PMs, such as payments of attorneys' fees and payments to a national foundation established pursuant to the MSA, are not allocated to the Settling States and are not available to the Bondholders, and consequently are not described herein.

Beginning with the payments due in the year 2000, PricewaterhouseCoopers LLP (the “MSA Auditor”) has, among other things, calculated and determined the amount of all payments owed pursuant to the MSA, the adjustments, reductions and offsets thereto (and all resulting carry-forwards, if any), the allocation of such payments, adjustments, reductions, offsets and carry-forwards among the PMs and among the Settling States. *This information is not publicly available, and the MSA Auditor has agreed to maintain the confidentiality of all such information, except that the MSA Auditor may provide such information to PMs and the Settling States as set forth in the MSA.*

Initial Payments

Initial Payments were made only by the OPMs. In December 1998, the OPMs collectively made an up-front Initial Payment of \$2.40 billion. The 2000 Initial Payment, which had a scheduled base amount of \$2.47 billion, was paid in December 1999 in the approximate amount of \$2.13 billion due to various adjustments. The 2001 Initial Payment, which had a scheduled base amount of \$2.55 billion, was paid in December 2000 in the approximate amount of \$2.04 billion after taking into account various adjustments and an earlier overpayment. The 2002 Initial Payment, which had a scheduled base amount of \$2.62 billion, was paid in December 2001, in the approximate amount of \$1.89 billion after taking into account various adjustments and a deposit made to the Disputed Payments Account. Approximately \$204 million, which was substantially all of the money previously deposited in the Disputed Payments Account for payment to the Settling States, was distributed to the Settling States with the Annual Payment due April 15, 2002. The 2003 Initial Payment, which had a scheduled base amount of \$2.70 billion, was paid in December 2002 and January 2003, in the approximate aggregate amount of \$2.14 billion after taking into account various adjustments.

Annual Payments

The OPMs and the other PMs are required to make Annual Payments on each April 15 in perpetuity. The PMs made the first eight Annual Payments due April 15 in each of the years 2000 through 2007, the scheduled base amounts of which (before adjustments discussed below) were \$4.5 billion, \$5.0 billion, \$6.5 billion, \$6.5 billion, \$8.0 billion, \$8.0 billion, \$8.0 billion and \$8.0 billion, respectively. After application of the adjustments, the Annual Payment made (i) in April 2000 was approximately \$3.5 billion, (ii) in April 2001 was approximately \$4.1 billion, (iii) in April 2002 was approximately \$5.2 billion, (iv) in April 2003 was approximately \$5.1 billion, (v) in April 2004 was approximately \$6.2 billion, (vi) in April 2005 was approximately \$6.3 billion, and (vii) in April 2006 was approximately \$5.8 billion, and (viii) in April 2007 was approximately \$6.0 billion. The scheduled base amount (before adjustments discussed below) of each Annual Payment, subject to adjustment, is set forth below:

Annual Payments

<u>Year</u>	<u>Base Amount*</u>	<u>Year</u>	<u>Base Amount*</u>
2000*	\$4,500,000,000	2010	\$8,139,000,000
2001*	5,000,000,000	2011	8,139,000,000
2002*	6,500,000,000	2012	8,139,000,000
2003*	6,500,000,000	2013	8,139,000,000
2004*	8,000,000,000	2014	8,139,000,000
2005*	8,000,000,000	2015	8,139,000,000
2006*	8,000,000,000	2016	8,139,000,000
2007*	8,000,000,000	2017	8,139,000,000
2008	8,139,000,000	Thereafter	9,000,000,000
2009	8,139,000,000		

* The 2000 through 2007 Annual Payments have been made. However, subsequent adjustments to these Annual Payments may impact subsequent Annual Payments and Strategic Contribution Payments.

The respective portion of each base amount applicable to each OPM is calculated by multiplying the base amount by the OPM’s Relative Market Share during the preceding calendar year. The base annual payments in the above table will be increased by at least the minimum 3% Inflation Adjustment, adjusted by the Volume

Adjustment, reduced by the Previously Settled States Reduction, and further adjusted by the other adjustments described below. The SPMs are required to make Annual Payments if their respective market share increases above the higher of their respective 1998 Market Share or 125% of their 1997 Market Share. See “– Subsequent Participating Manufacturers” herein.

“**Relative Market Share**” is defined as an OPM’s percentage share of the number of cigarettes shipped by all OPMs in or to the 50 states, the District of Columbia and Puerto Rico (defined hereafter as the “**United States**”), as measured by the OPM’s reports of shipments to Management Science Associates, Inc. (or any successor acceptable to all the OPMs and a majority of the attorneys general of the Settling States who are also members of the NAAG executive committee). The term “**cigarette**” is defined in the MSA to mean any product that contains nicotine, is intended to be burned, contains tobacco and is likely to be offered to, or purchased by, consumers as a cigarette and includes “roll-your-own” tobacco.

The base amounts shown in the table above are subject to the following adjustments applied in the following order:

- the Inflation Adjustment,
- the Volume Adjustment,
- the Previously Settled States Reduction,
- the Non-Settling States Reduction,
- the NPM Adjustment,
- the Offset for Miscalculated or Disputed Payments,
- the Litigating Releasing Parties Offset, and
- the Offset for Claims-Over.

Application of these adjustments resulted in a material reduction of TSRs from the scheduled base amounts of the Annual Payments made by the PMs in April of the years 2000 through 2007, as discussed under the caption “Payments Made to Date” herein.

Strategic Contribution Fund Payments

The OPMs are also required to make Strategic Contribution Fund Payments on April 15, 2008 and on April 15 of each year thereafter through 2017. The base amount of each Strategic Contribution Fund Payment is \$861 million. The respective portion of each base amount applicable to each OPM is calculated by multiplying the base amount by the OPM’s Relative Market Share during the preceding calendar year. The SPMs will be required to make Strategic Contribution Fund Payments if their market share increases above the higher of their respective 1998 market share or 125% of their 1997 market share. See “– Subsequent Participating Manufacturers” herein.

The base amounts of the Strategic Contribution Fund Payments are subject to the following adjustments applied in the following order:

- the Inflation Adjustment,
- the Volume Adjustment,
- the Non-Settling States Reduction,
- the NPM Adjustment,
- the Offset for Miscalculated or Disputed Payments,

- the Litigating Releasing Parties Offset, and
- the Offset for Claims-Over.

Adjustments to Payments

The base amounts of the Initial Payments were, and the Annual Payments and Strategic Contribution Fund Payments shown in the tables above are, subject to certain adjustments to be applied sequentially and in accordance with formulas contained in the MSA.

Inflation Adjustment. The base amounts of the Annual Payments and Strategic Contribution Fund Payments are increased each year to account for inflation. The increase in each year will be 3% or a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (the “CPI”) (or such other similar measures as may be agreed to by the Settling States and the PMs) for the preceding year, whichever is greater (the “**Inflation Adjustment**”). The inflation adjustment percentages are compounded annually on a cumulative basis beginning in 1999 and were first applied in 2000.

Volume Adjustment. Each of the Initial Payments was, and each of the Annual Payments and Strategic Contribution Payments is, increased or decreased by an adjustment which accounts for fluctuations in the number of cigarettes shipped by the OPMs in or to the United States (the “**Volume Adjustment**”).

If the aggregate number of cigarettes shipped in or to the United States by the OPMs in any given year (the “**Actual Volume**”) is greater than 475,656,000,000 cigarettes (the “**Base Volume**”), the base amount allocable to the OPMs is adjusted to equal the base amount (in the case of Annual Payments and Strategic Contribution Payments after application of the Inflation Adjustment) multiplied by a ratio, the numerator of which is the Actual Volume and the denominator of which is the Base Volume.

If the Actual Volume in a given year is less than the Base Volume, the base amount due from the OPMs (in the case of Annual Payments and Strategic Contribution Payments, after application of the Inflation Adjustment) is decreased by 98% of the percentage by which the Actual Volume is less than the Base Volume, multiplied by such base amount. If, however, the aggregate operating income of the OPMs from sales of cigarettes in the United States during the year (the “**Actual Operating Income**”) is greater than \$7,195,340,000, as adjusted for inflation in accordance with the Inflation Adjustment (the “**Base Operating Income**”), all or a portion of the volume reduction is added back (the “**Income Adjustment**”). The amount by which the Actual Operating Income of the OPMs exceeds the Base Operating Income is multiplied by the percentage of the allocable shares under the MSA represented by Settling States in which State-Specific Finality has been reached and divided by four, then added to the payment due. However, in no case will the amount added back due to the increase in operating income exceed the amount deducted due to the decrease in domestic volume. Any add-back due to an increase in Actual Operating Income will be allocated among the OPMs on a Pro Rata basis in accordance with their respective increases in Actual Operating Income over 1997 Base Operating Income.

Previously Settled States Reduction. The base amounts of the Annual Payments (as adjusted by the Inflation Adjustment and the Volume Adjustment, if any) are subject to a reduction reflecting the four states that had settled with the OPMs prior to the adoption of the MSA (Mississippi, Florida, Texas and Minnesota) (the “**Previously Settled States Reduction**”). The Previously Settled States Reduction reduces by 12.4500000% each applicable payment on or before December 31, 2007, by 12.2373756% each applicable payment between January 1, 2008 and December 31, 2017, and by 11.0666667% each applicable payment on or after January 1, 2018. The SPMs are not entitled to any reduction pursuant to the Previously Settled States Reduction. Initial Payments were not and Strategic Contribution Payments are not subject to the Previously Settled States Reduction.

Non-Settling States Reduction. In the event that the MSA terminates as to any Settling State, the remaining Annual Payments and Strategic Contribution Payments due from the PMs shall be reduced to account for the absence of such state. This adjustment has no effect on the amounts to be collected by states which remain a party to the MSA, and the reduction is therefore not detailed.

Non-Participating Manufacturers Adjustment. The NPM Adjustment is based upon market share increases, measured by domestic sales of cigarettes by NPMs, and operates to reduce the payments of the PMs under the MSA

in the event that the PMs incur losses in market share to NPMs during a calendar year as a result of the MSA. Three conditions must be met in order to trigger an NPM adjustment; (1) the aggregate market share of the PMs in any year must fall more than 2% below the aggregate market share held by those same PMs in 1997, (2) a nationally recognized firm of economic consultants must determine that the disadvantages experienced as a result of the provisions of the MSA were a significant factor contributing to the market share loss for the year in question, and (3) the Settling States in question must be proven to not have diligently enforced their Qualifying Statutes. The “**NPM Adjustment**” is applied to the subsequent year’s Annual Payment and Strategic Contribution Payment and the decrease in total funds available as a result of the NPM Adjustment is then allocated on a Pro Rata basis among those Settling States that have been found (i) to not diligently enforce their Qualifying Statutes, or (ii) to have enacted a Model Statute or Qualifying Statute that is declared invalid or unenforceable by a court of competent jurisdiction. The 1997 market share percentage for the PMs, less 2%, is defined in the MSA as the “**Base Aggregate Participating Manufacturer Market Share.**” If the PMs’ actual aggregate market share is between 0% and 16⅓% less than the Base Aggregate Participating Manufacturer Market Share, the amounts paid by the PMs would be decreased by three times the percentage decrease in the PMs’ actual aggregate market share. If, however, the aggregate market share loss from the Base Aggregate Participating Manufacturer Market Share is greater than 16⅓%, the NPM Adjustment will be calculated as follows:

$$\text{NPM Adjustment} = 50\% + \\ [50\% / (\text{Base Aggregate Participating Manufacturer Market Share} - 16 \frac{1}{3}\%)] \\ \times [\text{market share loss} - 16 \frac{1}{3}\%]$$

Regardless of how the NPM Adjustment is calculated, it is always subtracted from, and may not exceed, the total Annual Payments and Strategic Contribution Fund Payments due from the PMs in any given year. The NPM Adjustment applies only to the Annual Payments and Strategic Contribution Fund Payments, and does not apply at all if the number of cigarettes shipped in or to the United States in the year prior to the year in which the payment is due by all manufacturers that were PMs prior to December 7, 1998 exceeds the number of cigarettes shipped in or to the United States by all such PMs in 1997.

The NPM Adjustment is also state-specific, in that a Settling State may avoid or mitigate the effects of an NPM Adjustment by enacting and diligently enforcing a Qualifying Statute (as defined herein). Any Settling State that adopts and diligently enforces a Qualifying Statute is exempt from the NPM Adjustment. The State has adopted the Model Statute, which is a Qualifying Statute. The decrease in total funds available due to the NPM Adjustment is allocated on a Pro Rata basis among those Settling States that either (i) did not enact and diligently enforce the Qualifying Statute, or (ii) enacted a Qualifying Statute that is declared invalid or unenforceable by a court of competent jurisdiction. If a Settling State enacts and diligently enforces a Qualifying Statute that is the Model Statute but it is declared invalid or unenforceable by a court of competent jurisdiction, the NPM Adjustment for any given year will not exceed 65% of the amount of such state’s allocated payment for the subsequent year. If a Qualifying Statute that is not the Model Statute is held invalid or unenforceable, however, such state is not entitled to any protection from the NPM Adjustment. Moreover, if a state adopts a Model Statute or a Qualifying Statute but then repeals it or amends it in such fashion that it is no longer a Qualifying Statute, then such state will no longer be entitled to any protection from the NPM Adjustment. At all times, a state’s protection from the NPM Adjustment is conditioned upon the diligent enforcement of its Qualifying Statute. See “RISK FACTORS – Other Potential Payment Decreases Under the Terms of the MSA” above and “– MSA Provisions Relating to Model/Qualifying Statutes” below, herein.

The MSA provides that if any Settling State resolves claims against any NPM that are comparable to any of the claims released in the MSA on overall terms more favorable to such NPM than the MSA does to the PMs, or relieves in any respect the obligation of any PM to make payments under the MSA, the terms of the MSA will be deemed modified to match the NPM settlement or such payment terms, but only with respect to the particular Settling State.

Offset for Miscalculated or Disputed Payments. If the MSA Auditor receives notice of a miscalculation of an Initial Payment made by an OPM, an Annual Payment made by a PM within four years or a Strategic Contribution Fund Payment made by a PM within four years, the MSA Auditor will recalculate the payment and make provisions for rectifying the error (the “**Offset for Miscalculated or Disputed Payments**”). There are no time limits specified for recalculations although the MSA Auditor is required to determine amounts promptly.

Disputes as to determinations by the MSA Auditor may be submitted to binding arbitration governed by the Federal Arbitration Act. In the event that mispayments have been made, they will be corrected through payments with interest (in the event of underpayments) or withholdings with interest (in the event of overpayments). Interest will be at the prime rate, except where a party fails to pay undisputed amounts or fails to provide necessary information readily available to it, in which case a penalty rate of prime plus 3% applies. If a PM disputes any required payment, it must determine whether any portion of the payment is undisputed and pay that amount for disbursement to the Settling States. The disputed portion is required to be paid into the Disputed Payments Account pending resolution of the dispute. Failure to pay such disputed amounts into the Disputed Payments Account can result in liability for interest at the penalty rate if the disputed amount was in fact properly due and owing. See “RISK FACTORS – Other Potential Decreases Under the Terms of the MSA” herein.

Litigating Releasing Parties Offset. If any Releasing Party initiates litigation against a PM for any of the claims released in the MSA, the PM may be entitled to an offset against such PM’s payment obligation under the MSA (the “**Litigating Releasing Parties Offset**”). A defendant PM may offset dollar-for-dollar any amount paid in settlement, stipulated judgment or litigated judgment against the amount to be collected by the applicable Settling State under the MSA only if the PM has taken all ordinary and reasonable measures to defend that action fully and only if any settlement or stipulated judgment was consented to by the state attorney general. The Litigating Releasing Parties Offset is state-specific. Any reduction in MSA payments as a result of the Litigating Releasing Parties Offset would apply only to the Settling State of the Releasing Party.

Offset for Claims-Over. If a Releasing Party pursues and collects on a released claim against an NPM or a retailer, supplier or distributor arising from the sale or distribution of tobacco products of any NPM or the supply of component parts of tobacco products to any NPM (collectively, the “**Non-Released Parties**”), and the Non-Released Party in turn successfully pursues a claim for contribution or indemnification against a Released Party (as defined herein), the Releasing Party must (i) reduce or credit against any judgment or settlement such Releasing Party obtains against the Non-Released Party the full amount of any judgment or settlement such Non-Released Party may obtain against the Released Party, and (ii) obtain from such Non-Released Party for the benefit of such Released Party a satisfaction in full of such Non-Released Party’s judgment or settlement against the Released Party. In the event that such reduction or satisfaction in full does not fully relieve the Released Party of its duty to pay to the Non-Released Party, the PM is entitled to a dollar-for-dollar offset from its payment to the applicable Settling State (the “**Offset for Claims-Over**”). For purposes of the Offset for Claims-Over, any person or entity that is enumerated in the definition of Releasing Party set forth above is treated as a Releasing Party without regard to whether the applicable attorney general had the power to release claims of such person or entity. The Offset for Claims-Over is state-specific and would apply only to MSA payments owed to the Settling State of the Releasing Party.

Subsequent Participating Manufacturers

SPMs are obligated to make Annual Payments and Strategic Contribution Fund Payments which are made at the same times as the Annual Payments and Strategic Contribution Fund Payments to be made by OPMs. Annual Payments and Strategic Contribution Fund Payments for SPMs are calculated differently, however, from Annual Payments and Strategic Contribution Fund Payments for OPMs. Each SPM’s payment obligation is determined according to its market share if, and only if, its “**Market Share**” (defined in the MSA to mean a manufacturer’s share, expressed as a percentage, of the total number of cigarettes sold in the United States in a given year, as measured by excise taxes (or similar taxes, in the case of Puerto Rico)), for the year preceding the payment exceeds its “**Base Share,**” defined as the higher of its 1998 Market Share or 125% of its 1997 Market Share. If an SPM executes the MSA after February 22, 1999, its 1997 or 1998 Market Share, as applicable, is deemed to be zero. 14 of the current 44 SPMs signed the MSA on or before the February 22, 1999 deadline.

For each Annual Payment and Strategic Contribution Fund Payment, each SPM is required to pay an amount equal to the base amount of the Annual Payment and the Strategic Contribution Fund Payment owed by the OPMs, collectively, adjusted for the Volume Adjustment described above but prior to any other adjustments, reductions or offsets, multiplied by (i) the difference between that SPM’s Market Share for the preceding year and its Base Share, divided by (ii) the aggregate Market Share of the OPMs for the preceding year. Other than the application of the Volume Adjustment, payments by the SPMs are also subject to the same adjustments (including

the Inflation Adjustment), reductions and offsets as are the payments made by the OPMs, with the exception of the Previously Settled States Reduction.

Because the Annual Payments and Strategic Contribution Fund Payments to be made by the SPMs are calculated in a manner different from the calculations for Annual Payments and Strategic Contribution Fund Payments to be made by the OPMs, a change in market share between the OPMs and the SPMs could cause the amount of Annual Payments and Strategic Contribution Fund Payments required to be made by the PMs in the aggregate to be greater or less than the amount that would be payable if their market share remained the same. In certain circumstances, an increase in the market share of the SPMs could increase the aggregate amount of Annual Payments and Strategic Contribution Fund Payments because the Annual Payments and Strategic Contribution Fund Payments to be made by the SPMs are not adjusted for the Previously Settled States Reduction. However, in other circumstances, an increase in the market share of the SPMs could decrease the aggregate amount of Annual Payments and Strategic Contribution Fund Payments because the SPMs are not required to make any Annual Payments or Strategic Contribution Fund Payments unless their market share increases above their Base Share, or because of the manner in which the Inflation Adjustment is applied to each SPM's payments.

Payments Made to Date

As required, the OPMs have made all of the Initial Payments, the PMs have made the first eight Annual Payments and the California Escrow Agent has disbursed to the County the County's allocable portions thereof and certain other amounts under the MSA totaling \$135,865,224.07* to date. These amounts are not pledged to payment of the Series 2007 Bonds. Under the MSA, the computation of Initial Payments, Annual Payments and Strategic Contribution Payments by the MSA Auditor is confidential and may not be used for purposes other than those stated in the MSA. The sole sources of information regarding the computation and amount of such payments are the reports and accountings furnished to the County, the Corporation, and the Issuer by the State.

MSA Payments Made to Date

Year	Type of Payment	Actual Payment
1999/2000	Upfront and Initial Payment	\$10,418,258.53
2001	Initial Payment	4,375,955.46
2002	Initial Payment	5,290,730.19
2003	Initial Payment	5,608,478.55
2000	Annual Payment	7,811,826.79
2001	Annual Payment; Federal Tax Refund	9,316,874.99
2002	Annual Payment	14,647,793.35
2003	Annual Payment; Settlement Payment	14,022,354.34
2004	Annual Payment	16,473,066.13
2005	Annual Payment	16,708,894.21
2006	Annual Payment	15,284,329.96**
2007	Annual Payment	15,906,661.57

* Equal to the sum of actual payments reflected in the schedule of Tobacco Master Settlement Agreement Payments to Counties and Cities 1999-2007 included on the website for the Office of the Attorney General of the State as of the date of this Offering Circular and set forth above. Such schedule, however, reflects payments to the County in the aggregate amount of \$117,542,342.62.

** Reflects withholdings made by PMs in April 2006 with respect to their market share losses for calendar year 2003. See "RISK FACTORS — Other Potential Payment Decreases Under the Terms of the MSA — *NPM Adjustment*" herein.

Both the Settling States and one or more of the PMs are disputing or have disputed the calculations of some of the Initial Payments for the years 2000 through 2003, and some Annual Payments for the years 2000 through 2007. In addition, subsequent revisions in the information delivered to the MSA Auditor (on which the MSA Auditor's calculations of the Initial and Annual Payments are based) have in the past and may in the future result in a recalculation of the payments shown above. Such revisions may also result in routine recalculation of future payments. No assurance can be given as to the magnitude of any such recalculation and such recalculation could trigger the Offset for Miscalculated or Disputed Payments.

“Most Favored Nation” Provisions

If any non-foreign governmental entity other than the federal government should reach a settlement of released claims with PMs that provides more favorable terms to the governmental entity than does the MSA to the Settling States, the terms of the MSA will be modified to match those of the more favorable settlement. Only the non-economic terms may be considered for comparison.

In the event that any Settling State should reach a settlement of released claims with NPMs that provides more favorable terms to the NPMs than the MSA does to the PMs, or relieves in any respect the obligation of any PM to make payments under the MSA, the terms of the MSA will be deemed modified to match the NPM settlement or such payment terms, but only with respect to the particular Settling State. In no event will the adjustments discussed in this paragraph modify the MSA with regard to other Settling States.

State Specific Finality and Final Approval

The MSA provides that payments could not be disbursed to the individual Settling States until the occurrence of each of two events: State Specific Finality and Final Approval.

“**State-Specific Finality**” means, with respect to an individual Settling State, that (i) such state has settled its pending or potential litigation against the tobacco companies with a consent decree, which decree has been approved and entered by a court within the Settling State and (ii) the time for all appeals against the consent decree has expired. All Settling States have achieved State Specific Finality.

“**Final Approval**” marks the approval of the MSA by the Settling States and means the earlier of (i) the date on which at least 80% of the Settling States, both in terms of number and dollar volume entitlement to the proceeds of the MSA, have reached State-Specific Finality, or (ii) June 30, 2000. Final Approval was achieved on November 12, 1999.

Disbursement of Funds from Escrow

The MSA Auditor makes all calculations necessary to determine the amounts to be paid by each PM, as well as the amounts to be disbursed to each of the Settling States. Not less than 40 days prior to the date on which any payment is due, the MSA Auditor must provide copies of the disbursement calculations to all parties to the MSA, who must within 30 days prior to the date on which such payment is due advise the other parties if it questions or challenges the calculations. The final calculation is due from the MSA Auditor not less than 15 days prior to the payment due date. The calculation is subject to further adjustments if previously missing information is received. In the event of a challenge to the calculations, the non-challenged part of a payment shall be processed in the normal course. Challenges will be submitted to binding arbitration. The information provided by the MSA Auditor to the State with respect to calculations of amounts to be paid by PMs is confidential under the terms of the MSA and may not be disclosed to the Issuer or the Bondholders.

Disbursement of the funds by the MSA Escrow Agent from the escrow accounts shall occur within 10 business days of receipt of the particular funds. The MSA Escrow Agent will disburse the funds due to, or as directed by, each Settling State in accordance with instructions received from that state.

Advertising and Marketing Restrictions; Educational Programs

The MSA prohibits the PMs from certain advertising, marketing and other activities that may promote the sale of cigarettes and smokeless tobacco products (“**Tobacco Products**”). Under the MSA, the PMs are generally prohibited from targeting persons under 18 years of age within the Settling States in the advertising, promotion or marketing of Tobacco Products and from taking any action to initiate, maintain or increase smoking by underage persons within the Settling States. Specifically, the PMs may not (i) use any cartoon characters in advertising, promoting, packaging or labeling Tobacco Products; (ii) distribute any free samples of Tobacco Products except in a restricted facility where the operator thereof is able to ensure that no underage persons are present; or (iii) provide to any underage person any item in exchange for the purchase of Tobacco Products or for the furnishing of proof-of-purchase coupons. The PMs are also prohibited from placing any new outdoor and transit advertising, and are committed to remove any existing outdoor and transit advertising for Tobacco Products in the Settling States. Other

examples of prohibited activities include, subject to limited exceptions, the sponsorship of any athletic, musical, artistic or other social or cultural event in exchange for the use of tobacco brand names as part of the event; the making of payments to anyone to use, display, make reference to or use as a prop any Tobacco Product or item bearing a tobacco brand name in any motion picture, television show, theatrical production, music performance, commercial film or video game; the sale or distribution in the Settling States of any non-tobacco items containing tobacco brand names or selling messages; and the sale of packs of cigarettes containing fewer than 20 cigarettes until at least December 31, 2001.

In addition, the PMs have agreed under the MSA to provide funding for the organization and operation of a charitable foundation (the “**Foundation**”) and educational programs to be operated within the Foundation. The main purpose of the Foundation will be to support programs to reduce the use of Tobacco Products by underage persons and to prevent diseases associated with the use of Tobacco Products. On March 31, 1999, and on March 31 of each subsequent year for a period of nine years thereafter, each OPM is required to pay its Relative Market Share of \$25,000,000 (which is not subject to any adjustments, offsets or reductions pursuant to the MSA) to fund the Foundation. In addition, each OPM is required to pay its Relative Market Share of \$250,000,000 on March 31, 1999, and \$300,000,000 on March 31 of each of the subsequent four years to fund the Foundation. Furthermore, each PM may be required to pay its Relative Market Share of \$300,000,000 on April 15, 2004, and on April 15 of each year thereafter in perpetuity if, during the year preceding the year when payment is due, the sum of the Market Shares of the PMs equals or exceeds 99.05%. The Foundation may also be funded by contributions made by other entities.

Remedies upon the Failure of a PM to Make a Payment

Each PM is obligated to pay when due the undisputed portions of the total amount calculated as due from it by the MSA Auditor’s final calculation. Failure to pay such portion shall render the PM liable for interest thereon from the date such payment is due to (but not including) the date paid at the prime rate published from time to time by *The Wall Street Journal* or, in the event *The Wall Street Journal* is no longer published or no longer publishes such rate, an equivalent successor reference to rate determined by the MSA Auditor, plus three percentage points. In addition, any Settling State may bring an action in court to enforce the terms of the MSA. Before initiating such proceeding, the Settling State is required to provide thirty (30) days’ written notice to the attorney general of each Settling State, to NAAG and to each PM of its intent to initiate proceedings.

Termination of Agreement

The MSA is terminated as to a Settling State if (i) the MSA or consent decree in that Jurisdiction is disapproved by a court and the time for an appeal has expired, the appeal is dismissed or the disapproval is affirmed or (ii) the representations and warranties of the attorney general of that Jurisdiction relating to the ability to release claims are breached or not effectively given. In addition, in the event that a PM enters bankruptcy and fails to perform its financial obligations under the MSA, the Settling States, by vote of at least 75% of the Settling States, both in terms of number and of entitlement to the proceeds of the MSA, may terminate certain financial obligations of that particular manufacturer under the MSA.

The MSA provides that if it is terminated, then the statute of limitations with respect to released claims will be tolled from the date the Settling State signed the MSA until the later of the time permitted by applicable law or one year from the date of termination and the parties will jointly move for the reinstatement of the claims and actions dismissed pursuant to the MSA. The parties will return to the positions they were in prior to the execution of the MSA.

Severability

By its terms, most of the major provisions of the MSA are not severable from its other terms. If a court materially modifies, renders unenforceable or finds unlawful any nonseverable provision, the attorneys general of the Settling States and the OPMs are to attempt to negotiate substitute terms. If any OPM does not agree to the substitute terms, the MSA terminates in all Settling States affected by the court’s ruling.

Amendments and Waivers

The MSA may be amended by all PMs and Settling States affected by the amendment. The terms of any amendment will not be enforceable against any Settling State which is not a party to the amendment. The MSA provides that any waiver will be effective only against the parties to such waiver and only with respect to the breach specifically waived, although this provision may be unenforceable.

MSA Provisions Relating to Model/Qualifying Statutes

General. The MSA sets forth the schedule and calculation of payments to be made by OPMs to the Settling States. As described above, the Annual Payments and Strategic Contribution Payments are subject to, among other adjustments and reductions, the NPM Adjustment, which may reduce the amount of money that a Settling State receives pursuant to the MSA. The NPM Adjustment will reduce payments of a PM if such PM experiences certain losses of market share in the United States as a result of participation in the MSA.

Settling States may eliminate or mitigate the effect of the NPM Adjustment by taking certain actions, including the adoption and diligent enforcement of a statute, law, regulation or rule (a “**Qualifying Statute**”) which eliminates the cost disadvantages that PMs experience in relation to NPMs as a result of the provisions of the MSA. “Qualifying Statute,” as defined in Section IX(d)(2)(E) of the MSA, means a statute, regulation, law, or rule adopted by a Settling State that “effectively and fully neutralizes the cost disadvantages that PMs experience vis-à-vis NPMs within such Settling State as a result of the provisions of the MSA.” Exhibit T to the MSA sets forth the model form of Qualifying Statute (the “**Model Statute**”) that will qualify as a Qualifying Statute so long as the statute is enacted without modification or addition (except for particularized state procedural or technical requirements) and is not enacted in conjunction with any other legislative or regulatory proposal. The MSA also provides a procedure by which a Settling State may enact a statute that is not the Model Statute and receive a determination from a nationally recognized firm of economic consultants that such statute is a Qualifying Statute. See “RISK FACTORS – Other Potential Payment Decreases under the Terms of the MSA – *NPM Adjustment*” and “– Litigation Challenging the MSA, the Qualifying Statute and Related Legislation” herein.

If a Settling State continuously has a Qualifying Statute in full force and effect and diligently enforces the provisions of such statute, the MSA states that the payments allocated to such Settling State will not be subject to a reduction due to the NPM Adjustment. Furthermore, the MSA dictates that the aggregate amount of the NPM Adjustment is to be allocated, in a pro-rata manner, among all Settling States that do not adopt and enforce a Qualifying Statute. In addition, if the NPM Adjustment allocated to a particular Settling State exceeds its allocated payment, that excess is to be reallocated equally among the remaining Settling States that have not adopted and enforced a Qualifying Statute. Thus, Settling States that do not adopt and enforce a Qualifying Statute will receive reduced allocated payments if an NPM Adjustment is in effect.

The MSA provides that if a Settling State enacts a Qualifying Statute that is a Model Statute and uses its best efforts to keep the Model Statute in effect, but a court invalidates the statute, then, although that state remains subject to the NPM Adjustment, the NPM Adjustment is limited to no more, on a yearly basis, than 65% of the amount of such state’s allocated payment (including reallocations described above). The determination from a nationally recognized firm of economic consultants that a statute constitutes a Qualifying Statute is subject to reconsideration in certain circumstances and such statute may later be deemed not to constitute a Qualifying Statute. In the event that a Qualifying Statute that is not the Model Statute is invalidated or declared unenforceable by a court, or, upon reconsideration by a nationally recognized firm of economic consultants, is determined not to be a Qualifying Statute, the Settling State that adopted such statute will become fully subject to the NPM Adjustment. Moreover, if a state adopts a Qualifying Statute but then repeals it or amends it in such fashion that it is no longer a Qualifying Statute, then such state will no longer be entitled to any protection from the NPM Adjustment. At all times, a state’s protection from the NPM Adjustment is conditioned upon the diligent enforcement of its Qualifying Statute.

Summary of the Model Statute. One of the objectives of the MSA (as set forth in the Findings and Purpose section of the Model Statute) is to shift the financial burdens of cigarette smoking from the Settling States to the tobacco product manufacturers. The Model Statute provides that any tobacco manufacturer that does not join the MSA would be subject to the provisions of the Model Statute because

[i]t would be contrary to the policy of the state if tobacco product manufacturers who determine not to enter into such a settlement could use a resulting cost advantage to derive large, short-term profits in the years before liability may arise without ensuring that the state will have an eventual source of recovery from them if they are proven to have acted culpably. It is thus in the interest of the state to require that such manufacturers establish a reserve fund to guarantee a source of compensation and to prevent such manufacturers from deriving large, short-term profits and then becoming judgment-proof before liability may arise.

Accordingly, pursuant to the Model Statute, a tobacco manufacturer that is an NPM under the MSA must deposit an amount for each cigarette it sells into an escrow account (which amount increases on a yearly basis, as set forth in the Model Statute).

The State's Qualifying Statute defines "units sold" as the number of individual cigarettes sold in the State by the applicable tobacco product manufacturer, whether directly or through a distributor, retailer, or similar intermediary or intermediaries, during the year in question, as measured by excise taxes collected by the State on packs bearing the excise tax stamp or imprint of the State, or on roll-your-own tobacco.

The amounts deposited into the escrow accounts by the NPMs may only be used in limited circumstances. Although the NPM receives the interest or other appreciation on such funds, the principal may only be released (i) to pay a judgment or settlement on any claim of the type that would have been released by the MSA brought against such NPM by the applicable Settling State or any Releasing Party located within such state; (ii) with respect to Settling States that have enacted and have in effect Allocable Share Release Amendments (described below in the next paragraph), to the extent that the NPM establishes that the amount it was required to deposit into the escrow account was greater than the total payments that such NPM would have been required to make if it had been a PM under the MSA (as determined before certain adjustments or offsets) or, with respect to Settling States that do not have in effect such Allocable Share Release Amendments, to the extent that the NPM establishes that the amount it was required to deposit into the escrow account was greater than such state's allocable share of the total payments that such NPM would have been required to make if it had been a PM under the MSA (as determined before certain adjustments or offsets); or (iii) 25 years after the date that the funds were placed into escrow (less any amounts paid out pursuant to (i) or (ii)).

In recent years legislation has been enacted in at least 44 of the Settling States, including the State, to amend the Qualifying or Model Statutes in those states by eliminating the reference to the allocable share and limiting the possible release an NPM may obtain under a Model Statute to the excess above the total payment that the NPM would have paid for its cigarettes had it been a PM (each an "Allocable Share Release Amendment").

If the NPM fails to place funds into escrow as required, the attorney general of the applicable Settling State may bring a civil action on behalf of the state against the NPM. If a court finds that an NPM violated the statute, it may impose civil penalties as follows: (i) an amount not to exceed 5% of the amount improperly withheld from escrow per day of the violation and in an amount not to exceed 100% of the original amount improperly withheld from escrow; (ii) in the event of a knowing violation, an amount not to exceed 15% of the amount improperly withheld from escrow per day of the violation and, in any event, not to exceed 300% of the original amount improperly withheld from escrow; and (iii) in the event of a second knowing violation, the court may prohibit the NPM from selling cigarettes to consumers within such state (whether directly or through a distributor, retailer or similar intermediary) for a period not to exceed two years. NPMs include foreign tobacco manufacturers that intend to sell cigarettes in the United States that do not themselves engage in an activity in the United States but may not include the wholesalers of such cigarettes. However, enforcement of the Model Statute against such foreign manufacturers that do not do business in the United States may be difficult. See "RISK FACTORS – Litigation Challenging the MSA, the Qualifying Statutes and Related Legislation" herein.

Status of California Qualifying Statute. The California Qualifying Statute, in the form of the Model Statute attached to the MSA as Exhibit T, has been enacted as Article 3, Chapter 1, Part 3, Division 103, Section 104555 *et seq.* of the California Health and Safety Code. Counsel for the OPMs has confirmed in writing that the California Qualifying Statute, if maintained and preserved in its current form, would constitute a Model Statute within the

meaning of the MSA. See “RISK FACTORS – Litigation Challenging the MSA, the Qualifying Statutes and Related Legislation” herein.

THE CALIFORNIA CONSENT DECREE, THE MOU, THE ARIMOU AND THE CALIFORNIA ESCROW AGREEMENT

There follows a brief description of the California Consent Decree, the MOU, the ARIMOU and the California Escrow Agreement. This description is not complete and is subject to, and qualified in its entirety by reference to, the terms of the MOU, the ARIMOU, the Consent Decree and the California Escrow Agreement, each of which is attached to this Offering Circular as Appendix D.

General Description

On December 9, 1998, the Consent Decree and Final Judgment that governs the class action portion of the State’s action against the tobacco companies, was entered in the Superior Court of the State of California for the County of San Diego. The Decree, which is final and non appealable, settled the litigation brought by the State against the OPMs and resulted in the achievement of California State Specific Finality under the MSA. The Decree incorporated by reference the MOU. The Superior Court of the State of California for the County of San Diego entered an order approving the ARIMOU on January 18, 2000. On July 30, 2001, an order was issued by the Superior Court of the State of California for San Diego County amending the ARIMOU with respect to the right of each Eligible City or County to transfer its MOU Proportional Allocable Shares in tobacco securitizations without approval of the indenture trustee.

Prior to the entering of the Decree, the plaintiffs of certain pending lawsuits agreed, among other things, to coordinate their pending cases and to allocate certain portions of the recovery among the State and the Participating Jurisdictions. This agreement was memorialized in the MOU. To set forth the understanding of the interpretation to be given to the terms of the MOU and to establish procedures for the resolution of any future disputes that may arise regarding the interpretation of the MOU among the State and the Participating Jurisdictions, the parties entered into the ARIMOU. Upon satisfying certain conditions set forth in the MOU and the ARIMOU, the Participating Jurisdictions are deemed to be “eligible” to receive a share of the TSRs to which the State is entitled under the MSA. As of the date of this Offering Circular, all of the Participating Jurisdictions under the MOU and ARIMOU, including the County, have satisfied the conditions of the MOU and the ARIMOU and are eligible to receive funds under the MOU and the ARIMOU. See “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – State-Specific Finality and Final Approval” herein.

Under the MOU, 45% of the State’s allocation of TSRs under the MSA is allocated to the Participating Jurisdictions that are counties, 5% is allocated to the four Participating Jurisdictions that are cities, and 50% is retained by the State. The 45% share of the TSRs allocated to the Participating Jurisdictions that are counties is allocated among the counties based on population, on a per capita basis as reported in the Official United States Decennial Census. The last Official United States Decennial Census for which official information is available is 2000. The allocations made to the Participating Jurisdictions through December 2001 were based upon the 1990 Census data. Pursuant to the proportional allocable share provided in the MOU and the ARIMOU (based upon the 2000 Census data), the County is entitled to receive 2.053116% of the total statewide share of the TSRs allocated to Participating Jurisdictions that are counties within the State. This percentage is subject to adjustment for population and other factors as described below. See “– Flow of Funds and California Escrow Agreement” below.

To set forth the understanding of the interpretation to be given to the terms of the MOU and to establish procedures for the resolution of any future disputes that may arise regarding the interpretation of the MOU among the State and the Participating Jurisdictions, the parties entered into the ARIMOU.

Flow of Funds and California Escrow Agreement

Under the MSA, the State’s portion of the TSRs are deposited into the California State Specific Account held by the MSA Escrow Agent. Pursuant to the terms of the MOU, the ARIMOU and an Escrow Agreement between the State and the California Escrow Agent, the State has instructed the MSA Escrow Agent to transfer (upon receipt thereof) all amounts in the California State Local Agency Escrow Account to the California Escrow

Agent. The California Escrow Agent will deposit the State's 50% share of the TSRs in an account for the benefit of the State, and the remaining 50% of the TSRs into separate accounts within the California Local Government Escrow Account for the benefit of the Participating Jurisdictions. The transfer of the TSRs into the California Local Government Escrow Account is not subject to legislative appropriation by the State or any further act by the State, nor are such funds subject to any lien of the State.

Pursuant to the California Escrow Agreement, the California Escrow Agent will distribute to each Participating Jurisdiction (including the County) its allocable proportional share of the TSRs as determined by the MOU and the ARIMOU, within one business day of a deposit into the California Local Government Escrow Account, unless the California Escrow Agent receives different instructions in writing from the State three business days prior to a deposit. The State may make any necessary adjustment to the allocable proportional shares following the issuance of each Official United States Decennial Census. See the ARIMOU attached hereto as Appendix D for a list of the Participating Jurisdictions and their proportional allocable share under the ARIMOU.

On July 30, 2001, an order was issued by the Superior Court of the State of California for the County of San Diego amending the ARIMOU (the "**ARIMOU Amendment**"). The order provides that an Eligible City or Eligible County participating in a tobacco securitization may provide that, once the related bonds are issued and so long as the related bonds are Outstanding, all amounts of its MOU Proportional Allocable Share may be transferred directly to the indenture trustee for the related bonds, and that so long as such bonds are Outstanding, no further transfer instructions may be provided to the State for transmission to the California Escrow Agent unless countersigned by the indenture trustee and, after the related bonds are repaid, unless countersigned by the relevant buyer. The County will execute instructions to provide for transfer of the Post-2026 Sold Tobacco Assets, the 2008-2020 Sold Tobacco Assets and the 2021-2026 Sold Tobacco Assets directly to the Indenture Trustee pursuant to the ARIMOU Amendment.

All fees and expenses due and owing the California Escrow Agent will be deducted equally from the State Escrow Account and the California Local Government Escrow Account prior to the disbursement of any funds pursuant to the California Escrow Agreement. Such fees are set forth in the California Escrow Agreement and may be adjusted to conform to its then current guidelines. If at any time the California Escrow Agent is served with any judicial or administrative order or consent decree that affects the amounts deposited with the California Escrow Agent, the California Escrow Agent is authorized to comply with such order or consent decree in any manner it or its legal counsel deems appropriate. If any fees, expenses or costs incurred by the California Escrow Agent or its legal counsel are not promptly paid, the Escrow Agent may reimburse itself from TSRs in escrow. The California Escrow Agreement provides that only the State and the California Escrow Agent, and their respective permitted successors, are entitled to its benefits. Pursuant to the Loan Agreement, an event of default will have occurred if the County revokes its instructions under the California Escrow Agreement, which will, in turn, cause an Event of Default under the Indenture.

The California Escrow Agreement also provides a mechanism for the State to escrow TSRs to satisfy "claims over" entitling a PM to an offset for amounts paid under the MSA. See "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Adjustment to Payments – *Offset for Claims Over*" herein.

Enforcement Provisions of the Decree, the MOU and the ARIMOU

The MOU provides that the distribution of tobacco-related recoveries is not subject to alteration by legislative, judicial or executive action at any level, and, if such alteration were to occur and survive legal challenge, any modification would be borne proportionally by the State and the Participating Jurisdictions. The Decree specifically incorporates the entire the MOU as if it were set forth in full in the Decree. Thus, the allocation of the State's TSRs under the MSA among the State and the Participating Jurisdictions set forth in the MOU is final and non-appealable. However, the MSA provides (and the Decree confirms) that only the State is entitled to enforce the PMs' payment obligations under the MSA, and the State is prohibited expressly from assigning or transferring its enforcement rights. In addition, the State and the Participating Jurisdictions are the only intended beneficiaries of the ARIMOU and the only parties entitled to enforce its terms and those provisions of the MOU incorporated into the ARIMOU.

Release and Dismissal of Claims

The MSA provides that, effective upon the occurrence of State Specific Finality in the State, the State will release and discharge all past, present and future smoking related claims against all Released Parties. In the MOU and the ARIMOU, the County and the other Participating Jurisdictions agreed that the sharing of the recovery in the State's TSRs was conditioned upon the release by each Participating Jurisdiction of all tobacco related claims consistent with the extent of the State's release and a dismissal with prejudice of any state or county's pending action. The County has taken the necessary action to satisfy this condition.

Potential Payment Adjustments under the MOU and the ARIMOU

The MOU provides that the amounts of TSRs payable thereunder are subject to numerous adjustments. See "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Adjustments to Payments" and "RISK FACTORS – Potential Payment Adjustments under the MOU and the ARIMOU" herein.

CERTAIN INFORMATION RELATING TO THE TOBACCO INDUSTRY

The following description of the domestic tobacco industry has been compiled from certain publicly available documents of the tobacco companies and their parent companies and certain publicly available analyses of the tobacco industry and other public sources. Certain of the companies file annual, quarterly, and certain other reports with the Securities and Exchange Commission (the "SEC"). Such reports are available on the SEC's website (www.sec.gov). The following information does not, nor is it intended to, provide a comprehensive description of the domestic tobacco industry, the business, legal and regulatory environment of the participants therein, or the financial performance or capability of such participants. Although the Issuer has no independent knowledge of any facts indicating that the following information is inaccurate in any material respect, the Issuer has not independently verified this information and cannot and does not warrant the accuracy or completeness of this information. To the extent that reports submitted to the MSA Auditor by the PMs pursuant to the requirements of the MSA provide information that is pertinent to the following discussion, including market share information, the California Attorney General has not consented to the release of such information pursuant to the confidentiality provisions of the MSA. Prospective investors in the Series 2007 Bonds should conduct their own independent investigations of the domestic tobacco industry to determine if an investment in the Series 2007 Bonds is consistent with their investment objectives.

Retail market share information, based upon shipments or sales as reported by the OPMs for purposes of their filings with the SEC, may be different from Relative Market Share for purposes of the MSA and the respective obligations of the PMs to contribute to Annual Payments and Strategic Contribution Payments. The Relative Market Share information reported is confidential under the MSA. See "SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Overview of Payments by the Participating Manufacturers; MSA Escrow Agent " – Annual Payments" and " – Strategic Contribution Payments" herein. Additionally, aggregate market share information, based upon shipments as reported by Loews Corporation and reflected in the chart below entitled "Manufacturers' Domestic Market Share Based on Shipments" is different from that utilized in the bond structuring assumptions. See "METHODOLOGY AND BOND STRUCTURING ASSUMPTIONS" herein.

MSA payments are computed based in part on cigarette shipments in or to the 50 states of the United States, the District of Columbia and Puerto Rico. The Global Insight Cigarette Consumption Report states that the quantities of cigarettes shipped and cigarettes consumed within the 50 states of the United States, the District of Columbia and Puerto Rico may not match at any given point in time as a result of various factors, such as inventory adjustments, but are substantially the same when compared over a period of time.

Industry Overview

According to publicly available documents of Loews Corporation, the parent company of Lorillard, Inc., the three leading manufacturers of tobacco products in the U.S. in 2006 collectively accounted for approximately 86.8% of the domestic cigarette retail industry when measured by shipment volume. The market for cigarettes in the

U.S. divides generally into premium and discount sales, approximately 72.5% and 27.5%, respectively, measured by volume of all domestic cigarette sales for calendar year 2006, as reported by Loews Corporation.

Philip Morris USA Inc. (“**Philip Morris**”), a wholly-owned subsidiary of Altria Group, Inc. (“Altria”), is the largest tobacco company in the U.S. Prior to a name change on January 27, 2003, the Altria Group, Inc. was named Philip Morris Companies Inc. In its Form 10-K filed with the SEC for calendar year 2006, Altria reported that Philip Morris’s domestic retail market share for calendar year 2006 was 50.3% (based on sales), which represents an increase of 0.3 share points from its reported domestic retail market share (based on sales) of 50.0% for calendar year 2005. In its Form 10-Q filed with the SEC for the three months ended June 30, 2007, Altria reported that Philip Morris’ domestic retail market share for the quarter ended June 30, 2007 was 50.5% (based on sales), which is the same as its reported sales-based domestic retail market share for the comparable quarter of 2006. Philip Morris’s major premium brands are Marlboro, Virginia Slims and Parliament. Its principal discount brand is Basic. Marlboro is the largest selling cigarette brand in the U.S., with approximately 40.5% of the U.S. domestic retail share for calendar year 2006, up from 40.0% from the calendar year 2005, and has been the world’s largest-selling cigarette brand since 1972. Philip Morris’s market share information is based on data from the IRI/Capstone Total Retail Panel (“**IRI/Capstone**”), which was designed to measure market share in retail stores selling cigarettes, but was not designed to capture Internet or direct mail sales.

Reynolds American Inc. (“**Reynolds American**”), is the second largest tobacco company in the U.S. Reynolds American became the parent company of R.J. Reynolds Tobacco Company (“**Reynolds Tobacco**”) on July 30, 2004, following a transaction that combined Reynolds Tobacco and the U.S. operations of Brown & Williamson Tobacco Corp. (“**B&W**”), previously the third largest tobacco company in the U.S., under the Reynolds Tobacco name. In connection with this merger, Reynolds American assumed all pre-merger liabilities, costs and expenses of B&W, including those related to the MSA and related agreements and with respect to pre-merger litigation of B&W. Reynolds American is also the parent company of Lane Limited, a manufacturer and marketer of specialty tobacco products, and Santa Fe Natural Tobacco Company, Inc., both of which are SPMs.

In its Form 10-K filed with the SEC for calendar year 2006, Reynolds American reported that its domestic retail market share for calendar year 2006 was 29.78% (measured by sales volume), which represents a decrease of 0.50 share points from the 30.28% for calendar year 2005 combined domestic retail market share of Reynolds Tobacco and B&W. In its Form 10-Q filed with the SEC for the three months ended March 31, 2007, Reynolds American reported its domestic retail market share for the quarter ended March 31, 2007 was 29.41% (measured by sales volume), which represents a decrease of 0.50 share points from the comparable quarter of 2006. Reynolds American’s major premium brands are Camel, Kool, Winston and Salem. Its discount brands include Doral and Pall Mall. Reynolds American’s market share information is based on IRI/Capstone data.

Lorillard, Inc. (“**Lorillard**”), a wholly-owned subsidiary of Loews Corporation, is the third largest tobacco company in the U.S. On February 6, 2002, in an initial public offering, Loews Corporation issued shares of Carolina Group stock, which is intended to reflect the economic performance of Loews Corporation’s stock in Lorillard. Carolina Group is not a separate legal entity. In its Form 10-K filed with the SEC for calendar year 2006, Loews Corporation reported that Lorillard’s domestic retail market share for calendar year 2006 was 9.7% (measured by shipment volume), which represents an increase of 0.5 share points from its self-reported domestic retail market share of 9.2% (measured by shipment volume) for calendar year 2005. In its Form 10-Q filed with the SEC for the three months ended June 30, 2007, Loews Corporation reported that Lorillard’s domestic retail market share for the three months ended June 30, 2007 was 10.2% (measured by shipment volume), which represents an increase of 0.8 share points from the 9.4% domestic retail market share for the comparable quarter of 2006. Lorillard’s principal brands are Newport, Kent, True, Maverick, and Old Gold. Its largest selling brand is Newport, which accounted for approximately 91.8% of Lorillard’s unit sales for the calendar year 2006. Market share data reported by Lorillard is based on data made available by Management Science Associates, Inc. (“**MSAI**”), an independent third-party database management organization that collects wholesale shipment data.

Based on the domestic retail market shares discussed above, the remaining share of the U.S. retail cigarette market for calendar year 2006 was held by a number of other domestic and foreign cigarette manufacturers, including Liggett Group, Inc. (“**Liggett**”), a wholly-owned subsidiary of Vector Group Ltd. (“**Vector**”). Liggett, the operating successor to the Liggett & Myers Tobacco Company, is the fourth largest tobacco company in the U.S. In its Form 10-K filed with the SEC for calendar year 2006, Vector reported that Liggett’s domestic retail market share

in 2006 was 2.4% (measured by shipment volume), which represents an increase of 0.2 share points from its self-reported 2005 domestic retail market share of 2.2%. All of Liggett's unit volume for the calendar year 2006 was in the discount segment. Its brands include Liggett Select, Grand Prix, Eve, Pyramid and USA. In November 2001, Vector Group launched OMNI, which Vector Group claims is the first reduced-carcinogen cigarette that tastes, smokes and burns like other premium cigarettes. Additionally, Vector Group announced that it has introduced three varieties of a low nicotine cigarette in eight states, one of which is reported to be virtually nicotine free, under the brand name QUEST. Vector has determined to postpone the national launch of QUEST indefinitely. Liggett and Vector Group Ltd. are SPMs under the MSA.

Shipment Trends

The following table sets forth the approximate comparative positions of the leading producers in the U.S. domestic tobacco industry, each of which is an OPM under the MSA, based upon cigarette shipments. Individual domestic OPM shipments are as reported in the publicly available documents of the OPMs. Total industry shipments are based on data made available by MSAI, as reported in publicly available documents of Loews Corporation.

Effective in June of 2004, MSAI changed the way it reports market share information to include actual units shipped by Commonwealth Brands, Inc. ("CBI"), an SPM who markets deep discount brands, and implemented a new model for estimating unit sales of smaller, primarily deep discount marketers. MSAI has restated its reports to reflect these changes as of January 1, 2001. As a result of these changes, market shares for the three OPMs are lower than had been reflected under MSAI's prior methodology and market shares for CBI and other low volume companies are higher. All industry volume and market share information herein reflects MSAI's revised reporting data. Despite the effects of MSAI's new estimation model for deep discount manufacturers, Lorillard management has indicated that it continues to believe that volume and market share information for the deep discount manufacturers are understated and, correspondingly, market share information for the larger manufacturers are overstated by MSAI.

Manufacturers' Domestic Market Share Based on Shipments*

Manufacturer	2003	2004	2005	2006
Philip Morris	46.7%	47.4%	48.6%	49.2%
Reynolds American**	29.6	28.8	28.1	27.9
Lorillard	8.6	8.8	9.2	9.7
Other***	15.1	15.0	14.1	13.2

* Aggregate market share as reported by Loews Corporation (or as derived from such reports) is different from that utilized in the bond structuring assumptions and may differ from the market share information reported by the OPMs for purposes of their filings with the SEC.

** Prior to July 2004, represents the combined market share of Reynolds Tobacco and B&W.

*** The market share based on shipments of the tobacco manufacturers, other than the OPMs, has been determined by subtracting the total retail market share percentages of the OPMs as reported in the publicly available documents of Loews Corporation from 100%. Results may not total 100% due to rounding.

The following table sets forth the industry's cigarette shipments in the U.S. for the four years ended December 31, 2006. The MSA payments are calculated in part on shipments by the OPMs in or to the U.S. rather than consumption.

Years Ended December 31	Shipments (Billions of Cigarettes)*
2003	401.2
2004	394.5
2005	381.7
2006	372.5

* As reported in SEC filings and other publicly available documents of the Loews Corporation, based on MSAI data.

The information in the foregoing tables, which has been obtained from publicly available documents but has not been independently verified, may differ materially from the amounts used by the MSA Auditor for calculating Annual Payments and Strategic Contribution Fund Payments under the MSA.

Consumption Trends

According to the April 24, 2007 estimates of the U.S. Department of Agriculture (the “USDA”) Economic Research Service (“USDA-ERS”), smokers in the U.S. consumed 371 billion cigarettes in 2006, which represents a decrease of approximately 1.3% from the previous year. USDA-ERS attributes declining cigarette use to a combination of higher consumer costs due to tax and price increases, restrictions on where people can smoke and greater awareness of the health risks associated with smoking. Annual per capita consumption (per adult over 18) has dropped from 2,445 cigarettes in 1996 to 1,654 in 2006. The following chart sets forth domestic cigarette consumption from 2001 through 2006, according to the USDA:

Years Ended December 31	U.S. Domestic Consumption (Billions of Cigarettes)*
2001	425
2002	415
2003	400
2004	388
2005	376
2006	371**

* USDA-ERS. The MSA Payments are calculated in part based on domestic industry shipments rather than consumption. The Global Insight Cigarette Consumption Report states that the quantities of cigarettes shipped and cigarettes consumed within the 50 states of the U.S., the District of Columbia and Puerto Rico may not match at any given time as a result of various factors, such as inventory adjustments, but are substantially the same when compared over a period of time.

** Estimated.

Distribution, Competition and Raw Materials

Cigarette manufacturers sell tobacco products to wholesalers (including distributors), large retail organizations, including chain stores, and the armed services. They and their affiliates and licensees also market cigarettes and other tobacco products worldwide, directly or through export sales organizations and other entities with which they have contractual arrangements.

The market for tobacco products is highly competitive and is characterized by brand recognition and loyalty, with product quality, price, marketing and packaging constituting the significant methods of competition. Promotional activities include, in certain instances, allowances, the distribution of incentive items, price reductions and other discounts. Considerable marketing support, merchandising display and competitive pricing are generally necessary to maintain or improve a brand’s market position. Increased selling prices and taxes on cigarettes have resulted in additional price sensitivity of cigarettes at the consumer level and in a proliferation of discounts and of brands in the discount segment of the market. Generally, sales of cigarettes in the discount segment are not as profitable as those in the premium segment.

The tobacco products of the cigarette manufacturers and their affiliates and licensees are advertised and promoted through various media, although television and radio advertising of cigarettes is prohibited in the U.S. The domestic tobacco manufacturers have agreed to additional marketing restrictions in the U.S. as part of the MSA and other settlement agreements. They are still permitted, however, to conduct advertising campaigns in magazines, at retail cigarette locations, in direct mail campaigns targeted at adult smokers, and in other adult media.

Grey Market

A price differential exists between cigarettes manufactured for sale abroad and cigarettes manufactured for U.S. sale. Consequently, a domestic grey market has developed in cigarettes manufactured for sale abroad, but instead diverted for domestic sales that compete with cigarettes manufactured for domestic sale. The U.S. federal

government and all states, except Massachusetts, have enacted legislation prohibiting the sale and distribution of grey market cigarettes. In addition, Reynolds American has reported that it has taken legal action against certain distributors and retailers who engage in such practices.

Regulatory Issues

Regulatory Restrictions and Legislative Initiatives. The tobacco industry is subject to a wide range of laws and regulations regarding the marketing, sale, taxation and use of tobacco products imposed by local, state, federal and foreign governments. Various state governments have adopted or are considering, among other things, legislation and regulations that would increase their excise taxes on cigarettes, restrict displays and advertising of tobacco products, establish ignition propensity standards for cigarettes, raise the minimum age to possess or purchase tobacco products, ban the sale of “flavored” cigarette brands, require the disclosure of ingredients used in the manufacture of tobacco products, impose restrictions on smoking in public and private areas, restrict the sale of tobacco products directly to consumers or other unlicensed recipients, including over the Internet, and charging state employees who smoke higher health insurance premiums than non-smoking state employees. Five states, Alabama, Georgia, Idaho, Kentucky and West Virginia, charge higher health insurance premiums to state employee smokers than non-smokers, and a number of states have implemented legislation that allows employers to provide incentives to employees who do not smoke. Several large corporations, including Meijer Inc., Gannett Co., American Financial Group Inc., PepsiCo Inc. and Northwest Airlines, are now charging smokers higher premiums. In addition, the U.S. Congress may consider legislation further increasing the federal excise tax, regulation of cigarette manufacturing and sale by the U.S. Food and Drug Administration (the “FDA”), amendments to the Federal Cigarette Labeling and Advertising Act to require additional warnings, reduction or elimination of the tax deductibility of advertising expenses, implementation of a national standard for “fire-safe” cigarettes, regulation of the retail sale of cigarettes over the Internet and in other non-face-to-face retail transactions, such as by mail order and telephone, and banning the delivery of cigarettes by the U.S. Postal Service. In March 2005, for example, bipartisan legislation was reintroduced in the U.S. Congress which would provide the FDA with authority to broadly regulate tobacco products. A bi-partisan group of lawmakers, Massachusetts Senator Edward M. Kennedy, Texas Senator John Cornyn, California Representative Henry Waxman and Virginia Representative Tom Davis, on February 15, 2007 introduced the Family Smoking Prevention and Tobacco Control Act, legislation aimed at placing tobacco products under the authority of the FDA. The bill would give the FDA broad regulatory authority over the sale, distribution, and advertising of tobacco products. Such legislation would, among other anticipated changes, permit the FDA to strengthen warning labels, reduce nicotine levels in tobacco products, police false or misleading advertising and marketing aimed at children and would require manufacturers to provide the FDA with lists of ingredients and additives in their products, including nicotine. Philip Morris has indicated its strong support for this legislation.

In 1964, the Report of the Advisory Committee to the Surgeon General of the U.S. Public Health Service concluded that cigarette smoking was a health hazard of sufficient importance to warrant appropriate remedial action. Since 1966, federal law has required a warning statement on cigarette packaging. Since 1971, television and radio advertising of cigarettes has been prohibited in the U.S. Cigarette advertising in other media in the U.S. is required to include information with respect to the “tar” and nicotine yield of cigarettes, as well as a warning statement.

During the past four decades, various laws affecting the cigarette industry have been enacted. In 1984, Congress enacted the Comprehensive Smoking Education Act. Among other things, the Smoking Education Act:

- establishes an interagency committee on smoking and health that is charged with carrying out a program to inform the public of any dangers to human health presented by cigarette smoking;
- requires a series of four health warnings to be printed on cigarette packages and advertising on a rotating basis;
- increases type size and area of the warning required in cigarette advertisements; and

- requires that cigarette manufacturers provide annually, on a confidential basis, a list of ingredients added to tobacco in the manufacture of cigarettes to the Secretary of Health and Human Services.

Since the initial report in 1964, the Secretary of Health, Education and Welfare (now the Secretary of Health and Human Services) and the Surgeon General have issued a number of other reports that find the nicotine in cigarettes addictive and that link cigarette smoking and exposure to cigarette smoke with certain health hazards, including various types of cancer, coronary heart disease and chronic obstructive lung disease. These reports have recommended various governmental measures to reduce the incidence of smoking. In 1992, the federal Alcohol, Drug Abuse and Mental Health Act was signed into law. This act requires states to adopt a minimum age of 18 for purchases of tobacco products and to establish a system to monitor, report and reduce the illegal sale of tobacco products to minors in order to continue receiving federal funding for mental health and drug abuse programs. Federal law prohibits smoking in scheduled passenger aircraft, and the U.S. Interstate Commerce Commission has banned smoking on buses transporting passengers interstate. Certain common carriers have imposed additional restrictions on passenger smoking.

State and Local Regulation; Private Restrictions. Legislation imposing various restrictions on public smoking also has been enacted in all of the states and many local jurisdictions. A number of states have enacted legislation designating a portion of increased cigarette excise taxes to fund either anti-smoking programs, healthcare programs or cancer research. In addition, educational and research programs addressing healthcare issues related to smoking are being funded from industry payments made or to be made under the MSA.

Several states have enacted or have proposed legislation or regulations that would require cigarette manufacturers to disclose the ingredients used in the manufacture of cigarettes. In September 2003, the Massachusetts Department of Public Health (“MDPH”) announced its intention to hold public hearings on amendments to its tobacco regulations. The proposed regulations would delete any ingredients-reporting requirement. (The U.S. Court of Appeals for the Second Circuit previously affirmed a ruling that the Massachusetts ingredient-reporting law was unconstitutional.) MDPH has proposed to inaugurate extensive changes to its regulations requiring tobacco companies to report nicotine yield rating for cigarettes according to methods prescribed by MDPH. Because MDPH withdrew its notice for a public hearing in November 2003, it is impossible to predict the final form any new regulations will take or the effect they will have on the PMs.

On May 21, 1999, the OPMs filed lawsuits in the U.S. District Court for the District of Massachusetts to enjoin implementation of certain Massachusetts attorney general regulations concerning the advertisement and display of tobacco products. The regulations went beyond those required by the MSA, and banned outdoor advertising of tobacco products within 1,000 feet of any school or playground, as well as any indoor tobacco advertising placed lower than five feet in stores within the 1,000-foot zone. The district court ruled against the industry on January 25, 2000, and the U.S. Court of Appeals for the First Circuit affirmed. The U.S. Supreme Court granted the industry’s petition for writ of certiorari on January 8, 2001, and ruled in favor of RJR Tobacco and the rest of the industry on June 28, 2001. The U.S. Supreme Court found that the regulations were preempted by the Federal Cigarette Labeling and Advertising Act, which precludes states from imposing any requirement or prohibition based on smoking and health with respect to the advertising or promotion of cigarettes labeled in conformity with federal law.

In June 2000, the New York state legislature passed legislation charging New York’s Office of Fire Prevention and Control (“OFPC”) with developing standards for “fire-safe” or self-extinguishing cigarettes. On December 31, 2003, OFPC issued a final standard with accompanying regulations that requires all cigarettes offered for sale in New York State after June 28, 2004 to achieve specified test results when placed on 10 layers of filter paper in controlled laboratory conditions. Reynolds American’s operating companies that sell cigarettes in New York state have provided written certification to both the OFPC and the Office of the Attorney General for New York that each of their cigarette brand styles currently sold in New York has been tested and has met the performance standards set forth in the OFPC’s regulations. Design and manufacturing changes were made for cigarettes manufactured for sale in New York to comply with the standard. Similar laws have been enacted in Alaska, California, Connecticut, Delaware, Illinois, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, Oregon, Rhode Island, Texas, Utah, and Vermont. A number of

other states are also considering similar legislation. Varying standards from state to state could have an adverse effect on the PMs.

According to the Global Insight Cigarette Consumption Report, all of the states and the District of Columbia now require smoke-free indoor air to some degree or in some public places. The most comprehensive bans have been enacted since 1998 in 26 states and a number of large cities. In 1998, California imposed a comprehensive smoking ban for all indoor workplaces, including restaurants and bars. Delaware followed suit in 2002, and in 2003, Connecticut, Maine, New York, and Florida passed similar comprehensive bans, as did the cities of Boston and Dallas. Since then, Arizona, Arkansas, Colorado, the District of Columbia, Hawaii, Illinois, Louisiana, Maryland, Massachusetts, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New Mexico, Ohio, Oregon, Rhode Island, Tennessee, Utah, Vermont, Washington, and Puerto Rico established similar bans, as did the cities of Baltimore, Chicago, Houston, and Philadelphia. The New Mexico, Washington State and Chicago restrictions are stronger than those in other states as they include a ban on outdoor smoking within 25 feet of the entrances of restaurants and other public places. It is expected that these restrictions will continue to proliferate. For example, in July 2007, at least 4 states are considering legislation which would enact comprehensive bans.

The American Nonsmokers' Rights Foundation documents clean indoor air ordinances by local governments throughout the U.S. As of July 3, 2007, there were 2,617 municipalities with indoor smoking restrictions. Of these, 477 local governments required workplaces to be 100% smoke-free, and 100% smoke-free conditions were required for restaurants by 430 governments, and for bars by 318. The number of such ordinances grew rapidly beginning in the 1980s, from less than 200 in 1985 to over 1,000 by 1993, and 1,500 by 2001. The ordinances completely restricting smoking in restaurants and bars have generally appeared in the past decade. In 1993 only 13 municipalities prohibited all smoking in restaurants, and 6 in bars. These numbers grew to 49 for restaurants and 32 for bars in 1998, and doubled again by 2001, to 100 and 74, respectively.

The first extensive outdoor smoking restrictions were instituted in March 2006 in Calabasas, California. The California municipalities of Belmont, Beverly Hills, Dublin, El Cajon, Emeryville and Santa Monica have also established extensive outdoor restrictions. Burbank is expected to follow suit, and in June 2007 an Oakland City Councilmember proposed an outdoor ban. Also, the Belmont City Council has announced that it will draft a law that restricts smoking anywhere in the city except for single-family detached homes. In the past year, San Diego City and Los Angeles, Santa Cruz and San Mateo Counties have banned smoking at beaches and parks, joining over 30 other Southern California cities in prohibiting smoking on the beach. The beach restrictions may soon become statewide. Nassau County, New York and Volusia County, Florida are also considering park and beach bans. At least 43 colleges nationwide now prohibit smoking everywhere on campus. California and Nevada have banned smoking in state prisons. Effective as of January 1, 2008, smoking in nearly all public places throughout Illinois, including in public buildings, most businesses and government vehicles, will be prohibited. Arkansas, Louisiana, Texas and Rockland County, New York now prohibit smoking in a car where there are children present, and similar legislation has been proposed in Arizona, California, Connecticut, Indiana, Iowa, Kansas, Massachusetts, Montana, New Jersey, New York, Oregon, Rhode Island, South Carolina, Utah, West Virginia, and in Bangor, Maine.

In June 2006, the Office of The Surgeon General released a report, "The Health Consequences of Involuntary Exposure to Tobacco Smoke." It is a comprehensive review of health effects of involuntary exposure to tobacco smoke. It concludes definitively that secondhand smoke causes disease and adverse respiratory effects. It also concludes that policies creating completely smoke-free environments are the most economical and efficient approaches to providing protection to non-smokers. The report is expected to strengthen arguments in favor of further smoking restrictions across the country. Further, the California Environmental Protection Agency Air Resources Board declared environmental tobacco smoke to be a toxic air contaminant in 2006.

Smokeless Tobacco Products. Smokeless tobacco products have been available for centuries. As cigarette consumption expanded in the last century, the use of smokeless products declined. Chewing tobacco and snuff are the most significant products in this market. Snuff is a ground or powdered form of tobacco that is placed under the lip and delivers nicotine effectively to the body. Moist snuff is both smoke-free and can be spit-free. According to the Global Insight Consumption Report, chewing tobacco and dry snuff consumption has been declining in the U.S. in this decade, but moist snuff consumption has increased at an annual rate of more than 5% since 2002, and by 10.4% in 2006, when over 5 million consumers purchased 1.1 billion cans. Snuff is now being marketed to adult cigarette smokers as an alternative to cigarettes. UST, the largest producer of moist smokeless tobacco, is explicitly

targeting adult smoker conversion in its growth strategy. The industry is responding to both the proliferation of indoor smoking bans and to a perception that smokeless use is a less harmful mode of tobacco and nicotine usage than cigarettes. In 2006, the three largest U.S. cigarette manufacturers entered the market. Philip Morris introduced a snuff product, Taboka, Reynolds American acquired Conwood Company, L.P., the second largest domestic smokeless-tobacco manufacturer, and introduced Camel Snus, a snuff product, and Lorillard entered into an agreement with Swedish Match North America to develop smokeless tobacco products in the United States. In June 2007, Altria Group announced that it will be entering the snuff market with a product using the "Marlboro" name. Test marketing of the new product is expected to begin in August.

Advocates of the use of snuff as part of a tobacco harm reduction strategy point to Sweden, where 'snus,' a moist snuff manufactured by Swedish Match, use has increased sharply since 1970, and where cigarette smoking incidence among males has declined to levels well below that of other countries. A review of the literature on the Swedish experience concludes that snus, relative to cigarettes, delivers lower concentrations of some harmful chemicals, and does not appear to cause cancer or respiratory diseases. They conclude that snus use appears to have contributed to the unusually low rates of smoking among Swedish men. The Sweden experience is unique, even with respect to its Northern European neighbors. It is not clear whether it could be replicated elsewhere. Public health advocates in the U.S. emphasize that smokeless use results in both nicotine dependence and to increased risks of oral cancer among other health concerns. Snuff use is also often criticized as a gateway to cigarette use.

Voluntary Private Sector Regulation. In recent years, many employers have initiated programs restricting or eliminating smoking in the workplace and providing incentives to employees who do not smoke, including charging higher health insurance premiums to employees who smoke, and many common carriers have imposed restrictions on passenger smoking more stringent than those required by governmental regulations. Similarly, many restaurants, hotels and other public facilities have imposed smoking restrictions or prohibitions more stringent than those required by governmental regulations, including outright bans.

International Agreements. On March 1, 2003, the member nations of the World Health Organization concluded four years of negotiations on an international treaty, the Framework Convention on Tobacco Control (the "FCTC"), aimed at imposing greater legal liability on tobacco manufacturers, banning advertisements of tobacco products (especially to youths), raising taxes and requiring safety labeling and comprehensive listing of ingredients on packaging, among other things. The FCTC entered into force on February 27, 2005 for the first forty countries, including the U.S., that had ratified the treaty prior to November 30, 2004. As of April 27, 2005, 168 countries signed and 64 countries ratified the FCTC. On June 29, 2004 the FCTC was closed for signature, but there is no deadline for ratification. It has been reported that as of December 20, 2006, at least 191 countries had ratified the FCTC.

Excise Taxes. Cigarettes are also currently subject to substantial excise taxes in the U.S. The federal excise tax has remained constant, at \$0.39 per pack of 20 cigarettes, since 2002. This March the U.S. Senate included a \$0.61 increase in the federal excise tax in an amendment to its proposed budget for the 2008 fiscal year, which begins October 1, 2007. The amendment was designed to provide funding for the State Children's Health Insurance Program. House and Senate leaders have indicated that the excise tax is just one of many funding options for the program. If enacted the federal excise tax would equal \$1.00 per pack. According to Global Insight's Consumption Report, should the federal excise tax increase to \$1.00 per pack, the resulting price increase, would, according to its model, lead to a sharper, one-time, consumption decline of 4.3%, or 15.5 billion cigarettes, by 2009. The difference with Global Insight's Base Case forecast would be somewhat lower over the longer term, because forecast assumptions incorporate the likelihood of significant excise tax increases over time.

All states, the District of Columbia, and the Commonwealth of Puerto Rico currently impose taxes at levels ranging from \$0.07 per pack in South Carolina to \$2.575 per pack in New Jersey. In addition, certain municipalities also impose an excise tax on cigarettes ranging up to \$1.50 per pack in New York City and \$2.68 per pack in Chicago, which includes the Cook County tax of \$2.00 per pack. According to the Global Insight Cigarette Consumption Report, excise tax increases were enacted in 20 states and in New York City in 2002, in 13 states in 2003, in 11 states in 2004, and in 8 states (Kentucky, Maine, Minnesota, New Hampshire, North Carolina, Ohio, Virginia, and Washington) in 2005. The increase in Minnesota was not a tax increase, but rather the imposition of a "Health Impact Fee," which has the same effect on consumer prices. Global Insight's Consumption Report considers any such fees as equivalent to excise taxes. In 2006, Texas passed a budget that raised the state excise tax by \$1.00

in January 2007. In 2006, Hawaii, New Jersey, North Carolina, and Vermont enacted legislation which raised excise taxes and in the November 2006 elections referenda passed in Arizona and South Dakota raising excise taxes. In 2007 Connecticut, Delaware, Iowa, Indiana, New Hampshire and Tennessee have each increased excise taxes. These actions increased the average state excise tax to \$1.074 per pack. It is expected that other states will also enact increases in 2007 and in future years. After California voters rejected a ballot initiative on November 7, 2006 that would have raised the tax from \$0.87 to \$3.47 per pack, California lawmakers introduced three new smoking related bills that would: (a) raise the average tax by \$1.90 per pack; (b) impose a fine of \$100 on anyone smoking in a car with a child under the age of 18 present; and (c) ban smoking in state parks and on beaches.

As mentioned above, at least one state, Minnesota, currently imposes a 75-cent "health impact fee" on tobacco manufacturers for each pack of cigarettes sold. The purpose of this fee is to recover the state's health costs related to or caused by tobacco use. The imposition of this fee was contested by Philip Morris and upheld by the Minnesota Supreme Court as not in violation of Minnesota's settlement with the tobacco companies. On February 20, 2007, the U.S. Supreme Court declined to hear Philip Morris' appeal of that decision. See "RISK FACTORS—Other Potential Payment Decreases Under the Terms of the MSA—*NPM Adjustment*" herein. These tax increases and other legislative or regulatory measures could severely increase the cost of cigarettes, limit or prohibit the sale of cigarettes, make cigarettes less appealing to smokers or reduce the addictive qualities of cigarettes.

Civil Litigation

The tobacco industry has been the target of litigation for many years. Both individual and class action lawsuits have been brought by or on behalf of smokers alleging that smoking has been injurious to their health, and by non-smokers alleging harm from environmental tobacco smoke, also known as "secondary smoke." Plaintiffs in these actions seek compensatory and punitive damages aggregating billions of dollars. Philip Morris, for example, has reported that, as of August 1, 2007, there were ten cases on appeal in which verdicts were returned against Philip Morris, including (i) a \$74 billion (out of total a verdict of \$145 billion) punitive damages judgment against Philip Morris in the *Engle* class action, which has been overturned on appeal by the Florida Supreme Court; and (ii) a compensatory and punitive damages verdict totaling approximately \$10.1 billion in the *Price* case in Illinois. The Supreme Court of Illinois subsequently reversed the verdict in *Price* and instructed the trial court to dismiss the case in its entirety. In January 2006 the plaintiffs filed a motion asking the court to reconsider its decision. On May 5, 2006, the Supreme Court of Illinois denied this motion. In October 2006, plaintiffs filed a petition for certiorari with the U.S. Supreme Court. On November 27, 2006, the U.S. Supreme Court denied plaintiff's petition for certiorari. In December 2006, the trial court entered an order of dismissal. In January 2007, the plaintiff filed a motion to vacate the dismissal, which motion is pending. It has been reported that on May 2, 2007 the state trial court judge in the *Price* case asked the Illinois Fifth District Appellate Court whether he has the authority to reopen the *Price* case, citing possible new evidence presented in a case pending before the U.S. Supreme Court. It has also been reported that on May 17, 2007, Philip Morris petitioned the Illinois Supreme Court for an order that would prevent the trial court judge from reopening the *Price* case. See "— Class Action Lawsuits" below. The MSA does not release PMs from liability in either individual or class action cases. Healthcare cost recovery cases have also been brought by governmental and non-governmental healthcare providers seeking, among other things, reimbursement for healthcare expenditures incurred in connection with the treatment of medical conditions allegedly caused by smoking. The PMs are also exposed to liability in these cases, because the MSA only settled healthcare cost recovery claims of the Settling States. Litigation has also been brought against certain PMs and their affiliates in foreign countries.

Pending claims related to tobacco products generally fall within four categories: (1) smoking and health cases alleging personal injury and purporting to be brought on behalf of a class of individual plaintiffs, including cases brought pursuant to a 1997 settlement agreement involving claims by flight attendants alleging injury from exposure to ETS in aircraft cabins (the *Broin II* cases, discussed below); (2) smoking and health cases alleging personal injury brought on behalf of individual plaintiffs; (3) healthcare cost recovery cases brought by governmental (both domestic and foreign) and non-governmental plaintiffs seeking reimbursement for healthcare expenditures allegedly caused by cigarette smoking and/or disgorgement of profits; and (4) other tobacco-related litigation, including class action suits alleging that the use of the terms "Lights" and "Ultra Lights" constitute deceptive and unfair trade practices, suits by former asbestos manufacturers seeking contribution or reimbursement for amounts expended in connection with the defense and payment of asbestos claims that were allegedly caused in whole or in part by cigarette smoking, and various antitrust suits and suits by foreign governments seeking to

recover damages for taxes lost as a result of the allegedly illegal importation of cigarettes into their jurisdictions. Plaintiffs seek various forms of relief, including compensatory and punitive damages, treble/multiple damages and other statutory damages and penalties, creation of medical monitoring and smoking cessation funds, disgorgement of profits, legal fees, and injunctive and equitable relief. Defenses raised in these cases include lack of proximate cause, statutes of limitation and preemption by the Federal Cigarette Labeling and Advertising Act. A recent California Supreme Court decision (*Grisham v. Philip Morris*) regarding a statute of limitations issue in an individual case has held that the plaintiff need not have filed suit when she realized she was addicted, thus permitting her lawsuit to go forward after a lower court had held her claim to be time-barred. This decision could lead to an increase in individual lawsuits in California.

According to Altria, since January 1999 and through May 1, 2007, verdicts have been returned in 45 smoking and health cases, Lights/Ultra Lights cases and healthcare cost recovery cases in which Philip Morris was a defendant. Verdicts in favor of Philip Morris and other tobacco industry defendants were returned in 28 of these cases. Verdicts in favor of plaintiffs were returned in 17 cases. Appeals or post-trial motions by defendants and by plaintiffs are pending in many of these cases. Of the 17 cases in which verdicts were returned in favor of plaintiffs, the *Carter* case (discussed below) was the first to reach final resolution in March 2001, when the plaintiff received payments from a trust in the full amount of the judgment and Brown & Williamson's petition for review of the judgment against it was denied by the U.S. Supreme Court. In addition, eight of the 17 cases have reached final resolution with respect to Philip Morris. A \$17.8 million verdict against defendants in a healthcare cost recovery case in New York was reversed, and all claims were dismissed with prejudice in February 2005 in the *Blue Cross/Blue Shield* case. In October 2004, after exhausting all appeals, Philip Morris paid \$3.3 million in an individual smoking and health case in Florida (the *Eastman* case, discussed below). In March 2005, after exhausting all appeals, Philip Morris paid \$17 million in an individual smoking and health case in California (the *Henley* case, discussed below). Altria has reported that in December 2005, after exhausting all appeals, Philip Morris paid \$328,759 as its share of the judgment amount and interest in a flight attendant ETS case in Florida (the *French* case, discussed below) and will pay attorneys' fees yet to be determined. In addition, in February 2005, after exhausting all appeals, Reynolds Tobacco, due to its obligation to indemnify B&W, paid approximately \$9.1 million in the *Boerner* case (see below) and on June 17, 2005, after exhausting all appeals, Reynolds Tobacco paid a \$196,416 plus interest and costs judgment in an individual case in Kansas (the *Burton* case, discussed below). In March 2006, after exhausting all appeals, Philip Morris paid approximately \$82.5 million (including interest of approximately \$27 million) in an individual smoking and health case in California (the *Boeken* case, described below). In October 2006, after exhausting all appeals, Philip Morris paid approximately \$1.1 million in judgment, interest and attorneys' fees in an individual smoking and health case in Florida (the *Arnitz* case described below) and in January 2007, after exhausting all appeals, Philip Morris paid approximately \$1.1 million in judgment and interest in an individual smoking and health case in Missouri (the *Thompson* case described below).

Class Action Lawsuits. The MSA does not release the PMs from liability in class action lawsuits. Plaintiffs have brought claims as class actions on behalf of large numbers of individuals for damages allegedly caused by smoking, price fixing and consumer fraud. One OPM (Altria) has reported that, as of May 1, 2007, there were 30 such class actions pending against it in the U.S., as well as one each in Brazil and Israel. Plaintiffs in class action smoking and health lawsuits allege essentially the same theories of liability against the tobacco industry as those in the individual lawsuits. Other class action plaintiffs allege consumer fraud or violations of consumer protection or unfair trade statutes. Plaintiffs historically have had limited success in obtaining class certification, a prerequisite to proceeding as a class action lawsuit, because of the individual circumstances related to each smoker's election to smoke and the individual nature of the alleged harm. One OPM (Altria) reports that class certification has been denied or reversed in 57 smoking and health class actions involving that OPM.

To date, plaintiffs have successfully maintained class certification in federal and state court class action cases in at least the following states: California, Florida, Illinois, Louisiana, Massachusetts, Minnesota, Missouri, New York, North Carolina, Ohio, Oregon, Washington, and West Virginia. One OPM (Reynolds) reports that 18 federal courts that have considered the issue, including two courts of appeals, have rejected class certification in smoking and health cases. Only two federal district courts have certified a smoker class action. See (*In re Simon (II) Litigation*, and *Schwab v. Philip Morris USA Inc.*, each discussed below). The class in the *Simon* case was subsequently dismissed by the plaintiffs after being decertified by the U.S. Court of Appeals for the Second Circuit.

On September 6, 2000, in *In re Simon (II) Litigation*, lawyers for plaintiffs in ten tobacco-related cases pending in U.S. District Court for the Eastern District of New York filed suit in the same court (before Judge Weinstein) to consolidate the pending cases and seek certification of a class and subclasses to obtain compensatory and punitive damages from the tobacco industry defendants. The pending cases included individual and purported nationwide class action lawsuits alleging tobacco-related personal injuries, as well as healthcare cost recovery cases brought by union trust funds, an insurance plan and an asbestos fund. The suit sought to certify a nationwide class action to consolidate all punitive damage aspects of the pending cases for a single trial and to try the compensatory damage aspects of the pending claims separately. On September 19, 2002, Judge Weinstein certified a class to hear the punitive damages claims. The class consisted of all smokers diagnosed with a variety of illnesses, including lung cancer, emphysema and some forms of heart disease, after April 9, 1993. In May 2005, the U.S. Court of Appeals for the Second Circuit, in a unanimous opinion, decertified the class. Plaintiffs' motion for rehearing en banc was denied on August 8, 2005, and the time for plaintiffs to petition the U.S. Supreme Court for further review has expired. On February 6, 2006, Judge Weinstein dismissed the case upon the plaintiffs' motion. He stayed the order for 30 days to allow potential plaintiffs who expressed interest in the case to receive notices and to protect their interest. On March 22, 2006, a final judgment was entered dismissing the case. Two of the 10 original cases, *Falise v. American Tobacco Co.*, and *H.K. Porter Company, Inc. v. The American Tobacco Company* were dismissed in June 2001 and July 2001, respectively. Other plaintiffs who would have been part of the *Simon II* class remain free to pursue their own individual lawsuits.

On December 14, 2006, in *Donovan v. Philip Morris*, a federal class action complaint was filed by a group of Massachusetts residents who are fifty years of age or older, have smoked a pack of cigarettes a day for at least twenty years, continue to smoke or have quit smoking within one year of filing, have not been diagnosed with lung cancer, and have smoked Marlboro cigarettes within Massachusetts. The class seeks to compel Philip Morris to fund each member's CT scans to support the early detection of lung cancer. The case is pending in the U.S. District Court for the District of Massachusetts.

A number of state courts have rejected class certification. In May 2000, Maryland's highest court ordered the trial court to vacate its certification of a class in *Richardson v. Philip Morris*. The parties agreed to dismiss the case in March 2001. In September 2000, in *Walls v. American Tobacco Co.*, an Oklahoma state court answered a series of state law questions, certified to the state court by the federal court where the purported class was filed, in such a way that led the parties to stipulate that the case should not be certified as a class action in federal court and that the individual plaintiffs would dismiss their federal court cases without prejudice. In October 2000, the federal court issued its order refusing to certify the case as a class action, and dismissed the individual plaintiffs' cases.

In December 2000, in *Geiger v. American Tobacco Co.*, the Appellate Division of the Supreme Court of New York affirmed the trial court's denial of class action status to a purported class defined as all New York residents, including their heirs, representatives, and estates, who contracted lung or throat cancer as a result of smoking cigarettes. Plaintiffs filed a motion for leave to appeal the order denying certification to the New York Court of Appeals, the highest court in the state. The New York Court of Appeals dismissed the plaintiff's appeal in February 2001.

In *Engle v. R.J. Reynolds Tobacco Co.*, a Florida state court certified a class of Florida smokers alleging injury due to their tobacco use. The estimated size of the class ranges from 300,000 to 700,000 members. The court determined that the lawsuit could be tried as a class action because, even though certain factual issues are unique to individual plaintiffs and must be tried separately, certain other factual issues were common to all class members and could be tried in one proceeding for the whole class. In July 1999, in the first phase of a three-phase trial, the jury found against the defendants regarding the issues common to the class, such as whether smoking caused certain diseases, whether tobacco was addictive, and whether the tobacco companies withheld information from the public. In July 2000, in the second phase of the *Engle* trial, the jury returned a verdict assessing punitive damages totaling approximately \$145 billion against the tobacco industry defendants. Following entry of judgment, the defendants appealed. The defendants posted bonds to stay collection of the final judgment with respect to the punitive damages against them and statutory interest thereon pending the exhaustion of all appeals. In May 2003, the Florida Third District Court of Appeal reversed the judgment entered by the trial court and instructed the trial court to order the decertification of the class. The plaintiffs petitioned the Florida Supreme Court for further review and, in May 2004, the Florida Supreme Court agreed to review the case.

On July 6, 2006, the Florida Supreme Court remanded the case to the District Court with directions to decertify the class, and it approved the District Court's reversal of the \$145 billion class action punitive damages award. The court also reinstated the compensatory damages awards to two purported class members of \$2.8 million and \$4 million, and approved the District Court's findings (the "Findings") as to the adverse health effects of smoking, that nicotine is addictive, that the defendants placed defective and unreasonably dangerous products in the market, that defendants concealed or omitted information about the health effects and addictive nature of cigarettes, and otherwise that defendants were negligent. The Florida Supreme Court stated that certain individual members of the purported class could bring actions within one year of the court's decision, in which the courts would be bound by the conclusions reached in the Findings, and in which the plaintiffs would be expected to address causation, reliance, and apportionment of fault among the defendants. One result of the court's decision may be an increase in the number of individual plaintiffs' suits in Florida from members of the decertified Engle class. One such individual suit was filed in Florida state court on July 10, 2006 against Philip Morris and Reynolds Tobacco (*Pummer v. Philip Morris*). On November 16, 2006, that case was removed to the U.S. District Court for the Southern District of Florida. On December 15, 2006, the court dismissed the case without prejudice, pursuant to stipulation, due to the wrongful joinder of defendant Publix Supermarkets, Inc., a Florida corporation not named in the *Engle* case, and thus not privy to the allowance of one year for plaintiffs to sue (it had been nearly ten years since the initial cause of action, which exceeds Florida's statute of limitations).

On August 7, 2006, the *Engle* defendants filed a motion for rehearing with the Florida Supreme Court, asking the court to reverse its decision to uphold the Findings. On December 21, 2006, the Florida Supreme Court declined to reconsider and clarify its ruling, with the exception of invalidating the conspiracy to misrepresent charge against the tobacco companies. The court withdrew the July 6th opinion, issuing the December 21st opinion in lieu thereof. In January 2007, the Florida Supreme Court issued the mandate from its revised opinion (which begins the one-year period for individual class members to file lawsuits) and defendants filed a motion with the Florida Third District Court of Appeals requesting the court's review of legal errors previously raised but not ruled on. On February 21, 2007, the court denied the defendants' motion. In March 2007, the U.S. Supreme Court granted defendants' motion for an extension of time in which to file a petition for a writ of certiorari, which is now due May 21, 2007. In addition, defendants' motion for a partial stay of the mandate pending the completion of appellate review is pending before the District Court of Appeal. Reynolds American has stated that it is likely that individual case filings in Florida will increase as a result of the *Engle* case.

Florida has enacted legislation capping the amount of the appeal bond necessary to stay execution of the punitive judgment pending appeal to the lesser of: (1) the amount of punitive damages, plus twice the statutory rate of interest; or (2) 10% of a defendant's net worth, but in no case more than \$100 million. Forty-one other states have passed and several additional states are considering statutes limiting the amount of bonds required to file an appeal of an adverse judgment in state court. The limitation on the amount of such bonds generally ranges from \$25 million to \$150 million. Such bonding statutes allow defendants that are subject to large adverse judgments, such as cigarette manufacturers, to reasonably bond such judgments and pursue the appellate process. In six jurisdictions — Connecticut, Maine, Massachusetts, New Hampshire, Vermont and Puerto Rico — the filing of a notice of appeal automatically stays the judgment of the trial court.

One *Engle* purported class member has previously received a judgment at trial. In *Lukacs v. Reynolds Tobacco*, a Florida appellate court granted the plaintiff the right to proceed before he died, but stated that any award in favor of the plaintiff would not be enforced until after the *Engle* appeal is decided. On June 11, 2002, a Florida jury awarded \$37.5 million in compensatory damages to the plaintiff. On April 1, 2003, the Miami-Dade County Circuit Court granted in part the defendants' motion for remittitur, reducing the total award to \$25.125 million. Because the *Engle* appeal is now resolved, subject to motions for rehearing, the defendants' time to appeal the case is expected to begin to run. On August 2, 2006, plaintiff filed a motion for partial judgment on the compensatory damages award, and trial was scheduled to begin on November 27, 2006. However, on September 27, 2006, the trial court granted the defendants' motion to strike as premature the plaintiff's motions and removed the case from the trial calendar. On January 2, 2007, the defendants moved to set aside the June 11, 2002 verdict to dismiss the plaintiff's punitive damage claim. On January 3, 2007, the plaintiffs filed a motion for entry of judgment. A hearing on the motion was held in March 2007. One OPM (Vector) reports that it is a defendant in 11 separate cases pending in Florida courts in which the plaintiffs claim that they are members of the *Engle* class, that all liability issues associated with their claims were resolved in the earlier phases of the *Engle* proceedings, and that trials on

their claims should proceed immediately. That OPM also reported that settlement of the appellate activity in *Engle* would be a prerequisite for those cases proceeding.

On June 6, 2007, a plaintiff representing the estates of her deceased mother and grandmother filed suit against several PMs in Miami-Dade County Circuit Court, Florida, in which she alleges that her mother and grandmother died of health problems related to smoking PMs' tobacco products. In that case, *Gloria Tucker v. Philip Morris U.S.A. et al*, the plaintiff alleges that the PMs engaged in cynical and exploitative marketing that targeted African-American communities and asserts theories of strict liability, negligent design, fraud by concealment and civil conspiracy. The plaintiff in *Tucker* also reportedly is requesting more than \$1 billion in compensatory and punitive damages. The PM defendants have not yet filed an answer or response to the *Tucker* complaint.

In October 1997, the tobacco industry defendants settled another class action case, *Broin I*. *Broin I* was brought in Florida state court by flight attendants alleging injuries related to ETS. See "*Individual Plaintiffs' Lawsuits*" below. The *Broin I* settlement established a protocol for the resolution of individual claims by class members against the tobacco companies. In addition to shifting the burden of proof to defendants as to whether ETS causes certain illnesses such as lung cancer and emphysema, the *Broin I* settlement required defendants to pay \$300 million to be used to establish a foundation to sponsor research with respect to the early detection and cure of tobacco-related diseases. Individual members of the *Broin I* class retained the right to bring individual claims, although they are limited to non-fraud type claims and may not seek punitive damages. Altria has reported that as of August 1, 2007, approximately 2,623 of these individual cases (known as *Broin II* cases) are pending against it in Florida. In October 2000, Judge Robert P. Kaye, the presiding judge of the original *Broin I* class action, held that the flight attendants will not be required to prove the substantive liability elements of their claims for negligence, strict liability and breach of implied warranty in order to recover damages, if any. The court also ruled that the trials of these suits will address whether the plaintiffs' alleged injuries were caused by their exposure to ETS and, if so, the amount of damages. The defendants' appeal of these rulings was dismissed by the intermediate appellate court on the basis that the appeal was premature and that the court lacked jurisdiction. On January 23, 2002, the defendants asked the Florida Supreme Court to review the district court's order. That request was denied.

Seven *Broin II* cases have gone to trial since Judge Kaye's ruling in October 2000. Six of these cases have resulted in verdicts for the defendants: *Fontana* in June 2001, *Tucker* in June 2002, *Janoff* in October 2002, *Seal* in February 2003, *Routh* in October 2003 and *Swaty* in May 2005. Appeals are pending in some of these cases. On September 12, 2002, the plaintiff in the *Janoff* case filed a motion for a new trial, which the judge granted on January 8, 2003. The defendants appealed to the Florida Third District Court of Appeal, which, on October 27, 2004, affirmed the trial court's order granting a new trial. The defendants' motion for rehearing was denied. The defendants filed a notice of intent to invoke the discretionary jurisdiction of the Florida Supreme Court on June 17, 2005. On November 1, 2005, the Florida Supreme Court refused to hear the case. In *Swaty*, the plaintiff filed a motion for a new trial on May 12, 2005, which was denied on June 23, 2005. On May 17, 2005, the court entered a final judgment in favor of the defendants. The plaintiff's motion for a new trial was denied on June 23, 2005. The plaintiff's appeal to the Third District Court of Appeal was denied and the Court of Appeal affirmed the trial court's verdict in November 2006. The one plaintiff's verdict was returned in *French v. Philip Morris*. On June 18, 2002, the *French* jury awarded the plaintiff \$5.5 million in damages, finding that the flight attendant's sinus disease was caused by ETS. On September 13, 2002, the judge reduced the award to \$500,000. The defendants appealed the trial court's final judgment to the Florida Third District Court of Appeal on various grounds, the primary one being that under Judge Kaye's October 2000 ruling, the burden of proof was erroneously shifted and the plaintiff was not required to show that the tobacco companies' cigarettes were defective, that the tobacco company defendants acted negligently or that a warranty was made and breached. In December 2004, the Florida Third District Court of Appeal affirmed the judgment awarding plaintiff \$500,000 and directed the trial court to hold the defendants jointly and severally liable. In April 2005, the appellate court denied defendants' motion for a rehearing. On May 11, 2005, the defendants filed a notice of intent to invoke the discretionary jurisdiction of the Florida Supreme Court. On November 28, 2005, the Florida Supreme Court declined to hear the appeal. The defendants satisfied the judgment on December 6, 2005.

In *Scott v. American Tobacco Company, Inc.*, a Louisiana medical monitoring and smoking cessation case, the court certified a class consisting of smokers desiring to participate in a program designed to assist them in the cessation of smoking and monitor the medical condition of class members to ascertain whether they might be

suffering from diseases caused by cigarette smoking. The class members may also choose to bring individual smoking and health lawsuits. On July 28, 2003, following the first phase of a trial, the jury returned a verdict in favor of the tobacco industry defendants on the medical monitoring claim and found that cigarettes were not defective products. The jury found against the defendants, however, on claims relating to fraud, conspiracy, marketing to minors and smoking cessation. On March 31, 2004, phase two of the trial began to address the scope and cost of smoking cessation programs. On May 21, 2004, the jury returned a verdict in the amount of \$591 million (\$590 million plus prejudgment interest accruing from the date the suit commenced) on the class's claim for a smoking cessation program. On July 1, 2004, the judge upheld the jury's verdict and awarded the plaintiffs prejudgment interest, which, as of November 1, 2006, totals approximately \$430 million, as reported by Altria. On August 31, 2004, the defendants' motion for judgment notwithstanding the verdict or, in the alternative, for a new trial was denied. On September 29, 2004, pursuant to a stipulation of the parties, the defendants posted a \$50 million bond (pursuant to legislation that limits the amount of the bond to \$50 million collectively for MSA signatories) and noticed their appeal. Oral argument occurred on April 27, 2006. The defendants filed post-argument briefs on April 28, 2006. Under the terms of the stipulation, the plaintiffs reserved the right to contest the constitutionality of the bond cap law. On February 7, 2007, the state appeals court upheld part of the jury's verdict but reduced the \$591 million by approximately \$312 million, eliminated the award of prejudgment interest, and remanded the case back to the trial court. On March 6, 2007, the state appeals court refused to reconsider its verdict. It has been reported that both the plaintiffs and the defendants have filed petitions for a writ of certiorari with the Louisiana Supreme Court.

In August 2000, a West Virginia state court conditionally certified, only to the extent of medical monitoring, in *In re Tobacco Litigation* (formerly known as *Blankenship*), a class of West Virginia residents. The plaintiffs proposed that the class include all West Virginia residents who: (1) on or after January 1, 1995, smoked cigarettes supplied by defendants; (2) smoked at least a pack a day for five years without having developed any of a specified list of tobacco-related illness; and (3) do not receive healthcare paid or reimbursed by the state of West Virginia. Trial began in January 2001. On January 25, 2001, the trial court granted a motion for a mistrial, ruling that the plaintiffs had improperly introduced testimony about addiction to smoking as a basis for claiming damages. In March 2001, the court denied the defendants' motion to decertify the class. The retrial began in September 2001, and on November 14, 2001 the jury returned a verdict that defendants were not liable for funding the medical monitoring program. On July 18, 2002, the plaintiffs petitioned the Supreme Court of West Virginia for leave to appeal, which was granted on February 25, 2003. The Supreme Court of West Virginia affirmed the judgment for the defendants on May 6, 2004. On July 1, 2004, the class's petition for rehearing was denied. The plaintiffs did not seek review by the U.S. Supreme Court.

Altria has reported that approximately 933 cases against Philip Morris and other tobacco industry defendants are pending in a single West Virginia court in a consolidated proceeding. The West Virginia court has scheduled a single trial for these consolidated cases, but it has certified a question to the Supreme Court of Appeals of West Virginia requesting a determination of the extent to which the claims in these individual cases can be consolidated in a single trial. On December 2, 2005, the Supreme Court of Appeals of West Virginia held that the Due Process Clause of the 14th Amendment, as interpreted by *State Farm v. Campbell*, does not preclude a bifurcated trial plan in which a punitive damages multiplier is established prior to compensatory damages.

In *Daniels v. Philip Morris* (also known as *In re Tobacco Case II*), a California state court certified a class comprised of individuals who were minors residing in California, who were exposed to defendants' marketing and advertising activities, and who smoked one or more cigarettes within the applicable time period. Certification was granted as to plaintiffs' claims that defendants violated the state's unfair business practice laws. On September 12, 2002, the trial court judge granted the defendants' motion for summary judgment on First Amendment and preemption (Federal Cigarette Labeling and Advertising Act) claims. In October 2004, the Fourth Appellate District Court of Appeal in California upheld the trial court's rulings dismissing the lawsuit. On August 2, 2007, the California Supreme Court affirmed the ruling of the Court of Appeals, holding that the Federal Cigarette Labeling and Advertising Act preempted plaintiffs' claims.

During April 2001, a California state court issued an oral ruling in the case of *Brown v. The American Tobacco Company, Inc.*, in which it granted in part plaintiffs' motion for class certification and certified a class comprised of residents of California who smoked at least one of defendants' cigarettes during the period from June 10, 1993 through April 23, 2001 and who were exposed to defendants' marketing and advertising activities in

California. Certification was granted as to plaintiffs' claims that defendants violated California Business and Professions Code Sections 17200 and 17500. The court denied the motion for class certification as to plaintiffs' claims under the California Legal Remedies Act. Defendants' writ with the court of appeals challenging the trial court's class certification was denied on January 16, 2002. The defendants filed a motion for summary judgment on January 31, 2003. On August 4, 2004, the defendants' motion for summary judgment was granted in part and denied in part. Following the November 2004 election, and the passage of a proposition in California that brought about a change in the law regarding the requirements for filing cases of this nature, the defendants filed a motion to decertify the class based on the changes in the law. On March 7, 2005, the court granted the defendants' motion to decertify the class. On March 17, 2005, plaintiffs filed a motion for reconsideration of the court's ruling decertifying the class. The trial judge denied the plaintiffs' motion on April 20, 2005, and the plaintiffs appealed on May 19, 2005. On September 5, 2006, the California Court of Appeal affirmed the judge's order decertifying the class. On October 13, 2006, the plaintiffs filed a petition for review with the California Supreme Court, which review was granted on November 1, 2006.

Altria has reported that, as of August 1, 2007, there are 17 putative class actions pending against Philip Morris in the U.S. on behalf of individuals who purchased and consumed various brands of cigarettes, including Marlboro Lights, Marlboro Ultra Lights, Virginia Slims Lights, Merit Lights, and Cambridge Lights. These actions allege, among other things, that the use of the term "Lights" or "Ultra Lights" constitutes deceptive and unfair trade practices and seek injunctive and equitable relief, including restitution. As reported by Altria, trial courts have certified classes in cases pending against Philip Morris in Massachusetts (*Aspinall*), Minnesota (*Curtis*), Missouri (*Craft*), and New York (*Schwab*). Philip Morris has appealed or otherwise challenged these class certification orders. Additionally, an appellate court in Florida has overturned a class certification by the trial court in the "lights" case styled *Hines v. Philip Morris, Inc.*, and the plaintiffs have petitioned the Florida Supreme Court for further review. On December 10, 2004, the Florida Supreme Court stayed further proceedings pending its decision in the *Engle* case, which was entered thereafter on December 21, 2006. On January 8, 2007, the court ordered the plaintiff in *Hines* to respond by January 23, 2007 as to why the decision in *Engle* should not control the outcome in *Hines*.

In August 2004, the Massachusetts Supreme Judicial Court affirmed class certification in the "lights" case *Aspinall v. Philip Morris Cos.* In April 2006, plaintiffs filed a motion to redefine the class to include all persons who after November 25, 1994 purchased packs or cartons of *Marlboro Lights* in Massachusetts that displayed the legend "Lower Tar & Nicotine" (the original class definition did not include a reference to lower tar and nicotine). In August 2006, the trial court denied Philip Morris's motion for summary judgment based on the state consumer protection statutory exemption and federal preemption. On motion of the parties, the trial court subsequently reported its decision to deny summary judgment to the appeals court for review and the trial court proceedings are stayed pending completion of the appellate review. Motions for direct appellate review with the Massachusetts Supreme Judicial Court was granted in April 2007.

In *Watson v. Philip Morris*, the U.S. District Court for the Eastern District of Arkansas upheld the federal officer removal statute as a basis for removal of "lights" cases from state to federal court, and the U.S. Court of Appeals for the Eighth Circuit affirmed. The U.S. Supreme Court granted a writ of certiorari and requested comment from the U.S. Solicitor General as to whether federal jurisdiction of the matter, based on the involvement of the Federal Trade Commission ("FTC"), was appropriate. The U.S. Solicitor General filed its brief amicus curiae on December 19, 2006, recommending that the petition for writ of certiorari be denied, despite its belief that the Eighth Circuit erred, because the error below (that Philip Morris marketed its cigarettes as "light" pursuant to the FTC's comprehensive direction and control) was fact-specific and insufficient to warrant review. On January 12, 2007, the U.S. Supreme Court granted the petition for a writ of certiorari. On July 13, 2007, the Supreme Court issued a judgment in which it reversed the trial court's order and directed that the *Watson* case be remanded and transferred back for further proceedings to the Arkansas state court where it had originally been filed. The Court held that the *Watson* case did not qualify under applicable federal law for removal and transfer from the Arkansas state court to the Arkansas federal court.

In April 2005, the Minnesota Supreme Court declined to review the trial court's class certification order in the "lights" case *Curtis v. Altria*. In September 2005, the case was removed to the U.S. District Court for the District of Minnesota, based on the Eighth Circuit's decision in *Watson*. In February 2006, the U.S. District Court denied plaintiffs' motion to remand the case to state court, and the case is pending in federal court. On July 31,

2006, the court stayed all proceedings pending resolution of the appeal in *Dahl* (described below). In February 2007, the U.S. Court of Appeals for the Eighth Circuit issued its ruling in *Dahl*, and reversed the federal district court's denial of plaintiff's motion to remand that case to the state trial court. *Curtis* continues to be stayed pending an appeal in the Minnesota state trial court in *Dahl* of the dismissal of that Lights class action based on preemption.

In August 2005, the Missouri Court of Appeals, Eastern District, affirmed the class certification order in *Craft v. Philip Morris Cos.* In September 2005, Philip Morris removed the case to federal court based on *Watson*. In March 2006, the federal trial court granted plaintiffs' motion and remanded the case to the Missouri state trial court. Philip Morris filed a motion for appellate review of the trial court's class certification. In May 2006, the Missouri Supreme Court declined to review the class certification decision. A status conference was scheduled for June 30, 2007 in the trial court.

On May 11, 2004, smokers of "Lights" cigarettes filed a purported class action suit, presently styled *Schwab v. Philip Morris USA, Inc.* (but originally filed as *McLaughlin et al. v. Philip Morris USA, Inc.*), in the U.S. District Court for the Eastern District of New York against the OPMs and their parent companies, Liggett and certain other entities. Plaintiffs allege that the defendants formed an "association-in-fact" enterprise, in violation of the federal RICO statute, to defraud the public into believing that "light" cigarettes were healthier alternatives to regular cigarettes. Plaintiffs seek to certify a nationwide class of smokers comprising all purchasers of "light" cigarettes manufactured by the defendants since the 1970s. Oral argument on the plaintiffs' motion for class certification occurred on September 12, 2005. The defendants filed a motion to deny class certification and to dismiss the complaint, asserting that the plaintiffs' request – that any determination as to damages payable to a certified class be allocated among class members on a "fluid recovery" basis – is illegal. On November 14, 2005, the court denied the defendants' motion, ruling that the plaintiffs' request for "fluid recovery" is not illegal and does not require denial of class certification or dismissal of the action. The trial judge ordered several months of additional discovery before deciding the class certification issue. On September 25, 2006, the court granted class certification and set a trial date of January 22, 2007. On October 6, 2006, the defendants filed a petition seeking review by the U.S. Court of Appeals for the Second Circuit of the class certification decision along with a motion to stay that decision pending review. On October 24, 2006, the Second Circuit ordered a temporary stay of all pretrial and trial proceedings pending the disposition of the petition for review and motion to stay. In November 2006, the Second Circuit granted the defendants' petition for review of the class certification order. Oral arguments in the *Schwab* national lights action suit were scheduled for July 10, 2007.

In *Marrone v. Philip Morris, USA, Inc.*, smokers of "Lights" cigarettes manufactured and sold by Philip Morris, Inc. filed class-action complaints in an Ohio state court against Philip Morris, alleging violations of Ohio's Consumer Sales Practices Act ("OCSPA") in that, among other allegations, Philip Morris falsely represented the cigarettes as "light" to mislead smokers into believing that the cigarettes delivered lower tar and nicotine and therefore were safer than their "regular" cigarette counterparts. The trial court certified a limited class of consumers from an area of Ohio on the OCSPA claims and Philip Morris appealed. The Ohio appellate court affirmed the trial court's judgment certifying the class. In contrast to the above "lights" cases, on June 14, 2006, the Supreme Court of Ohio reversed the judgment of the appellate court and ruled that the plaintiffs did not meet the standard to qualify for class-action certification under the OCSPA, concluding that the plaintiffs had not shown prior rules or court decisions determining that conduct sufficiently similar to the alleged acts of Philip Morris constituted a deceptive act or practice.

Moreover, the Supreme Court of Illinois has overturned a judgment in favor of a plaintiff class in *Price v. Philip Morris Cos., Inc.* (formerly known as *Miles v. Philip Morris, Inc.*). A Madison County Illinois state court certified a class comprised of all residents of Illinois who purchased and consumed Cambridge Lights and Marlboro Lights within a specified time period but who did not have a claim for personal injury resulting from the purchase or consumption of cigarettes. The plaintiffs alleged consumer fraud claims and sought economic damages in the form of a refund of purchase costs of the cigarettes. On March 21, 2003, after a non-jury trial, the trial court judge ruled in favor of the plaintiffs, ordering Philip Morris to pay \$10.1 billion (\$7.1 billion in compensatory damages, \$3.0 billion in punitive damages) to the State of Illinois, and \$1.78 billion in plaintiff lawyer fees to be paid from the \$10.1 billion. The court also stayed execution of the judgment for 30 days. After entry of the judgment on March 21, 2003, Philip Morris had 30 days within which to file a notice of appeal. Under Illinois court rules then-applicable, the enforcement of a trial court's money judgment may be stayed only if, among other things, an appeal bond in an amount sufficient to cover the amount of the judgment, interest, and costs is posted by a defendant within

the 30-day period during which an appeal may be taken. With the approval of the trial court, such 30-day period may be extended for up to an additional 15 days. The trial court judge initially set the bond at \$12 billion. Because of the difficulty of posting a bond of that magnitude, Philip Morris pursued various avenues of relief from the \$12 billion bond requirement. In April 2003, the judge reduced the amount of the appeal bond. He ordered the bond to be secured by \$800 million, payable in four equal quarterly installments beginning in September 2003, and a pre-existing 7.0%, \$6 billion long-term note from Altria Group, Inc. to Philip Morris to be placed in an escrow account pending resolution of the case. The plaintiffs appealed the judge's order reducing the amount of the bond. On July 14, 2003, the Illinois Fifth District Court of Appeals ruled that the trial court had exceeded its authority in reducing the bond and ordered the trial judge to reinstate the original bond. On September 16, 2003, the Illinois Supreme Court upheld the reduced bond set by the trial court and agreed to hear Philip Morris's appeal without the need for intermediate appellate court review. On December 15, 2005, the Illinois Supreme Court reversed the trial court's judgment and remanded the case to the trial court with instructions to dismiss the case in its entirety. In its decision, the court held that the defendant's conduct alleged by the plaintiffs to be fraudulent under the Illinois Consumer Fraud Act was specifically authorized by the Federal Trade Commission, and that the Illinois Consumer Fraud Act specifically exempts conduct so authorized by a regulatory body acting under the authority of the U.S. The court declined to review the case on the merits, concluding that the action was barred entirely by the Illinois Consumer Fraud Act. The plaintiffs filed a motion asking the court to reconsider its decision, which was denied on May 5, 2006 by the Supreme Court of Illinois. In June 2006, the Illinois Supreme Court ordered the return to Philip Morris of approximately \$2.15 billion held in escrow to secure the appeal bond and terminated Philip Morris's obligations to pay administrative fees. The pre-existing 7.0%, \$6 billion long-term note from Altria Group, Inc. to Philip Morris was being held in escrow pending the outcome of plaintiffs' petition for writ of certiorari to the U.S. Supreme Court, filed on October 2, 2006. On November 27, 2006, the U.S. Supreme Court denied plaintiff's petition for certiorari. In December 2006, the trial court then entered an order of dismissal. In January 2007, the plaintiff filed a motion to vacate the dismissal, which motion is pending. In May 2007, the state trial court judge in the *Price* case asked the Illinois Fifth District Appellate Court whether he has the authority to reopen the *Price* case, citing possible new evidence presented in a case pending before the U.S. Supreme Court. On May 30, 2007, Philip Morris filed a motion to stay the Fifth District proceeding, which motion was granted by the Illinois Fifth District Appellate Court on June 1, 2007. It has also been reported that on May 17, 2007, Philip Morris petitioned the Illinois Supreme Court for an order that would prevent the trial court judge from reopening the *Price* case.

According to Reynolds American, "lights" class-action cases are pending against Reynolds or Brown & Williamson in Illinois (*Turner* and *Howard*), Missouri (*Collora* and *Black*), Minnesota (*Dahl* and *Thompson*), Louisiana (*Harper* and *Brown*), Florida (*Rios*), Washington (*Huntsberry*), and New York (*Schwab*). Illinois state courts have certified classes in *Turner v. R.J. Reynolds Tobacco Co.* and *Howard v. Brown & Williamson*. In *Turner*, the state court certified a class defined as "[a]ll persons who purchased defendants' Doral Lights, Winston Lights, Salem Lights and Camel Lights, in Illinois, for personal consumption, between the first date that defendants sold Doral Lights, Winston Lights, Salem Lights and Camel Lights through the date the court certifies this suit as a class action...." On June 6, 2003, Reynolds Tobacco filed a motion to stay the case pending Philip Morris's appeal of the *Price* case. On July 11, 2003, the court denied the motion, and Reynolds Tobacco appealed to the Illinois Fifth District Court of Appeals. The Court of Appeals denied this motion on October 17, 2003. On October 20, 2003, the trial judge ordered that the case be stayed for 90 days, or pending the result of the *Price* appeal. The order stated that a hearing would be held at the end of the 90-day period to determine if the stay should be continued. However, on October 24, 2003, the Illinois Supreme Court ordered an emergency stay of all proceedings pending review by the entire Illinois Supreme Court of Reynolds Tobacco's emergency stay order request filed on October 15, 2003. On November 5, 2003, the Illinois Supreme Court granted Reynolds Tobacco's motion for a stay pending the court's final appeal decision in *Price*. The *Howard* case also remains stayed by order of the trial judge, although the plaintiffs appealed this stay order to the Illinois Fifth District Court of Appeals, which appeal was denied on August 19, 2005. Both cases remain stayed, notwithstanding the *Price* decision.

On December 31, 2003, a Missouri state court judge certified a similar class in the "lights" case *Collora v. R.J. Reynolds Tobacco Co.* On January 14, 2004, Reynolds Tobacco removed the case to the U.S. District Court for the Eastern District of Missouri. On September 30, 2004, the case was remanded to the Circuit Court for the City of St. Louis. Reynolds Tobacco removed the case once again, and on April 18, 2006, the case was remanded for the second time to the Circuit Court for the City of St. Louis. *Black v. Brown & Williamson Tobacco Corp.* is another "lights" case pending in Missouri. Brown & Williamson removed the case to the U.S. District Court for the Eastern District of Missouri on September 23, 2005. On October 25, 2005, the plaintiffs filed a motion to remand, which

was granted on March 17, 2006. A consolidated hearing in both *Black* and *Collora* has been set for December 25, 2007. On December 22, 2006, the plaintiffs filed a motion to reassign both *Black* and *Collora* to a single general division, which motion was granted on April 19, 2007.

In May 2005, a Minnesota state court dismissed in its entirety the “lights” case *Dahl v. R.J. Reynolds Tobacco Company*, ruling that the plaintiffs’ claims conflicted with the federal Cigarette Labeling and Advertising Act. On July 11, 2005, the plaintiffs appealed. Pending appeal, Reynolds Tobacco removed the case to the U.S. District Court for the District of Minnesota. The plaintiffs filed a motion to remand, which was denied on February 14, 2006. On March 9, 2006, the case was transferred to the U.S. Court of Appeals for the Eighth Circuit. On February 28, 2007, The Eight Circuit reversed and remanded the case to the Minnesota Court of Appeals where briefing is underway. In *Thompson v. R.J. Reynolds Tobacco Co.*, also pending in Minnesota, Reynolds removed the case on September 23, 2005 to the United States District Court for the District of Minnesota. On October 21, 2005, the plaintiffs filed a motion to remand, which was denied on February 14, 2006. On August 7, 2006, the parties filed a stipulation to stay the case, pending resolution of the appeal in *Dahl*.

On August 31, 2005, a Louisiana federal district court ruled in a proposed class action, *Sullivan v. Philip Morris*, that the Federal Cigarette Labeling and Advertising Act (FCLAA) does not preempt plaintiffs’ claims of a breach of express warranty and certain state law remedies with respect to manufacturing defects. On September 14, 2005, the same district court ruled in the proposed class action *Brown v. Brown & Williamson* that the FCLAA does not preempt plaintiffs’ fraudulent misrepresentation/concealment and defective product claims. Brown & Williamson filed a petition to the U.S. Court of Appeals for the Fifth Circuit for permission to appeal, which was granted on February 10, 2006. In February 2007, the Fifth Circuit reversed the judgment and remanded the case with directions to dismiss all claims with prejudice. Philip Morris also filed a petition to the U.S. Court of Appeals for the Fifth Circuit for permission to appeal the *Sullivan* ruling, which was granted on March 31, 2006. On January 27, 2005, also in Louisiana, a federal judge denied the plaintiffs’ motion to remand in *Harper v. R.J. Reynolds Tobacco Co.* The plaintiffs appealed, and on July 17, 2006, the Fifth Circuit Court of Appeals affirmed the district court’s order.

Pending in the state of Washington is the “lights” case *Huntsberry v. R.J. Reynolds Tobacco Co.*, in which the plaintiffs’ motion for class certification was denied on April 21, 2006. On September 18, 2006, the court denied the plaintiffs’ motion for discretionary review. The plaintiffs filed a motion to modify the ruling with the Washington Court of Appeals on October 17, 2006, which motion was denied in December 2006. In January 2007, plaintiffs filed a motion with the Washington Supreme Court, asking the court to review the rulings that denied their motions for class certification, which motion was denied on March 1, 2007. The plaintiffs filed a motion to modify the ruling of that court on April 2, 2007, which motion is set for reconsideration on June 5, 2007. Pending in Florida is the “lights” case *Rios v. R.J. Reynolds Tobacco Co.*, which is currently dormant pending plaintiffs’ counsel’s attempt to appeal decertification in the Florida case *Hines v. Philip Morris, Inc.* Also pending in Florida is *Rivera v. Brown & Williamson Tobacco Corp.* which was filed in October 2006 and removed by the defendant in November 2006 to the federal District Court for the Southern District of Florida

On June 9, 2005, a proposed “lights” class action was filed in U.S. District Court for the District of New Mexico (*Mulford v. Altria Group, Inc.*). Philip Morris’s motions for summary judgment on preemption and consumer protection statutory exemption grounds are pending resolution of the plaintiffs’ amended motion for class certification. On June 27, 2005, a similar class action was filed in Kansas state court against Philip Morris and its parent, Altria (*Benedict v. Altria Group, Inc.*). The case has been transferred to U.S. District Court for the District of Kansas, where plaintiffs’ motion for class certification and Philip Morris’s motion for summary judgment are pending. It is also reported that on August 15, 2005, three individuals filed a similar class action in the U.S. District Court for the District of Maine against the same defendants (*Good v. Altria Group, Inc.*). In May 2006, the court granted Philip Morris’s motion for summary judgment on the grounds that plaintiffs’ claims are preempted by the Federal Cigarette Labeling and Advertising Act and dismissed the case. In June 2006, plaintiffs appealed to the U.S. Court of Appeals for the First Circuit. Oral argument took place in January 2007.

On April 3, 2002, in *Deloach v. Philip Morris*, a federal district court in North Carolina granted class certification to a group of tobacco growers and quota-holders from Alabama, Florida, Georgia, North Carolina, South Carolina, and Tennessee. The class accused cigarette manufacturers of conspiring to set prices offered for tobacco in violation of antitrust laws. In June 2002, the defendants’ petition to the Fourth Circuit Court of Appeals

seeking permission to appeal the class certification was denied. In May 2003, the plaintiffs reached a settlement with all of the tobacco industry defendants other than Reynolds Tobacco. The settling defendants agreed to pay \$210 million to the plaintiffs, to pay plaintiffs' attorney fees of \$75.3 million as set by the court and to purchase a minimum amount of U.S. leaf for ten years. The case continued against Reynolds Tobacco. On April 22, 2004, after the trial began, the parties settled the case. Under the settlement, Reynolds Tobacco has paid \$33 million into a settlement fund, which, after deductions for attorneys' fees and administrative costs, will be distributed to the class pending final settlement approval. Reynolds Tobacco has also agreed to purchase a minimum amount of U.S. leaf for the next ten years. On March 21, 2005, the court approved the settlement and dismissed the suit.

On May 23, 2001, a lawsuit was filed in the U.S. District Court for the District of Columbia styled *Simms v. Philip Morris Incorporated*, which sought class action status for millions of youths who began smoking cigarettes before they were legally allowed to buy cigarettes. Plaintiffs sought to recover moneys that underage smokers spent on cigarettes before they were legally allowed to buy cigarettes, whether or not they have suffered health problems, and/or profits the tobacco manufacturers have earned from sales to children. The lawsuit alleged that tobacco manufacturers concealed the addictive nature of cigarettes and concealed the health risks of smoking in their advertising. In February 2003, the court denied plaintiffs' motion for class certification. The plaintiffs have filed several motions for reconsideration of the order denying class certification, which motions were denied in December 2006. The case has been stayed pending resolution of the *U.S. Department of Justice* case described below under "–*Healthcare Cost Recovery Lawsuits*".

On January 19, 2006, a lawsuit styled *Caronia v. Philip Morris USA, Inc.* was filed in the U.S. District Court for the Eastern District of New York to require Philip Morris to pay for low dose CAT scans (on an annual basis) for a class of smokers over the age of 50 who have been smoking at least a pack of Marlboro a day for 20 years and have not been diagnosed with lung cancer. Philip Morris filed its answer on March 16, 2006. On November 3, 2006, plaintiffs filed a Third Amended Complaint, which Philip Morris answered on November 13, 2006. Class certification discovery ended in February 2007, and on June 14, 2007, the plaintiffs filed a notice of motion to certify class, to which Philip Morris has responded and the plaintiffs have replied. On June 5, 2007, Philip Morris also filed a notice of motion for summary judgment on grounds of statute of limitations and causation. A similar lawsuit, styled *Donovan, et al. v. Philip Morris USA, Inc. et al.*, was filed on March 2, 2007 in the United States District Court in Massachusetts.

On December 2006, a lawsuit styled *Espinosa, et al. v. Philip Morris USA, Inc. et al.* was filed in the Cook County, Illinois circuit court on behalf of individuals from throughout Illinois and/or the United States who purchased cigarettes manufactured by certain defendants from 1996 through the date of any judgment in plaintiffs' favor. Excluded from the class are any individuals who allege personal injury or healthcare costs. The complaint alleges, among other things, that defendants were negligent and violated the Illinois consumer fraud statute by certain defendants' steadily and purposefully increasing the nicotine level and absorption of their cigarettes into the human body, including the brands most popular with young people and minorities. On January 12, 2007, Philip Morris removed the case to the United States District Court for the Northern District of Illinois. In March 2007, the District Court rejected plaintiffs' motion to remand the case to the Circuit Court of Cook County. Philip Morris' motion to dismiss the action is pending.

Individual Plaintiffs' Lawsuits. The MSA does not release PMs from liability in individual plaintiffs' cases. Numerous cases have been brought by individual plaintiffs who allege that their cancer or other health effects have resulted from their use of cigarettes, addiction to smoking, or exposure to environmental tobacco smoke. Individual plaintiffs' allegations of liability are based on various theories of recovery, including but not limited to, negligence, gross negligence, strict liability, fraud, misrepresentation, design defect, failure to warn, breach of express and implied warranties, breach of special duty, conspiracy, concert of action, restitution, indemnification, violations of deceptive trade practice laws and consumer protection statutes, and claims under federal and state RICO statutes. The tobacco industry has traditionally defended individual health and smoking lawsuits by asserting, among other defenses, assumption of risk and/or comparative fault on the part of the plaintiff, as well as lack of proximate cause.

Altria has reported that as of August 1, 2007, there were approximately 195 individual plaintiff smoking and health cases and 10 smoking and health class actions and aggregated claims pending in the U.S. against it (many of which cases include other tobacco industry defendants), including 933 cases pending before a single West

Virginia state court in a consolidated proceeding. In addition, approximately 2,623 additional individual cases (referred to herein as the *Broin II* cases) are pending in Florida by individual current and former flight attendants claiming personal injury allegedly related to ETS in airline cabins. The individuals in the *Broin II* cases are limited by the settlement of a previous class action lawsuit, *Broin v. Philip Morris* (known as *Broin I*), to the recovery of compensatory damages only, and are precluded from seeking or recovering punitive damages. As a result of the settlement, however, the burden of proof as to whether ETS causes certain illnesses such as lung cancer and emphysema was shifted to the tobacco industry defendants. To date, seven individual *Broin II* flight attendant cases have gone to trial, one of which has resulted in a jury verdict against the tobacco industry defendants. The defendants' appeal in that case is pending. See also "Class Action Lawsuits," above.

In the last ten years, juries have returned verdicts in individual smoking and health cases against the tobacco industry, including one or more of the PMs. Thus far, a number of those cases have resulted in significant verdicts against the defendants — some have been appealed, some have been overturned, and others have been affirmed.

By way of example only, and not as an exclusive or complete list, the following individual matters are illustrative of individual cases.

- In February 1999, a California jury in *Henley v. Philip Morris* awarded \$1.5 million in compensatory damages and \$50 million in punitive damages. The award was subsequently reduced by the trial judge to \$25 million in punitive damages, and both Philip Morris and the plaintiff appealed. In September 2003, a California Court of Appeal further reduced the punitive damage award to \$9 million, but otherwise affirmed the judgment for compensatory damages, and Philip Morris appealed to the California Supreme Court. In September 2004, the California Supreme Court dismissed Philip Morris's appeal. In October 2004, the California Court of Appeal issued an order allowing the execution of the judgment. In December 2004, Philip Morris filed with the U.S. Supreme Court a petition for a writ of certiorari. On March 21, 2005, the U.S. Supreme Court denied Philip Morris's petition. Philip Morris subsequently satisfied the judgment, paying \$1.5 million in compensatory damages, \$9 million in punitive damages and \$6.4 million in accumulated interest.
- In March 1999, an Oregon jury in *Williams-Branch v. Philip Morris* awarded \$821,500 in actual damages and \$79.5 million in punitive damages. The trial judge subsequently reduced the punitive damages award to \$32 million, but the reduction was overturned and the full amount of the punitive damages award was reinstated by the Oregon Court of Appeals. The Oregon Supreme Court declined to review the reinstated punitive damage award and Philip Morris petitioned the U.S. Supreme Court for further review. In October 2003, the U.S. Supreme Court set aside the Oregon appellate court's ruling and directed the Oregon court to reconsider the case in light of *State Farm v. Campbell*. In June 2004, the Oregon Court of Appeals reinstated the punitive damages award. In December 2004, the Oregon Supreme Court granted Philip Morris's petition for review of the case. On February 2, 2006, the Oregon Supreme Court affirmed the Court of Appeals decision, holding that the punitive damage award does not violate the due process guarantees of the U.S. Constitution. On March 30, 2006, Philip Morris filed a petition for certiorari review with the U.S. Supreme Court challenging the ruling of the Oregon Supreme Court as a violation of the principles set forth in *State Farm v. Campbell* regarding the permissible size of punitive damage awards relative to compensatory damage awards. The U.S. Supreme Court granted Philip Morris's petition for review in May 2006, and oral argument was heard on October 31, 2006. On February 20, 2007, the U.S. Supreme Court ruled that a punitive damage award may not be based on a jury's desire to punish a defendant for harming persons who were not parties to the case in question and held that such an award would amount to an unconstitutional taking of property from a defendant without due process. The Court vacated the judgment of the Oregon Supreme Court and remanded the case for further proceedings not inconsistent with its opinion.
- In April 1999, a Maryland jury in *Connor v. Lorillard* awarded \$2.225 million in damages. An appellate court has remanded the case for a determination of the date of injury to determine whether a statutory cap on non-economic damages applies.

- In March 2000, a California jury in *Whiteley v. Raybestos-Manhattan, Inc.* returned a verdict in favor of the plaintiff and found the defendants, including Philip Morris and Reynolds Tobacco, liable for negligent product design and fraud, and awarded \$1.72 million in compensatory damages and \$20 million in punitive damages. Both damage awards were upheld by the trial judge, who denied the defendants' post-verdict challenge. The defendants appealed the verdict. In April 2004, the California Court of Appeal reversed the judgment and remanded the case for a new trial. The plaintiff's motion for rehearing was denied on April 29, 2004. In May 2006, the plaintiff filed an amended consolidated complaint. In September 2006, the trial court granted the plaintiff's motion for a preferential trial date and trial began on January 22, 2007. On May 2, 2007, the jury awarded plaintiffs \$2.5 million in compensatory damages against Philip Morris and the other defendant in the case. The jury also found that plaintiffs are entitled to punitive damages against the other defendant, but not Philip Morris, in an amount to be determined in a later phase of the trial. Philip Morris has stated it intends to seek review of the compensatory damage verdict.
- In October 2000, a Tampa, Florida jury in *Jones v. R.J. Reynolds Tobacco Co.* found Reynolds Tobacco liable for negligence and strict liability and returned a verdict in favor of the widower of a deceased smoker, awarding approximately \$200,000 in compensatory damages; the jury rejected the plaintiff's conspiracy claim and did not award punitive damages. Reynolds Tobacco filed a motion for judgment notwithstanding the verdict, or, in the alternative, for a new trial. On December 28, 2000, the court granted the motion for a new trial and on August 30, 2002 the Second District Court of Appeal of Florida affirmed the decision to grant a new trial. The plaintiff has filed for permission to appeal to the Florida Supreme Court. On December 9, 2002, the Supreme Court of Florida issued an order to show cause as to why Jones's notice of appeal should not be treated as a notice to invoke discretionary jurisdiction. On April 27, 2005 the Florida Supreme Court denied the plaintiff's notice of appeal without prejudice. On May 25, 2005 the plaintiff served an amended notice of intent to invoke discretionary jurisdiction. On August 31, 2005, the Florida Supreme Court denied review for lack of jurisdiction. On April 20, 2006, the plaintiff voluntarily dismissed all claims against Reynolds Tobacco.
- In November 2000, the Supreme Court of Florida reinstated the verdict by a Florida jury in *Carter v. Brown & Williamson Tobacco Corporation* to award \$750,000 in damages to the plaintiff. In 1996, the jury had found that cigarettes were a defective product and that B&W was negligent for not warning people of the danger, but an appeals court reversed this decision. In March 2001, the plaintiff received slightly over \$1 million from a trust account that contained the \$750,000 jury award plus interest and became the first smoker to be paid by a tobacco company in an individual lawsuit. On June 29, 2001, the U.S. Supreme Court denied B&W's petition for a writ of certiorari, thus leaving the jury verdict intact.
- In March 2001, a Massachusetts lower court in *Haglund v. Philip Morris* dismissed, without factual inquiries, a claim brought on behalf of a deceased smoker for breach of implied warranty of merchantability, based upon the applicability of a defense as to "unreasonable" use of the product by the smoker and the stipulation by the plaintiff that the defendant would prevail if the defense was made applicable. In May 2006, the Massachusetts Supreme Judicial Court, in reversing and remanding the case for further factual proceedings as to reasonableness of use, noted that such defense will not be available in most cases involving the manufacture and sale of cigarettes, but will only be available in situations where the plaintiff has acted so overwhelmingly unreasonable that imposing liability would be unfair.
- In June 2001, in *Boeken v. Philip Morris Incorporated*, a California state court jury found against Philip Morris on all six claims of fraud, negligence and making a defective product alleged by the plaintiff. The jury awarded the plaintiff \$5.5 million in compensatory damages and \$3 billion in punitive damages. The \$3 billion punitive damages award was reduced to \$100 million post-trial. Philip Morris appealed. In September 2004, the California Second District Court of Appeal further reduced the punitive damage award to \$50 million, but otherwise affirmed the judgment entered in the case. In October 2004 the Court of Appeal granted the parties' motions for rehearing and, in April 2005, reaffirmed the amount of the September 2004 ruling. On August 10, 2005, the California Supreme Court denied Philip Morris's request for review. Philip Morris and the plaintiff have petitioned the U.S. Supreme Court for review. Plaintiff has agreed not to execute on the judgment pending the disposition of Philip Morris's petition. On March 20,

2006, the U.S. Supreme Court denied all parties' petitions for review. After exhausting all appeals, Philip Morris paid approximately \$82.5 million (including interest of approximately \$27 million) to the plaintiffs.

- In December 2001, a Florida state court jury awarded the plaintiff \$165,000 in compensatory damages but no punitive damages in *Kenyon v. R.J. Reynolds Tobacco Co.* Reynolds Tobacco appealed to the Second District Court of Appeal of Florida, which, on May 30, 2003, affirmed per curiam (that is, without writing an opinion) the trial court's judgment in favor of the plaintiff. Reynolds Tobacco paid \$196,000, which represents the amount of the judgment plus accrued interest, in order to pursue further appeals. On September 5, 2003, Reynolds Tobacco petitioned the Florida Supreme Court to require the Second District Court of Appeal to write an opinion. On April 22, 2004, the Florida Supreme Court denied the petition. On January 26, 2004, the U.S. Supreme Court denied Reynolds Tobacco's petition for a writ of certiorari, thus leaving the jury verdict intact. Reynolds Tobacco subsequently paid approximately \$1.3 million in attorneys' fees to the plaintiff's counsel.
- In February 2002, a federal jury in Kansas City awarded \$198,000 in compensatory damages to a former smoker in *Burton v. R.J. Reynolds Tobacco Co.* The jury also determined that punitive damages were appropriate and, after a separate hearing was held to address that issue, the court awarded the plaintiff \$15 million in punitive damages. On February 9, 2005, the U.S. Court of Appeals for the Tenth Circuit upheld the compensatory damages award, but unanimously reversed the award of punitive damages in its entirety. On May 17, 2005, the District Court entered a second amended judgment for \$196,416 plus interest and costs. On June 17, 2005, Reynolds Tobacco paid the judgment.
- In March 2002, a Portland, Oregon jury awarded approximately \$168,500 in compensatory damages and \$150 million in punitive damages to the family of a light cigarette smoker in *Schwarz v. Philip Morris Incorporated*. The trial judge subsequently reduced the punitive damages awarded to \$100 million. Philip Morris and the plaintiffs appealed this judgment. In May 2006, the Oregon Court of Appeals affirmed the compensatory damages verdict and reversed the award of punitive damages and remanded the case to the trial court for a second trial to determine the amount of punitive damages, if any. In June 2006, plaintiffs filed a petition to the Oregon Supreme Court to review the portion of the Oregon Court of Appeals decision reversing the punitive damages and remanding the case for a new trial on punitive damages. In October 2006, the Oregon Supreme Court announced that it would hold this petition in abeyance until the U.S. Supreme Court decides the *Williams* case described above. In February 2007, the U.S. Supreme Court vacated the punitive damages judgment in the *Williams* case and remanded the case to the Oregon Supreme Court for proceedings consistent with its decision. The parties have submitted their briefs to the Oregon Supreme Court setting forth their respective views on how the *Williams* decision impacts the plaintiffs pending petition for review.
- In June 2002, in *Lukacs v. Philip Morris, Inc.*, a Florida jury awarded a smoker \$37.5 million in compensatory damages against Philip Morris and other defendants. In March 2003, the trial court reduced the damages award to \$24.9 million. The court has not yet entered the judgment in the jury verdict. In January 2007, defendants petitioned the trial court to set aside the jury's verdict and plaintiff filed a motion for entry of judgment. Philip Morris has stated it intends to appeal if a judgment is entered in this case.
- In September 2002, in *Figueroa-Cruz v. R.J. Reynolds Tobacco Co.*, a Puerto Rico jury awarded two sons of a deceased smoker \$500,000 each. The trial judge vacated one of the awards on statute of limitations grounds, and granted Reynolds Tobacco's motion for judgment as a matter of law on the other award on October 9, 2002. On October 28, 2003, the U.S. Court of Appeals for the First Circuit affirmed the trial court's ruling. The plaintiffs' petition for a writ of certiorari was denied by the U.S. Supreme Court in November 2004.
- In October 2002, in *Bullock v. Philip Morris, Inc.*, a Los Angeles, California jury awarded a smoker \$850,000 in compensatory damages. In October 2002, the same jury awarded the plaintiff \$28 billion in punitive damages. In December 2002, the trial judge reduced the punitive damage award to \$28 million. Philip Morris and the plaintiff have each appealed and the appeal was argued on January 18, 2006. On April 21, 2006, the California Court of Appeal, Second Appellate District, Division Three, upheld the \$28

million punitive damages award. In August 2006, the California Supreme Court denied the plaintiff's petition to overturn the trial court's reduction in the punitive damage award and granted Philip Morris's petition for review challenging the punitive damage award, with further action deferred pending the U.S. Supreme Court's decision on punitive damages in the *Williams* case described above. In February 2007, the U.S. Supreme Court vacated the punitive damages judgment in *Williams* and remanded the case to the Oregon Supreme Court for proceedings consistent with its decision. Parties to the appeal in *Bullock* have requested that the court establish a briefing schedule on the merits of the pending appeal.

- In April 2003, in *Eastman v. Philip Morris*, a Florida jury awarded a smoker \$3.26 million in damages, after reducing the award to reflect the plaintiff's partial responsibility. Defendants Philip Morris and B&W appealed to the Second District of Florida Court of Appeal. In May 2004, the Second District Court of Appeal rejected the appeal in a per curiam decision (that is, without a written opinion). The defendants' petition for a written opinion and rehearing was denied on October 14, 2004, and that ruling is not subject to review by the Florida Supreme Court. On October 29, 2004, Philip Morris and Reynolds Tobacco, due to their obligation to indemnify B&W, satisfied their respective portions of the judgment.
- In May 2003, in *Boerner v. Brown & Williamson*, an Arkansas jury awarded the plaintiff \$15 million in punitive damages and \$4 million in compensatory damages. Following a series of appeals, on January 7, 2005, the U.S. Court of Appeals for the Eighth Circuit affirmed the trial court's May 2003 judgment, but reduced the punitive damages award to \$5 million. Reynolds Tobacco, due to its obligation to indemnify B&W, satisfied the approximately \$9.1 million judgment on February 16, 2005.
- In November 2003, in *Thompson v. Philip Morris, Inc.*, a Missouri jury returned a split verdict, awarding approximately \$1.6 million in compensatory damages to the plaintiff and an additional \$500,000 in damages to his wife. The jury apportioned 40% of fault to Philip Morris, 10% of fault to B&W and the remaining 50% to the plaintiff. Accordingly, under Missouri law, the court must reduce the damages award by half. On March 8, 2004, the defendants appealed to the Missouri Court of Appeals for the Western District, which affirmed the judgment entered in favor of the plaintiffs on August 22, 2006. On September 26, 2006, the Court of Appeals denied the defendants' motion to transfer the case to the Missouri Supreme Court. The defendants filed an application to transfer in the Missouri Supreme Court on October 10, 2006, and on December 19, 2006, the application was denied. In January 2007, Philip Morris and Reynolds Tobacco paid approximately \$1.1 million and \$268,100, respectively, in judgment and interest to the plaintiff.
- In December 2003, in *Frankson v. Brown & Williamson*, a New York jury awarded the plaintiff \$350,000 in compensatory damages and \$20 million in punitive damages. On June 22, 2004, the trial judge granted a new trial unless the parties agree to an increase in compensatory damages to \$500,000 and a decrease in punitive damages to \$5 million. On January 21, 2005, the plaintiff stipulated to the court's reduction in the amount of punitive damages. The defendants' appeal was denied by the appellate division in July 2006. On August 4, 2006, the defendants filed a motion for rehearing, or, in the alternative, for leave to appeal to the New York Court of Appeals. That motion was denied on October 5, 2006. The defendants' motion to stay entry and enforcement of the final judgment pending further appeal was granted in January 2007 and the defendants also appealed the judgment that same month. Judgment was entered against the defendants on March 7, 2007 and they have filed a notice of appeal. The appeals will be considered.
- In April 2004, a Florida jury returned a verdict in favor of the plaintiff in *Davis v. Liggett Group, Inc.*, awarding a total of \$540,000 in actual damages. In addition, the jury awarded legal fees of \$752,000. The jury did not award punitive damages. Liggett has appealed.
- In October 2004, in *Arnitz v. Philip Morris, Inc.*, a Florida jury returned a verdict in favor of the plaintiff, who claims that as a result of his smoking he developed lung cancer and emphysema. The jury awarded a total of \$240,000 in compensatory damages. Philip Morris, the sole defendant in the case, appealed to the Florida Second District Court of Appeals. In July 2006, the appellate court affirmed the judgment of the trial court. In September 2006, the appellate court denied Philip Morris's motion for rehearing. Philip Morris subsequently filed a motion to stay the issuance of the mandate with the appellate court. On

October 6, 2006, the appellate court denied this motion, and the mandate was issued. On October 16, 2006, Philip Morris paid \$1,094,352 in judgment, interest, and attorneys' fees. On October 19, 2006, Philip Morris filed a petition for discretionary review with the Florida Supreme Court. The petition was denied on December 20, 2006.

- In February 2005, in *Smith v. Brown & Williamson*, a Missouri state court jury returned a split verdict, finding in favor of the defendant on counts of fraudulent concealment and conspiracy and in favor of the plaintiffs on a negligence count. The jury awarded the plaintiffs \$500,000 in compensatory damages and \$20 million in punitive damages. On March 10, 2005, the defendant filed a motion for judgment notwithstanding the verdict or, in the alternative, for a new trial. On May 23, 2005, the trial court denied defendant's motion, and on June 1, 2005, the defendant appealed. On July 31, 2007, the Missouri appeals court upheld the verdict against the defendant but set aside the punitive damages. The case may be sent to the trial court for retrial of the punitive damages issue or submitted in its entirety to the Missouri Supreme Court for review.
- In March 2005, in *Rose v. Philip Morris*, a New York jury awarded \$3.42 million in compensatory damages against B&W and Philip Morris. On August 18, 2005, B&W filed a notice of appeal. Pursuant to its agreement to indemnify B&W, on February 7, 2006, Reynolds Tobacco posted a supersedeas bond in the approximate amount of \$2.058 million. The jury also returned a punitive damages award totaling \$17.1 million against Philip Morris. In December 2005, Philip Morris's post-trial motions challenging the verdict were denied by the trial court. Philip Morris has appealed. Oral argument occurred on December 12, 2006, and a decision is pending.
- Also in March 2005, the Ninth Circuit Court of Appeals referred the case *Grisham v. Philip Morris* to the California Supreme Court to determine the statute of limitations in tobacco cases, noting an inconsistency in federal and California state law. The plaintiff, who was diagnosed with severe periodontal disease caused by toxins in cigarette smoke, alleged that Philip Morris and Brown & Williamson deceived her for four decades about the safety of their products. The case had reached the Ninth Circuit after a Los Angeles federal court dismissed the case as being time-barred. On December 6, 2006, the California Supreme Court heard arguments regarding whether long-term smokers who relied on manufacturers' false safety claims are required to file suit when health problems emerge or much earlier, when smokers realize they are addicted. On February 15, 2007, the California Supreme Court ruled that such smokers need not have filed suit when they realized they were addicted, thus permitting the *Grisham* lawsuit to proceed in federal court in California.

In August 2002, the California Supreme Court issued a decision limiting evidence of wrongdoing between 1988 and 1998 by tobacco companies. One OPM has reported that this decision worked to the advantage of the tobacco industry defendants in the *Whiteley* case, and it believes that it will have a favorable impact for tobacco industry defendants in other California cases, both at the trial court level and on appeal.

Healthcare Cost Recovery Lawsuits. In certain pending proceedings, domestic and foreign governmental entities and non-governmental plaintiffs, including Native American tribes, insurers and self-insurers such as Blue Cross and Blue Shield plans, hospitals and others, are seeking reimbursement of healthcare cost expenditures allegedly caused by tobacco products and, in some cases, of future expenditures and damages as well. Relief sought by some but not all plaintiffs includes punitive damages, multiple damages and other statutory damages and penalties, injunctions prohibiting alleged marketing and sales to minors, disclosure of research, disgorgement of profits, funding of anti-smoking programs, additional disclosure of nicotine yields, and payment of attorney and expert witness fees. The PMs are exposed to liability in these cases, because the MSA only settled healthcare cost recovery claims belonging to the Settling States. Altria has reported that as of August 1, 2007, there were three healthcare cost recovery actions pending against Philip Morris in the U.S. For example, on August 4, 2005, a national senior citizens' organization filed a lawsuit (*United Senior Association, Inc. v. Philip Morris Inc., et al.*) in Boston against cigarette manufacturers under the federal "Medicare as Secondary Payer" statute, which permits Medicare beneficiaries or others to bring actions on behalf of Medicare to recover healthcare costs paid by Medicare for which another party may be liable. The plaintiffs are reportedly seeking to recover more than \$60 billion in alleged Medicare spending on treatment of smoking related illnesses since August 4, 1999. On October 24, 2005, the defendants filed a motion to dismiss, or, in the alternative, to transfer the case to the U.S. District Court for the

Middle District of Florida, where a similar lawsuit involving Medicare payments in Florida was dismissed on July 26, 2005. The Boston lawsuit reportedly does not seek to recover Medicare payments in Florida. On August 28, 2006, the defendants' motion to dismiss was granted. On September 7, 2006, the plaintiffs filed a notice of appeal with the U.S. Court of Appeals for the First Circuit.

The claims asserted in the healthcare cost recovery actions include the equitable claim that the tobacco industry was "unjustly enriched" by plaintiffs' payment of healthcare costs allegedly attributable to smoking, the equitable claim of indemnity, common law claims of negligence, strict liability, breach of express and implied warranty, violation of a voluntary undertaking or special duty, fraud, negligent misrepresentation, conspiracy, public nuisance, claims under federal and state statutes governing consumer fraud, antitrust, deceptive trade practices and false advertising, and claims under federal Racketeer Influenced and Corrupt Organizations Act ("RICO") and parallel state statutes.

Defenses raised include lack of proximate cause, remoteness of injury, failure to state a valid claim, lack of benefit, adequate remedy at law, "unclean hands" (namely, that plaintiffs cannot obtain equitable relief because they participated in, and benefited from, the sale of cigarettes), lack of antitrust standing and injury, federal preemption, lack of statutory authority to bring suit, and statutes of limitations. In addition, defendants argue that they should be entitled to "set off" any alleged damages to the extent the plaintiff benefits economically from the sale of cigarettes through the receipt of excise taxes or otherwise. Defendants also argue that these cases are improper because plaintiffs must proceed under principles of subrogation and assignment. Under traditional theories of recovery, a payor of medical costs (such as an insurer) can seek recovery of healthcare costs from a third party solely by "standing in the shoes" of the injured party. Defendants argue that plaintiffs should be required to bring any actions as subrogees of individual healthcare recipients and should be subject to all defenses available against the injured party.

Although there have been some decisions to the contrary, most courts that have decided motions in these cases have dismissed all or most of the claims against the industry. In addition, eight federal Courts of Appeals (the Second, Third, Fifth, Seventh, Eighth, Ninth, Eleventh, and District of Columbia Circuits), as well as California, Florida, New York, and Tennessee intermediate appellate courts, relying primarily on grounds that plaintiffs' claims were too remote, have affirmed dismissals of, or reversed trial courts that had refused to dismiss, healthcare cost recovery actions. The U.S. Supreme Court has refused to consider plaintiffs' appeals from the cases decided by the U.S. Courts of Appeals for the Second, Third, Fifth, Ninth, and District of Columbia Circuits.

A number of foreign governmental entities have filed suit in state and federal courts in the U.S. against tobacco industry defendants to recover funds for healthcare and medical and other assistance paid by those foreign governments to their citizens. Such suits have been brought in the U.S. by 13 countries, a Canadian province, 11 Brazilian states and 11 Brazilian cities. All of these suits have been dismissed. In addition to these cases brought in the U.S., healthcare cost recovery actions have also been brought in Israel, the Marshall Islands (where the suit was dismissed), Canada and France. In September 2003, the case pending in France was dismissed and the plaintiff has appealed. Other governmental entities have stated that they are considering filing such actions. On September 29, 2005, the Supreme Court of Canada upheld legislation passed in 1998 by the province of British Columbia allowing the provincial government to seek damages from tobacco companies for healthcare costs incurred during the past 50 years, as well as for future illness-related expenses in connection with tobacco use. The legislation also lightens the required burden of proof and curtails certain traditional defenses in civil suits. Other provinces are reported to have already adopted or are expected to adopt similar legislation. See discussion of HHCR Act, below.

In September 1999, the U.S. government filed a lawsuit (*USA v. Philip Morris USA*) in the U.S. District Court for the District of Columbia against the OPMs, certain related parent companies and two tobacco industry research and lobbying organizations, seeking medical cost recovery for federal funds spent to treat alleged tobacco-related illnesses and asserting violation of RICO. In September 2000, the trial court dismissed the government's medical cost recovery claims, but permitted discovery to proceed on the government's claims for relief under RICO. The government alleged that disgorgement by defendants of approximately \$280 billion is an appropriate remedy. In May 2004, the court issued an order denying defendants' motion for partial summary judgment limiting the disgorgement remedy. In June 2004, the trial court certified that order for immediate appeal, and in July 2004, the U.S. Court of Appeals for the District of Columbia agreed to hear the appeal on an expedited basis. On February 4, 2005, the appeals court, in a 2-1 decision, ruled that disgorgement is not an available remedy in this case. This ruling eliminated the government's claim for \$280 billion and limits the government's potential remedies principally

to forward-looking relief, including funding for anti-smoking programs. The government appealed this ruling to seek a rehearing en banc. On April 20, 2005, the appeals court denied the government's appeal. On July 18, 2005, the government appealed the ruling with regard to the \$280 billion disgorgement decision to the U.S. Supreme Court. On October 17, 2005 the U.S. Supreme Court, without comment, denied the appeal.

In addition to the claim for disgorgement, the government sought relief consisting of, among other things: (1) prohibitory injunctions (including prohibitions on committing acts of racketeering, making false or misleading statements about cigarettes, and on youth marketing); (2) disclosure of documents concerning the health risks and addictive nature of smoking, the ability to develop less hazardous cigarettes and youth marketing campaigns; (3) mandatory corrective statements about the health risks of smoking and the addictive properties of nicotine in future marketing campaigns; and (4) funding of remedial programs (including research, public education campaigns, medical monitoring programs, and smoking cessation programs). The trial phase of the case concluded on June 9, 2005. In its closing argument and submissions, the government requested that the tobacco industry be required to fund an up to ten-year, \$14 billion smoking cessation program. The government has reportedly also asked the court to appoint a lawyer as monitor with power to order the defendants to sell off their research and development facilities related to developing so-called safer cigarettes. The monitor would also have power to review the business policies of the defendants. The government has also reportedly requested that restrictions be placed on the defendants' ability to sell their cigarette businesses and that the defendants be compelled to run public advertisements regarding the dangers of smoking. The defendants filed a motion to dismiss the government's request for the \$14 billion award, arguing that the award was barred by the February 4, 2005 appellate decision. On July 22, 2005, the District Court judge granted the motion made under Federal Rule of Civil Procedure 24 by six public interest groups to intervene in this action for the very limited purpose of being heard on the issue of permissible and appropriate remedies in this case, should the government prevail on its claims with respect to smoking cessation programs. On August 15, 2005, the parties filed their proposed findings of fact. Post-trial briefing was completed on October 9, 2005. In August 2006, the District Court entered judgment in favor of the government, finding the defendants liable for the RICO claims, but imposing no direct financial penalties on the defendants, instead ordering the defendants to make certain "corrective communications" in a variety of media and enjoining the defendants from using certain brand descriptors. Both parties appealed — the defendants filed on September 11, 2006, and the government filed on October 16, 2006. In March 2007, the trial court denied defendants' post-trial motion for clarification of those portions of the court's remedial order prohibiting defendants from making certain statements to consumers about their products both within and outside the United States, but granted defendants' post-trial motion for clarification that the court's remedial order requiring corrective statements on display at retail points of sale do not apply outside the United States. The defendants have filed amended notices of appeal. The District Court's stay of the proceedings remains in effect pending appeal to the Court of Appeals.

In January of 2001, the Canadian Province of British Columbia enacted the Damages and Healthcare Costs Recovery Act (the "**HCCR Act**"). The HCCR Act authorizes an action by the government of British Columbia against a manufacturer of tobacco products for the recovery by the government of the present value of past and reasonably expected future healthcare expenditures incurred by the government in treating British Columbians with diseases caused by exposure to tobacco products, where such exposure was caused by a manufacturer's tort in British Columbia or a breach of a duty owed to persons in British Columbia. The HCCR Act allows the government to bring such action for expenditures related to a particular individual or on an aggregate basis for a population of persons. In an action brought on an aggregate basis, the Act does not require the government identify a particular person or to prove particular injury, healthcare costs or causation of harm with respect to any particular person. Where the government proves in an aggregate claim with respect of a type of tobacco product that a manufacturer breached a legal duty owed to persons who have been or might become exposed to the tobacco product and that exposure to the tobacco product can cause or contribute to a disease, the court is required to presume that: (1) the population of persons who were exposed to the tobacco product would not have been exposed to the product but for the breach of duty; and (2) such exposure caused or contributed to disease or risk of disease in such population of persons. In such cases, the court is required to determine on an aggregate basis the cost of healthcare benefits provided after the date of the breach of duty and to assess liability among defendants based on the proportion of the aggregate cost equal to each defendant's market share in the type of tobacco product. Statistical information and information derived from epidemiological and other relevant studies is admissible as evidence under the HCCR Act to establish causation and for quantifying damages in an action brought by the government under the HCCR Act or in an action brought by a class of persons under Canada's class action statute.

Subsequently to the enactment of the HCCR Act, the government of British Columbia brought an action under the HCCR Act against certain foreign and domestic tobacco manufacturers, including Philip Morris International, a subsidiary of Altria. The defendants challenged the constitutionality of the HCCR Act, and in a decision dated June 5, 2003, British Columbia's trial level court held that the HCCR Act was unconstitutional as exceeding the territorial jurisdiction of the Province. On appeal, British Columbia's highest court reversed the lower court in a decision dated May 20, 2004, holding that the HCCR Act was constitutional. The matter was appealed to the Canadian Supreme Court, Canada's highest court. By a unanimous decision dated September 29, 2005 the Canadian Supreme Court affirmed the lower court, holding that the HCCR Act was constitutional. In the decision, the court also vacated the stay of proceedings and the action was allowed to continue. On September 15, 2006, the British Columbia Court of Appeal unanimously ruled that the foreign defendants served ex juris are subject to British Columbia law, allowing the government to proceed with its lawsuit against them. On November 10, 2006, the ex juris defendants applied for leave to appeal the judgment to the Supreme Court of Canada. On April 5, 2007, the Supreme Court of Canada dismissed the defendant's application. While the judgment only applies to British Columbia, it is expected that other provincial governments may follow suit. It has been reported that Newfoundland has enacted, and Saskatchewan and Nova Scotia are considering enacting, legislation similar to the HCCR Act.

Other Tobacco-Related Litigation. The tobacco industry is also the target of other litigation. By way of example only, and not as an exclusive or complete list, the following are additional tobacco-related litigation:

- *Asbestos Contribution Cases.* These cases, which have been brought against cigarette manufacturers on behalf of former asbestos manufacturers, their personal injury settlement trusts and insurers, seek, among other things, contribution or reimbursement for amounts expended in connection with the defense and payment of asbestos claims that were allegedly caused in whole or in part by cigarette smoking. Two of the cases were dismissed.
- *Cigarette Price-Fixing Cases.* According to one OPM, as of May 1, 2007, there were two cases pending against domestic cigarette manufacturers in Kansas (*Smith v. Philip Morris*) and New Mexico (*Romero v. Philip Morris*), alleging that defendants conspired to fix cigarette prices in violation of antitrust laws. The plaintiffs' motions for class certification have been granted in both cases. In February 2005, the New Mexico Court of Appeals affirmed the class certification decision in the *Romero* case. On April 19, 2005, the defendants filed motions for summary judgment. In June 2006, the court granted defendant's motion, and the plaintiffs appealed on August 14, 2006. In the *Smith* case, on July 14, 2006, the court issued an order confirming that fact discovery is closed, except for such privilege issues that the court determines, based on a Special Master's report, justify further limited fact discovery. Expert discovery, as necessary, will begin in early 2007.
- *Cigarette Contraband Cases.* In May 2001 and August 2001, various governmental entities of Colombia, the European Community and ten member states filed suits in the U.S. against certain PMs, alleging that defendants sold to distributors cigarettes that would be illegally imported into various jurisdictions. The claims asserted in these cases include negligence, negligent misrepresentation, fraud, unjust enrichment, violations of RICO and its state-law equivalents and conspiracy. Plaintiffs in these cases seek actual damages, treble damages and undisclosed injunctive relief. In February 2002, the trial court granted defendants' motions to dismiss all of the actions. Plaintiffs in each case have appealed. In January 2004, the U.S. Court of Appeals for the Second Circuit affirmed the dismissals of the cases. In April 2004, plaintiffs petitioned the U.S. Supreme Court for further review. The European Community and the 10 member states moved to dismiss their petition in July 2004 following an agreement entered into among Philip Morris, the European Commission and 10 member states of the European Community. The terms of this cooperation agreement provide for broad cooperation with European law enforcement agencies on anti-contraband and anti-counterfeit efforts and resolve all disputes between the parties on these issues. In May 2005, the U.S. Supreme Court granted the petitions for review, vacated the judgment of the Second Circuit Court of Appeals and remanded the case to that court for further review in light of the Supreme Court's recent decision in *U.S. v. Pasquantino*. On September 13, 2005, the Second Circuit Court of Appeals found that *Pasquantino* was inapplicable to the case and affirmed its earlier decision that the revenue rule bars foreign sovereigns' civil claims for recovery of lost tax revenue and law enforcement costs related to cigarette smuggling. In January 2006, the U.S. Supreme Court rejected the European Union's petition for review.

- *Patent Litigation.* In 2001 and 2002, Star Scientific, Inc. (“**Star**”) filed two patent infringement actions against Reynolds Tobacco in the U.S. District Court for the District of Maryland. Such actions have been consolidated. Reynolds Tobacco filed various motions for summary judgment, which were all denied. Reynolds Tobacco has also filed counterclaims seeking a declaration that the claims of the two Star patents in dispute are invalid, unenforceable and not infringed by Reynolds Tobacco. Between January 31, 2005 and February 8, 2005, the District Court held a first bench trial on Reynolds Tobacco’s affirmative defense and counterclaim based upon inequitable conduct. The District Court has not yet issued a ruling on this issue. Additionally, in response to the court’s invitation, Reynolds Tobacco filed two summary judgment motions on January 20, 2005. The District Court has indicated that it will rule on Reynolds Tobacco’s two pending summary judgment motions and the issue of inequitable conduct at the same time. The District Court has not yet set a trial date for the remaining issues in the case.
- *Vermont Litigation.* On July 22, 2005, Vermont announced that it had sued Reynolds Tobacco in the Vermont Superior Court for using false and misleading advertising to promote its “Eclipse” brand of cigarettes. The lawsuit charges that Reynolds Tobacco’s advertising, which claims that smoking Eclipse cigarettes is less harmful than smoking other brands of cigarettes, violated Vermont’s consumer protection statutes. The State of Vermont is seeking declaratory, injunctive, and monetary relief. Reynolds Tobacco has answered the complaint. Discovery is underway. No trial date has been set. According to the Vermont Attorney General, the offices of Attorneys General across the country, including California, Connecticut, the District of Columbia, Idaho, Illinois, Iowa, Maine, New York, and Tennessee, have actively participated in the investigation leading up to this lawsuit and will continue to assist Vermont in it.
- *Foreign Lawsuits.* Lawsuits have been filed in foreign jurisdictions against certain OPMs and/or their subsidiaries and affiliates, including individual smoking and health actions, class actions and healthcare cost recovery suits.

The foregoing discussion of civil litigation against the tobacco industry is not exhaustive and is not based upon the Issuer’s examination or analysis of the court records of the cases mentioned or of any other court records. It is based on SEC filings by OPMs and on other publicly available information published by the OPMs or others. Prospective purchasers of the Series 2007 Bonds are referred to the reports filed with the SEC by certain of the OPMs and applicable court records for additional descriptions thereof.

Litigation is subject to many uncertainties. In its SEC filing, one OPM states that it is not possible to predict the outcome of litigation pending against it, and that it is unable to make a meaningful estimate of the amount or range of loss that could result from an unfavorable outcome of pending litigation, and that it is possible that its business, volume, results of operations, cash flows, or financial position could be materially affected by an unfavorable outcome or settlement of certain pending litigation or by the enactment of federal or state tobacco legislation. It can be expected that at any time and from time to time there will be developments in the litigation presently pending and filing of new litigation that could adversely affect the business of the PMs and the market for or prices of securities such as the Series 2007 Bonds payable from tobacco settlement payments made under the MSA.

GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT

The following information has been extracted from the Global Insight Cigarette Consumption Report, a copy of which is attached hereto as Appendix A. This summary does not purport to be complete and the Global Insight Cigarette Consumption Report should be read in its entirety for an understanding of the assumptions on which it is based and the conclusions it reaches. The Global Insight Cigarette Consumption Report forecasts future United States domestic cigarette consumption. The MSA payments are based in part on cigarettes shipped in and to the United States. Cigarette shipments and cigarette consumption may not match at any given point in time as a result of various factors such as inventory adjustments, but are substantially the same when compared over a period of time.

General

Global Insight (USA), Inc. ("**Global Insight**"), formerly known as DRI•WEFA, Inc., has prepared a report dated August 3, 2007 on the consumption of cigarettes in the United States from 2007 through 2057 entitled, "*A Forecast of U.S. Cigarette Consumption (2007-2057) for Inland Empire Tobacco Securitization Authority.*" Global Insight is an internationally recognized econometric and consulting firm of over 325 economists in 23 offices worldwide. Global Insight is a privately held company, which is a provider of financial, economic and market research information.

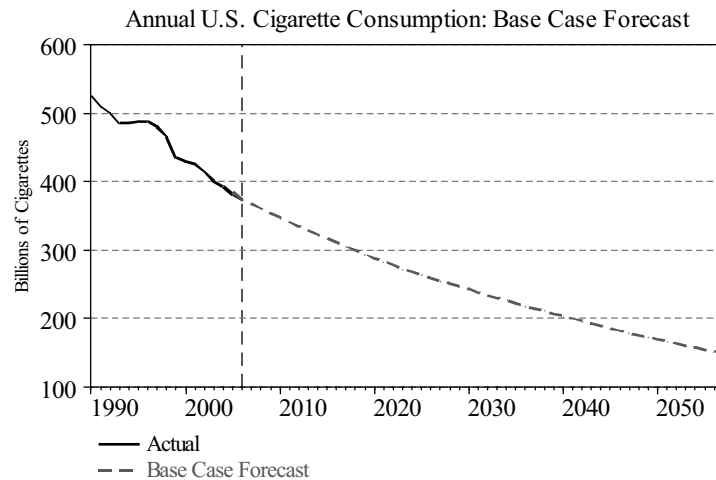
Global Insight has developed a cigarette consumption model based on historical United States data between 1965 and 2003. Global Insight constructed this cigarette consumption model after considering the impact of demographics, cigarette prices, disposable income, employment and unemployment, industry advertising expenditures, the future effect of the incidence of smoking among underage youth and qualitative variables that captured the impact of anti-smoking regulations, legislation, and health warnings. After determining which variables were effective in building this cigarette consumption model (real cigarette prices, real per capita disposable personal income, the impact of restrictions on smoking in public places, and the trend over time in individual behavior and preferences), Global Insight employed standard multivariate regression analysis to determine the nature of the economic relationship between these variables and adult per capita cigarette consumption in the United States. The multivariate regression analysis showed: (i) long run price elasticity of demand of -0.33; (ii) income elasticity of demand of 0.27; and (iii) a trend decline in adult per capita cigarette consumption of 2.40% per year holding other recognized significant factors constant.

Global Insight's model, coupled with its long term forecast of the United States economy, was then used to project total United States cigarette consumption from 2007 through 2057 (the "**Base Case Forecast**"). The Base Case Forecast indicates that the total United States cigarette consumption in 2057 will be 149 billion cigarettes (approximately 7.5 billion packs), a 63% decline from the 2003 level. From 2004 through 2057 the average annual rate of decline is projected to be 1.81%. On a per capita basis, consumption is forecast to fall at an average annual rate of 2.51%. Total consumption of cigarettes in the United States is forecast to fall from an estimated 381 billion in 2005 to 373 billion in 2006, to under 300 billion by 2018, and to under 200 billion by 2041, as set forth in the following table. The Global Insight Cigarette Consumption Report states that Global Insight believes that the assumptions on which the Base Case Forecast is based are reasonable.

Global Insight Base Case Forecast of Cigarette Consumption

Year	Cigarettes (billions)	Year	Cigarettes (billions)
2004	393.00	2031	238.16
2005	381.00	2032	234.12
2006	373.34	2033	230.14
2007	366.86	2034	226.19
2008	360.59	2035	221.88
2009	353.96	2036	217.98
2010	347.62	2037	214.19
2011	341.27	2038	210.53
2012	334.93	2039	206.72
2013	328.54	2040	203.02
2014	322.14	2041	199.44
2015	316.45	2042	195.80
2016	310.82	2043	192.24
2017	305.06	2044	188.76
2018	299.41	2045	185.34
2019	293.71	2046	182.02
2020	288.43	2047	178.77
2021	283.17	2048	175.61
2022	278.11	2049	172.52
2023	273.09	2050	169.46
2024	268.43	2051	166.45
2025	263.84	2052	163.47
2026	259.36	2053	160.52
2027	254.97	2054	157.61
2028	250.69	2055	154.74
2029	246.48	2056	151.91
2030	242.34	2057	149.12

The following graph displays the projected time trend of cigarette consumption in the United States:



The Global Insight Cigarette Consumption Report also presents alternative forecasts that project higher and lower paths of cigarette consumption, predicting that by 2057, total United States consumption could be as low as 136 billion or as high as 162 billion cigarettes. In addition, the Global Insight Cigarette Consumption Report

presents scenarios with more extreme variations in assumptions for the purposes of illustrating alternative paths of consumption. In one such scenario, Global Insight projects that assuming a 4% decline per year total United States consumption could be as low as 46 billion cigarettes by 2057.

Historical Cigarette Consumption

The USDA, which has compiled data on cigarette consumption since 1900, reports that consumption (which is defined as taxable United States consumer sales, plus shipments to overseas armed forces, ship stores, Puerto Rico and other United States possessions, and small tax-exempt categories, as reported by the Bureau of Alcohol, Tobacco and Firearms) grew from 2.5 billion in 1900 to a peak of 640 billion in 1981. Consumption declined in the 1980’s and 1990’s, reaching a level of 465 billion cigarettes in 1998, and decreasing to less than 400 billion cigarettes in 2004.

The following table sets forth United States domestic cigarette consumption for the nine years ended December 31, 2006. The data in this table vary from statistics on cigarette shipments in the United States. While the Global Insight Cigarette Consumption Report is based on consumption, payments under the MSA are computed based in part on shipments in or to the 50 states of the United States, the District of Columbia and Puerto Rico. The quantities of cigarettes shipped and cigarettes consumed may not match at any given point in time as a result of various factors such as inventory adjustments, but are substantially the same when compared over a period of time.

U.S. Cigarette Consumption

<u>Year Ended December 31</u>	<u>Consumption (Billions of Cigarettes)</u>	<u>Percentage Change</u>
2006	373(est.)	-2.01%
2005	381(est.)	-3.05%
2004	393(est.)	-1.75
2003	400	-3.61
2002	415	-2.35
2001	425	-1.16
2000	430	-1.15
1999	435	-6.45
1998	465	-3.13

Factors Affecting Cigarette Consumption

Most empirical studies have found a common set of variables that are relevant in building a model of cigarette demand. These conventional analyses usually evaluate one or more of the following factors: (i) general population growth, (ii) price increases, (iii) changes in disposable income, (iv) youth consumption, (v) trends over time, (vi) smoking bans in public places, (vii) nicotine dependence, and (viii) health warnings. While some of these factors were not found to have a measurable impact on changes in demand for cigarettes, all of these factors are thought to affect smoking in some manner and to be incorporated into current levels of consumption. Since 1964 there has been a significant decline in United States adult per capita cigarette consumption. The 1964 Surgeon General’s health warning and numerous subsequent health warnings, together with the increased health awareness of the population over the past 30 years, may have contributed to decreases in cigarette consumption levels. If, as assumed by Global Insight, the awareness of the adult population continues to change in this way, overall consumption of cigarettes will decline gradually over time. Global Insight’s analysis includes a time trend variable in order to capture the impact of these changing health trends and the effects of other such variables which are difficult to quantify.

GLOBAL INSIGHT POPULATION REPORT

General

Global Insight has prepared a report, dated August 3, 2007 (previously defined as the “Global Insight Population Report”) for the County on the population of California counties from 2000 through 2050 entitled “A Forecast of Population (2000-2050) for Counties in California including the County of Riverside” for the Inland Empire Tobacco Securitization Authority. For a description of Global Insight, see “TOBACCO CONSUMPTION REPORT – General” herein.

Global Insight’s population model is designed to forecast the county-by-county population of California from 2000 to 2050. The Global Insight Population Report has been commissioned by the County in order to provide the county population shares used in the determination of the payments made to the County under the ARIMOU. See “THE CALIFORNIA CONSENT DECREE, THE MOU, THE ARIMOU AND THE CALIFORNIA ESCROW AGREEMENT – General Description” herein. Global Insight considered the impact of fertility/birth rates, mortality rates/life expectancy, migration (including international, domestic, and intra-County migration within California), race, age, gender and ethnicity, as well as the business cycle, land area and usage, water resources, and environmental risks such as earthquakes. Global Insight found the following variables to be relevant in building an empirical model of California population through 2050 by county and share of the total population: births, deaths, and migration (international, domestic and county to county). The projections and forecasts are based on assumptions regarding the future paths of these factors, as further described in the Global Insight Population Report that Global Insight believes are reasonable.

Projections and Forecasts

The projections and forecasts included in the Global Insight Population Report, including, but not limited to, those regarding the future population of the County, are estimates, which have been prepared on the basis of certain assumptions and hypotheses. No representation or warranty of any kind is or can be made with respect to the accuracy or completeness of, and no representation or warranty should be inferred from, these projections and forecasts. The projections and forecasts contained in the Global Insight Population Report are based upon assumptions as to future events and, accordingly, are subject to varying degrees of uncertainty. Some assumptions inevitably will not materialize and, additionally, unanticipated events and circumstances may occur. Therefore, for example, the County’s population inevitably will vary from the projections and forecasts included in the Global Insight Population Report and the variations may be material and adverse.

Global Insight projects that the population in the County will increase by 3.97% between 2000 and 2050, with the County’s share of the total State population increasing from 4.56% in 2000 to 8.53% in 2050. If events occur in accordance with the assumptions and forecasts described in this Offering Circular, the projected increase in the County’s share of the total State population could result in an increase of the County Tobacco Assets.

Global Insight projects that the County’s share of the total population for the State of California will be as follows:

<u>Year</u>	<u>State of California Population</u>	<u>Riverside County Population</u>	<u>Riverside County’s Share of State of California Population</u>
2000	33,871,648	1,544,547	4.56%
2010	37,844,294	2,323,640	6.14
2020	42,119,682	2,956,802	7.02
2030	46,343,836	3,531,400	7.62
2040	50,647,692	4,097,398	8.09
2050	54,793,466	4,673,882	8.53

Department of Finance Projections

The Global Insight Population Report also includes California population projections released by the California Department of Finance (the “DOF”) on July 9, 2007. The DOF’s updated forecast extending to 2050 revised the County’s share of State population to 5.72% in 2010, 6.58% in 2020, 7.12% in 2030, 7.57% in 2040 and 7.95% in 2050.

METHODOLOGY AND BOND STRUCTURING ASSUMPTIONS

Introduction

The following discussion describes the methodology and assumptions used to calculate a forecast of County Tobacco Assets (the “**Collection Methodology and Assumptions**”), as well as the methodology and assumptions used to structure the Accreted Values and to calculate the projected Turbo Redemptions for the Series 2007 Bonds (the “**Structuring Assumptions**”). For sensitivity analyses which evaluate the impact of different consumption levels on Turbo Redemptions, see “– Effect of Changes in Consumption Level on Turbo Redemptions” below. The assumptions are only assumptions and no guarantee can be made as to the ultimate outcome of certain events assumed here. If actual results are different from those assumed, it could have a material effect on the forecast of County Tobacco Assets as well as assumed Turbo Redemptions.

Collection Methodology and Assumptions

In calculating a forecast of County Tobacco Assets, the forecast of cigarette consumption in the United States developed by Global Insight and described as the Base Case Forecast, was applied to calculate Annual Payments and Strategic Contribution Payments to be made by the PMs pursuant to the MSA. The calculation of payments required to be made was performed in accordance with the terms of the MSA; however, as described below, certain assumptions were made with respect to consumption of cigarettes in the United States and the applicability of certain adjustments and offsets to such payments set forth in the MSA. In addition, it was assumed that the PMs make all payments required to be made by them pursuant to the MSA, and that the relative market share for each of the PMs remains constant throughout the forecast period at 85.27% for the OPMs, 9.13% for the SPMs and 5.6% for the NPMs.[†] It was further assumed that each company that is currently a PM remains such throughout the term of the Series 2007 Bonds.

In applying the consumption forecast from the Global Insight Cigarette Consumption Report, it was assumed that United States consumption, which was forecasted by Global Insight, was equal to the number of cigarettes shipped in and to the United States, the District of Columbia and Puerto Rico, which is the number that is applied to determine the Volume Adjustment. The Global Insight Cigarette Consumption Report states that the quantities of cigarettes shipped and cigarettes consumed may not match at any given point in time as a result of various factors such as inventory adjustments, but are substantially the same when compared over a period of time. Global Insight’s Base Case Forecast for United States cigarette consumption is set forth herein in Appendix A – “GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT” attached hereto. See Appendix A for a discussion of the assumptions underlying the projections of cigarette consumption contained in the Global Insight Cigarette Consumption Report.

Annual Payments

In accordance with the Collection Methodology and Assumptions, the amount of Annual Payments to be made by the PMs was calculated by applying the adjustments applicable to the Annual Payments in the order, and in the amounts, set out in the MSA, as follows:

[†] The aggregate market share information utilized in the bond structuring assumptions may differ materially from the market share information used by the MSA Auditor in calculating adjustments to Annual Payments and Strategic Contribution Payments. See “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT —Adjustments to Payments” herein.

Inflation Adjustment. First, the Inflation Adjustment was applied to the schedule of base amounts for the Annual Payments set forth in the MSA. Inflation was assumed to be at a rate of 3.4% for 2000, 3.0% for 2001 through 2003, 3.256% for 2004, 3.416% for 2005, and 3% for 2006. Thereafter, the rate of inflation was assumed to be the minimum provided in the MSA, at a rate of 3% per year, compounded annually, for the rest of the forecast period.

Volume Adjustment. Next, the annual amounts calculated for each year after application of the Inflation Adjustment were adjusted for the Volume Adjustment by applying the Global Insight Base Case Forecast for United States cigarette consumption to the market share of the OPMs for the prior year. No add back or benefit was assumed from any Income Adjustment. See “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT — Adjustments to Payments – *Volume Adjustment*” for a description of the formula used to calculate the Volume Adjustment.

Previously Settled States Reduction. Next, the annual amounts calculated for each year after application of the Inflation Adjustment and the Volume Adjustment were reduced by the Previously Settled States Reduction which applies only to the payments owed by the OPMs. The Previously Settled States Reduction is as follows for each year of the following period:

2000 through 2007	12.4500000%
2008 through 2017	12.2373756%
2018 and after	11.0666667%

Non-Settling States Reduction. The Non-Settling States Reduction was not applied to the Annual Payments because such reduction has no effect on the amount of payments to be received by states that remain parties to the MSA. Thus, the Collection Methodology and Assumptions include an assumption that the State will remain a party to the MSA.

NPM Adjustment. The NPM Adjustment will not apply to the Annual Payments payable to any state that enacts and diligently enforces a Qualifying Statute so long as such statute is not held to be unenforceable. The Collection Methodology and Assumptions include an assumption that the State will diligently enforce a Qualifying Statute that is not held to be unenforceable. For a discussion of the State’s Qualifying Statute, see “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT” and “— MSA Provisions Relating to Model/Qualifying Statutes — *Status of California Model Statute*” herein. Should a PM be determined with finality to be entitled to an NPM Adjustment in a future due to a non-diligent enforcement of the Qualifying Statute by the State or as a result of a settlement of an NPM Adjustment dispute, the payments by the PMs under the MSA and the amounts of Sold County Tobacco Assets available to the Corporation to make Turbo Redemptions and pay the principal or Accreted Value of the Series 2007 Bonds at maturity could be reduced. In such a situation, the schedule of projected Sold County Tobacco Assets and the projections of outstanding amounts for Turbo Term Bonds shown herein under “METHODOLOGY AND BOND STRUCTURING ASSUMPTIONS” may not be realized. See “RISK FACTORS—Other Potential Payment Decreases Under the Terms of the MSA —*NPM Adjustment*” herein.

Population Adjustment. The MOU provides that the amounts of TSRs payable are subject to adjustments for population changes. The amount of the TSRs distributed to Participating Jurisdictions, including the County, pursuant to the MOU and the ARIMOU is allocated on a per capita basis, calculated using the then most current official United States Decennial Census figures (see Appendix B — “GLOBAL INSIGHT POPULATION REPORT”), which are currently updated every ten years. The County Tobacco Assets projections included herein are based on projections in the Global Insight Population Report and assume a two-year lag between the year the census is conducted and the year the census results become available. From 2007 to 2011, the County’s Allocation is equal to the product of California’s allocation to the counties under the MOU (45%) and the County’s percentage of the State’s population according to the 2000 Official United States Decennial Census. The County’s Allocation from 2012 to 2057 is equal to the product of California’s allocation to the counties under the MOU (45%) and the Global Insight Base Case Population Forecast for the County.

Offset for Miscalculated or Disputed Payments. The Collection Methodology and Assumptions include an assumption that there will be no adjustments to the Annual Payments due to miscalculated or disputed payments. However, a deposit into the Disputed Payments Account or withholding of payment by a PM based upon a claim of

entitlement to an adjustment to Annual Payments due in one or more future years could reduce the amounts of Sold County Tobacco Assets available to the Corporation to make Turbo Redemptions and pay the principal or Accreted Value of the Series 2007 Bonds at maturity. See “RISK FACTORS— Other Potential Payment Decreases Under the Terms of the MSA — *Disputed or Recalculated Payments and Disputes under the Terms of the MSA*” herein.

Offset for Claims-Over. The Collection Methodology and Assumptions include an assumption that the Offset for Claims-Over will not apply.

Litigating Releasing Parties Offset. The Collection Methodology and Assumptions include an assumption that the Litigating Releasing Parties Offset will have no effect on payments.

Subsequent Participating Manufacturers. The Collection Methodology and Assumptions assume that the relative market share of the SPMs remains constant at 9.13%. Because the 9.13% market share is greater than 3.125% (125% of 2.5%, the SPMs’ estimated 1997 market share), the Collection Methodology and Assumptions assume that the SPMs are required to make Annual Payments in each year.

State Allocation Percentage. The amount of Annual Payments, after application of the Inflation Adjustment, the Volume Adjustment and the Previously-Settled States Reduction for each year was multiplied by the State Allocation Percentage (12.7639554%) in order to determine the amount of Annual Payments to be made by the PMs in each year to be allocated to the California State-Specific Account.

The following table shows the projection of County Tobacco Assets to be received from Annual Payments from 2007 through 2057, calculated in accordance with the Collection Methodology and Assumptions. The County Tobacco Assets have not been transferred to the Corporation in their entirety; only the Sold County Tobacco Assets have been transferred to the Corporation.

Strategic Contribution Payments

In accordance with the Collection Methodology and Assumptions, the amount of Strategic Contribution Payments to be made by the PMs was calculated by applying the adjustments applicable to the Strategic Contribution Payments in the amounts, set out in the MSA, as follows:

Inflation Adjustment. First, the Inflation Adjustment was applied to the schedule of base amounts for the Strategic Contribution Payments set forth in the MSA. Inflation was assumed to be at a rate of 3.4% for 2000, 3.0% for 2001 through 2003, 3.256% for 2004, 3.416% for 2005, and 3% for 2006. Thereafter, the rate of inflation was assumed to be the minimum provided in the MSA, at a rate of 3% per year, compounded annually, for the rest of the forecast period.

Volume Adjustment. Next, the Strategic Contribution Payments calculated for each year after application of the Inflation Adjustment was adjusted for the Volume Adjustment by applying the Global Insight Base Case Forecast for United States cigarette consumption to the market share of the OPMs for the prior year. No add back or benefit was assumed from any Income Adjustment as it does not apply to Strategic Contribution Payments. See “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT – Adjustments to Payments – *Volume Adjustment*” for a description of the formula used to calculate the Volume Adjustment.

Non-Settling States Reduction. The Non-Settling States Reduction was not applied to the Strategic Contribution Payments because such reduction has no effect on the amount of payments to be received by states that remain parties to the MSA. Thus, the Collection Methodology and Assumptions include an assumption that the State will remain a party to the MSA.

NPM Adjustment. The NPM Adjustment will not apply to the Strategic Contribution Fund Payments payable to any state that enacts and diligently enforces a Qualifying Statute so long as such statute is not held to be unenforceable. The Collection Methodology and Assumptions include an assumption that the State will diligently enforce a Qualifying Statute that it is not held to be unenforceable. For a discussion of California’s Qualifying Statute, see “SUMMARY OF THE MASTER SETTLEMENT AGREEMENT—MSA Provisions Relating to Model/Qualifying Statutes—Statutes of California Model Statute” herein. Should a PM be determined with finality to be entitled to an NPM adjustment in a future year due to a non-diligent enforcement of the Qualifying Statute by the State or as a result of a settlement of an NPM Adjustment dispute, the payments by the PMs under the MSA and the amounts of Sold County Tobacco Assets available to the Corporation to make Turbo Redemptions on the Series 2007 Bonds, and pay the principal, interest or Accreted Value of the Series 2007 Bonds could be reduced. In such a situation, the schedule of projected Sold County Tobacco Assets and the projections of outstanding amounts for Turbo Term Bonds show herein under “METHODODOLOGY AND BOND STRUCTURING ASSUMPTIONS” may not be realized. See “RISK FACTORS - Other Potential Payment Decreases Under the Terms of the MSA – *NPM Adjustment*” herein.

Population Adjustment. The MOU provides that the amounts of TSRs payable are subject to adjustments for population changes. The amount of the TSRs distributed to Participating Jurisdictions, including the County, pursuant to the MOU and the ARIMOU is allocated on a per capita basis, calculated using the then most current official United States Decennial Census figures (see Appendix B — “GLOBAL INSIGHT POPULATION REPORT”), which are currently updated every ten years. The County Tobacco Assets projections included herein are based on projections in the Global Insight Population Report and assume a two-year lag between the year the census is conducted and the year the census results become available. From 2007 to 2011, the County’s Allocation is equal to the product of California’s allocation to the counties under the MOU (45%) and the County’s percentage of the State’s population according to the 2000 Official United States Decennial Census. The County’s Allocation from 2012 to 2056 is equal to the product of California’s allocation to the counties under the MOU (45%) and the Global Insight Base Case Population Forecast for the County.

Offset for Miscalculated or Disputed Payments. The Collection Methodology and Assumptions include an assumption that there will be no adjustments to the Strategic Contribution Fund Payments due to miscalculated or disputed payments. However, a deposit into the Disputed Payments Account or withholding of payment by a PM based upon a claim of entitlement to an adjustment to Strategic Contribution Fund Payments due in one or more future years could reduce the amounts of TSRs available to the Corporation to pay principal, interest or the Accreted

Value of the Series 2007 Bonds. See “RISK FACTORS - Other Potential Payment Decreases Under the Terms of the MSA – *Disputed or Recalculated Payments and Disputes under the Terms of the MSA*” herein.

Litigating Releasing Parties Offset. The Collection Methodology and Assumptions include an assumption that the Litigating Releasing Parties Offset will have no effect on payments.

Offset for Claims-Over. The Collection Methodology and Assumptions include an assumption that the Offset for Claims-Over will not apply.

Subsequent Participating Manufacturers. The Collection Methodology and Assumptions assume that the relative market share of the SPMs remains constant at 9.13%. Because the 9.13% market share is greater than 3.125% (125% of 2.5%, the SPMs’ estimated 1997 market share), Collection Methodology and Assumptions assume that the SPMs are required to make Strategic Contribution Payments in each year.

State Allocation Percentage. The amount of Strategic Contribution Payments, after application of the Inflation Adjustment and the Volume Adjustment for each year was multiplied by the State Allocation Percentage (5.1730408%) in order to determine the amount of Strategic Contribution Payments to be made by the PMs in each year to be allocated to the California State-Specific Account.

The following table shows the projection of Strategic Contribution Payments and total payments (including Annual Payments) to be received as County Tobacco Assets from 2007 through 2057, calculated in accordance with the Collection Methodology and Assumptions. The County Tobacco Assets have not been sold to the Corporation in their entirety; only the Sold County Tobacco Assets have been sold to the Corporation. The final column shows the Sold County Tobacco Assets available for debt service.

**Projection of Strategic and Total Payments Constituting County Tobacco Assets
Strategic Contribution Payments**

Date	Global Insight Base Case Consumption Forecast	OPM-Adjusted Consumption	Base Strategic Contribution Payments	Inflation Adjustment	Volume Adjustment	Previously Settled States Reduction	Subtotal	California Allocation	Strategic Payments to California	County of Riverside* Allocation	Contribution Payments to County	SPM Payments to County	Total Annual Payments to County	Total Strategic Contribution Payments to County	Total Payments to County	Total Payments for Debt Service
4/25/2007	366,860,000,000	312,821,522,000														
4/25/2008	360,590,000,000	307,475,093,000	\$861,000,000	\$274,141,682	(380,828,580)	0	\$754,313,102	5.1730408%	\$39,020,925	2.053116%	\$ 801,145	\$56,419	\$17,715,335	\$ 857,564	\$18,572,899	\$ 8,572,899
4/25/2009	353,960,000,000	301,821,692,000	861,000,000	308,195,933	(405,132,499)	0	764,063,434	5.1730408	39,525,313	2.053116	811,501	57,149	17,944,326	868,649	18,812,975	8,812,975
4/25/2010	347,620,000,000	296,415,574,000	861,000,000	343,271,811	(431,313,558)	0	772,958,253	5.1730408	39,985,446	2.053116	820,948	57,814	18,153,224	878,761	19,031,985	9,031,985
4/25/2011	341,270,000,000	291,000,929,000	861,000,000	379,399,965	(458,068,902)	0	782,331,063	5.1730408	40,470,305	2.053116	830,902	58,515	18,373,348	889,417	19,262,765	9,262,765
4/25/2012	334,930,000,000	285,594,811,000	861,000,000	416,611,964	(486,063,831)	0	791,548,134	5.1730408	40,947,108	2.7630	1,131,369	79,675	25,017,416	1,211,043	26,228,459	16,228,459
4/25/2013	328,540,000,000	280,146,058,000	861,000,000	454,940,323	(515,303,074)	0	800,637,249	5.1730408	41,417,292	2.7630	1,144,360	80,590	25,304,684	1,224,949	26,529,633	16,529,633
4/25/2014	322,140,000,000	274,688,778,000	861,000,000	494,418,533	(545,978,276)	0	809,440,257	5.1730408	41,872,675	2.7630	1,156,942	81,476	25,582,909	1,238,418	26,821,326	16,821,326
4/25/2015	316,450,000,000	269,836,915,000	861,000,000	535,081,089	(578,054,744)	0	818,026,345	5.1730408	42,316,837	2.7630	1,169,214	82,340	25,854,278	1,251,554	27,105,832	17,105,832
4/25/2016	310,820,000,000	265,036,214,000	861,000,000	576,963,521	(609,770,779)	0	828,192,743	5.1730408	42,842,748	2.7630	1,183,745	83,363	26,175,594	1,267,108	27,442,702	17,442,702
4/25/2017	305,060,000,000	260,124,662,000	861,000,000	620,102,427	(642,713,404)	0	838,389,023	5.1730408	43,370,206	2.7630	1,198,319	84,390	26,497,854	1,282,708	27,780,563	17,780,563
4/25/2018	299,410,000,000	255,306,907,000	0	0	0	0	0	5.1730408	0	2.7630	0	0	30,006,505	0	30,006,505	20,006,505
4/25/2019	293,710,000,000	250,446,517,000	0	0	0	0	0	5.1730408	0	2.7630	0	0	30,354,872	0	30,354,872	20,354,872
4/25/2020	288,430,000,000	245,944,261,000	0	0	0	0	0	5.1730408	0	2.7630	0	0	30,692,105	0	30,692,105	20,692,105
4/25/2021	283,170,000,000	241,459,059,000	0	0	0	0	0	5.1730408	0	2.7630	0	0	31,065,772	0	31,065,772	19,528,564
4/25/2022	278,110,000,000	237,144,397,000	0	0	0	0	0	5.1730408	0	3.1590	0	0	35,941,909	0	35,941,909	24,404,701
4/25/2023	273,090,000,000	232,863,843,000	0	0	0	0	0	5.1730408	0	3.1590	0	0	36,384,215	0	36,384,215	24,847,007
4/25/2024	268,430,000,000	228,890,261,000	0	0	0	0	0	5.1730408	0	3.1590	0	0	36,825,890	0	36,825,890	25,288,682
4/25/2025	263,840,000,000	224,976,368,000	0	0	0	0	0	5.1730408	0	3.1590	0	0	37,309,320	0	37,309,320	25,772,113
4/25/2026	259,360,000,000	221,156,272,000	0	0	0	0	0	5.1730408	0	3.1590	0	0	37,798,227	0	37,798,227	26,261,019
4/25/2027	254,970,000,000	217,412,919,000	0	0	0	0	0	5.1730408	0	3.1590	0	0	38,298,450	0	38,298,450	38,298,450
4/25/2028	250,690,000,000	213,763,363,000	0	0	0	0	0	5.1730408	0	3.1590	0	0	38,807,781	0	38,807,781	38,807,781
4/25/2029	246,480,000,000	210,173,496,000	0	0	0	0	0	5.1730408	0	3.1590	0	0	39,329,710	0	39,329,710	39,329,710
4/25/2030	242,340,000,000	206,643,318,000	0	0	0	0	0	5.1730408	0	3.1590	0	0	39,858,849	0	39,858,849	39,858,849
4/25/2031	238,160,000,000	203,079,032,000	0	0	0	0	0	5.1730408	0	3.1590	0	0	40,395,484	0	40,395,484	40,395,484
4/25/2032	234,120,000,000	199,634,124,000	0	0	0	0	0	5.1730408	0	3.4290	0	0	44,419,482	0	44,419,482	44,419,482
4/25/2033	230,140,000,000	196,240,378,000	0	0	0	0	0	5.1730408	0	3.4290	0	0	45,011,362	0	45,011,362	45,011,362
4/25/2034	226,190,000,000	192,872,213,000	0	0	0	0	0	5.1730408	0	3.4290	0	0	45,610,109	0	45,610,109	45,610,109
4/25/2035	221,880,000,000	189,197,076,000	0	0	0	0	0	5.1730408	0	3.4290	0	0	46,210,105	0	46,210,105	46,210,105
4/25/2036	217,980,000,000	185,871,546,000	0	0	0	0	0	5.1730408	0	3.4290	0	0	46,732,928	0	46,732,928	46,732,928
4/25/2037	214,190,000,000	182,639,813,000	0	0	0	0	0	5.1730408	0	3.4290	0	0	47,330,137	0	47,330,137	47,330,137
4/25/2038	210,530,000,000	179,518,931,000	0	0	0	0	0	5.1730408	0	3.4290	0	0	47,944,498	0	47,944,498	47,944,498
4/25/2039	206,720,000,000	176,270,144,000	0	0	0	0	0	5.1730408	0	3.4290	0	0	48,581,583	0	48,581,583	48,581,583
4/25/2040	203,020,000,000	173,115,154,000	0	0	0	0	0	5.1730408	0	3.4290	0	0	49,179,921	0	49,179,921	49,179,921
4/25/2041	199,440,000,000	170,062,488,000	0	0	0	0	0	5.1730408	0	3.4290	0	0	49,795,982	0	49,795,982	49,795,982
4/25/2042	195,800,000,000	166,958,660,000	0	0	0	0	0	5.1730408	0	3.6405	0	0	53,544,177	0	53,544,177	53,544,177
4/25/2043	192,240,000,000	163,923,048,000	0	0	0	0	0	5.1730408	0	3.6405	0	0	54,198,298	0	54,198,298	54,198,298
4/25/2044	188,760,000,000	160,955,652,000	0	0	0	0	0	5.1730408	0	3.6405	0	0	54,865,031	0	54,865,031	54,865,031
4/25/2045	185,340,000,000	158,039,418,000	0	0	0	0	0	5.1730408	0	3.6405	0	0	55,545,191	0	55,545,191	55,545,191
4/25/2046	182,020,000,000	155,208,454,000	0	0	0	0	0	5.1730408	0	3.6405	0	0	56,233,934	0	56,233,934	56,233,934
4/25/2047	178,770,000,000	152,437,179,000	0	0	0	0	0	5.1730408	0	3.6405	0	0	56,943,454	0	56,943,454	56,943,454
4/25/2048	175,610,000,000	149,742,647,000	0	0	0	0	0	5.1730408	0	3.6405	0	0	57,666,162	0	57,666,162	57,666,162
4/25/2049	172,520,000,000	147,107,804,000	0	0	0	0	0	5.1730408	0	3.6405	0	0	58,409,096	0	58,409,096	58,409,096
4/25/2050	169,460,000,000	144,498,542,000	0	0	0	0	0	5.1730408	0	3.6405	0	0	59,167,228	0	59,167,228	59,167,228
4/25/2051	166,450,000,000	141,931,915,000	0	0	0	0	0	5.1730408	0	3.6405	0	0	59,928,220	0	59,928,220	59,928,220
4/25/2052	163,470,000,000	139,390,869,000	0	0	0	0	0	5.1730408	0	3.8385	0	0	63,999,976	0	63,999,976	63,999,976
4/25/2053	160,520,000,000	136,875,404,000	0	0	0	0	0	5.1730408	0	3.8385	0	0	64,815,342	0	64,815,342	64,815,342
4/25/2054	157,610,000,000	134,394,047,000	0	0	0	0	0	5.1730408	0	3.8385	0	0	65,633,484	0	65,633,484	65,633,484
4/25/2055	154,744,723,711	131,950,825,908	0	0	0	0	0	5.1730408	0	3.8385	0	0	66,458,111	0	66,458,111	66,458,111
4/25/2056	151,911,670,536	129,535,081,466	0	0	0	0	0	5.1730408	0	3.8385	0	0	67,291,261	0	67,291,261	67,291,261
4/25/2057			0	0	0	0	0	5.1730408	0	3.8385	0	0	68,128,032	0	68,128,032	68,128,032

* From 2007 to 2011, the County's Allocation is equal to the product of California's allocation to the counties under the MOU (45%) and the County's percentage of the State's population according to the 2000 Official United States Decennial Census. The County's Allocation from 2012 to 2057 is equal to the product of California's allocation to the counties under the MOU (45%) and the Global Insight Base Case Population Forecast for the County.

Interest Earnings

The Collection Methodology and Assumptions assume that the Indenture Trustee will receive ten days after April 15 the Sold County Tobacco Assets in 2008 and each year thereafter. Interest is assumed to be earned on amounts on deposit in the Debt Service Account at the rate of 5% per annum. Interest is assumed to be earned on amounts on deposit in the Debt Service Reserve Account at the rate of 4.83% per annum.

Structuring Assumptions

General

The Structuring Assumptions for the Series 2007 Bonds were applied to the forecast of County Tobacco Assets described above. Principal and Accreted Value payments on the Series 2007 Bonds were structured consistent with the credit ratings on the Series 2007 Bonds. Each maturity of the Series 2007 Bonds is sized by developing a hypothetical schedule, “**Term Bond Structuring Amounts.**” The Term Bond Structuring Amounts were structured to provide the coverage ratios shown in the table entitled “Schedule of Projected Debt Service, Term Bond Maturities and Debt Service Coverage Ratios on the Series 2007 Bonds Assuming Term Bond Structuring Amounts” below and are not the actual terms of the Series 2007 Bonds. Turbo Redemption payments for the Series 2007 Bonds were structured to allow for amortization of the Series 2007 Bonds prior to maturity based on the Global Insight Base Case Consumption Forecast, the Global Insight Population Report and the other assumptions presented herein. See the table entitled “Projected Debt Service on the Series 2007 Bonds Assuming Turbo Term Bonds Redeemed from Available Funds” below.

The Structuring Assumptions are described below:

Debt Service Reserve Account. The Debt Service Reserve Account was established for the Series 2007A Bonds and the Series 2007B Bonds with an initial deposit of \$16,092,825.00. So long as Series 2007A Bonds and the Series 2007B Bonds remain Outstanding, the Debt Service Reserve Account must be maintained to secure the Series 2007A Bonds and the Series 2007B Bonds, to the extent of available funds, at \$16,092,825.00. All earnings on amounts in the Debt Service Reserve Account will be retained therein if the Debt Service Reserve Account balance is not equal to the Debt Service Reserve Requirement.

Operating Expense Assumptions. Operating expenses of the Issuer and the Corporation have been assumed at \$200,000 in 2007, inflated at 3% per year. No arbitrage rebate expense was assumed since it has been assumed that the yield on the Issuer investments will not exceed the yield on the Series 2007 Bonds.

Issuance Date. The Series 2007 Bonds were assumed to be issued on August 16, 2007.

Interest Rates and Accretion. The Series 2007 Bonds were assumed to bear or accrue interest at the rates set forth on the inside cover hereof.

Principal and Accreted Value of the Series 2007 Bonds. The principal and Accreted Value payments for the rated Series 2007 Bonds were structured to achieve debt service coverage ratios consistent with the credit ratings of the rated Series 2007 Bonds taking into account the amount of Sold County Tobacco Assets projected based on the Global Insight Base Case Forecast and the Structuring Assumptions. This sizing results in an average debt service coverage ratio, excluding year 2007, of approximately 1.48x, with a minimum debt service coverage ratio, excluding year 2007, in any annual period of approximately 1.29x.

Failure to pay interest when due on or principal or Accreted Value, as applicable, of the Series 2007 Bonds due on any applicable Maturity Date will constitute an Event of Default. Sizing amounts for Series 2007 Bond maturities are used solely for sizing Series 2007 Bonds maturities and are not terms of the Series 2007 Bonds and thus failure to make payments in such amounts and on such dates as set forth in the Schedule below will not constitute an Event of Default. The rating assigned to the rated Series 2007 Bonds by a Rating Agency addresses only such Rating Agency’s assessment of the ability of the Issuer to pay interest when due and to pay principal or Accreted Value, as applicable, on the rated Series 2007 Bonds by their respective maturity dates. No request has

been made and no rating has been assigned to the Series 2007F Bonds. Money on deposit in the Debt Service Reserve Account will be available to pay interest and principal or Accreted Value, as applicable, on the Series 2007A Bonds and the Series 2007B Bonds, according to the Payment Priorities, if money in the Debt Service Account is insufficient for such purpose. The denominator of the coverage ratios does not include Turbo Redemptions from Revenues and calculations of coverage ratios are based on the assumption that no such Turbo Redemptions will occur.

Set forth below is a schedule showing estimated Term Bond Structuring Amounts for Series 2007 Bond Maturities and the resulting estimated debt service coverage ratios, assuming that Sold County Tobacco Assets are received in accordance with the Collection Methodology and Assumptions, and that no principal or Accreted Value is paid in advance of the schedule of Term Bond Structuring Amounts for Series 2007 Bond Maturities, as described above under “—Structuring Assumptions” herein. No assurance is given that these assumptions will be realized.

**Schedule of Projected Debt Service, Term Bond Maturities and
Debt Service Coverage Ratios on the Series 2007 Bonds
Assuming Term Bond Structuring Amounts***

Year	Projected Available Funds Under Global Insight Base Case	Term Bond Maturities	Term Bond Structuring Amounts	Interest and Compounded Interest	Total Debt Service	Projected Structuring Amount Debt Service Coverage
2007	\$ 1,217,909	\$ 0	\$ 0	\$1,217,909	\$ 1,217,909	1.00x
2008	9,239,243	0	0	4,175,688	4,175,688	2.21x
2009	9,472,410	0	3,240,000	4,098,510	7,338,510	1.29x
2010	9,684,025	0	3,570,000	3,936,294	7,506,294	1.29x
2011	9,907,064	0	3,925,000	3,757,761	7,682,761	1.29x
2012	16,946,762	0	5,630,000	7,472,647	13,102,647	1.29x
2013	17,238,830	0	6,140,000	7,192,282	13,332,282	1.29x
2014	17,520,881	0	6,610,000	6,888,574	13,498,574	1.30x
2015	17,795,234	0	7,045,000	6,563,309	13,608,309	1.31x
2016	18,121,779	0	7,405,000	6,219,107	13,624,107	1.33x
2017	18,448,622	0	8,190,000	5,847,630	14,037,630	1.31x
2018	20,672,596	0	8,455,000	5,451,142	13,906,142	1.49x
2019	21,009,073	0	8,945,000	5,036,670	13,981,670	1.50x
2020	21,333,679	0	9,670,000	4,593,256	14,263,256	1.50x
2021	20,151,341	87,650,000	8,825,000	4,152,701	12,977,701	1.55x
2022	25,032,704	0	12,510,000	3,582,825	16,092,825	1.56x
2023	25,458,796	0	12,630,000	2,860,050	15,490,050	1.64x
2024	25,883,380	0	13,455,000	2,110,106	15,565,106	1.66x
2025	26,348,923	0	14,455,000	1,307,694	15,762,694	1.67x
2026	26,818,907	68,565,000	15,515,000	446,056	15,961,056	1.68x

* Projected Available Funds Under Global Insight Base Case includes Sold County Tobacco Assets plus earnings on Sold County Tobacco Assets and Debt Service Reserve (solely for the Series 2007A Bonds and the Series 2007B Bonds) plus Capitalized Interest less Operating Expenses.

**Projected Debt Service on the Series 2007 Bonds
Assuming Turbo Term Bonds Redeemed from Available Funds***

Year	Projected Available Funds Under Global Insight Base Case	Turbo Redemption Payments	Interest	Total Debt Service
2007	\$ 1,217,909	\$ 0	\$1,217,909	\$ 1,217,909
2008	9,236,436	5,170,000	4,062,899	9,232,899
2009	9,471,830	5,665,000	3,804,806	9,469,806
2010	9,680,322	6,155,000	3,523,132	9,678,132
2011	9,901,923	6,680,000	3,217,280	9,897,280
2012	16,941,436	10,180,000	6,759,230	16,939,230
2013	17,228,180	10,970,000	6,255,313	17,225,313
2014	17,507,795	11,790,000	5,712,927	17,502,927
2015	17,780,806	12,650,000	5,130,641	17,780,641
2016	18,098,875	13,590,000	4,505,360	18,095,360
2017	18,424,128	14,635,000	3,786,431	18,421,431
2018	20,639,554	17,760,000	2,878,450	20,638,450
2019	20,965,994	19,145,000	1,817,000	20,962,000
2020	36,987,462	36,358,276	627,469	36,985,745
2021	19,325,464	19,324,880	0	19,324,880
2022	24,215,766	24,214,267	0	24,214,267
2023	24,651,850	24,651,346	0	24,651,346
2024	25,085,120	25,083,174	0	25,083,174
2025	25,562,498	25,561,805	0	25,561,805
2026	26,042,351	26,041,604	0	26,041,604
2027	38,129,495	38,129,107	0	38,129,107
2028	38,630,174	38,629,530	0	38,629,530
2029	39,143,801	39,143,675	0	39,143,675
2030	39,663,574	39,662,826	0	39,662,826
2031	40,191,678	40,191,320	0	40,191,320
2032	44,223,469	44,212,072	0	44,212,072
2033	44,816,973	44,809,200	0	44,809,200
2034	45,402,049	45,394,668	0	45,394,668
2035	45,991,334	45,983,165	0	45,983,165
2036	46,504,807	46,457,513	0	46,457,513
2037	47,129,973	47,123,350	0	47,123,350
2038	47,692,099	47,646,720	0	47,646,720
2039	48,357,248	48,305,595	0	48,305,595
2040	48,949,792	48,888,525	0	48,888,525
2041	49,562,228	49,527,438	0	49,527,438
2042	54,389,528	9,095,145	0	9,095,145

* Projected Available Funds Under Global Insight Base Case includes Sold County Tobacco Assets plus earnings on Sold County Tobacco Assets and Debt Service Reserve (solely for the Series 2007A Bonds and the Series 2007B Bonds) plus unapplied amounts in the Collection Account and interest thereon plus Capitalized Interest less Operating Expenses plus release of Debt Service Reserve in 2020.

Effect of Changes in Consumption Level on Turbo Redemptions

Weighted Average Lives and Final Principal Payments. The tables below have been prepared to show the effect of changes in consumption on the weighted average lives and final payments of principal or Accreted Value on the Series 2007 Bonds. For the purpose of measuring the effect of changes in consumption level, the Series 2007 Bonds were assumed to have yields as shown in the inside cover. The tables are based on the Collection Methodology and Assumptions and the Structuring Assumptions, except that the annual cigarette consumption varies in each case. In addition to the Global Insight Base Case Forecast, several alternative cigarette consumption scenarios are presented below, including four alternative forecasts of Global Insight (the Global Insight High Forecast, the Global Insight Low Case 1, the Global Insight Low Case 2 and the Global Insight Low Case 3, each as hereinafter defined) and two other consumption scenarios prepared by Global Insight (assuming a 3.5% and a 4.0% annual consumption decline). In each case, if actual cigarette consumption in the United States is as forecast and assumed, and events occur as assumed by the Collection Methodology and Assumptions and the Structuring Assumptions, the final principal or Accreted Value payments and weighted average lives (in years) of the Series 2007 Bonds will be as set forth in such tables.

Under certain scenarios, the Series 2007 Bonds may not be repaid by their respective Maturity Dates. For example, in the event of an annual consumption decline of 3.5%, and assuming the values of all other structuring variables as set forth under “METHODODOLOGY AND BOND STRUCTURING ASSUMPTIONS,” the Series 2007E Bonds and the Series 2007F Bonds may never be repaid. In the event of an annual consumption decline of 4.0%, and assuming the values of all other Structuring variables as set forth under “METHODODOLOGY AND BOND STRUCTURING ASSUMPTIONS,” the Series 2007C-2 Bonds, Series 2007D Bonds, the Series 2007E Bonds and the Series 2007F Bonds may never be repaid.

The tables presented below are for illustrative purposes only. Actual cigarette consumption in the United States cannot be definitively forecast. To the degree actual consumption and other structuring variables vary from the alternative scenarios presented below, the weighted average lives (and final principal payment dates) for the Series 2007 Bonds will be either shorter (sooner) or longer (later) than projected below.

Effect of Changes in Consumption Level

Series 2007A Bonds with a Rated Maturity of June 1, 2021		
Consumption	Weighted Average Life ** (in years)	Final Principal Payment (in years)
Forecast		
Global Insight Base Case Forecast.....	5.9	9.8
Global Insight High Forecast.....	5.8	9.8
Global Insight Low Case 1	6.0	9.8
Global Insight Low Case 2	6.2	10.3
Global Insight Low Case 3	9.3	13.8
3.5% Annual Consumption Decline.....	7.2	11.8
4.0% Annual Consumption Decline.....	7.9	13.8

**Series 2007B Bonds with a Rated
Maturity of June 1, 2026**

Consumption	Weighted Average Life**	Final Principal Payment
Forecast	(in years)	(in years)
Global Insight Base Case Forecast.....	11.6	12.8
Global Insight High Forecast.....	11.4	12.8
Global Insight Low Case 1	11.8	12.8
Global Insight Low Case 2	12.4	13.8
Global Insight Low Case 3	16.4	17.8
3.5% Annual Consumption Decline.....	14.7	15.8
4.0% Annual Consumption Decline.....	16.5	17.8

**Series 2007C-1 Bonds with a Rated
Maturity of June 1, 2036**

Consumption	Weighted Average Life**	Final Principal Payment
Forecast	(in years)	(in years)
Global Insight Base Case Forecast.....	15.9	18.8
Global Insight High Forecast.....	15.6	18.8
Global Insight Low Case 1	16.6	19.8
Global Insight Low Case 2	17.3	20.8
Global Insight Low Case 3	21.5	24.8
3.5% Annual Consumption Decline.....	21.4	25.8
4.0% Annual Consumption Decline.....	23.9	28.8
4.02% Annual Consumption Decline.....	24.0	28.8

**Series 2007C-2 Bonds with a Rated
Maturity of June 1, 2047**

Consumption	Weighted Average Life**	Final Principal Payment
Forecast	(in years)	(in years)
Global Insight Base Case Forecast.....	20.6	21.8
Global Insight High Forecast.....	20.1	21.8
Global Insight Low Case 1	21.3	22.8
Global Insight Low Case 2	22.2	23.8
Global Insight Low Case 3	27.3	29.8
3.5% Annual Consumption Decline.....	29.0	32.8
3.93% Annual Consumption Decline.....	34.0	39.8
4.0% Annual Consumption Decline.....	n/a ^{††}	n/a ^{††}

**Series 2007D Bonds with a Rated
Maturity of June 1, 2057**

Consumption	Weighted Average Life**	Final Principal Payment
Forecast	(in years)	(in years)
Global Insight Base Case Forecast.....	23.5	24.8
Global Insight High Forecast.....	22.9	23.8
Global Insight Low Case 1	24.5	25.8
Global Insight Low Case 2	25.8	27.8
Global Insight Low Case 3	32.4	34.8
3.5% Annual Consumption Decline.....	38.1	43.8
3.66% Annual Consumption Decline.....	42.3	49.8
4.0% Annual Consumption Decline.....	n/a ^{††}	n/a ^{††}

**Series 2007E Bonds with a Rated
Maturity of June 1, 2057**

Consumption	Weighted Average Life**	Final Principal Payment
Forecast	(in years)	(in years)
Global Insight Base Case Forecast.....	26.5	27.8
Global Insight High Forecast.....	25.7	26.8
Global Insight Low Case 1	27.8	29.8
Global Insight Low Case 2	29.6	31.8
Global Insight Low Case 3	38.7	42.8
3.16% Annual Consumption Decline.....	43.1	49.8
3.5% Annual Consumption Decline.....	n/a [†]	n/a [†]
4.0% Annual Consumption Decline.....	n/a ^{††}	n/a ^{††}

**Series 2007F Bonds with a Rated
Maturity of June 1, 2057**

Consumption	Weighted Average Life**	Final Principal Payment
Forecast	(in years)	(in years)
Global Insight Base Case Forecast.....	31.3	34.8
Global Insight High Forecast.....	29.9	32.8
Global Insight Low Case 1	33.6	37.8
Global Insight Low Case 2	36.9	41.8
Global Insight Low Case 3	n/a ^{†††}	n/a ^{†††}
2.50% Annual Consumption Decline.....	42.5	49.8
3.5% Annual Consumption Decline.....	n/a [†]	n/a [†]
4.0% Annual Consumption Decline.....	n/a ^{††}	n/a ^{††}

** Weighted Average Life for a Series of Series 2007 Bonds is calculated based on the principal or Accreted Value, as applicable, at the time of Turbo Redemption.

[†] In the event of an annual consumption decline of 3.5%, and assuming the values of all other structuring variables as set forth under the caption “Methodology and Bond Structuring Assumptions”, the Series 2007E Bonds and the Series 2007F Bonds may never be repaid.

^{††} In the event of an annual consumption decline of 4.0%, and assuming the values of all other structuring variables as set forth under the caption “Methodology and Bond Structuring Assumptions”, the Series 2007C-2 Bonds, the Series 2007D Bonds, the Series 2007E Bonds and the Series 2007F Bonds may never be repaid.

^{†††} In the event of an average annual consumption decline projected in Global Insight Low Case 3, and assuming the values of all other structuring variables as set forth under the caption “Methodology and Bond Structuring Assumptions”, the Series 2007F Bonds may never be repaid.

Turbo Redemptions of the Series 2007 Bonds. The tables below have been prepared to show the effect of changes in cigarette consumption on the estimated Turbo Redemptions with respect to the Series 2007 Bonds. The tables are based upon the same assumptions and utilize the same alternative Global Insight forecasts as shown in the preceding paragraph and tables.

Projected Outstanding Amounts for Series 2007A Bonds with a Maturity Date of June 1, 2021[†]

Date	Global Insight Base Case Forecast	Global Insight High Forecast	Global Insight Low Case 1 Forecast	Global Insight Low Case 2 Forecast	Global Insight Low Case 3 Forecast	3.5% Annual Consumption Decline	4.0% Annual Consumption Decline
Settlement	\$55,150,000	\$55,150,000	\$55,150,000	\$55,150,000	\$55,150,000	\$55,150,000	\$55,150,000
6/1/2008	52,170,000	52,135,000	52,225,000	52,290,000	53,685,000	52,555,000	52,670,000
6/1/2009	48,605,000	48,510,000	48,755,000	48,920,000	52,360,000	49,605,000	49,900,000
6/1/2010	44,730,000	44,560,000	45,015,000	45,320,000	50,855,000	46,575,000	47,110,000
6/1/2011	40,525,000	40,255,000	40,975,000	41,465,000	49,155,000	43,455,000	44,305,000
6/1/2012	34,145,000	33,715,000	34,875,000	35,655,000	46,210,000	38,840,000	40,185,000
6/1/2013	27,240,000	26,605,000	28,295,000	29,425,000	42,930,000	34,045,000	35,980,000
6/1/2014	19,815,000	18,945,000	21,255,000	22,795,000	39,340,000	29,100,000	31,720,000
6/1/2015	11,855,000	10,705,000	13,740,000	15,760,000	35,430,000	23,985,000	27,400,000
6/1/2016	3,295,000	1,825,000	5,690,000	8,250,000	31,155,000	18,705,000	23,020,000
6/1/2017	0	0	0	250,000	26,495,000	13,240,000	18,560,000
6/1/2018	0	0	0	0	20,425,000	6,580,000	13,075,000
6/1/2019	0	0	0	0	13,885,000	0	7,470,000
6/1/2020	0	0	0	0	6,845,000	0	1,735,000
6/1/2021	0	0	0	0	0	0	0

[†] Outstanding amounts represent principal balances after the application of amounts on deposit in the Turbo Redemption Account to Turbo Redemptions in the year of the referenced date.

Date	Global Insight Base Case Forecast	Global Insight High Forecast	Global Insight Low Case 1 Forecast	Global Insight Low Case 2 Forecast	Global Insight Low Case 3 Forecast	3.5% Annual Consumption Decline	4.0% Annual Consumption Decline
Settlement	\$32,500,000	\$32,500,000	\$32,500,000	\$32,500,000	\$32,500,000	\$32,500,000	\$32,500,000
6/1/2008	30,745,000	30,720,000	30,780,000	30,815,000	31,640,000	30,970,000	31,040,000
6/1/2009	28,645,000	28,590,000	28,735,000	28,830,000	30,855,000	29,235,000	29,410,000
6/1/2010	26,360,000	26,260,000	26,525,000	26,705,000	29,970,000	27,445,000	27,765,000
6/1/2011	23,880,000	23,720,000	24,150,000	24,435,000	28,970,000	25,610,000	26,110,000
6/1/2012	20,125,000	19,865,000	20,550,000	21,010,000	27,235,000	22,885,000	23,680,000
6/1/2013	16,055,000	15,680,000	16,675,000	17,340,000	25,300,000	20,065,000	21,205,000
6/1/2014	11,680,000	11,165,000	12,525,000	13,430,000	23,185,000	17,145,000	18,695,000
6/1/2015	6,985,000	6,310,000	8,100,000	9,290,000	20,880,000	14,135,000	16,150,000
6/1/2016	1,945,000	1,075,000	3,355,000	4,860,000	18,360,000	11,020,000	13,565,000
6/1/2017	0	0	0	145,000	15,610,000	7,805,000	10,940,000
6/1/2018	0	0	0	0	12,035,000	3,875,000	7,705,000
6/1/2019	0	0	0	0	8,180,000	0	4,405,000
6/1/2020	0	0	0	0	4,035,000	0	1,025,000
6/1/2021	0	0	0	0	0	0	0

[†] Outstanding amounts represent principal balances after the application of amounts on deposit in the Turbo Redemption Account to Turbo Redemptions in the year of the referenced date.

Projected Outstanding Amounts for Series 2007B Bonds with a Maturity Date of June 1, 2026[†]

Date	Global Insight Base Case Forecast	Global Insight High Forecast	Global Insight Low Case 1 Forecast	Global Insight Low Case 2 Forecast	Global Insight Low Case 3 Forecast	3.5% Annual Consumption Decline	4.0% Annual Consumption Decline
Settlement	\$53,757,703	\$53,757,703	\$53,757,703	\$53,757,703	\$53,757,703	\$53,757,703	\$53,757,703
6/1/2008	56,225,357	56,225,357	56,225,357	56,225,357	56,225,357	56,225,357	56,225,357
6/1/2009	59,504,821	59,504,821	59,504,821	59,504,821	59,504,821	59,504,821	59,504,821
6/1/2010	62,975,581	62,975,581	62,975,581	62,975,581	62,975,581	62,975,581	62,975,581
6/1/2011	66,648,608	66,648,608	66,648,608	66,648,608	66,648,608	66,648,608	66,648,608
6/1/2012	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000
6/1/2013	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000
6/1/2014	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000
6/1/2015	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000
6/1/2016	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000	68,565,000
6/1/2017	59,160,000	56,225,000	63,895,000	68,565,000	68,565,000	68,565,000	68,565,000
6/1/2018	41,390,000	37,725,000	47,250,000	53,515,000	68,565,000	68,565,000	68,565,000
6/1/2019	22,230,000	17,730,000	29,350,000	36,955,000	68,565,000	68,035,000	68,565,000
6/1/2020	0	0	0	19,240,000	68,565,000	56,580,000	68,565,000
6/1/2021	0	0	0	0	68,565,000	46,165,000	63,555,000
6/1/2022	0	0	0	0	53,840,000	31,665,000	52,245,000
6/1/2023	0	0	0	0	37,425,000	0	40,520,000
6/1/2024	0	0	0	0	19,675,000	0	28,355,000
6/1/2025	0	0	0	0	0	0	0
6/1/2026	0	0	0	0	0	0	0

[†] Outstanding amounts represent balances of principal or Accreted Value, as applicable, after the application of amounts on deposit in the Turbo Redemption Account to Turbo Redemptions in the year of the referenced date.

Projected Outstanding Amounts for Series 2007C-1 Bonds with a Maturity Date of June 1, 2036[†]

Date	Global Insight Base Case Forecast	Global Insight High Forecast	Global Insight Low Case 1 Forecast	Global Insight Low Case 2 Forecast	Global Insight Low Case 3 Forecast	3.5% Annual Consumption Decline	4.0% Annual Consumption Decline
Settlement	\$ 53,541,801	\$ 53,541,801	\$ 53,541,801	\$ 53,541,801	\$ 53,541,801	\$ 53,541,801	\$ 53,541,801
6/1/2008	56,377,828	56,377,828	56,377,828	56,377,828	56,377,828	56,377,828	56,377,828
6/1/2009	60,175,516	60,175,516	60,175,516	60,175,516	60,175,516	60,175,516	60,175,516
6/1/2010	64,228,481	64,228,481	64,228,481	64,228,481	64,228,481	64,228,481	64,228,481
6/1/2011	68,554,208	68,554,208	68,554,208	68,554,208	68,554,208	68,554,208	68,554,208
6/1/2012	73,170,182	73,170,182	73,170,182	73,170,182	73,170,182	73,170,182	73,170,182
6/1/2013	78,100,881	78,100,881	78,100,881	78,100,881	78,100,881	78,100,881	78,100,881
6/1/2014	83,360,294	83,360,294	83,360,294	83,360,294	83,360,294	83,360,294	83,360,294
6/1/2015	88,972,899	88,972,899	88,972,899	88,972,899	88,972,899	88,972,899	88,972,899
6/1/2016	94,966,671	94,966,671	94,966,671	94,966,671	94,966,671	94,966,671	94,966,671
6/1/2017	101,362,593	101,362,593	101,362,593	101,362,593	101,362,593	101,362,593	101,362,593
6/1/2018	108,188,639	108,188,639	108,188,639	108,188,639	108,188,639	108,188,639	108,188,639
6/1/2019	115,472,786	115,472,786	115,472,786	115,472,786	115,472,786	115,472,786	115,472,786
6/1/2020	108,716,727	103,442,313	116,999,302	123,250,003	123,250,003	123,250,003	123,250,003
6/1/2021	96,714,687	90,379,648	106,584,032	117,237,733	131,551,762	131,551,762	131,551,762
6/1/2022	79,015,081	71,384,003	90,804,002	103,500,380	140,413,033	140,413,033	140,413,033
6/1/2023	59,684,801	50,603,403	73,591,898	88,544,705	149,868,786	149,755,215	149,868,786
6/1/2024	38,620,815	27,916,953	54,871,016	72,317,396	159,960,984	144,181,936	159,960,984
6/1/2025	15,660,298	3,156,472	34,484,391	54,670,674	155,113,848	138,357,451	169,905,079
6/1/2026	0	0	12,321,882	35,506,511	146,192,399	132,262,862	168,478,096
6/1/2027	0	0	0	3,123,175	124,671,151	114,280,961	155,585,858
6/1/2028	0	0	0	0	101,281,808	95,205,493	142,040,908
6/1/2029	0	0	0	0	75,890,290	74,958,810	127,802,885
6/1/2030	0	0	0	0	48,354,928	53,464,677	112,816,894
6/1/2031	0	0	0	0	18,530,916	30,633,402	97,029,235
6/1/2032	0	0	0	0	0	4,087,503	78,363,703
6/1/2033	0	0	0	0	0	0	58,656,967
6/1/2034	0	0	0	0	0	0	37,836,707
6/1/2035	0	0	0	0	0	0	15,819,557
6/1/2036	0	0	0	0	0	0	0

[†] Outstanding amounts represent balances of Accreted Value after the application of amounts on deposit in the Turbo Redemption Account to Turbo Redemptions in the year of the referenced date.

Projected Outstanding Amounts for Series 2007C-2 Bonds with a Maturity Date of June 1, 2047[†]

Date	Global Insight Base Case Forecast	Global Insight High Forecast	Global Insight Low Case 1 Forecast	Global Insight Low Case 2 Forecast	Global Insight Low Case 3 Forecast	3.5% Annual Consumption Decline	4.0% Annual Consumption Decline
Settlement	\$29,652,581	\$29,652,581	\$ 29,652,581	\$ 29,652,581	\$ 29,652,581	\$ 29,652,581	\$ 29,652,581
6/1/2008	31,255,086	31,255,086	31,255,086	31,255,086	31,255,086	31,255,086	31,255,086
6/1/2009	33,398,696	33,398,696	33,398,696	33,398,696	33,398,696	33,398,696	33,398,696
6/1/2010	35,692,151	35,692,151	35,692,151	35,692,151	35,692,151	35,692,151	35,692,151
6/1/2011	38,139,613	38,139,613	38,139,613	38,139,613	38,139,613	38,139,613	38,139,613
6/1/2012	40,757,731	40,757,731	40,757,731	40,757,731	40,757,731	40,757,731	40,757,731
6/1/2013	43,558,993	43,558,993	43,558,993	43,558,993	43,558,993	43,558,993	43,558,993
6/1/2014	46,547,560	46,547,560	46,547,560	46,547,560	46,547,560	46,547,560	46,547,560
6/1/2015	49,744,245	49,744,245	49,744,245	49,744,245	49,744,245	49,744,245	49,744,245
6/1/2016	53,157,372	53,157,372	53,157,372	53,157,372	53,157,372	53,157,372	53,157,372
6/1/2017	56,803,590	56,803,590	56,803,590	56,803,590	56,803,590	56,803,590	56,803,590
6/1/2018	60,703,712	60,703,712	60,703,712	60,703,712	60,703,712	60,703,712	60,703,712
6/1/2019	64,870,225	64,870,225	64,870,225	64,870,225	64,870,225	64,870,225	64,870,225
6/1/2020	69,323,939	69,323,939	69,323,939	69,323,939	69,323,939	69,323,939	69,323,939
6/1/2021	74,081,505	74,081,505	74,081,505	74,081,505	74,081,505	74,081,505	74,081,505
6/1/2022	79,167,897	79,167,897	79,167,897	79,167,897	79,167,897	79,167,897	79,167,897
6/1/2023	84,603,926	84,603,926	84,603,926	84,603,926	84,603,926	84,603,926	84,603,926
6/1/2024	90,410,404	90,410,404	90,410,404	90,410,404	90,410,404	90,410,404	90,410,404
6/1/2025	96,616,468	96,616,468	96,616,468	96,616,468	96,616,468	96,616,468	96,616,468
6/1/2026	93,920,412	79,418,169	103,247,092	103,247,092	103,247,092	103,247,092	103,247,092
6/1/2027	62,239,459	45,510,260	86,989,978	110,335,574	110,335,574	110,335,574	110,335,574
6/1/2028	27,880,850	8,696,389	56,039,304	86,123,994	117,906,888	117,906,888	117,906,888
6/1/2029	0	0	22,535,990	56,566,259	126,002,659	126,002,659	126,002,659
6/1/2030	0	0	0	24,619,206	134,647,860	134,647,860	134,647,860
6/1/2031	0	0	0	0	143,892,440	143,892,440	143,892,440
6/1/2032	0	0	0	0	137,134,263	153,769,696	153,769,696
6/1/2033	0	0	0	0	109,648,171	140,188,352	164,321,253
6/1/2034	0	0	0	0	79,785,946	121,429,720	175,601,222
6/1/2035	0	0	0	0	47,383,284	101,493,101	187,655,387
6/1/2036	0	0	0	0	12,331,415	80,295,121	193,058,071
6/1/2037	0	0	0	0	0	57,746,698	182,144,597
6/1/2038	0	0	0	0	0	33,752,019	170,674,791
6/1/2039	0	0	0	0	0	8,207,922	158,605,150
6/1/2040	0	0	0	0	0	0	145,892,762
6/1/2041	0	0	0	0	0	0	132,490,514
6/1/2042	0	0	0	0	0	0	116,871,286
6/1/2043	0	0	0	0	0	0	100,360,000
6/1/2044	0	0	0	0	0	0	82,892,527
6/1/2045	0	0	0	0	0	0	64,396,036
6/1/2046	0	0	0	0	0	0	44,794,831
6/1/2047	0	0	0	0	0	0	24,010,000

[†] Outstanding amounts represent balances of Accreted Value after the application of amounts on deposit in the Turbo Redemption Account to Turbo Redemptions in the year of the referenced date.

Projected Outstanding Amounts for Series 2007D Bonds with a Maturity Date of June 1, 2057[†]

Date	Global Insight Base Case Forecast	Global Insight High Forecast	Global Insight Low Case 1 Forecast	Global Insight Low Case 2 Forecast	Global Insight Low Case 3 Forecast	3.5% Annual Consumption Decline	4.0% Annual Consumption Decline
Settlement	\$23,457,164	\$23,457,164	\$ 23,457,164	\$ 23,457,164	\$ 23,457,164	\$ 23,457,164	\$ 23,457,164
6/1/2008	24,769,957	24,769,957	24,769,957	24,769,957	24,769,957	24,769,957	24,769,957
6/1/2009	26,529,966	26,529,966	26,529,966	26,529,966	26,529,966	26,529,966	26,529,966
6/1/2010	28,427,024	28,427,024	28,427,024	28,427,024	28,427,024	28,427,024	28,427,024
6/1/2011	30,446,706	30,446,706	30,446,706	30,446,706	30,446,706	30,446,706	30,446,706
6/1/2012	32,617,864	32,617,864	32,617,864	32,617,864	32,617,864	32,617,864	32,617,864
6/1/2013	34,940,499	34,940,499	34,940,499	34,940,499	34,940,499	34,940,499	34,940,499
6/1/2014	37,429,035	37,429,035	37,429,035	37,429,035	37,429,035	37,429,035	37,429,035
6/1/2015	40,097,901	40,097,901	40,097,901	40,097,901	40,097,901	40,097,901	40,097,901
6/1/2016	42,954,308	42,954,308	42,954,308	42,954,308	42,954,308	42,954,308	42,954,308
6/1/2017	46,012,684	46,012,684	46,012,684	46,012,684	46,012,684	46,012,684	46,012,684
6/1/2018	49,287,454	49,287,454	49,287,454	49,287,454	49,287,454	49,287,454	49,287,454
6/1/2019	52,800,258	52,800,258	52,800,258	52,800,258	52,800,258	52,800,258	52,800,258
6/1/2020	56,558,309	56,558,309	56,558,309	56,558,309	56,558,309	56,558,309	56,558,309
6/1/2021	60,590,460	60,590,460	60,590,460	60,590,460	60,590,460	60,590,460	60,590,460
6/1/2022	64,903,924	64,903,924	64,903,924	64,903,924	64,903,924	64,903,924	64,903,924
6/1/2023	69,527,553	69,527,553	69,527,553	69,527,553	69,527,553	69,527,553	69,527,553
6/1/2024	74,482,987	74,482,987	74,482,987	74,482,987	74,482,987	74,482,987	74,482,987
6/1/2025	79,784,652	79,784,652	79,784,652	79,784,652	79,784,652	79,784,652	79,784,652
6/1/2026	85,468,614	85,468,614	85,468,614	85,468,614	85,468,614	85,468,614	85,468,614
6/1/2027	91,556,513	91,556,513	91,556,513	91,556,513	91,556,513	91,556,513	91,556,513
6/1/2028	98,077,201	98,077,201	98,077,201	98,077,201	98,077,201	98,077,201	98,077,201
6/1/2029	95,718,284	73,832,869	105,066,743	105,066,743	105,066,743	105,066,743	105,066,743
6/1/2030	62,869,948	37,961,319	98,833,303	98,833,303	112,546,779	112,546,779	112,546,779
6/1/2031	27,155,236	0	67,644,901	67,644,901	110,701,836	120,560,589	120,560,589
6/1/2032	0	0	30,462,672	30,462,672	78,910,916	129,151,451	129,151,451
6/1/2033	0	0	0	0	44,451,568	138,348,217	138,348,217
6/1/2034	0	0	0	0	7,135,626	148,201,380	148,201,380
6/1/2035	0	0	0	0	0	158,761,432	158,761,432
6/1/2036	0	0	0	0	0	170,064,438	170,064,438
6/1/2037	0	0	0	0	0	156,564,354	182,182,530
6/1/2038	0	0	0	0	0	128,418,598	195,158,986
6/1/2039	0	0	0	0	0	97,745,168	209,058,726
6/1/2040	0	0	0	0	0	64,397,687	204,956,771
6/1/2041	0	0	0	0	0	28,169,526	191,885,357
6/1/2042	0	0	0	0	0	0	176,241,425
6/1/2043	0	0	0	0	0	0	159,577,406
6/1/2044	0	0	0	0	0	0	141,810,862
6/1/2045	0	0	0	0	0	0	122,869,062
6/1/2046	0	0	0	0	0	0	102,664,095
6/1/2047	0	0	0	0	0	0	81,095,594
6/1/2048	0	0	0	0	0	0	58,070,201
6/1/2049	0	0	0	0	0	0	33,477,435
6/1/2050	0	0	0	0	0	0	7,203,315
6/1/2051	0	0	0	0	0	0	0
6/1/2052	0	0	0	0	0	0	0
6/1/2053	0	0	0	0	0	0	0
6/1/2054	0	0	0	0	0	0	0
6/1/2055	0	0	0	0	0	0	0
6/1/2056	0	0	0	0	0	0	0
6/1/2057	0	0	0	0	0	0	0

[†] Outstanding amounts represent balances of Accreted Value after the application of amounts on deposit in the Turbo Redemption Account to Turbo Redemptions in the year of the referenced date.

Projected Outstanding Amounts for Series 2007E Bonds with a Maturity Date of June 1, 2057[†]

Date	Global Insight Base Case Forecast	Global Insight High Forecast	Global Insight Low Case 1 Forecast	Global Insight Low Case 2 Forecast	Global Insight Low Case 3 Forecast	3.5% Annual Consumption Decline	4.0% Annual Consumption Decline
Settlement	\$18,948,552	\$18,948,552	\$18,948,552	\$18,948,552	\$18,948,552	\$18,948,552	\$18,948,552
6/1/2008	20,105,295	20,105,295	20,105,295	20,105,295	20,105,295	20,105,295	20,105,295
6/1/2009	21,671,226	21,671,226	21,671,226	21,671,226	21,671,226	21,671,226	21,671,226
6/1/2010	23,355,192	23,355,192	23,355,192	23,355,192	23,355,192	23,355,192	23,355,192
6/1/2011	25,172,931	25,172,931	25,172,931	25,172,931	25,172,931	25,172,931	25,172,931
6/1/2012	27,124,443	27,124,443	27,124,443	27,124,443	27,124,443	27,124,443	27,124,443
6/1/2013	29,233,335	29,233,335	29,233,335	29,233,335	29,233,335	29,233,335	29,233,335
6/1/2014	31,507,476	31,507,476	31,507,476	31,507,476	31,507,476	31,507,476	31,507,476
6/1/2015	33,954,735	33,954,735	33,954,735	33,954,735	33,954,735	33,954,735	33,954,735
6/1/2016	36,590,850	36,590,850	36,590,850	36,590,850	36,590,850	36,590,850	36,590,850
6/1/2017	39,439,428	39,439,428	39,439,428	39,439,428	39,439,428	39,439,428	39,439,428
6/1/2018	42,500,469	42,500,469	42,500,469	42,500,469	42,500,469	42,500,469	42,500,469
6/1/2019	45,805,449	45,805,449	45,805,449	45,805,449	45,805,449	45,805,449	45,805,449
6/1/2020	49,362,237	49,362,237	49,362,237	49,362,237	49,362,237	49,362,237	49,362,237
6/1/2021	53,202,309	53,202,309	53,202,309	53,202,309	53,202,309	53,202,309	53,202,309
6/1/2022	57,333,534	57,333,534	57,333,534	57,333,534	57,333,534	57,333,534	57,333,534
6/1/2023	61,787,388	61,787,388	61,787,388	61,787,388	61,787,388	61,787,388	61,787,388
6/1/2024	66,587,478	66,587,478	66,587,478	66,587,478	66,587,478	66,587,478	66,587,478
6/1/2025	71,765,280	71,765,280	71,765,280	71,765,280	71,765,280	71,765,280	71,765,280
6/1/2026	77,344,401	77,344,401	77,344,401	77,344,401	77,344,401	77,344,401	77,344,401
6/1/2027	83,356,317	83,356,317	83,356,317	83,356,317	83,356,317	83,356,317	83,356,317
6/1/2028	89,832,504	89,832,504	89,832,504	89,832,504	89,832,504	89,832,504	89,832,504
6/1/2029	96,812,307	96,812,307	96,812,307	96,812,307	96,812,307	96,812,307	96,812,307
6/1/2030	104,335,071	104,335,071	104,335,071	104,335,071	104,335,071	104,335,071	104,335,071
6/1/2031	112,440,141	111,382,755	112,440,141	112,440,141	112,440,141	112,440,141	112,440,141
6/1/2032	106,052,913	74,038,392	121,174,731	121,174,731	121,174,731	121,174,731	121,174,731
6/1/2033	69,487,452	33,125,616	120,735,900	130,593,924	130,593,924	130,593,924	130,593,924
6/1/2034	29,494,014	0	87,122,706	140,744,934	140,744,934	140,744,934	140,744,934
6/1/2035	0	0	50,404,125	118,444,875	151,674,975	151,674,975	151,674,975
6/1/2036	0	0	10,448,819	86,498,772	163,462,737	163,462,737	163,462,737
6/1/2037	0	0	0	51,669,196	176,163,303	176,163,303	176,163,303
6/1/2038	0	0	0	13,728,263	189,855,363	189,855,363	189,855,363
6/1/2039	0	0	0	0	204,609,738	204,609,738	204,609,738
6/1/2040	0	0	0	0	220,505,118	220,505,118	220,505,118
6/1/2041	0	0	0	0	237,643,800	237,643,800	237,643,800
6/1/2042	0	0	0	0	242,370,062	256,104,474	256,104,474
6/1/2043	0	0	0	0	216,763,500	276,005,175	276,005,175
6/1/2044	0	0	0	0	188,626,990	297,456,069	297,456,069
6/1/2045	0	0	0	0	157,696,798	320,567,322	320,567,322
6/1/2046	0	0	0	0	123,809,280	345,480,576	345,480,576
6/1/2047	0	0	0	0	86,681,080	372,321,735	372,321,735
6/1/2048	0	0	0	0	46,045,776	401,256,048	401,256,048
6/1/2049	0	0	0	0	1,593,666	432,433,026	432,433,026
6/1/2050	0	0	0	0	0	466,033,656	466,033,656
6/1/2051	0	0	0	0	0	481,375,692	502,246,794
6/1/2052	0	0	0	0	0	488,655,744	541,277,034
6/1/2053	0	0	0	0	0	496,603,569	583,336,839
6/1/2054	0	0	0	0	0	505,150,793	628,662,279
6/1/2055	0	0	0	0	0	514,527,624	677,513,031
6/1/2056	0	0	0	0	0	524,536,217	730,156,641
6/1/2057	0	0	0	0	0	535,500,000	786,900,000

[†] Outstanding amounts represent balances of Accreted Value after the application of amounts on deposit in the Turbo Redemption Account to Turbo Redemptions in the year of the referenced date.

Projected Outstanding Amounts for Series 2007F Bonds with a Maturity Date of June 1, 2057[†]

Date	Global Insight Base Case Forecast	Global Insight High Forecast	Global Insight Low Case 1 Forecast	Global Insight Low Case 2 Forecast	Global Insight Low Case 3 Forecast	3.5% Annual Consumption Decline	4.0% Annual Consumption Decline
Settlement	\$ 27,076,490	\$ 27,076,490	\$ 27,076,490	\$ 27,076,490	\$ 27,076,490	\$ 27,076,490	\$ 27,076,490
6/1/2008	28,812,508	28,812,508	28,812,508	28,812,508	28,812,508	28,812,508	28,812,508
6/1/2009	31,167,570	31,167,570	31,167,570	31,167,570	31,167,570	31,167,570	31,167,570
6/1/2010	33,711,038	33,711,038	33,711,038	33,711,038	33,711,038	33,711,038	33,711,038
6/1/2011	36,456,368	36,456,368	36,456,368	36,456,368	36,456,368	36,456,368	36,456,368
6/1/2012	39,430,475	39,430,475	39,430,475	39,430,475	39,430,475	39,430,475	39,430,475
6/1/2013	42,660,275	42,660,275	42,660,275	42,660,275	42,660,275	42,660,275	42,660,275
6/1/2014	46,132,310	46,132,310	46,132,310	46,132,310	46,132,310	46,132,310	46,132,310
6/1/2015	49,900,410	49,900,410	49,900,410	49,900,410	49,900,410	49,900,410	49,900,410
6/1/2016	53,978,033	53,978,033	53,978,033	53,978,033	53,978,033	53,978,033	53,978,033
6/1/2017	58,378,635	58,378,635	58,378,635	58,378,635	58,378,635	58,378,635	58,378,635
6/1/2018	63,142,590	63,142,590	63,142,590	63,142,590	63,142,590	63,142,590	63,142,590
6/1/2019	68,296,813	68,296,813	68,296,813	68,296,813	68,296,813	68,296,813	68,296,813
6/1/2020	73,868,218	73,868,218	73,868,218	73,868,218	73,868,218	73,868,218	73,868,218
6/1/2021	79,897,178	79,897,178	79,897,178	79,897,178	79,897,178	79,897,178	79,897,178
6/1/2022	86,410,608	86,410,608	86,410,608	86,410,608	86,410,608	86,410,608	86,410,608
6/1/2023	93,462,338	93,462,338	93,462,338	93,462,338	93,462,338	93,462,338	93,462,338
6/1/2024	101,092,740	101,092,740	101,092,740	101,092,740	101,092,740	101,092,740	101,092,740
6/1/2025	109,342,188	109,342,188	109,342,188	109,342,188	109,342,188	109,342,188	109,342,188
6/1/2026	118,264,510	118,264,510	118,264,510	118,264,510	118,264,510	118,264,510	118,264,510
6/1/2027	127,926,995	127,926,995	127,926,995	127,926,995	127,926,995	127,926,995	127,926,995
6/1/2028	138,356,558	138,356,558	138,356,558	138,356,558	138,356,558	138,356,558	138,356,558
6/1/2029	149,647,400	149,647,400	149,647,400	149,647,400	149,647,400	149,647,400	149,647,400
6/1/2030	161,866,810	161,866,810	161,866,810	161,866,810	161,866,810	161,866,810	161,866,810
6/1/2031	175,068,618	175,068,618	175,068,618	175,068,618	175,068,618	175,068,618	175,068,618
6/1/2032	189,360,483	189,360,483	189,360,483	189,360,483	189,360,483	189,360,483	189,360,483
6/1/2033	204,809,693	204,809,693	204,809,693	204,809,693	204,809,693	204,809,693	204,809,693
6/1/2034	221,523,908	209,877,750	221,523,908	221,523,908	221,523,908	221,523,908	221,523,908
6/1/2035	225,398,640	178,974,710	239,597,330	239,597,330	239,597,330	239,597,330	239,597,330
6/1/2036	197,336,108	144,908,925	259,151,078	259,151,078	259,151,078	259,151,078	259,151,078
6/1/2037	166,311,580	107,420,410	247,228,360	280,292,810	280,292,810	280,292,810	280,292,810
6/1/2038	132,239,360	66,119,680	222,520,320	303,170,560	303,170,560	303,170,560	303,170,560
6/1/2039	94,722,825	20,772,015	195,293,490	300,371,865	327,905,445	327,905,445	327,905,445
6/1/2040	53,566,538	0	165,377,625	282,130,275	354,672,413	354,672,413	354,672,413
6/1/2041	8,408,975	0	132,476,988	261,960,950	383,606,038	383,606,038	383,606,038
6/1/2042	0	0	93,417,930	237,090,390	414,908,183	414,908,183	414,908,183
6/1/2043	0	0	50,770,808	209,752,630	448,767,253	448,767,253	448,767,253
6/1/2044	0	0	3,967,480	179,708,810	485,385,110	485,385,110	485,385,110
6/1/2045	0	0	0	146,197,470	525,003,990	525,003,990	525,003,990
6/1/2046	0	0	0	109,601,513	567,839,213	567,839,213	567,839,213
6/1/2047	0	0	0	69,483,855	614,173,385	614,173,385	614,173,385
6/1/2048	0	0	0	25,544,835	664,289,115	664,289,115	664,289,115
6/1/2049	0	0	0	0	718,495,925	718,495,925	718,495,925
6/1/2050	0	0	0	0	730,210,815	777,130,253	777,130,253
6/1/2051	0	0	0	0	740,607,593	840,541,993	840,541,993
6/1/2052	0	0	0	0	748,351,590	909,134,870	909,134,870
6/1/2053	0	0	0	0	756,081,478	983,326,068	983,326,068
6/1/2054	0	0	0	0	763,637,038	1,063,559,683	1,063,559,683
6/1/2055	0	0	0	0	771,243,300	1,150,347,100	1,150,347,100
6/1/2056	0	0	0	0	778,702,238	1,244,213,163	1,244,213,163
6/1/2057	0	0	0	0	786,000,000	1,345,750,000	1,345,750,000

[†] Outstanding amounts represent balances of Accreted Value after the application of amounts on deposit in the Turbo Redemption Account to Turbo Redemptions in the year of the referenced date.

Explanation of Alternative Global Insight Forecasts

The alternative Global Insight forecast of cigarette consumption decline are based upon the methodology described below. See also “GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT” herein and Appendix A – “GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT” attached hereto.

Global Insight’s high forecast of consumption (the “**Global Insight High Forecast**”) deviates from the Base Case Forecast by assuming a lower price forecast, under which prices are increasing at an annual rate 0.5% more slowly than the Base Case Forecast. Under the Global Insight High Forecast, the average annual rate of decline in cigarette consumption is moderated slightly, from an average annual rate in the Base Case Forecast of 1.81%, to 1.66%.

Global Insight’s low forecast of consumption (the “**Global Insight Low Case 1**”) deviates from the Base Case Forecast by assuming a sharper price elasticity of demand. The Global Insight Base Case Forecast applied a price elasticity of demand of -0.33. However, in order to develop the lowest consumption forecast that Global Insight believed may be reasonably anticipated, a price elasticity of -0.4 was applied. Under the Global Insight Low Case 1, the average rate of decline in cigarette consumption increased to 1.97%. Under the Base Case Forecast, the rate of decline was 1.81%.

Although beyond the range of Global Insight’s reasonably anticipated decline in consumption, Global Insight also prepared an alternative low case (the “**Global Insight Low Case 2**”) that deviated from the Base Case Forecast by assuming a price elasticity of demand of -0.5. This produces a decline in consumption of an average annual rate of 2.14%. Global Insight prepared another alternative low case (the “**Global Insight Low Case 3**”) that deviated from the Base Case Forecast by assuming an adverse federal government settlement and tort claims of three times the size of the MSA, resulting in an immediate real price increase of 57% and a large decline in consumption of 18% over two years. Under the Global Insight Low Case 3, the average annual rate of decline in cigarette consumption would be 2.17%, compared to the Base Case Forecast of 1.81%.

Finally, for comparative purposes Global Insight calculated the volume of total cigarette consumption under four alternative annual rates of decline, 2.5%, 3.0%, 3.5%, and 4.0%. Global Insight states that under these scenarios, consumption in 2057 falls to 102 billion, 78 billion, 60 billion, and 46 billion respectively. These calculations are simple arithmetic examples, and are neither forecasts nor projections.

Average Annual Rate of Cigarette Consumption Decline (2007-2057)

Global Insight Base Case Forecast	Global Insight High Forecast	Global Insight Low Case 1	Global Insight Low Case 2	Global Insight Low Case 3
1.81%	1.66%	1.97%	2.14%	2.17%

No assurance can be given that actual cigarette consumption in the United States during the term of the Series 2007 Bonds will be as assumed, or that the other assumptions underlying the Collection Methodology and Assumptions and Structuring Assumptions, including that certain adjustments and offsets will not apply to payments due under the MSA, will be consistent with future events. If actual events deviate from one or more of the assumptions underlying the Collection Methodology and Assumptions or the Structuring Assumptions, the amount of Sold County Tobacco Assets available to pay the principal or Accreted Value of the Series 2007 Bonds (and, accordingly, the amount of Sold County Tobacco Assets available to make Turbo Redemptions of the Series 2007 Bonds) could be adversely affected. See “RISK FACTORS” herein.

CONTINUING DISCLOSURE UNDERTAKING

Pursuant to the Indenture, the Issuer has agreed to provide or cause to be provided, for the benefit of the Holders of the Outstanding Series 2007 Bonds, (1) within 270 days after the end of each Fiscal Year (commencing with the report for the Fiscal Year ended June 30, 2008), to each Repository (a) its core financial information and operating data for the prior Fiscal Year, including its audited financial statements, prepared in accordance with generally accepted accounting principles in effect from time to time, and (b) an update of the total amount of

payments the County and the Corporation received from tobacco settlement revenues in such Fiscal Year; and (2) in a timely manner, to each nationally recognized municipal securities information repository or to the Municipal Securities Rulemaking Board, and to any State information depository, notice of any of the following events with respect to the Series 2007 Bonds, if material: (i) principal payments and interest payment delinquencies; (ii) non-payment related defaults; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers, or their failure to perform; (vi) adverse tax opinions or events affecting the tax-exempt status of the Series 2007 Bonds; (vii) modifications to rights of Series 2007 Bondholders; (viii) Series 2007 Bond calls; (ix) defeasances; (x) release, substitution, or sale of property securing repayment of the Series 2007 Bonds; (xi) rating changes; and (xii) failure to comply with clause (1) above. These covenants have been made in order to assist the Underwriters in complying with the Rule. The Issuer has not made any previous undertakings with regard to the Rule to provide annual reports or notices of material events.

LITIGATION

There is no litigation pending in any State or federal court to restrain or enjoin the issuance or delivery of the Series 2007 Bonds or questioning the creation, organization or existence of the Issuer or the Corporation, the validity or enforceability of the Indenture, the Loan Agreement, the Purchase and Sale Agreement or the sale of the Sold County Tobacco Assets by the County to the Corporation, the proceedings for the authorization, execution, authentication and delivery of the Series 2007 Bonds or the validity of the Series 2007 Bonds. For a discussion of other legal matters, including certain pending litigation involving the MSA and the PMs, see “RISK FACTORS,” “CERTAIN INFORMATION RELATING TO THE TOBACCO INDUSTRY” and “LEGAL CONSIDERATIONS” herein.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Issuer (“**Bond Counsel**”), based on an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2007 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “**Code**”) and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Series 2007 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the Form of Opinion of Bond Counsel is set forth in Appendix E hereto.

To the extent the issue price of any maturity of the Series 2007 Bonds is less than the amount to be paid at maturity of such Series 2007 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2007 Bonds) the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Series 2007 Bonds which is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Series 2007 Bonds is the first price at which a substantial amount of such maturity of the Series 2007 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2007 Bonds accrues daily over the term to maturity of such Series 2007 Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2007 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Series 2007 Bonds. Holders of the Series 2007 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2007 Bonds with original issue discount, including the treatment of purchasers who do not purchase such Series 2007 Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2007 Bonds is sold to the public.

In determining the accrual of original issue discount, it may be appropriate for investors to use a method that takes account of the redemption of the Series 2007 Bonds that would occur if the base case forecast of tobacco consumption and the resulting projections concerning the maturity of the Series 2007 Bonds were to obtain.

However, other methods of accruing original issue discount may be permitted or required. Investors should consult their own tax advisors to determine the appropriate method of accruing original issue discount on the Series 2007 Bonds.

Series 2007 Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“**Premium Bonds**”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a beneficial owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such beneficial owner. Beneficial owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2007 Bonds. The Issuer, the Corporation and the County have made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Series 2007 Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Series 2007 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2007 Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel’s attention after the date of issuance of the Series 2007 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2007 Bonds. Accordingly, this opinion is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Series 2007 Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2007 Bonds may otherwise affect a beneficial owner’s federal, state or local tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the beneficial owner or the beneficial owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series 2007 Bonds to be subject, directly or indirectly, to federal income taxation, or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. As one example, on May 21, 2007, the United States Supreme Court agreed to hear an appeal from a Kentucky state court which ruled that the United States Constitution prohibited the state from providing a tax exemption for interest on bonds issued by the state and its political subdivisions but taxing interest on obligations issued by other states and their political subdivisions. The introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Series 2007 Bonds. Prospective purchasers of the Series 2007 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel’s judgment as to the proper treatment of the Series 2007 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (“**IRS**”) or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Issuer, or the Corporation or the County, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Issuer, the Corporation and the County have covenanted, however, to comply with the requirements of the Code.

Bond Counsel’s engagement with respect to the Series 2007 Bonds ends with the issuance of the Series 2007 Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Issuer, the Corporation, the County or the beneficial owners regarding the tax-exempt status of the Series 2007 Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Issuer, the Corporation, the County, and their appointed counsels, including the beneficial owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of

tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Issuer, the Corporation or the County legitimately disagrees may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2007 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues, may affect the market price for, or the marketability of, the Series 2007 Bonds, and may cause the Issuer, the Corporation, the County or the beneficial owners to incur significant expense.

RATINGS

It is a condition to the obligation of the Underwriters to purchase the Series 2007 Bonds, that, at the date of delivery thereof to the Underwriters, Fitch Ratings has assigned each of the Series 2007A Bonds, the Series 2007B Bonds and the Series 2007C Bonds a rating of “BBB”, the Series 2007D Bonds a rating of “BBB-” and the Series 2007E Bonds a rating of “BB”. No request has been made and no rating has been assigned to the Series 2007F Bonds.

The ratings address Fitch Ratings’ assessment of the ability of the Issuer to pay the principal or Accreted Value of such Series 2007 Bonds on the Maturity Dates therefor set forth on the inside cover page of this Offering Circular. However, projections of Turbo Redemptions Payments for such Series 2007 Bonds have not been rated by Fitch Ratings. The ratings of such Series 2007 Bonds by Fitch Ratings reflect only the views of such organization and any desired explanation of the significance of such ratings and any outlooks or other statements given by Fitch Ratings with respect thereto should be obtained from Fitch Ratings at the following address: Fitch Ratings, One State Street Plaza, New York, New York 10004.

There is no assurance that the initial ratings assigned to the rated Series 2007 Bonds will continue for any given period of time or that any of such ratings will not be revised downward, suspended or withdrawn entirely by Fitch Ratings. Any such downward revision, suspension or withdrawal of such ratings may have an adverse effect on the availability of a market for or the market price of such Series 2007 Bonds.

UNDERWRITING

Citigroup Global Markets Inc., as representative of the Underwriters set forth on the cover page hereof, has agreed, subject to certain conditions, to purchase all, but not less than all, of the Series 2007 Bonds from the Issuer at an underwriters’ discount of \$1,469,927.47. The Underwriters will be obligated to purchase all of the Series 2007 Bonds if any are purchased. The initial public offering prices of the Series 2007 Bonds may be changed from time to time by the Underwriters. The Series 2007 Bonds may be offered and sold to certain dealers (including the Underwriters and other dealers depositing Series 2007 Bonds into investment trusts) at prices lower than such public offering prices.

LEGAL MATTERS

The validity of the Series 2007 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, as Bond Counsel to the Issuer. A complete copy of the Form of Opinion of Bond Counsel is contained in Appendix E hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Offering Circular. Certain legal matters with respect to the Issuer, the Corporation and the County will be passed upon by County Counsel and Bond Counsel. Certain legal matters will be passed upon for the Issuer by Hawkins Delafield & Wood LLP, San Francisco, California, as Disclosure Counsel to the Issuer, and for the Underwriters by their counsel, Nixon Peabody LLP.

OTHER PARTIES

Global Insight

Global Insight has been retained as an independent econometric consultant. The Global Insight Cigarette Consumption Report attached as Appendix A hereto and the Global Insight Population Report attached as Appendix B hereto are included herein in reliance on Global Insight as experts in such matters. Global Insight's fees for acting as independent economic consultant are not contingent upon the issuance of the Series 2007 Bonds. The Global Insight Cigarette Consumption Report and Global Insight Population Report should be read in their entirety.

Financial Advisor

RBC Dain Rauscher Inc., doing business under the trade name RBC Capital Markets, Los Angeles, California, has served as Financial Advisor to the Issuer in connection with the issuance of the Series 2007 Bonds. The Financial Advisor has not undertaken to make an independent verification or assume responsibility for the accuracy, completeness or fairness of the information contained in this Offering Circular.

INLAND EMPIRE TOBACCO SECURITIZATION AUTHORITY

By: /s/ Larry Parrish
 Chair

APPENDIX A

GLOBAL INSIGHT CIGARETTE CONSUMPTION REPORT

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**A Forecast of
U.S. Cigarette
Consumption
(2007-2057) for
Inland Empire Tobacco Securitization Authority**

Submitted to:

Inland Empire Tobacco Securitization Authority

Prepared by:

Global Insight (USA), Inc.

August 3, 2007



Jim Diffley
Group Managing Director

Jeannine Cataldi
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Executive Summary

Global Insight¹ has developed a cigarette consumption model based on historical U.S. data between 1965 and 2003. This econometric model, coupled with our long term forecast of the U.S. economy, has been used to project total U.S. cigarette consumption from 2007 through 2057. Our Base Case Forecast indicates that total consumption in 2057 will be 149 billion cigarettes (approximately 7.5 billion packs), a 63% decline from the 2003 level. From 2004 through 2057 the average annual rate of decline is projected to be 1.81%. On a per capita basis consumption is projected to fall at an average rate of 2.51% per year. We also present alternative forecasts that project higher and lower paths of cigarette consumption. Under these, less likely, scenarios we forecast that by 2057 U.S. cigarette consumption could be as low as 136 billion and as high as 162 billion cigarettes. In addition, we also present scenarios with more extreme variations in assumptions for the purposes of illustrating alternative paths of consumption.

Our model was constructed from widely accepted economic principles and Global Insight's long experience in building econometric forecasting models. A review of the economic research literature indicates that our model is consistent with the prevalent consensus among economists concerning cigarette demand. We considered the impact of demographics, cigarette prices, disposable income, employment and unemployment, industry advertising expenditures, the future effect of the incidence of smoking amongst underage youth, and qualitative variables that captured the impact of anti-smoking regulations, legislation, and health warnings. After extensive analysis, we found the following variables to be effective in building an empirical model of adult per capita cigarette consumption: real cigarette prices, real per capita disposable personal income, the impact of restrictions on smoking in public places, and the trend over time in individual behavior and preferences. The projections and forecasts are based on reasonable assumptions regarding the future paths of these factors.

¹ On November 4, 2002, **DRI•WEFA** was re-named **Global Insight**.

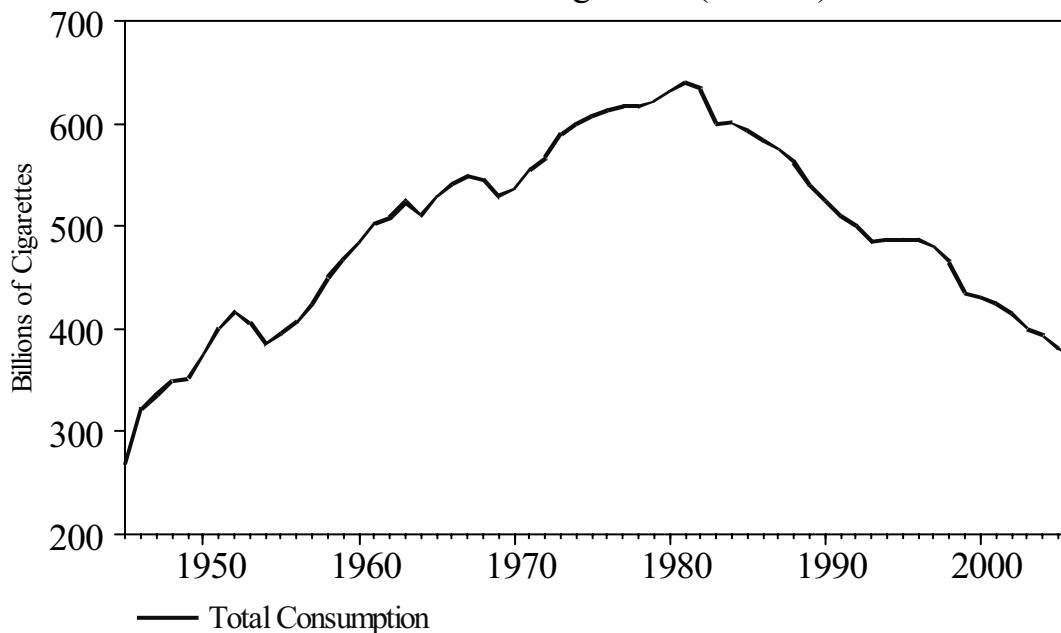
Disclaimer

The projections and forecasts included in this report, including, but not limited to, those regarding future cigarette consumption, are estimates, which have been prepared on the basis of certain assumptions and hypotheses. No representation or warranty of any kind is or can be made with respect to the accuracy or completeness of, and no representation or warranty should be inferred from, these projections and forecasts. The projections and forecasts contained in this report are based upon assumptions as to future events and, accordingly, are subject to varying degrees of uncertainty. Some assumptions inevitably will not materialize and, additionally, unanticipated events and circumstances may occur. Therefore, for example, actual cigarette consumption inevitably will vary from the projections and forecasts included in this report and the variations may be material and adverse.

Historical Cigarette Consumption

People have used tobacco products for centuries. Tobacco was first brought to Europe from America in the late 15th century and became America's major cash crop in the 17th and 18th centuries². Prior to 1900, tobacco was most frequently used in pipes, cigars and snuff. With the widespread production of manufactured cigarettes (as opposed to hand-rolled cigarettes) in the United States in the early 20th century, cigarette consumption expanded dramatically. Consumption is defined as taxable United States consumer sales, plus shipments to overseas armed forces, ship stores, Puerto Rico and other United States possessions, and small tax-exempt categories³ as reported by the Bureau of Alcohol Tobacco and Firearms. The USDA, which has compiled data on cigarette consumption since 1900, reports that consumption grew from 2.5 billion in 1900 to a peak of 640 billion in 1981⁴. Consumption declined in the 1980's and 1990's, reaching a level of 465 billion cigarettes in 1998, and decreasing to less than 400 billion cigarettes in 2004⁵.

Historical U.S. Cigarette Consumption: 1945-2006
Number of Cigarettes (Billions)



While the historical trend in consumption prior to 1981 was increasing, there was a decline in cigarette consumption of 9.82% during the Great Depression between 1931 and 1932. Notwithstanding this steep decline, consumption rapidly increased after 1932, and exceeded previous levels by 1934. Following the release of the Surgeon General's

² Source: "Tobacco Timeline," Gene Borio (1998).

³ Bureau of Alcohol, Tobacco and Firearms reports as categories such as transfer to export warehouses, use of the U.S., and personal consumption/experimental.

⁴ Source: "Tobacco Situation and Outlook". U.S. Department of Agriculture-Economic Research Service. September 1999 (USDA-ERS).

⁵ Source: USDA-ERS. April 2005.

Report in 1964, cigarette consumption continued to increase at an average annual rate of 1.20% between 1965 and 1981. Between 1981 and 1990, however, cigarette consumption declined at an average annual rate of 2.18%. From 1990 to 1998, the average annual rate of decline in cigarette consumption was 1.51%; but for 1998 the decline increased to 3.13% and increased further to 6.45% for 1999. These recent declines are correlated with large price increases in 1998 and 1999 following the Master Settlement Agreement (“MSA”). In 2000 and 2001, the rate of decline moderated, to 1.15% and 1.16%, respectively. More recently, coincident with a large number of state excise tax increases, the rate of decline accelerated in 2002-2005 to an annual rate of 2.70%.

Adult per capita cigarette consumption (total consumption divided by the number of people 18 years and older) began to decline following the Surgeon General’s Report in 1964. Population growth offset this decline until 1981. The adult population grew at an average annual rate of 1.86% for the period 1965 through 1981, 1.17% from 1981 to 1990 and 1.02% from 1990 to 1999. Adult per capita cigarette consumption declined at an average annual rate of 0.65% for the period 1965 to 1981, 3.31% for the period 1981 to 1990 and 2.47% for the period 1990 to 1998. In 1998 the per capita decline in cigarette consumption was 4.21% and in 1999 the decline accelerated to 7.50%. These sharp declines are correlated with large price increases in 1998 and 1999 following the MSA. All percentages are based upon compound annual growth rates.

The following table sets forth United States domestic cigarette consumption for the nine years ended December 31, 2006⁶. The data in this table vary from statistics on cigarette shipments in the United States. While our Report is based on consumption, payments made under the MSA dated November 23, 1998 between certain cigarette manufacturers and certain settling states are computed based in part on shipments in or to the fifty United States, the District of Columbia and Puerto Rico. The quantities of cigarettes shipped and cigarettes consumed may not match at any given point in time as a result of various factors such as inventory adjustments, but are substantially the same when compared over a period of time.

⁶ *Source:* USDA-ERS; 2004, 2005, 2006, estimates by Global Insight. USDA estimates for 2004, 2005, and 2006 diverge significantly from estimates based on independent data from the industry and from the US Tobacco and Tax Bureau. In 2004, the manufacturers report domestic shipments of 394.5 billion,, and the TTB reports a total of 397.7 billion. These contrast with a USDA estimate of 388 billion. In 2005, the manufacturers report 381.7 billion, TTB reports 381.1 billion, and USDA 376 billion. In 2006, the manufacturers report 372.5 billion, TTB reports 380.9 billion, and USDA 371 billion, subject to revision.

U.S. Cigarette Consumption

Year Ended December 31,	Consumption (Billions of Cigarettes)	Percentage Change
2006	373est	-2.01
2005	381est	-3.05
2004	393est	-1.75
2003	400	-3.61
2002	415	-2.35
2001	425	-1.16
2000	430	-1.15
1999	435	-6.45
1998	465	-3.13

The U.S. Cigarette Industry

The domestic cigarette market is an oligopoly in which, according to reports of the manufacturers, the three leading manufacturers accounted for 86.8% of U.S. shipments in 2006. These top companies were Philip Morris, Reynolds American Inc. (following the merger of RJ Reynolds and Brown & Williamson in 2004), and Lorillard. These companies commanded 49.2%, 27.8%, and 9.7%, respectively of the domestic market in 2006. The market share of the leading manufacturers has declined from over 96% in 1998 due to inroads by smaller manufacturers and importers following the Master Settlement Agreement.

The United States government has raised revenue through tobacco taxes since the Civil War. Although the federal excise taxes have risen through the years, excise taxes as a percentage of total federal revenue have fallen from 3.4% in 1950 to approximately 0.42% today. In fiscal year 2006, the federal government received \$7.7 billion in excise tax revenue from tobacco sales. In addition, state and local governments also raised significant revenues, \$14.0 billion in 2006, from excise and sales taxes. Cigarettes constitute the majority of these sales, which include cigars and other tobacco products. U.S. consumers spent \$86.7 billion on tobacco products in 2003.⁷

Survey of the Economic Literature on Smoking

Many organizations have conducted studies on United States cigarette consumption. These studies have utilized a variety of methods to estimate levels of smoking, including interviews and/or written questionnaires. Although these studies have tended to produce varying estimates of consumption levels due to a number of factors, including different survey methods and different definitions of smoking, taken together such studies provide a general approximation of consumption levels and trends. Set forth below is a brief summary of some of the more recent studies on cigarette consumption levels.

⁷ Ibid.

Incidence of Smoking

Approximately 45.1 million American adults were current smokers in 2005, representing approximately 20.9% of the population age 18 and older, according to a Centers for Disease Control and Prevention (“CDC”) study⁸ released in October, 2006. This survey defines "current smokers" as those persons who have smoked at least 100 cigarettes in their lifetime and who smoked every day or some days at the time of the survey. Although the percentage of adults who smoke (incidence) declined from 42.4% in 1965 to 25.5% in 1990,⁹ the incidence rate declined relatively slowly through the following decade. The decline has accelerated since 2002, when the incidence rate was 22.5%.

Youth Smoking

Certain studies have focused in whole or in part on youth cigarette consumption. Surveys of youth typically define a "current smoker" as a person who has smoked a cigarette on one or more of the 30 days preceding the survey. The CDC's Youth Risk Behavior Survey estimated that from 1991 to 1999 incidence among high school students (grades 9 through 12) rose from 27.5% to 34.8%, representing an increase of 26.5%. By 2003, the incidence had fallen to 21.9%, a decline of 37.1% over four years. The prevalence was unchanged from 2003 to 2005.¹⁰

In 2004, the CDC's National Youth Tobacco Survey, formerly done by the American Legacy Foundation, reported that the percentage of middle school students who were current users of cigarettes declined from 9.8% in 2002 to 8.1% in 2004. Among high school students there was no significant change, with 22.3% as current users.¹¹

According to the Monitoring the Future Study, a school-based study of cigarette consumption and drug use conducted by the Institute for Social Research at the University of Michigan, smoking incidence over the prior 30 days among tenth and twelfth graders was lower in 2006 than in 2005, continuing trends that began in 1996. Among those students in eighth grade, incidence declined after having increased slightly in 2005 following eight consecutive years of decline. Smoking incidence in all grades is well below where it was in 1991, having fallen below that mark in 2001 for eighth graders and in 2002 for tenth and twelfth graders.

⁸ *Source:* CDC. Morbidity and Mortality Weekly Report. “Tobacco Use Among Adults – United States, 2005”. October 20, 2006.

⁹ *Source:* CDC. Office on Smoking and Health.

¹⁰ *Source:* CDC. Morbidity and Mortality Weekly Report. “Cigarette Use Among High School Students --- United States, 1991-2005”. July 7, 2006.

¹¹ CDC. Morbidity and Mortality Weekly Report. “Tobacco Use, Access, and Exposure to Tobacco in Media Among Middle and High School Students in the United States, 2004”. April 1, 2005.

Prevalence of Cigarette Use Among 8th, 10th, and 12th Graders

Grade	1991 (%)	2005 (%)	2006 (%)	'05-'06 Change (%)	'91-'06 Change (%)
8 th	14.3	9.3	8.7	-6.5	-39.2
10 th	20.8	14.9	14.5	-2.7	-30.3
12 th	28.3	23.2	21.6	-6.9	-23.7

A report from the New York City Youth Risk Behavior Survey finds that smoking among New York City high school students decreased by 52% from 1997 to 2005.¹² Over this period New York City has raised excise taxes to the highest in the nation and instituted a comprehensive indoor smoking ban.

The 2004 National Survey on Drug Abuse and Health (formerly called National Household Survey on Drug Abuse) conducted by the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services estimated that approximately 59.9 million Americans age 12 and older were current cigarette smokers (defined by this survey to mean they had smoked cigarettes at least once during the 30 days prior to the interview). This estimate represents an incidence rate of 24.9%, which is a decrease from 25.4% in 2003 and 26.0% in 2002. The same survey found that an estimated 11.9% of youths age 12 to 17 were current cigarette smokers in 2004, down from 12.2% in 2003 and 13.0% in 2002.

New Jersey recently raised the minimum legal age to purchase cigarettes from 18 to 19 years. Three states, Alabama, Alaska, and Utah, also set the minimum age at 19.

Price Elasticity of Cigarette Demand

The price elasticity of demand reflects the impact of changes in price on the demand for a product. Cigarette price elasticities from recent conventional research studies have generally fallen between an interval of -0.3 to -0.5.¹³ (In other words, as the price of cigarettes increases by 1.0% the quantity demanded decreases by 0.3% to 0.5%.) A few researchers have estimated price elasticity as high as -1.23. Research focused on youth smoking has found price elasticity levels of up to -1.41.

Two studies published by the National Bureau of Economic Research examine the price elasticity of youth smoking. In their study on youth smoking in the United States, Gruber and Zinman estimate an elasticity of smoking participation (defined as smoking any cigarettes in the past 30 days) of -0.67 for high school seniors in the period 1991 to 1997.¹⁴ That is, a 1% increase in cigarette prices would result in a decrease of 0.67% in the number of those seniors who smoked. The study's findings state that the drop in

¹² New York City Department of Health and Mental Hygiene. "Smoking among New York City Public High School Students". NYC Vital Signs. February 2006.

¹³ Chaloupka FJ, Warner KE: P.5.

¹⁴ Source: Gruber, Jonathon and Zinman, Jonathon. "Youth Smoking in the U.S.: Evidence and Implications". Working Paper No. W7780. National Bureau of Economic Research. 2000.

cigarette prices in the early 1990's can explain 26% of the upward trend in youth smoking during the same period. The study also found that price has little effect on the smoking habits of younger teens (8th grade through 11th grade), but that youth access restrictions have a significant impact on limiting the extent to which younger teens smoke. Tauras and Chaloupka also found an inverse relationship between price and cigarette consumption among high school seniors.¹⁵ The price elasticity of cessation for males averaged 1.12 and for females averaged 1.19 in this study. These estimates imply that a 1% increase in the real price of cigarettes will result in an increase in the probability of smoking cessation for high school senior males and females of 1.12% and 1.19%, respectively. A study utilizing more recent data, from 1975 to 2003, by Grossman, estimated an elasticity of smoking participation of just -0.12.¹⁶ Nevertheless it concludes that price increases subsequent to the 1998 MSA explain almost all of the 12% drop in youth smoking over that time.

In another study, Czart et al. (2001) looked at several factors which they felt could influence smoking among college students. These factors included price, school policies regarding tobacco use on campus, parental education levels, student income, student marital status, sorority/fraternity membership, and state policies regarding smoking. The authors considered two ways in which smoking behavior could be affected: (1) smoking participation; and (2) the amount of cigarettes consumed per smoker. The results of the study suggest that, (1) the average estimated price elasticity of smoking participation is -0.26, and (2), the average conditional demand elasticity is -0.62. These results indicate that a 1% increase in cigarette prices, will reduce smoking participation among college students by 0.26% and will reduce the level of smoking among current college students by 0.62%.¹⁷

Tauras et al. (2001) conducted a study that looked at the effects of price on teenage smoking initiation.¹⁸ The authors used data from the Monitoring the Future study which examines smoking habits, among other things, of 8th, 10th, and 12th graders. They defined smoking initiation in three different ways: smoking any cigarettes in the last 30 days, smoking at least one to five cigarettes per day on average, or smoking at least one-half pack per day on average. The results suggest that the estimated price elasticities of initiation are -0.27 for any smoking, -0.81 for smoking at least one to five cigarettes, and -0.96 for smoking at least one-half pack of cigarettes. These results above indicate that a 10% increase in the price of cigarettes will decrease the probability of smoking initiation between approximately 3% and 10% depending on how initiation is defined. In a related study, Powell et al. (2003) estimated a price elasticity of youth smoking participation of -

¹⁵ Source: Tauras, John A. and Chaloupka, Frank, J.. "Determinants of Smoking Cessation: An Analysis of Young Adult Men and Women". Working Paper No. W7262. National Bureau of Economic Research. 1999.

¹⁶ Michael Grossman. "Individual Behaviors and Substance Use: The Role of Price". Working Paper No. W10948. National Bureau of Economic Research. December 2004.

¹⁷ Czart et al. "The impact of prices and control policies on cigarette smoking among college students". Contemporary Economic Policy. Western Economic Association. Copyright April 2001.

¹⁸ Tauras et al. "Effects of Price and Access Laws on Teenage Smoking Initiation: A National Longitudinal Analysis". University of Chicago Press. Copyright 2001.

0.46, implying that a 1% increase in price leads to a 0.46% reduction in smoking participation.¹⁹

In conclusion, economic research suggests the demand for cigarettes is price inelastic, with an elasticity generally found to be between -0.3 and -0.5.

Nicotine Replacement Products

Nicotine replacement products, such as Nicorette Gum and Nicoderm patches, are used to aid those who are attempting to quit smoking. Before 1996, these products were only available with a doctor's prescription. Currently, they are available as over-the-counter products. One study, by Hu et al., examines the effects of nicotine replacement products on cigarette consumption in the United States.²⁰ One of the results of the study found that, "a 0.076% reduction in cigarette consumption is associated with the availability of nicotine patches after 1992." In October 2002, the FDA approved the Commit lozenge for over-the-counter sale. This product is similar to the gum and patch nicotine replacement products. It is unclear whether it offers a significant advantage over those other products.²¹ NicoBloc, a liquid applied to cigarettes which blocks tar and nicotine from being inhaled, is another new cessation product on the market since 2003. Zyban is a non-nicotine drug that has been available since 2000. It has been shown to be effective when combined with intensive behavioral support.²²

Several new drugs may also appear on the market in the near future. The Food and Drug Administration (FDA) has approved varenicline, a Pfizer product marketed as Chantix, for use as a prescription medicine. It is intended to satisfy nicotine cravings without being pleasurable or addictive. The drug binds to the same brain receptor as nicotine. Tests indicate that it is more effective as a cessation aid than Zyban. Pfizer has introduced Chantix with a novel marketing program, GETQUIT, an integrated consumer support system which emphasizes personalized treatment advice with regular phone and e-mail contact.

On May 14, 2005, Cytos Biotechnology AG announced the successful completion of Phase II testing of a virus-based vaccine, genetically engineered to attract an immune system response against nicotine and its effects. The company now plans to begin Phase III trials. Nabi Biopharmaceuticals is in Phase IIB clinical trials for NicVAX, a vaccine to prevent and treat nicotine addiction. It triggers antibodies that bind with Nicotine molecules. On March 9, 2006, NicVAX received Fast Track Designation from the FDA, which is intended to expedite its review process. The company expects to move to Phase

¹⁹ Powell et al. "Peer Effects, Tobacco Control Policies, and Youth Smoking Behavior". *Impacteen*. February 2003.

²⁰ Hu et al. "Cigarette consumption and sales of nicotine replacement products". *TC Online*. Tobacco Control. <http://tc.bmjournals.com>.

²¹ Niaura, Raymond and Abrams, David B. "Smoking Cessation: Progress, Priorities, and Prospectus". *Journal of Consulting and Clinical Psychology*. June 2002.

²² Roddy, Elin. "Bupropion and Other Non-nicotine Pharmacotherapies". *British Medical Journal*. 28 February 2004.

III trials in the second half of 2007. The Xenova Group is set to begin Phase II testing of its similar vaccine, Ta-Nic. And positive results were reported in July 2006 by Somaxon Pharmaceuticals from a pilot Phase II study of Nalmefene. Nalmefene has been used for over 10 years for the reversal of opioid drug effects. The company is seeking to develop it as a treatment for impulse control disorders. It is expected that products such as these will continue to be developed and that their introduction and use will contribute to the trend decline in smoking. Our forecast includes a strong negative trend in smoking rates which incorporates the influence of these factors.

Workplace Restrictions

In their 1996 study on the effect of workplace smoking bans on cigarette consumption, Evans, Farrelly, and Montgomery found that between 1986 and 1993 smoking participation rates among workers fell 2.6% more than non-workers.²³ Their results suggest that workplace smoking bans reduce smoking prevalence by 5 percentage points and reduce consumption by smokers nearly 10%. The authors also found a positive correlation between hours worked and the impact on smokers in workplaces that have smoking bans. The more hours per day that a smoker spends working in an environment where there are smoking restrictions, the greater is the decline in the quantity of cigarettes consumed by that smoker.

Factors Affecting Cigarette Consumption

Most empirical studies have found a common set of variables that are relevant in building a model of cigarette demand. These conventional analyses usually evaluate one or more of the following factors: (i) general population growth, (ii) price increases, (iii) changes in disposable income, (iv) youth consumption, (v) trend over time, (vi) smoking bans in public places, (vii) nicotine dependence and (viii) health warnings. While some of these factors were not found to have a measurable impact on changes in demand for cigarettes, all of these factors are thought to affect smoking in some manner and to affect current levels of consumption.

General Population Growth. Global Insight forecasts that the United States population will increase from 283 million in 2000 to approximately 423 million in 2057. This forecast is consistent with the Bureau of the Census forecast based on the 2000 Census.

Price Elasticity of Demand & Price Increases. Cigarette price elasticities from recent conventional research studies have generally fallen within an interval of -0.3 to -0.5. Based on Global Insight's multivariate regression analysis using data from 1965 to 2003, the long run price elasticity of consumption for the entire population is -0.33; a 1.0% increase in the price of cigarettes decreases consumption by 0.33%.

²³ *Source:* Evans, William N.; Farrelly, Matthew C. and Montgomery, Edward. "Do Workplace Smoking Bans Reduce Smoking?". Working Paper No. W5567. National Bureau of Economic Research. 1996.

In 1998, the average price of a pack of cigarettes in nominal terms was \$2.20. This increased to \$2.88 per pack in 1999, representing a nominal growth in the price of cigarettes of 30.9% from 1998. During 1999, consumption declined by 6.45%. This was primarily due to a \$0.45 per pack increase in November 1998 which was intended to offset the costs of the MSA and agreements with previously settled states. The cigarette manufacturers then increased wholesale prices on seven occasions between August 1999 and April 2002, with the total change aggregating to \$0.82. In addition to the wholesale price increases, in 1999, New York and California each increased its state excise tax by \$0.50 per pack. In 2001, five states followed suit, and in January 2002, a scheduled increase in the federal excise tax of \$0.05 per pack went into effect. By June 2002 the average price per pack had reached \$3.73.

Severe budget shortfalls following the 2001 recession led at least 30 states to consider cigarette excise tax increases in 2002. Ultimately 20 states and New York City imposed excise tax increases that year. These increases range from \$0.07 per pack in Tennessee to \$1.42 per pack in New York City. They averaged \$0.47 per pack, and, when weighted by the state population boosted the nationwide average retail price by \$0.18. This increased the population-weighted average state excise tax to over \$0.60 per pack. The trend continued in 2003, as state fiscal difficulties persisted. Excise tax increases were enacted in 13 states, pushing the average price per pack to over \$3.80. This was followed by eleven state tax increases in 2004 and eight (Kentucky, Maine, Minnesota, New Hampshire, North Carolina, Ohio, Virginia, and Washington) in 2005. The increase in Minnesota was not a tax increase, but rather the imposition of a "Health Impact Fee" which has the same effect on consumer prices. This report will consider any such fees as equivalent to excise taxes. In 2006 Texas passed a budget that will raise the state excise tax by \$1.00 in January 2007. Also in 2006 Hawaii, New Jersey, North Carolina, and Vermont enacted legislation which raised excise taxes. As a result the population-weighted average state excise tax increased to \$0.932 per pack. In the November elections referenda passed in Arizona and South Dakota raising excise taxes. Increases in California and Missouri were rejected by voters. As a result of these actions the weighted average state excise tax increased to \$1.038 per pack. In 2007 Connecticut, Delaware, Iowa, Indiana, New Hampshire, and Tennessee have each increased excise taxes. These actions further increased the average state excise tax to \$1.074 in July. It is expected that a few other states will also enact increases in 2007 and in future years. After California voters rejected a ballot initiative on November 7, 2006 that would have raised the tax from \$0.87 to \$3.47 per pack, California lawmakers introduced three new smoking related bills that would: (a) raise the tax by \$1.90 per pack; (b) impose a fine of \$100 on anyone smoking in a car with a child under the age of 18 present; (c) and ban smoking in state parks and on beaches.

The federal excise tax has remained constant, at \$0.39 per pack, since 2002. This March the U.S. Senate included a \$0.61 increase in an amendment to its proposed budget for the 2008 fiscal year, which begins October 1, 2007. The amendment was designed to provide funding for the State Children's Health Insurance Program. House and Senate leaders have indicated that the excise tax is just one of many funding options for the program If

enacted the federal excise tax would equal \$1.00 per pack, and the total state and federal excise tax would exceed \$2.00 per pack.

During much of this period, the major manufacturers refrained from wholesale price increases, and also actively pursued extensive promotional and dealer and retailer discounting programs which served to hold down retail prices. They did this in part due to the state tax increases, but primarily to maintain their market share from its erosion by a deep discount segment which grew rapidly following the MSA. The major manufacturers were finally successful in stemming the increase in the deep discount market share, which has been stable since 2003. As 2004 came to a close, the manufacturers raised list prices for the first time since 2002. Reynolds American announced selected increases and a reduction in discounts on most brands of \$0.10 per pack. In June 2005, Philip Morris reduced its retail buydown by \$0.05 per pack for its lead brands, and Reynolds American announced price increases, effective January 2006, of up to \$0.10 per pack on many of its brands. Effective December 18, 2006, Philip Morris USA has raised its prices by \$0.10 per pack. The average price in December 2006 was \$4.24 per pack. Following the wholesale price increase and excise tax increases it increased to \$4.44 in June 2007.

Over the longer term our forecast expects price increases to continue to exceed the general rate of inflation due to increases in the manufacturers' prices as well as further increases in excise taxes.

Premium brands are typically \$0.50 to \$1.00 more expensive per pack than discount brands, allowing a margin for consumers to switch to less costly discount brands in the event of price increases. The increasing availability of cigarette outlets on Indian reservations, where sales are exempt from taxes, provides another opportunity for consumers to reduce the cost of smoking. Similarly, Internet sales of cigarettes are growing rapidly, though a recent decision by credit card companies that they would not handle cigarette sales has started to have an impact and will dampen this growth. While these sales are not technically exempt from taxation, states are currently having a difficult time enforcing existing statutes and collecting excise taxes on these sales.²⁴ Under the MSA, volume adjustments to payments are based on the quantity (and not the price or type) of cigarettes shipped. The availability of lower price alternatives lessens the negative impact of price increases on cigarette volume.

Changes in Disposable Income. Analyses from many conventional models also include the effect of real personal disposable income. Most studies have found cigarette consumption in the United States increases as disposable income increases.²⁵ However, a few studies found cigarette consumption decreases as disposable income increases.²⁶ Based on our multivariate regression analysis the income elasticity of consumption is 0.27; a 1.0% increase in real disposable income per capita increases per capita cigarette consumption by 0.27%.

²⁴ Source: United States General Accounting Office. "Internet Cigarette Sales". GAO-02-743. August 2002.

²⁵ Ippolito, et al.; Fuji.

²⁶ Wasserman, et al.; Townsend et al.

Youth Consumption. The number of teenagers who smoke is another likely determinant of future adult consumption. While this variable has been largely ignored in empirical studies of cigarette consumption,²⁷ almost all adult smokers first use cigarettes by high school, and very little first use occurs after age 20.²⁸ One study examines the effects of youth smoking on future adult smoking.²⁹ The study found that between 25% and 50% of any increase or decrease in youth smoking would persist into adulthood. According to the study, several factors may alter future correlation between youth and adult smoking: there are better means for quitting smoking than in the past, and there are more workplace bans in effect that those who are currently in their teen years will face as they age.

We have compiled data from the CDC which measures the incidence of smoking in the 12-17 age group as the percentage of the population in this category that first become daily smokers. This percentage, after falling since the early 1970s, began to increase in 1990 and increased through the decade. We assume that this recent trend peaked in the late 1990s and youth smoking has resumed its longer-term decline.

Trend Over Time. Since 1964, there has been a significant decline in U.S. adult per capita cigarette consumption. The Surgeon General's health warning (1964) and numerous subsequent health warnings, together with the increased health awareness of the population over the past thirty years, may have contributed to decreases in cigarette consumption levels. If, as we assume, the awareness of the adult population continues to change in this way, overall consumption of cigarettes will decline gradually over time. In order to capture the impact of these changing health trends and the effects of other such variables which are difficult to quantify, our analysis includes a time trend variable.

Health Warnings. Categorical variables also have been used to capture the effect of different time periods on cigarette consumption. For example, some researchers have identified the United States Surgeon General's Report in 1964 and subsequent mandatory health warnings on cigarette packages as turning points in public attitudes and knowledge of the health effects of smoking. The Cigarette Labeling and Advertising Act of 1965 required a health warning to be placed on all cigarette packages sold in the United States beginning January 1, 1966. The Public Health Smoking Act of 1969 required all cigarette packages sold in the United States to carry an updated version of the warning, stating that it was a Surgeon General's warning, beginning November 1, 1970. The Comprehensive Smoking Education Act of 1984 led to even more specific health warnings on cigarette packages. The dangers of cigarette smoking have been generally known to the public for years. Part of the negative trend in smoking identified in our model may represent the cumulative effect of various health warnings since 1966.

Five states, Alabama, Georgia, Idaho, Kentucky and West Virginia, charge higher health insurance premiums to state employee smokers than non-smokers, and a number of states have implemented legislation that allows employers to provide incentives to employees

²⁷ Except for those such as Wasserman, et al. that studied the price elasticity for different age groups.

²⁸ Source: Surgeon General's 1994 Report, "Preventing Tobacco Use Among Young People."

²⁹ Source: Gruber, Jonathon and Zinman, Jonathon. "Youth Smoking in the U.S.: Evidence and Implications". Working Paper No. W7780. National Bureau of Economic Research. 2000.

who do not smoke. Several large corporations, including Meijer Inc., Gannett Co., American Financial Group Inc., PepsiCo Inc. and Northwest Airlines, are now charging smokers higher premiums.

Smoking Bans in Public Places. Beginning in the 1970s numerous states have passed laws banning smoking in public places as well as private workplaces. In September 2003, Alabama joined the other 49 states and the District of Columbia in requiring smoke-free indoor air to some degree or in some public places.³⁰

The most comprehensive bans have been enacted since 1998 in 26 states and a number of large cities. In 1998, California imposed a comprehensive smoking ban for all indoor workplaces, including restaurants and bars. Delaware followed suit in 2002, and in 2003, Connecticut, Maine, New York, and Florida passed similar comprehensive bans, as did the cities of Boston and Dallas. Since then, Arizona, Arkansas, Colorado, the District of Columbia, Hawaii, Illinois, Louisiana, Maryland, Massachusetts, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New Mexico, Ohio, Oregon, Rhode Island, Tennessee, Utah, Vermont, Washington, and Puerto Rico established similar bans, as did the cities of Baltimore, Chicago, Houston, and Philadelphia. The New Mexico, Washington State and Chicago restrictions are stronger than those in other states as they include a ban on outdoor smoking within 25 feet of the entrances of restaurants and other public places. It is expected that these restrictions will continue to proliferate. For example, in July 2007, at least 4 states are considering legislation which would enact comprehensive bans.

The American Nonsmokers' Rights Foundation documents clean indoor air ordinances by local governments throughout the U.S. As of July 3, 2007, there were 2,617 municipalities with indoor smoking restrictions. Of these, 477 local governments required workplaces to be 100% smoke-free, and 100% smoke-free conditions were required for restaurants by 430 governments, and for bars by 318. The number of such ordinances grew rapidly beginning in the 1980s, from less than 200 in 1985 to over 1,000 by 1993, and 1,500 by 2001. The ordinances completely restricting smoking in restaurants and bars have generally appeared in the past decade. In 1993, only 13 municipalities prohibited all smoking in restaurants, and 6 in bars. These numbers grew to 49 for restaurants and 32 for bars in 1998, and doubled again by 2001, to 100 and 74, respectively.³¹

Based on the regression analysis using data from 1965 to 2003, the restrictions on public smoking appear to have an independent effect on per capita cigarette consumption. We estimate that the restrictions instituted beginning in the late 1970's have reduced smoking by about 2%. However, the timing of the restrictions within and across states makes such statistical identification difficult. Bauer, et al. estimate that U.S. workers in smoke-free workplaces from 1993 to 2001 decreased their average daily consumption by 2.6 cigarettes.³² Research in Canada, by the Ontario Tobacco Research Unit, concludes that

³⁰ Source: American Lung Association. "State Legislated Actions on Tobacco Issues". 2002.

³¹ Source: American Nonsmokers' Rights Foundation. <http://www.no-smoke.org>. April 2007.

³² Bauer, Hyland, Li, Steger, and Cummings. "A Longitudinal Assessment of the Impact of Smoke-Free Worksite Policies on Tobacco Use". American Journal of Public Health. June 2005.

consumption drops in workplaces where smoking is banned, by almost five cigarettes per person per day. Tauras, in a study based on a large survey of smokers, found that the more restrictive smoke-free air laws decrease average smoking, but have little influence on prevalence.³³ The study predicts that moving from no smoking restrictions at all to the most restrictive bans reduces average smoking by from 5% to 8%.

The first extensive outdoor smoking restrictions were instituted on March 2006 in Calabasas, California. The California municipalities of Belmont, Beverly Hills, Dublin, El Cajon, Emeryville, and Santa Monica, have also established extensive outdoor restrictions, as have Davis County and the city of Murray in Utah. Burbank, CA is expected to follow suit, and in June 2007 an Oakland City Councilmember proposed an outdoor ban. Also, the Belmont City Council has announced that it will draft a law that restricts smoking anywhere in the city except for single-family detached homes.

In the past year, San Diego City and Los Angeles, Santa Cruz and San Mateo Counties have banned smoking at beaches and parks, joining over 30 other Southern California cities in prohibiting smoking on the beach. The beach restrictions may soon become statewide. Nassau County, New York and Volusia County, Florida are also considering park and beach bans. At least 43 colleges nationwide now prohibit smoking everywhere on campus. California and Nevada have banned smoking in state prisons. Arkansas, Louisiana, Texas, and Rockland County, NY now prohibit smoking in a car where there are children present, and similar legislation has been proposed in Arizona, California, Connecticut, Illinois, Indiana, Iowa, Kansas, Massachusetts, Montana, New Jersey, New York, Oregon, Rhode Island, South Carolina, Utah, West Virginia, and in Bangor, Maine.

In June 2006, the Office of The Surgeon General released a report, "The Health Consequences of Involuntary Exposure to Tobacco Smoke". It is a comprehensive review of health effects of involuntary exposure to tobacco smoke. It concludes definitively that secondhand smoke causes disease and adverse respiratory effects. It also concludes that policies creating completely smoke-free environments are the most economical and efficient approaches to providing protection to non-smokers. We expect that the report will strengthen arguments in favor of further smoking restrictions across the country. Further ammunition for activists for smoke-free environments was provided by the California Environmental Protection Agency Air Resources Board, which in 2006 declared environmental tobacco smoke to be a toxic air contaminant.

The trend variable included in our econometric analysis is likely to incorporate some part of the cumulative impact of the various smoking bans and restrictions. Our forecast assumes that the factors, which have contributed to the negative trend in smoking in the U.S. population, continue to contribute to further declines in smoking rates throughout the forecast horizon. However, should there be a proliferation of the most severe bans, such as those extensively limiting outdoor smoking, or smoking anywhere children might be affected, consumption declines would very likely accelerate.

³³ Tauras, John A. "Smoke-Free Air Laws, Cigarette Prices, and Adult Cigarette Demand" Economic Inquiry, April 2006.

Smokeless Tobacco Products. Smokeless tobacco products have been available for centuries. As cigarette consumption expanded in the last century, the use of smokeless products declined. Chewing tobacco and snuff are the most significant components. Snuff is a ground or powdered form of tobacco that is placed under the lip to dissolve. It delivers nicotine effectively to the body. Moist snuff is both smoke-free and potentially spit-free. Chewing tobacco and dry snuff consumption has been declining in the U.S. in this decade, but moist snuff consumption has increased at an annual rate of more than 5% since 2002, and by 10.4% in 2006, when over 5 million consumers purchased 1.1 billion cans. Snuff is now being marketed to adult cigarette smokers as an alternative to cigarettes. UST, the largest producer of moist smokeless tobacco, is explicitly targeting adult smoker conversion in its growth strategy. The industry is responding to both the proliferation of indoor smoking bans and to a perception that smokeless use is a less harmful mode of tobacco and nicotine usage than cigarettes. In 2006, the three largest U.S. cigarette manufacturers entered the market. Philip Morris introduced a snuff product, Taboka, Reynolds American acquired Conwood Company, the second largest domestic producer, and introduced Camel Snus, a snuff product, and Lorillard entered into an agreement with Swedish Match North America to develop smokeless products in the U.S.

Advocates of the use of snuff as part of a harm reduction strategy point to Sweden, where 'snus', a moist snuff manufactured by Swedish Match, use has increased sharply since 1970, and where cigarette smoking incidence among males has declined to levels well below that of other countries. A review of the literature on the Swedish experience concludes that snus, relative to cigarettes, delivers lower concentrations of some harmful chemicals, and does not appear to cause cancer or respiratory diseases. They conclude that snus use appears to have contributed to the unusually low rates of smoking among Swedish men.³⁴ The Sweden experience is unique, even with respect to its Northern European neighbors. It is not clear whether it could be replicated elsewhere. Public health advocates in the U.S. emphasize that smokeless use results in both nicotine dependence and to increased risks of oral cancer among other health concerns. Snuff use is also often criticized as a gateway to cigarette use.

Similar to the case of smoking bans, this report assumes that the trend decline in smoking projected in this forecast is sufficient to incorporate the negative impact that increasing use of snuff may have on cigarette consumption.

Nicotine Dependence. Nicotine is widely believed to be an addictive substance. The Surgeon General³⁵ and the American Medical Association³⁶ (AMA) both conclude that nicotine is an addictive drug which produces dependence. The American Psychiatric Association has determined that cigarette smoking causes nicotine dependence in smokers and nicotine withdrawal in those who stop smoking. The American Medical

³⁴ Foulds, Ramstrom, Burke, and Fagerstrom. "Effect of Smokeless Tobacco (Snus) on Smoking and Public Health in Sweden". Tobacco Control. Vol. 12, 2003.

³⁵ Source: Surgeon General's 1988 Report. "The Health Consequences of Smoking – Nicotine Addiction".

³⁶ Source: Council on Scientific Affairs. "Reducing the Addictiveness of Cigarettes". Report to the AMA House of Delegates. June 1998.

Association Council on Scientific Affairs found that one-third to one-half of all people who experiment with smoking become smokers.

Other Considerations. In August 1999, the CDC published Best Practices for Comprehensive Tobacco Control Programs. Citing the success of programs in California and Massachusetts, the CDC recommends comprehensive tobacco control programs to the states. On August 9, 2000, the Surgeon General issued a report, Reducing Tobacco Use ("Surgeon General's Report"), that comprehensively assesses the value and efficacy of the major approaches that have been used to reduce tobacco use. The report concludes that a comprehensive program of educational strategies, treatment of nicotine addiction, regulation of advertising, clean air regulations, restriction of minors' access to tobacco, and increased excise taxation can significantly reduce the prevalence of smoking. The Surgeon General called for increased spending on anti-smoking initiatives by states, up to 25% of their annual settlement proceeds, which is far higher than the approximately 9% allocated from the first year's settlement payments.

The Surgeon General's Report documents evidence of the effectiveness of five major modalities for reducing tobacco use. Educational strategies are shown to be effective in postponing or preventing adolescent smoking. Pharmacologic treatment of nicotine addiction, combined with behavioral support, can enhance abstinence efforts. Regulation of advertising and promotional activities of manufacturers can reduce smoking, particularly among youth. Clean air regulations and restricted minor's access contribute to lessening smoking prevalence. And excise tax increases will reduce cigarette consumption. Further support for the efficacy of such programs is provided in an analysis by Farrelly, Pechacek, and Chaloupka.³⁷ They estimate that tobacco control program expenditures between 1988 and 1998 resulted in a decline in cigarette sales of 3%. Tauras, et al. estimate that, had state tobacco control spending been maintained at the levels recommended by the CDC, youth smoking rates would have been from 3.3% to 13.5% lower.³⁸ Also, Farrelly et al. estimate that 22% of the decline in youth smoking from 1999 to 2002 was due to the national "truth" mass media campaign.³⁹ In 2002, New York City implemented a strategy which sharply increased excise taxes, banned smoking in bars and restaurants, distributed free nicotine patches, and expanded educational efforts. Research by Frieden et al. estimates that smoking prevalence in the City declines by 11% as a result of these measures, an effect consistent with the conclusions of the Surgeon General's Report.⁴⁰

³⁷ "The Impact of Tobacco Control Program Expenditures on Aggregate Cigarette Sales: 1981-1998." Working Paper No. 8691, National Bureau of Economic Research, 2001.

³⁸ Tauras, Chaloupka, Farrelly, Giovino, Wakefield, Johnston, O'Malley, Kloska, and Pechacek. "State Tobacco Control Spending and Youth Smoking", *American Journal of Public Health*, February 2005.

³⁹ Farrelly, Davis, Haviland, Messeri, and Heaton. "Evidence of a Dose-Response Relationship Between "truth" Antismoking Ads and Youth Smoking Prevalence". *American Journal of Public Health*. March 2005.

⁴⁰ Frieden, Mostashari, Kerker, Miller, Hajat, and Frankel. "Adult Tobacco Use Levels After Intensive Tobacco Control Measures: New York City, 2002-2003". *American Journal of Public Health*. June 2005.

In May 2001 a Commission established by President Clinton in September 2000 released its final report on how to improve economic conditions in tobacco dependent economies while making sure that public health does not suffer in the process.⁴¹ The Commission recommended moving from the current quota system to what would be called a Tobacco Equity Reduction Program (TERP). TERP would allow compensation to be rendered to quota owners for the loss in value of their quota assets as a result of a restructuring to a production permit system where permits would be issued annually to tobacco growers. Also created would be a Center for Tobacco-Dependent Communities, which would address any challenges faced during this period. Three public health proposals that were suggested by the Commission were: that states increase funding on tobacco cessation and prevention programs; that the FDA be allowed to regulate tobacco products in a “fair and equitable” manner; and that funding be included in Medicaid and Medicare coverage for smoking cessation. To be able to fund these recommendations, the Commission called for a 17-cent increase in the excise tax on all packs of cigarettes sold in the United States. The increased revenues would then be deposited into a fund and earmarked for the recommended programs. On February 13, 2003, the Interagency Committee on Smoking and Health, which reports to the U.S. Department of Health and Human Services, issued recommendations, which included raising the federal excise tax on cigarettes from \$0.39 to \$2.39 per pack. The purpose of the tax increase would be to discourage smoking and to fund anti-tobacco efforts.

Neither the Surgeon General’s nor the Presidential Commission’s report have resulted in a concerted nationwide program to implement their recommendations, though legislation to establish FDA regulation was re-introduced in 2005 and again on February 15, 2007 as the Family Smoking Prevention and Tobacco Control Act. The bill would give the FDA broad authority over the sale, distribution, and advertising of tobacco products. Such legislation would, among other anticipated changes, permit the FDA to strengthen warning labels, reduce nicotine levels in tobacco products, police false or misleading advertising and marketing aimed at children and would require manufacturers to provide the FDA with lists of ingredients and additives in their products, including nicotine.

Research has indicated, and our model incorporates, a negative impact on cigarette consumption due to tobacco tax increases, and a negative trend decline in levels of smoking since the Surgeon General’s 1964 warning, subsequent anti-smoking initiatives, and regulations which restrict smoking. Our model and forecast acknowledges the efficacy of these activities in reducing smoking and assumes that the effectiveness of such anti-smoking efforts will continue. For instance, in 2001, Canada required cigarette labels to include large graphic depictions of adverse health consequences of smoking. Recent research suggests that these warnings have some effectiveness, as one-fifth of the participants in a survey reported smoking less as a result of the labels.⁴² Similarly, the Justice Department has indicated that, as part of a lawsuit against the tobacco companies,

⁴¹ “Tobacco at a Crossroad: A Call for Action”. President’s Commission on Improving Economic Opportunity in Communities Dependent on Tobacco Production While Protecting Public Health. May 14, 2001.

⁴² Hammond, Fong, McDonald, Brown, and Cameron. "Graphic Canadian Warning Labels and Adverse Outcomes: Evidence from Canadian Smokers. *American Journal of Public Health*. August 2004.

it may seek to require graphic health warnings covering 50% of cigarette packs. In addition, it would prohibit in-store promotions and require that all advertising and packaging be black-and-white. A similar proposal is part of the World Health Organization's Framework Convention on Tobacco Control, which the U.S. may sign. As the prevalence of smoking declines, it is likely that the achievement of further declines will require either greater levels of spending, or more effective programs. This is the common economic principle of diminishing returns.

New York State, in 2000, mandated that manufacturers provide, beginning in 2003, only cigarettes that self-extinguish. These standards went into effect in 2004. Similar laws have been enacted in Alaska, California, Connecticut, Delaware, Illinois, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, Oregon, Rhode Island, Texas, Utah, and Vermont. We do not believe that these statutes or a nationwide agreement on such standards will affect consumption noticeably. It will probably raise the cost of manufacture slightly, but we view it as a continuation of a long series of government actions that contribute to the trend decline in consumption, which has been incorporated into our model. The expense and availability of technology required in the manufacture of self-extinguishing cigarettes may put the smaller manufacturers at a slight competitive disadvantage, as their cost per pack would increase more relative to the cost per pack increase for the larger manufacturers.

Similarly, in January 2001, Vector Group Ltd. announced plans for a virtually nicotine-free cigarette. The product, Quest, was introduced on January 27, 2003. This non-addictive product might be used as a tool to quit or reduce smoking. We view this as a continuation of efforts to provide products, such as the nicotine patch, that are supposed to reduce smoking addiction. These products have likely contributed to the trend decline in consumption incorporated into our model. In our forecast, we expect such efforts to continue to reduce per capita cigarette consumption.

An Empirical Model of Cigarette Consumption

An econometric model is a set of mathematical equations which statistically best describes the available historical data. It can be applied, with assumptions on the projected path of independent explanatory variables, to predict the future path of the dependent variable being studied, in this case adult per capita cigarette consumption (CPC). After extensive analysis of available data measuring all of the above-mentioned factors which influence smoking, we found the following variables to be effective in building an empirical model of adult per capita cigarette consumption for the United States:

- 1) the real price of cigarettes (cigprice)
- 2) the level of real disposable income per capita (ydp96pc)
- 3) the impact of restrictions on smoking in public places (smokeban)
- 4) the trend over time in individual behavior and preferences (trend)

We used the tools of standard multivariate regression analysis to determine the nature of the economic relationship between these variables and adult per capita cigarette consumption in the U.S. Then, using that relationship, along with Global Insight’s standard adult population growth, and adjustment for non-adult smoking, we projected actual cigarette consumption (in billions of cigarettes) out to 2057. It should also be noted that since our entire dataset incorporates the effect of the Surgeon General’s health warning (1964), the impact of that variable too is accounted for in the forecast. Similarly the effect of nicotine dependence is incorporated into our entire dataset and influences the trend decline.

Using U.S. data from 1965 through 2003 on the variables described above, we developed the following regression equation. All of the data sources are detailed in Appendix 1 of this Report.

$$\begin{aligned} \log(\text{cpc}) &= 57.7 && - && 0.024 * \text{trend} \\ &- && 0.223 * \log(\text{cigprice}) && - && 0.106 * \log(\text{cigprice})(-1) \\ &+ && 0.270 * \log(\text{ydp96pc}) && - && 0.020 * \text{smokeban} \end{aligned}$$

The model is estimated in logarithmic form, since that allows the easy computation of the responsiveness (or elasticity) of the dependent variable (adult per capita cigarette consumption) to changes in the various explanatory (or the right hand side) variables.

This model has an R-square in excess of 0.99, meaning that it explains more than 99 percent of the variation in U.S. adult per capita cigarette consumption over the 1965 to 2003 period. In terms of explanatory power this indicates a very strong model with a high level of statistical significance.

Our model is completed with two other equations:

(1) Total adult cigarette consumption =

$$\text{cpc} * \text{U.S. adult population.}$$

(2) Total cigarette consumption =

$$\text{total adult cigarette consumption} + \text{total youth cigarette consumption.}$$

We have measured the consumption level of cigarettes in the 12-17 age group by examining the difference between total consumption and total adult consumption. We then use the expected trend of youth smoking incidence to adjust for the volume of cigarette consumption in this age group. Youth incidence is expected to gradually decline, and our estimated consumption levels will fall to 1.2 billion in 2057.

Dependent Variable

Adult Per Capita Cigarette Consumption (CPC)

CPC measures the average annual cigarette consumption of the American adult. It is calculated by dividing total adult cigarette consumption by the size of the population (18 years and above). Of the different measures of cigarette consumption available, this is considered to be the most reliable. It also directly reflects the changing behavior of individual smokers over the historical period. Data were obtained from the U.S. Department of Agriculture's (USDA) Economic Research Service.

Explanatory Variables

The Real Price of Cigarettes (CIGPRICE)

Reliable data on retail cigarette prices from the consumer price index (CPI) are only available since 1997, an inadequate time frame to build our model. However, tobacco CPI, which is available for the entire period of analysis, closely follows cigarette prices, since cigarettes constitute over 95 percent of tobacco products. We have, therefore, used the tobacco CPI in our model, as is standard. Further, we have deflated this price of cigarettes (tobacco) by the overall price level to ensure that any change in cigarette consumption is correctly attributed to a change in the price of cigarettes relative to other goods, rather than an overall change in the price level. The overall, as well as tobacco CPI, were obtained from the Bureau of Labor Statistics (BLS).

The coefficient on CIGPRICE in the regression equation measures the elasticity of cigarette consumption with respect to price. In our model this effect consists of two parts. The coefficient of -0.223 measures the short-run elasticity of cigarette demand. That is, a 1% increase in price reduces consumption by 0.223% in the current year. The second coefficient, -0.106 relates to prices in the previous year. It indicates that, following a 1% increase, an additional decrease in cigarette consumption of 0.106% will occur. Thus, according to the data, a one percent increase in price decreases cigarette consumption by 0.329 percent in the long term. The low value of the elasticity indicates that cigarette consumption is price inelastic, or relatively unresponsive to changes in price. This coefficient is estimated such that a statistical confidence interval of 95% places its value between -0.25 and -0.41 . This implies that there is a probability of 5% that the price elasticity is outside this range.

Real Disposable Income Per Capita (YDP96PC)

Real disposable income per capita measures the average income per person after tax in constant 1996 dollars. Data used were collected by the Bureau of Economic Analysis (BEA). For goods considered "normal", consumption increases as incomes rise. Hence the coefficient is positive. On the other hand if the coefficient is negative, it indicates that the good is "inferior" and less is purchased as incomes rise.

Our analysis indicates that the income elasticity of cigarettes, given by the regression coefficient on YDP96PC, is 0.27. The positive sign on the coefficient indicates that cigarettes are a normal good. Specifically, every percent increase in real disposable income per capita has raised adult per capita cigarette consumption by 0.27%. However, the low value of the elasticity indicates that the demand for cigarettes is income inelastic, or relatively unresponsive to changes in income. This coefficient (0.27) is estimated such that a statistical confidence interval of 95% places its value between 0.03 and 0.52. This implies that there is a probability of 5% that the income elasticity is outside this range.

Qualitative Variable

The qualitative variable that we have explicitly included in our model relates to the restrictions on public smoking since the 1980s (SMOKEBAN). The negative coefficient on the variable implies that smoking decreases as a result of smoking bans. The coefficient on SMOKEBAN is estimated such that a statistical confidence interval of 95% for its value is from 0 to -0.53. This implies that there is a probability of 5% that the coefficient is outside this range.

Trend and Constant Term

According to the regression equation specified above, adult cigarette consumption per capita (CPC) displays a trend decline of 2.40% per year. The trend reflects the impact of a systematic change in the underlying data that is **not** explained by the included explanatory variables. In the case of cigarette consumption, the systematic change is in public attitudes toward smoking. The trend may also reflect the cumulative impact of health warnings, advertising restrictions, and other variables which are statistically insignificant when viewed in isolation. This trend, primarily due to an increase in the health-conscious proportion of the population averse to smoking, would by itself account for 90.3% of the variation in consumption. This coefficient is estimated such that a statistical confidence interval of 95% for its value is from 0.0195 to 0.0269 (1.95% to 2.69%). This implies that there is a probability of 5% that the trend rate of decline is outside this range.

The constant term (57.7) also reflects the impact of excluded variables, those that stay fixed over time (e.g., the health warnings on cigarette packs). It should be noted that the actual decline in CPC in any given year could be above or below the trend, depending on the values of the other explanatory variables.

Forecast Assumptions

Our forecast is based on assumptions regarding the future path of the explanatory variables in the regression equation. Projections of U.S. population and real per capita personal disposable income are standard Global Insight forecasts. Annual population growth is projected to average 0.8%, and real per capita personal disposable income is projected to increase over the long term at just over 2.1% per year.

The projection of the real price of cigarettes is based upon its past behavior with an adjustment for the shock to prices due to the tobacco settlement. Cigarette prices increased dramatically in November 1998, as manufacturers raised prices by \$0.45 per pack. Subsequent increases by the manufacturers and numerous federal and state hikes in excise taxes brought prices to an average of \$3.84 per pack in 2004, to \$4.04 in 2005, and to \$4.18 in 2006. After a long period of fighting to maintain market share, the large cigarette manufacturers are expected to reduce discounts and other promotions. In addition many states continue to discuss excise tax increases.

Our model, intended for long-term forecasting, uses annual data to describe changes in prices and other variables. When viewed over long intervals of time, the changes will appear to be gradual. The purpose of the model is to capture these broad changes and their influence on consumption. Because cigarette manufacturing is dominated by a few firms, price changes will typically be discrete events, with jumps such as occurred on August 1999 and December 2004, followed by plateaus, rather than small and continuous changes. The exact timing during the year of price changes influences only the short-term path of consumption.

The forecast assumes that average prices will reach \$4.47 per pack in 2007 and \$4.68 in 2008. Our forecast assumptions have incorporated price increases in excess of general inflation in order to meet the requirements of the MSA and offset excise and other taxes. Based upon our general inflation and cost assumptions, we anticipate that the nominal price per pack of cigarettes will rise to \$42.67 by 2057, which is \$9.71 in 2000 dollars. Relative to other goods, cigarette prices will rise by an average of 1.9% per year over the long term. The average real increase over the 30 years ending 1998 was 1.48% per year.

Prior to the MSA, only once, in 1983, have real cigarette prices appreciated at a double digit, or greater than 10%, rate. If a 10% rate of price increase were to continue, the annual rate of decline in cigarette consumption predicted by our model would increase to approximately 4%.

Our Base Case Forecast assumes that the incidence of youth smoking will continue to decline. By 2057 we assume that youth smoking will have declined at an average annual rate of 2.8% since 2001, or by 79% overall.

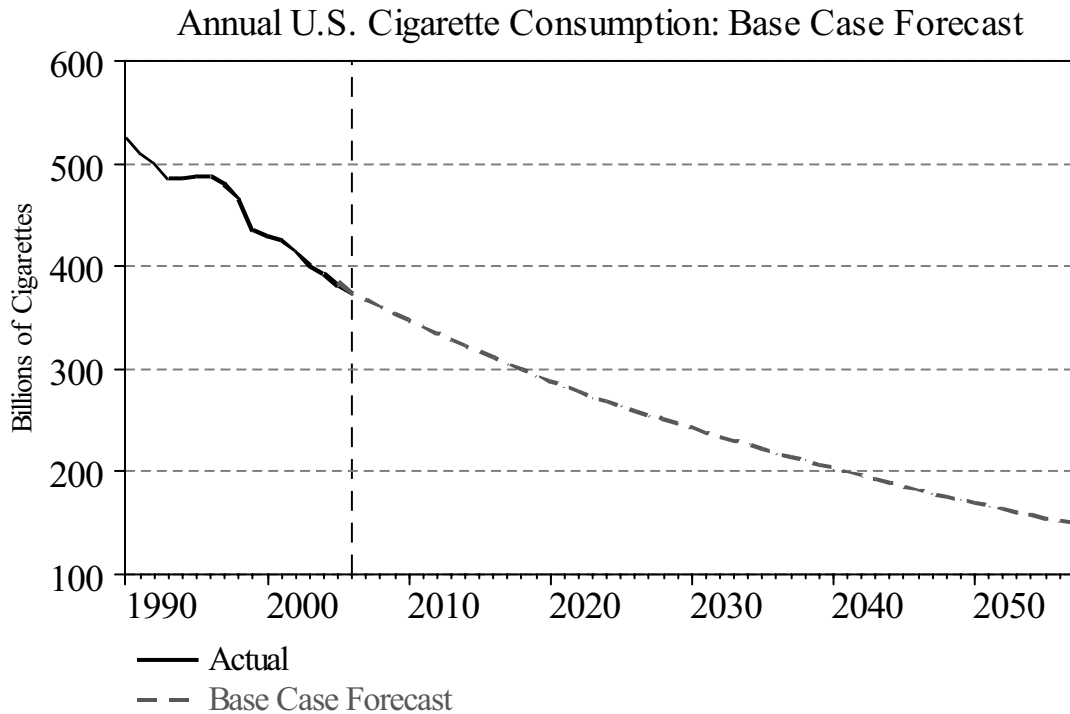
We believe the assumptions on which the Base Case Forecast are based to be reasonable.

Forecast of Cigarette Consumption

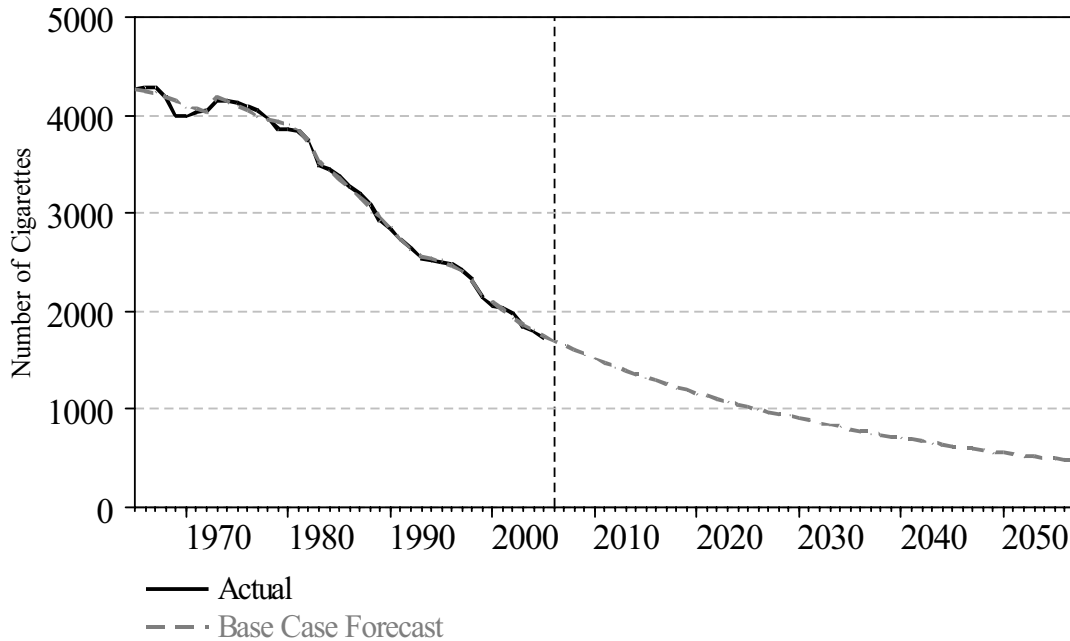
After developing the regression equation specified above, we used it to project CPC for the period 2004 through 2057. Then using the standard adult population projections of Global Insight's macroeconomic model, we converted per capita consumption to aggregate adult consumption. We then added our estimate of teenage smoking volume going forward.

In using regression equations developed on the basis of historical data to project future values of the dependent variable, we must also assume that the underlying economic structure captured in the equation will remain essentially the same. While past performance is no guarantee of future patterns, it is still the best tool we have to make such projections.

The graphs below display the projected time trend of U.S. cigarette consumption. The first graph illustrates total actual and projected cigarette consumption in the United States. The second graph illustrates actual and projected CPC in the United States. For the period 1965 through 2003 the forecast line on the second graph indicates the value of CPC our model would have projected for those years.



U.S. Adult Per Capita Cigarette Consumption: Base Case Forecast



In addition to the expected trend decline in cigarette consumption, the sharp upward shock to cigarette prices in late 1998 and 1999 contributed to a 6.45% reduction in consumption in 1999. The rate of decline has moderated considerably since that time, averaging -2.1% from 1999 to 2003. Total industry shipments for 2004 have been reported at 394.5 billion, a 1.7% decline from 2003. The deep discount share of the market has been reported by the manufacturers as having stabilized at about 12% since 2003 and 2004. These cigarettes are produced by a large number of manufacturers, including many who participate in the MSA. After significant gains earlier in the decade, imports to the U.S. have declined from a high of 23.1 billion sticks in 2003 to 18.1 billion in 2005. In 2005 industry shipments of 381 billion cigarettes were 3.4% lower than in 2004. Part of this decline can be attributed to two extra shipping days in the leap year 2004. For 2006, industry shipments, as reported by the manufacturers, were 372.5 billion, 2.4% less than the 381.7 billion now reported for 2005. The US Tobacco and Tax Bureau (TTB) has also reported data through December 2006.⁴³ It reports 364.4 billion domestic shipments and 16.2 billion imported cigarettes. The total, 380.6 billion, is 0.1% fewer than in 2005. Industry shipments for the first half of 2007 were reported by the manufacturers as 176.2 billion, a 5.1% decline from a year earlier. The manufacturers attribute part of this decline to inventory increases in 2006 in advance of price increases.

On March 8, 2006, the National Association of Attorneys General and the American Legacy Foundation jointly announced that cigarette consumption in 2005 had fallen to 378 billion sticks. The estimate in this report, of 381 billion, is slightly higher. It is based on two sources. First, Reynolds American reported in February that the market research firm, MSAI, had estimated total industry shipments in 2005 of 381 billion. Second, the Alcohol and Tobacco Tax and Trade Bureau of the U.S. Department of Treasury reported

⁴³ Statistical Report – Tobacco, December 2006. <http://www.ttb.gov>. 26-Feb-2007.

on February 14, 2006, in their "Statistical Report – Tobacco", that U.S. manufacturers removed as taxable 362.96 billion cigarettes from production in 2005, and that imported cigarettes for consumption in 2005 totaled 18.13 billion. The total shipped for U.S. consumption is then 381.09 billion

After 2005, the rate of decline of consumption is projected to moderate and average less than 2% per year. From 2004 through 2057 the average annual rate of decline is projected to be 1.81%. On a per capita basis consumption is projected to fall at an average rate of 2.51% per year. Total consumption of cigarettes in the U.S. is projected to fall from an estimated 381 billion in 2005 to 373 billion in 2006, under 300 billion by 2018, and to under 200 billion by 2041.

Should the federal excise tax increase to \$1.00 per pack, as has been proposed in the Senate, the resulting price increase, would, according to our model, lead to a sharper, one-time, consumption decline of 4.3%, or 15.5 billion cigarettes, by 2009. The difference with our Base Case forecast would be somewhat lower over the longer term, because our base case forecast assumptions incorporate the likelihood of significant excise tax increases over time.

Statistical Confidence and Forecast Error

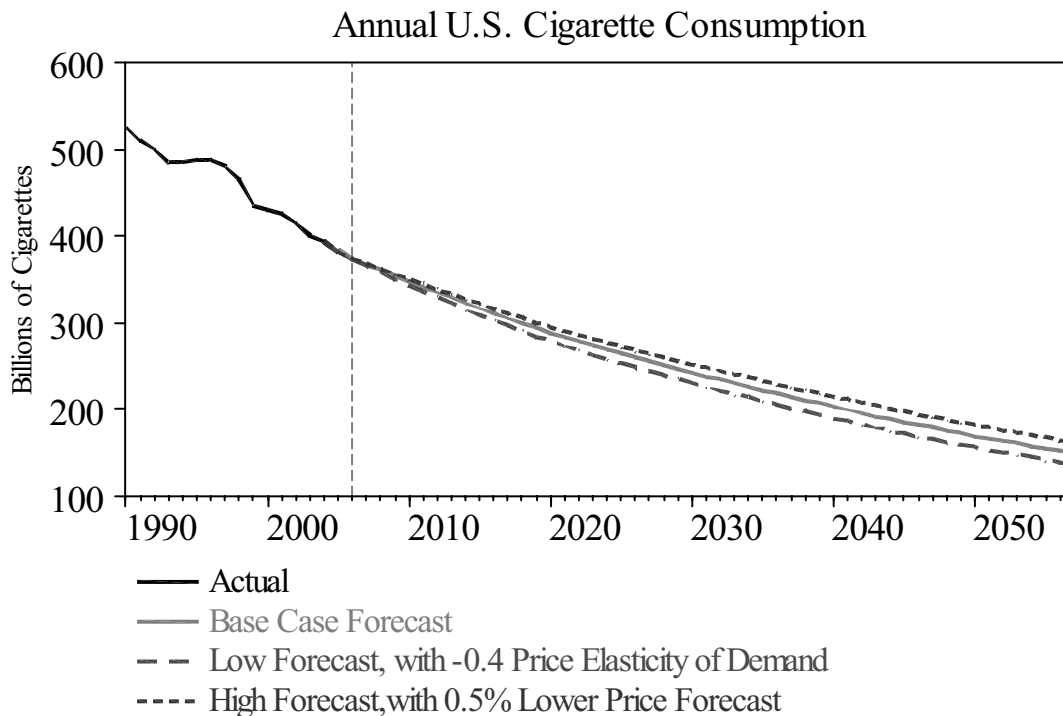
In addition to potential forecast errors due to incorrect forecast assumptions, there also exists possible error in the statistical estimation. The estimation and development of an econometric model is a statistical exercise. Thus, our parameters are estimated with some degree of error. We have provided confidence intervals for the coefficient (elasticity) estimates. For instance, there is a 2.5% probability ($5\%/2$) that the price elasticity exceeds 0.38. There is similarly a 2.5% chance that the income elasticity is less than 0.03. But if these events were independent, the probability of both would be $.025 \times .025 = .000625$, or .0625%, less than one tenth of one percent.

Alternative Forecasts

Two sources of variance may appear in the forecast derived by our model. First, as detailed in the Explanatory Variables section, there is some degree of forecast error in the parameters of the model. Second, the time paths of the explanatory variables may differ from our Base Case Forecast assumptions. Alternative forecasts are included in order to provide an interval forecast that, in our opinion, encompasses all of the likely potential realizations over time.

The high and low alternative forecasts are derived as follows. For the high scenario, we use a lower price forecast, under which prices are increasing at an annual rate of 0.5% more slowly than our current base case forecast. Under this scenario, the rate of decline is moderated slightly, from an average rate of 1.81% to 1.66%, resulting in consumption of 162 billion in 2057.

In the low forecast, Low Case 1, we posit a sharper price elasticity of demand. Our estimate of the price elasticity, -0.33 , is on the low end of the range when compared to that of certain other economic researchers. Recent economic research has forged a consensus that the elasticity lies between -0.3 and -0.5 . We have, therefore, used a higher elasticity of -0.4 , to generate the lowest consumption forecast which might be reasonably anticipated by our model. This increases the average rate of decline to 1.97% and results in cigarette consumption of 136 billion in 2057.



Hypothetical Stress Scenarios

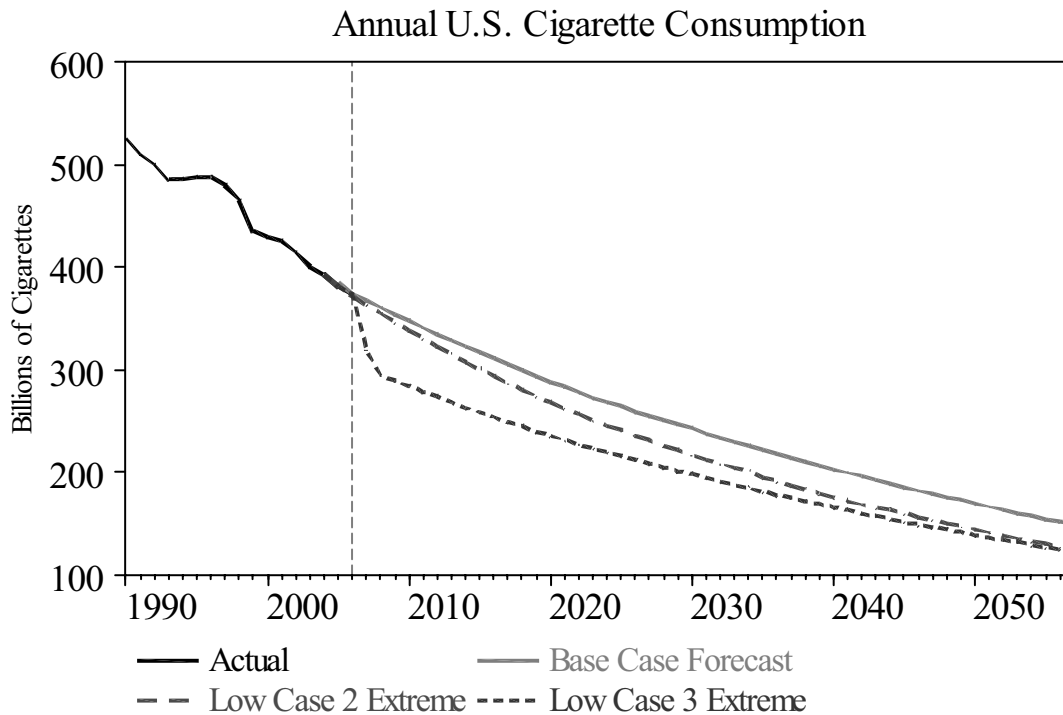
The model was also tested under more extreme, and concurrently, less likely conditions. These exercises do not represent informed anticipation of possible future conditions. Rather, they are meant only to test the model under extreme conditions. First, we increased the negative response of consumer demand to recent price increases by assuming a much larger, -0.5 , elasticity. This sharpens the fall in total consumption to an average annual rate of 2.14% , and results in demand of 124 billion cigarettes in 2057 (Low Case 2). This scenario would also be the result if, instead of a greater price sensitivity of smokers, we postulated an increased rate of cigarette price increase. Indeed, if cigarette prices, instead of averaging increases in real terms of 1.96% per year, accelerated to a pace of 3.34% annually, demand would also fall to 124 billion in 2057.

A second large negative stress is placed by postulating, in 2007, either an adverse federal government settlement, or tort claims of three times the size of this MSA. This would

result in a real price increase of 57%, and a large decline, 18% over two years, in consumption. By 2057, consumption will have fallen to 122 billion cigarettes, an average annual rate of decline of 2.17% (Low Case 3).

Alternative Forecasts

	2057 Consumption Level (Bil.)	Average Annual Decline (%)
Base Case Forecast	149	1.81
Low Case 1	136	1.97
High Alternative	162	1.66
Low Case 2	124	2.14
Low Case 3	122	2.17



Finally, for comparative purposes we have calculated the volume of total cigarette consumption under four alternative annual rates of decline, 2.5%, 3%, 3.5% and 4%. Under these scenarios consumption in 2057 falls to 102 billion, 78 billion, 60 billion, and 46 billion respectively. These calculations are simple arithmetic examples, and are neither forecasts nor projections.

Base Case Forecast: Assumptions for Explanatory Variables

Year	Real Per Capita Personal Income	Real Price of Cigarettes	U.S. Adult Population	Incidence of Smoking in 12-17 Age Group	Youth Consumption	Average Nominal Price Per Pack
	<i>Growth Rate (%)</i>	<i>Growth Rate (%)</i>	<i>Growth Rate (%)</i>	<i>Fraction</i>	<i>Billions</i>	<i>\$ (Current)</i>
1965	4.84	4.13	1.95	0.04		
1966	4.06	0.92	1.28	0.04		
1967	3.27	0.72	1.39	0.05		
1968	3.50	1.89	1.56	0.05		
1969	2.06	0.00	1.69	0.06		
1970	3.02	2.24	2.00	0.05		
1971	3.28	0.12	2.27	0.06		
1972	3.66	2.08	2.85	0.06		
1973	5.73	-3.29	2.03	0.07		
1974	-1.62	-5.49	2.05	0.07		
1975	1.30	-1.87	2.12	0.05		
1976	2.92	-1.40	2.07	0.05		
1977	2.46	-1.60	1.91	0.07		
1978	3.58	-2.05	1.91	0.06		
1979	1.35	-4.73	2.00	0.05		
1980	0.06	-5.03	1.96	0.05		
1981	1.63	-2.11	1.73	0.06		
1982	1.20	4.80	1.64	0.05		
1983	2.35	15.84	1.46	0.04		
1984	6.63	2.10	1.48	0.05		
1985	2.45	2.31	1.16	0.05		
1986	2.21	4.84	1.38	0.06		
1987	0.83	3.36	1.23	0.05		
1988	3.32	4.83	1.26	0.05		
1989	1.82	7.64	1.35	0.05		
1990	0.72	4.71	0.89	0.06	7.96	
1991	-0.81	7.16	0.96	0.06	7.72	
1992	2.08	5.24	0.99	0.06	7.62	
1993	-0.24	0.91	1.02	0.06	7.12	
1994	1.48	-6.11	0.95	0.07	7.21	
1995	1.58	-0.21	0.85	0.07	7.76	
1996	1.77	0.18	0.89	0.08	7.54	
1997	2.30	2.31	1.27	0.08	6.58	
1998	4.63	11.03	1.15	0.08	6.30	2.20
1999	1.80	26.72	1.13	0.08	5.92	2.88
2000	3.71	7.47	1.14	0.08	5.92	3.20
2001	0.89	4.36	1.10	0.08	5.92	3.45
2002	2.06	5.76	1.02	0.08	5.91	3.71
2003	1.32	-0.64	0.96	0.08	5.87	3.77
2004	2.43	-0.75	0.96	0.08	5.84	3.84
2005	0.48	1.68	0.98	0.08	5.82	4.04
2006	2.24	1.87	0.99	0.08	5.80	4.18
2007	2.19	5.09	1.00	0.08	5.78	4.47
2008	2.22	2.71	1.00	0.08	5.77	4.68
2009	2.20	3.10	1.02	0.07	5.77	4.92
2010	2.17	2.61	1.00	0.07	5.62	5.17
2011	2.10	2.57	0.93	0.07	5.47	5.42
2012	2.02	2.52	0.88	0.07	5.32	5.71
2013	2.02	2.48	0.81	0.07	5.18	6.01
2014	2.02	2.84	0.80	0.07	5.18	6.35
2015	2.04	2.02	0.84	0.07	5.18	6.66

Base Case Forecast: Assumptions for Explanatory Variables (Cont.)

Year	Real Per Capita Personal Income	Real Price of Cigarettes	U.S. Adult Population	Incidence of Smoking in 12-17 Age Group	Youth Consumption	Average Nominal Price Per Pack
	<i>Growth Rate (%)</i>	<i>Growth Rate (%)</i>	<i>Growth Rate (%)</i>	<i>Fraction</i>	<i>Billions</i>	<i>\$ (Current)</i>
2016	2.04	2.37	0.82	0.07	5.18	7.00
2017	2.05	2.34	0.77	0.07	5.18	7.36
2018	2.05	2.31	0.76	0.07	5.18	7.74
2019	2.06	2.27	0.74	0.06	5.03	8.13
2020	2.08	1.89	0.76	0.06	4.88	8.52
2021	2.09	2.22	0.77	0.06	4.73	8.94
2022	2.10	1.85	0.77	0.06	4.59	9.36
2023	2.11	2.17	0.78	0.06	4.44	9.83
2024	2.11	1.81	0.78	0.06	4.44	10.28
2025	2.11	1.79	0.79	0.05	4.29	10.75
2026	2.11	1.78	0.79	0.05	4.14	11.24
2027	2.11	1.76	0.79	0.05	3.99	11.76
2028	2.11	1.75	0.80	0.05	3.85	12.29
2029	2.11	1.73	0.80	0.05	3.70	12.85
2030	2.11	2.02	0.80	0.05	3.70	13.47
2031	2.11	1.70	0.79	0.04	3.55	14.07
2032	2.11	1.68	0.77	0.04	3.40	14.70
2033	2.11	1.67	0.76	0.04	3.25	15.36
2034	2.11	1.66	0.75	0.04	3.11	16.04
2035	2.11	2.50	0.74	0.04	2.96	16.90
2036	2.11	1.62	0.72	0.04	2.96	17.64
2037	2.11	1.89	0.71	0.04	2.96	18.47
2038	2.11	1.59	0.70	0.04	2.96	19.28
2039	2.11	1.85	0.69	0.03	2.81	20.18
2040	2.11	1.57	0.68	0.03	2.66	21.06
2041	2.11	1.56	0.67	0.03	2.51	21.97
2042	2.11	1.81	0.66	0.03	2.37	22.99
2043	2.11	1.53	0.66	0.03	2.22	23.98
2044	2.11	1.53	0.66	0.03	2.08	25.01
2045	2.11	1.68	0.67	0.03	2.02	26.05
2046	2.11	1.66	0.68	0.03	2.02	27.14
2047	2.11	1.67	0.69	0.03	2.02	28.28
2048	2.11	1.64	0.70	0.02	2.02	29.47
2049	2.11	1.65	0.71	0.02	1.92	30.70
2050	2.11	1.67	0.70	0.02	1.82	32.00
2051	2.11	1.65	0.69	0.02	1.71	33.34
2052	2.11	1.66	0.68	0.02	1.62	34.74
2053	2.11	1.66	0.67	0.02	1.52	36.20
2054	2.11	1.66	0.66	0.02	1.45	37.72
2055	2.11	1.66	0.65	0.02	1.38	39.30
2056	2.11	1.65	0.64	0.02	1.31	40.95
2057	2.11	1.66	0.63	0.02	1.23	42.67

Historical / Base Case Forecast U.S. Adult Per Capita and Total Consumption of Cigarettes (1965 – 2057)

	Per Capita Consumption	Growth Rate	Total Consumption	Total Consumption	Growth Rate
		<i>(%)</i>	<i>(billions)</i>	<i>(billions of packs)</i>	<i>(%)</i>
1965	4259	1.53	528.70	26.44	3.42
1966	4287	0.66	541.20	27.06	2.36
1967	4280	-0.16	549.20	27.46	1.48
1968	4186	-2.20	545.70	27.29	-0.64
1969	3993	-4.61	528.90	26.45	-3.08
1970	3985	-0.20	536.40	26.82	1.42
1971	4037	1.30	555.10	27.76	3.49
1972	4043	0.15	566.80	28.34	2.11
1973	4148	2.60	589.70	29.49	4.04
1974	4141	-0.17	599.00	29.95	1.58
1975	4123	-0.43	607.20	30.36	1.37
1976	4092	-0.75	613.50	30.68	1.04
1977	4051	-1.00	617.00	30.85	0.57
1978	3967	-2.07	616.00	30.80	-0.16
1979	3861	-2.67	621.50	31.08	0.89
1980	3849	-0.31	631.50	31.58	1.61
1981	3836	-0.34	640.00	32.00	1.35
1982	3739	-2.53	634.00	31.70	-0.94
1983	3488	-6.71	600.00	30.00	-5.36
1984	3446	-1.20	600.40	30.02	0.07
1985	3370	-2.21	594.00	29.70	-1.07
1986	3274	-2.85	583.80	29.19	-1.72
1987	3197	-2.35	575.00	28.75	-1.51
1988	3096	-3.16	562.50	28.13	-2.17
1989	2926	-5.49	540.00	27.00	-4.00
1990	2826	-3.14	525.00	26.25	-2.78
1991	2727	-3.50	510.00	25.50	-2.86
1992	2647	-2.93	500.00	25.00	-1.96
1993	2542	-3.97	485.00	24.25	-3.00
1994	2524	-0.71	486.00	24.30	0.21
1995	2505	-0.75	487.00	24.35	0.21
1996	2482	-0.84	487.00	24.35	0.00
1997	2423	-2.50	480.00	24.00	-1.44
1998	2320	-4.25	465.00	23.25	-3.13
1999	2136	-7.93	435.00	21.75	-6.45
2000	2056	-3.75	430.00	21.50	-1.15
2001	2026	-1.46	425.00	21.25	-1.16
2002	1979	-2.32	415.00	20.75	-2.35
2003	1837	-7.18	400.00	20.00	-3.61
2004	1791	-2.50	393.00	19.65	-1.75
2005	1719	-3.99	381.00	19.05	-3.05
2006	1670	-2.85	373.34	18.67	-2.01
2007	1625	-2.70	366.86	18.34	-1.73
2008	1581	-2.72	360.59	18.03	-1.71
2009	1537	-2.82	353.96	17.70	-1.84
2010	1494	-2.76	347.62	17.38	-1.79
2011	1454	-2.72	341.27	17.06	-1.83
2012	1414	-2.70	334.93	16.75	-1.86
2013	1376	-2.69	328.54	16.43	-1.91
2014	1338	-2.76	322.14	16.11	-1.95
2015	1303	-2.62	316.45	15.82	-1.77

Historical / Base Case Forecast U.S. Adult Per Capita and Total Consumption of Cigarettes (1965 – 2057) (Cont.)

	Per Capita Consumption	Growth Rate	Total Consumption	Total Consumption	Growth Rate
		<i>(%)</i>	<i>(billions)</i>	<i>(billions of packs)</i>	<i>(%)</i>
2016	1269	-2.61	310.82	15.54	-1.78
2017	1236	-2.63	305.06	15.25	-1.85
2018	1203	-2.62	299.41	14.97	-1.85
2019	1172	-2.61	293.71	14.69	-1.90
2020	1142	-2.53	288.43	14.42	-1.80
2021	1113	-2.56	283.17	14.16	-1.83
2022	1085	-2.51	278.11	13.91	-1.79
2023	1058	-2.54	273.09	13.65	-1.81
2024	1032	-2.49	268.43	13.42	-1.71
2025	1006	-2.45	263.84	13.19	-1.71
2026	982	-2.44	259.36	12.97	-1.70
2027	958	-2.44	254.97	12.75	-1.69
2028	934	-2.43	250.69	12.53	-1.68
2029	912	-2.43	246.48	12.32	-1.68
2030	889	-2.49	242.34	12.12	-1.68
2031	867	-2.45	238.16	11.91	-1.72
2032	846	-2.42	234.12	11.71	-1.70
2033	826	-2.41	230.14	11.51	-1.70
2034	806	-2.41	226.19	11.31	-1.72
2035	785	-2.59	221.88	11.09	-1.91
2036	766	-2.49	217.98	10.90	-1.76
2037	747	-2.45	214.19	10.71	-1.74
2038	729	-2.42	210.53	10.53	-1.71
2039	711	-2.44	206.72	10.34	-1.81
2040	694	-2.41	203.02	10.15	-1.79
2041	677	-2.38	199.44	9.97	-1.77
2042	661	-2.43	195.80	9.79	-1.83
2043	645	-2.42	192.24	9.61	-1.82
2044	640	-2.41	188.76	9.59	-1.81
2045	625	-2.42	185.34	9.27	-1.81
2046	609	-2.41	182.02	9.10	-1.79
2047	595	-2.41	178.77	8.94	-1.78
2048	580	-2.41	175.61	8.78	-1.77
2049	566	-2.41	172.52	8.63	-1.76
2050	553	-2.41	169.46	8.47	-1.77
2051	539	-2.41	166.45	8.32	-1.78
2052	526	-2.41	163.47	8.17	-1.79
2053	514	-2.41	160.52	8.03	-1.80
2054	501	-2.41	157.61	7.88	-1.81
2055	489	-2.41	154.74	7.74	-1.82
2056	478	-2.38	151.91	7.60	-1.83
2057	466	-2.38	149.12	7.46	-1.84

Base Case Forecast and Low Case Extreme Projections

Year	Base Case Forecast			Low Case 1: -0.4 Price Elasticity of Demand			High Forecast: Lower Price Assumption		
	<i>Cigarettes (billions)</i>	<i>Packs (billions)</i>	<i>Growth Rate (%)</i>	<i>Cigarettes (billions)</i>	<i>Packs (billions)</i>	<i>Growth Rate (%)</i>	<i>Cigarettes (billions)</i>	<i>Packs (billions)</i>	<i>Growth Rate (%)</i>
2006	373.34	18.67	-2.01	372.50	18.62	-2.23	373.99	18.70	-1.84
2007	366.86	18.34	-1.73	365.11	18.26	-1.98	368.10	18.40	-1.57
2008	360.59	18.03	-1.71	357.81	17.89	-2.00	362.21	18.11	-1.60
2009	353.96	17.70	-1.84	350.22	17.51	-2.12	356.09	17.80	-1.69
2010	347.62	17.38	-1.79	343.12	17.16	-2.03	350.25	17.51	-1.64
2011	341.27	17.06	-1.83	336.05	16.80	-2.06	344.41	17.22	-1.67
2012	334.93	16.75	-1.86	329.04	16.45	-2.09	338.53	16.93	-1.71
2013	328.54	16.43	-1.91	322.01	16.10	-2.14	332.58	16.63	-1.76
2014	322.14	16.11	-1.95	314.92	15.75	-2.20	326.63	16.33	-1.79
2015	316.45	15.82	-1.77	308.80	15.44	-1.95	321.35	16.07	-1.62
2016	310.82	15.54	-1.78	302.65	15.13	-1.99	316.12	15.81	-1.63
2017	305.06	15.25	-1.85	296.41	14.82	-2.06	310.76	15.54	-1.69
2018	299.41	14.97	-1.85	290.33	14.52	-2.05	305.50	15.28	-1.69
2019	293.71	14.69	-1.90	284.19	14.21	-2.11	300.15	15.01	-1.75
2020	288.43	14.42	-1.80	278.57	13.93	-1.98	295.21	14.76	-1.65
2021	283.17	14.16	-1.83	272.93	13.65	-2.03	290.26	14.51	-1.68
2022	278.11	13.91	-1.79	267.62	13.38	-1.95	285.54	14.28	-1.63
2023	273.09	13.65	-1.81	262.28	13.11	-2.00	280.84	14.04	-1.65
2024	268.43	13.42	-1.71	257.39	12.87	-1.87	276.50	13.83	-1.55
2025	263.84	13.19	-1.71	252.57	12.63	-1.87	272.21	13.61	-1.55
2026	259.36	12.97	-1.70	247.88	12.39	-1.86	268.02	13.40	-1.54
2027	254.97	12.75	-1.69	243.29	12.16	-1.85	263.90	13.19	-1.54
2028	250.69	12.53	-1.68	238.81	11.94	-1.84	259.86	12.99	-1.53
2029	246.48	12.32	-1.68	234.45	11.72	-1.83	255.91	12.80	-1.52
2030	242.34	12.12	-1.68	230.06	11.50	-1.87	251.99	12.60	-1.53
2031	238.16	11.91	-1.72	225.75	11.29	-1.87	248.05	12.40	-1.56
2032	234.12	11.71	-1.70	221.58	11.08	-1.85	244.24	12.21	-1.54
2033	230.14	11.51	-1.70	217.49	10.87	-1.85	240.46	12.02	-1.55
2034	226.19	11.31	-1.72	213.42	10.67	-1.87	236.72	11.84	-1.56
2035	221.88	11.09	-1.91	208.86	10.44	-2.14	232.56	11.63	-1.76
2036	217.98	10.90	-1.76	204.90	10.25	-1.90	228.84	11.44	-1.60
2037	214.19	10.71	-1.74	200.99	10.05	-1.91	225.23	11.26	-1.58
2038	210.53	10.53	-1.71	197.27	9.86	-1.85	221.74	11.09	-1.55
2039	206.72	10.34	-1.81	193.37	9.67	-1.98	218.06	10.90	-1.66
2040	203.02	10.15	-1.79	189.64	9.48	-1.93	214.51	10.73	-1.63
2041	199.44	9.97	-1.77	186.03	9.30	-1.91	211.05	10.55	-1.62
2042	195.80	9.79	-1.83	182.31	9.12	-2.00	207.51	10.38	-1.68
2043	192.24	9.61	-1.82	178.76	8.94	-1.95	204.09	10.20	-1.65
2044	188.76	9.59	-1.81	175.29	8.89	-1.94	200.74	10.22	-1.64
2045	185.34	9.27	-1.81	171.92	8.60	-1.93	197.44	9.87	-1.64
2046	182.02	9.10	-1.79	168.63	8.43	-1.91	194.22	9.71	-1.63
2047	178.77	8.94	-1.78	165.43	8.27	-1.90	191.08	9.55	-1.62
2048	175.61	8.78	-1.77	162.31	8.12	-1.88	188.02	9.40	-1.60
2049	172.52	8.63	-1.76	159.27	7.96	-1.87	185.02	9.25	-1.59
2050	169.46	8.47	-1.77	156.26	7.81	-1.89	182.05	9.10	-1.61
2051	166.45	8.32	-1.78	153.30	7.66	-1.89	179.11	8.96	-1.61
2052	163.47	8.17	-1.79	150.38	7.52	-1.91	176.20	8.81	-1.63
2053	160.52	8.03	-1.80	147.49	7.37	-1.92	173.31	8.67	-1.64
2054	157.61	7.88	-1.81	144.65	7.23	-1.93	170.46	8.52	-1.65
2055	154.74	7.74	-1.82	141.85	7.09	-1.94	167.64	8.38	-1.66
2056	151.91	7.60	-1.83	139.09	6.95	-1.95	164.84	8.24	-1.67
2057	149.12	7.46	-1.84	136.36	6.82	-1.96	162.08	8.10	-1.68

Base Case Forecast and Low Case Extreme Projections

Year	Base Case Forecast			Low Case 2: -0.5 Price Elasticity of Demand			Low Case 3: Large MSA in 2006		
	<i>Cigarettes (billions)</i>	<i>Packs (billions)</i>	<i>Growth Rate (%)</i>	<i>Cigarettes (billions)</i>	<i>Packs (billions)</i>	<i>Growth Rate (%)</i>	<i>Cigarettes (billions)</i>	<i>Packs (billions)</i>	<i>Growth Rate (%)</i>
2006	373.34	18.67	-2.01	371.51	18.58	-2.49	373.34	18.67	-2.01
2007	366.86	18.34	-1.73	363.10	18.15	-2.26	319.24	15.96	-14.49
2008	360.59	18.03	-1.71	354.86	17.74	-2.27	294.49	14.72	-7.75
2009	353.96	17.70	-1.84	346.24	17.31	-2.43	289.07	14.45	-1.84
2010	347.62	17.38	-1.79	338.31	16.92	-2.29	283.90	14.20	-1.79
2011	341.27	17.06	-1.83	330.47	16.52	-2.32	278.71	13.94	-1.83
2012	334.93	16.75	-1.86	322.74	16.14	-2.34	273.53	13.68	-1.86
2013	328.54	16.43	-1.91	315.07	15.75	-2.38	268.32	13.42	-1.91
2014	322.14	16.11	-1.95	307.22	15.36	-2.49	263.09	13.15	-1.95
2015	316.45	15.82	-1.77	300.63	15.03	-2.15	258.44	12.92	-1.77
2016	310.82	15.54	-1.78	293.93	14.70	-2.23	253.84	12.69	-1.78
2017	305.06	15.25	-1.85	287.19	14.36	-2.29	249.14	12.46	-1.85
2018	299.41	14.97	-1.85	280.63	14.03	-2.28	244.52	12.23	-1.85
2019	293.71	14.69	-1.90	274.06	13.70	-2.34	239.87	11.99	-1.90
2020	288.43	14.42	-1.80	268.15	13.41	-2.16	235.56	11.78	-1.80
2021	283.17	14.16	-1.83	262.13	13.11	-2.25	231.26	11.56	-1.83
2022	278.11	13.91	-1.79	256.53	12.83	-2.14	227.13	11.36	-1.79
2023	273.09	13.65	-1.81	250.85	12.54	-2.22	223.03	11.15	-1.81
2024	268.43	13.42	-1.71	245.72	12.29	-2.05	219.23	10.96	-1.71
2025	263.84	13.19	-1.71	240.68	12.03	-2.05	215.48	10.77	-1.71
2026	259.36	12.97	-1.70	235.77	11.79	-2.04	211.81	10.59	-1.70
2027	254.97	12.75	-1.69	230.98	11.55	-2.03	208.23	10.41	-1.69
2028	250.69	12.53	-1.68	226.34	11.32	-2.01	204.74	10.24	-1.68
2029	246.48	12.32	-1.68	221.79	11.09	-2.01	201.30	10.06	-1.68
2030	242.34	12.12	-1.68	217.20	10.86	-2.07	197.91	9.90	-1.68
2031	238.16	11.91	-1.72	212.76	10.64	-2.04	194.50	9.73	-1.72
2032	234.12	11.71	-1.70	208.47	10.42	-2.02	191.20	9.56	-1.70
2033	230.14	11.51	-1.70	204.26	10.21	-2.02	187.96	9.40	-1.70
2034	226.19	11.31	-1.72	200.12	10.01	-2.03	184.73	9.24	-1.72
2035	221.88	11.09	-1.91	195.35	9.77	-2.39	181.21	9.06	-1.91
2036	217.98	10.90	-1.76	191.31	9.57	-2.07	178.02	8.90	-1.76
2037	214.19	10.71	-1.74	187.31	9.37	-2.09	174.93	8.75	-1.74
2038	210.53	10.53	-1.71	183.55	9.18	-2.01	171.94	8.60	-1.71
2039	206.72	10.34	-1.81	179.57	8.98	-2.17	168.83	8.44	-1.81
2040	203.02	10.15	-1.79	175.82	8.79	-2.09	165.81	8.29	-1.79
2041	199.44	9.97	-1.77	172.19	8.61	-2.07	162.88	8.14	-1.77
2042	195.80	9.79	-1.83	168.44	8.42	-2.18	159.90	8.00	-1.83
2043	192.24	9.61	-1.82	164.90	8.25	-2.10	157.00	7.85	-1.82
2044	188.76	9.59	-1.81	163.43	8.17	-2.09	154.16	8.35	-1.81
2045	185.34	9.42	-1.78	160.01	8.00	-2.10	151.41	7.57	-1.78
2046	182.02	9.26	-1.72	156.68	7.83	-2.08	148.81	7.44	-1.72
2047	178.77	9.10	-1.70	153.45	7.67	-2.07	146.27	7.31	-1.70
2048	175.61	8.95	-1.69	150.30	7.52	-2.05	143.80	7.19	-1.69
2049	172.52	8.79	-1.74	147.24	7.36	-2.04	141.30	7.07	-1.74
2050	169.46	8.64	-1.75	144.21	7.21	-2.06	138.83	6.94	-1.75
2051	166.45	8.49	-1.76	141.24	7.06	-2.06	136.38	6.82	-1.76
2052	163.47	8.34	-1.77	138.31	6.92	-2.07	133.97	6.70	-1.77
2053	160.52	8.19	-1.78	135.43	6.77	-2.08	131.58	6.58	-1.78
2054	157.61	8.04	-1.77	132.59	6.63	-2.09	129.25	6.46	-1.77
2055	154.74	7.90	-1.78	129.81	6.49	-2.10	126.94	6.35	-1.78
2056	151.91	7.76	-1.79	127.06	6.35	-2.11	124.67	6.23	-1.79
2057	149.12	7.62	-1.80	124.37	6.22	-2.12	122.42	6.12	-1.80

Alternative Constant Rate Decline Projections

Year	2.5%			3.0%		
	<i>Cigarettes</i>	<i>Packs (billions)</i>	<i>Growth Rate</i>	<i>Cigarettes</i>	<i>Packs (billions)</i>	<i>Growth Rate</i>
2006	371.48	18.57	-2.50	369.57	18.48	-3.00
2007	362.19	18.11	-2.50	358.48	17.92	-3.00
2008	353.13	17.66	-2.50	347.73	17.39	-3.00
2009	344.31	17.22	-2.50	337.30	16.86	-3.00
2010	335.70	16.78	-2.50	327.18	16.36	-3.00
2011	327.31	16.37	-2.50	317.36	15.87	-3.00
2012	319.12	15.96	-2.50	307.84	15.39	-3.00
2013	311.14	15.56	-2.50	298.61	14.93	-3.00
2014	303.37	15.17	-2.50	289.65	14.48	-3.00
2015	295.78	14.79	-2.50	280.96	14.05	-3.00
2016	288.39	14.42	-2.50	272.53	13.63	-3.00
2017	281.18	14.06	-2.50	264.35	13.22	-3.00
2018	274.15	13.71	-2.50	256.42	12.82	-3.00
2019	267.29	13.36	-2.50	248.73	12.44	-3.00
2020	260.61	13.03	-2.50	241.27	12.06	-3.00
2021	254.10	12.70	-2.50	234.03	11.70	-3.00
2022	247.74	12.39	-2.50	227.01	11.35	-3.00
2023	241.55	12.08	-2.50	220.20	11.01	-3.00
2024	235.51	11.78	-2.50	213.59	10.68	-3.00
2025	229.62	11.48	-2.50	207.19	10.36	-3.00
2026	223.88	11.19	-2.50	200.97	10.05	-3.00
2027	218.29	10.91	-2.50	194.94	9.75	-3.00
2028	212.83	10.64	-2.50	189.09	9.45	-3.00
2029	207.51	10.38	-2.50	183.42	9.17	-3.00
2030	202.32	10.12	-2.50	177.92	8.90	-3.00
2031	197.26	9.86	-2.50	172.58	8.63	-3.00
2032	192.33	9.62	-2.50	167.40	8.37	-3.00
2033	187.52	9.38	-2.50	162.38	8.12	-3.00
2034	182.83	9.14	-2.50	157.51	7.88	-3.00
2035	178.26	8.91	-2.50	152.78	7.64	-3.00
2036	173.81	8.69	-2.50	148.20	7.41	-3.00
2037	169.46	8.47	-2.50	143.75	7.19	-3.00
2038	165.23	8.26	-2.50	139.44	6.97	-3.00
2039	161.09	8.05	-2.50	135.26	6.76	-3.00
2040	157.07	7.85	-2.50	131.20	6.56	-3.00
2041	153.14	7.66	-2.50	127.26	6.36	-3.00
2042	149.31	7.47	-2.50	123.45	6.17	-3.00
2043	145.58	7.28	-2.50	119.74	5.99	-3.00
2044	141.94	7.10	-2.50	116.15	5.81	-3.00
2045	138.39	6.92	-2.50	112.67	5.63	-3.00
2046	134.93	6.75	-2.50	109.29	5.46	-3.00
2047	131.56	6.58	-2.50	106.01	5.30	-3.00
2048	128.27	6.41	-2.50	102.83	5.14	-3.00
2049	125.06	6.25	-2.50	99.74	4.99	-3.00
2050	121.94	6.10	-2.50	96.75	4.84	-3.00
2051	118.89	5.94	-2.50	93.85	4.69	-3.00
2052	115.92	5.80	-2.50	91.03	4.55	-3.00
2053	113.02	5.65	-2.50	88.30	4.42	-3.00
2054	110.19	5.51	-2.50	85.65	4.28	-3.00
2055	107.44	5.37	-2.50	83.08	4.15	-3.00
2056	104.75	5.24	-2.50	80.59	4.03	-3.00
2057	102.13	5.11	-2.50	78.17	3.91	-3.00

Alternative Constant Rate Decline Projections (Cont)

Year	3.5%			4.0%		
	<i>Cigarettes</i>	<i>Packs (billions)</i>	<i>Growth Rate</i>	<i>Cigarettes</i>	<i>Packs (billions)</i>	<i>Growth Rate</i>
2006	367.67	18.38	-3.50	365.76	18.29	-4.00
2007	354.80	17.74	-3.50	351.13	17.56	-4.00
2008	342.38	17.12	-3.50	337.08	16.85	-4.00
2009	330.40	16.52	-3.50	323.60	16.18	-4.00
2010	318.83	15.94	-3.50	310.66	15.53	-4.00
2011	307.67	15.38	-3.50	298.23	14.91	-4.00
2012	296.90	14.85	-3.50	286.30	14.32	-4.00
2013	286.51	14.33	-3.50	274.85	13.74	-4.00
2014	276.48	13.82	-3.50	263.86	13.19	-4.00
2015	266.81	13.34	-3.50	253.30	12.67	-4.00
2016	257.47	12.87	-3.50	243.17	12.16	-4.00
2017	248.46	12.42	-3.50	233.44	11.67	-4.00
2018	239.76	11.99	-3.50	224.10	11.21	-4.00
2019	231.37	11.57	-3.50	215.14	10.76	-4.00
2020	223.27	11.16	-3.50	206.53	10.33	-4.00
2021	215.46	10.77	-3.50	198.27	9.91	-4.00
2022	207.92	10.40	-3.50	190.34	9.52	-4.00
2023	200.64	10.03	-3.50	182.73	9.14	-4.00
2024	193.62	9.68	-3.50	175.42	8.77	-4.00
2025	186.84	9.34	-3.50	168.40	8.42	-4.00
2026	180.30	9.02	-3.50	161.67	8.08	-4.00
2027	173.99	8.70	-3.50	155.20	7.76	-4.00
2028	167.90	8.40	-3.50	148.99	7.45	-4.00
2029	162.02	8.10	-3.50	143.03	7.15	-4.00
2030	156.35	7.82	-3.50	137.31	6.87	-4.00
2031	150.88	7.54	-3.50	131.82	6.59	-4.00
2032	145.60	7.28	-3.50	126.55	6.33	-4.00
2033	140.50	7.03	-3.50	121.48	6.07	-4.00
2034	135.59	6.78	-3.50	116.62	5.83	-4.00
2035	130.84	6.54	-3.50	111.96	5.60	-4.00
2036	126.26	6.31	-3.50	107.48	5.37	-4.00
2037	121.84	6.09	-3.50	103.18	5.16	-4.00
2038	117.58	5.88	-3.50	99.05	4.95	-4.00
2039	113.46	5.67	-3.50	95.09	4.75	-4.00
2040	109.49	5.47	-3.50	91.29	4.56	-4.00
2041	105.66	5.28	-3.50	87.64	4.38	-4.00
2042	101.96	5.10	-3.50	84.13	4.21	-4.00
2043	98.39	4.92	-3.50	80.77	4.04	-4.00
2044	94.95	4.75	-3.50	77.54	3.88	-4.00
2045	91.63	4.58	-3.50	74.43	3.72	-4.00
2046	88.42	4.42	-3.50	71.46	3.57	-4.00
2047	85.32	4.27	-3.50	68.60	3.43	-4.00
2048	82.34	4.12	-3.50	65.85	3.29	-4.00
2049	79.46	3.97	-3.50	63.22	3.16	-4.00
2050	76.68	3.83	-3.50	60.69	3.03	-4.00
2051	73.99	3.70	-3.50	58.26	2.91	-4.00
2052	71.40	3.57	-3.50	55.93	2.80	-4.00
2053	68.90	3.45	-3.50	53.70	2.68	-4.00
2054	66.49	3.32	-3.50	51.55	2.58	-4.00
2055	64.16	3.21	-3.50	49.49	2.47	-4.00
2056	61.92	3.10	-3.50	47.51	2.38	-4.00
2057	59.75	2.99	-3.50	45.61	2.28	-4.00

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APPENDIX B

GLOBAL INSIGHT POPULATION REPORT

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**A Forecast of Population
(2000-2050) for Counties in California
including the County of Riverside**

Submitted to:

Inland Empire Tobacco Securitization Authority

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Executive Summary

The US Census measured the population of the State of California at 33,871,648 in 2000. We project that it will reach 54,793,466 in 2050. For the County of Riverside ("Riverside County"), we project that the population will grow to 2,323,640 in 2010, to 2,956,802 in 2020, to 3,531,400 in 2030, to 4,097,398 in 2040, and to 54,793,466 in 2050. California as a whole will continue to grow more slowly than Riverside County throughout the forecast period. The result is an increase in Riverside's share of the state population from 4.56% in 2000 to 6.14% in 2010, 7.02% in 2020, 7.62% in 2030, 8.09% in 2040, and 8.53% in 2050.

Global Insight Population Projection

Year	California Population	Riverside County Population	Riverside County Share of State (%)
2000	33,871,648	1,544,547	4.56%
2010	37,844,294	2,323,640	6.14%
2020	42,119,682	2,956,802	7.02%
2030	46,343,836	3,531,400	7.62%
2040	50,647,692	4,097,398	8.09%
2050	54,793,466	4,673,882	8.53%

In order to forecast over fifty years the share of California population that will reside in each of the state's counties, we must understand the determinants of population growth and change both in individual counties and in the State of California as a whole. The US Bureau of the Census projections of fertility and mortality by age, sex, and ethnic group has been applied to the current population of California counties. In addition, Global Insight's economic models of the US, the State of California, and the metropolitan areas of California have been used to project migration to and from California counties. The migration component of demographic change consists of in-migration from abroad, from other US states, and from other California counties; and in the other direction, out-migration to such jurisdictions.

Global Insight projects that the California economy will expand at approximately the same rate as the U.S. average through this decade. Although its leading edge high technology industry and strategic geographic linkages with respect to Asian trade have been and will continue to be a significant source of growth for California, the big negative for the state relative to the rest of the U.S., especially compared to the southern and western parts of the country, are high costs of living and doing business. Thus California's economy will grow considerably faster than the Northeast and Midwest, but we project that it will trail the rest of the Sun Belt. We project that California will continue to gain population through migration, but that positive net domestic migration to the state from the rest of the U.S. will cease this decade. In our forecast, international immigration will continue, however, to provide the state with a significant net migration inflow. Thus, we project that the state's population will grow at a faster rate than that of the U.S.

Within California, we project that the high costs of living and of doing business in Silicon Valley and the Bay Area will result in the relative movement of jobs and people to the Central Valley areas. In Southern California, a shift in the geographic focus of growth will also occur. We project that the densely settled Southern California counties of Los Angeles and Orange will experience significant outflows of population to Riverside, San Bernardino, and other counties.

In the 1970s, Riverside County's population grew a healthy 3.8% annually. By the time the 1980s swung around, though, Riverside was beginning to benefit from the booming Southern California economy. As population and home prices swelled along the coast, workers moved in large numbers to Riverside. The County's annual population growth averaged 5.9% during this decade. In the 1990s, California experienced a recession, and Riverside's population growth slowed to 2.7%. By now, Riverside was becoming more than just a bedroom community for Los Angeles and San Diego commuters, but also—combined with next-door San Bernardino County—a metropolitan area in its own right. Thus when economic growth took off again in the late 1990's and early part of the next decade, Riverside's popularity spiked as well. From 2000-05, Riverside's population growth averaged 4.5%. Again, skyrocketing home prices along the coasts pushed workers inland, and one of their first stops were the relatively affordable and already well-established communities of Riverside.

These recent decades of growth, however, have in turn affected Riverside's affordability. In April 2007, the median price of a single family home in Riverside County was \$409,000. This was still affordable compared to its neighbors: San Diego's median home price was \$490,000, Los Angeles' was \$540,000 and Orange County's was \$629,000. But San Bernardino's median home price was \$370,000, and Kern County's was \$265,000. From 2006-10, Riverside's population growth will decelerate to 3.4% as affordability and land availability issues push people north to San Bernardino, Kern, and out of California; this will touch off a gradual decline in the rate of population growth for the County that will continue through 2050. In the decade following 2010, population growth will average 2.4% annually, in the decade following 2020, it will average 1.8% annually, and after 2030, it will average 1.5% a year. Despite this deceleration, Riverside will still outpace the state's population growth, and its share of California's population will increase each decade.

Our model was constructed from widely accepted economic and demographic principles and Global Insight's long experience in building econometric forecasting models. A review of the economic and demographic research literature indicates that our model is consistent with the prevalent consensus among economists and demographers concerning growth in the population of California. We considered the impact of fertility/birth rates, mortality rates/life expectancy, migration (including international, domestic, and inter-county migration within California), age, gender, and ethnicity, as well as the business cycle, land area and usage, water resources, and environmental risks such as earthquakes. After extensive analysis, we found the following variables to be relevant in building an empirical model of California population through 2050 by county, indicating changes through the period in the county shares of the total population: births, deaths, and migration (international, domestic and county-to-county). The projections and forecasts are based on reasonable assumptions regarding the future paths of these factors.

Disclaimer

The projections and forecasts included in this report, including, but not limited to, regarding the future population of Riverside County, are estimates, which have been prepared on the basis of certain assumptions and hypotheses. No representation or warranty of any kind is or can be made with respect to the accuracy or completeness of, and no representation or warranty should be inferred from, these projections and forecasts. The projections and forecasts contained in this report are based upon assumptions as to future events and, accordingly, are subject to varying degrees of uncertainty. Some assumptions inevitably will not materialize and, additionally, unanticipated events and circumstances may occur. Therefore, for example, Riverside population inevitably will vary from the projections and forecasts included in this report and the variations may be material and adverse.

INTRODUCTION

The goal of this research is to forecast the share of California's population, over the next fifty years, that will reside in Riverside County. In order to do this we must understand the determinants of population growth and change both in Riverside County and in the State of California. We view the problem as having two broad dimensions, one demographic, the other economic.

Population changes for two reasons. The first is demographic and is the natural rate of increase due to a higher number of births than of deaths. The second reason is economic, as economic conditions are the primary determinant of migration flows. The natural increase in population as a result of births to female residents of the state and of Riverside County is a relatively predictable phenomenon. The number of births per female, or the fertility rate, has been extensively studied and documented. It is a function primarily of the age and ethnic composition of the population. Similarly, the predicted number of deaths in a population is described by a mortality rate, which varies most importantly with the age distribution of the population, but also with ethnic and sex characteristics.

We use the cohort component method of population projection to forecast the natural increase in population for each of the counties of the State of California. This method is described in Chapter 1. It is acknowledged by demographers and economists as the most credible methodology in population projection and is the methodology used by the US Bureau of the Census in its population projections for the US.

This methodology generates our forecast of Riverside County's population and its proportion of total California population. In order to accomplish this we began with the base population of each California county, a fully detailed age/race/sex description of the existing population. For instance, we identified, for each single year of age, the number of residents of each sex and ethnic category. These base numbers were the starting points of our projections, and are calibrated to match the tabulation of the 2000 U.S. Census. From this distribution we can predict, with a high degree of confidence, the number of births and deaths in any given year, as we "age" the population one year for each succeeding year. The U.S. Bureau of the Census ("Census") provides projections of fertility and mortality rates by age/sex/race for each year until 2050. The Census projections are the sole source of credible projections for these rates, and we have used them in our modeling.

The second major source of population change, migration, is primarily influenced by economic factors. The economic view is that people, depending upon many factors including their income, occupation, and stage of life, have preferences as to where they would like to reside. Geographical amenities, such as mountains or beaches, are important, as are social and cultural ones. Of course, costs of living vary significantly at varying locations, as do the availability of employment and its remuneration. The latter factors are a function of business location decisions, which are determined by myriad economic factors, and the state and structure of the economy.

There are three types of migration to consider. First, international migration is driven by social, economic, and political conditions in foreign countries relative to those of the US. The decennial Census enumeration does not distinguish between legal and unauthorized immigrants. We use Census projections of immigration to the US by country of origin and the observed distribution of those immigrants among California counties, to project international immigration by county during the forecast period, up to the year 2050.

Second, domestic migration between California and other states, encompassing both in-migration to California and out-migration from California, has been a key factor in explaining California population growth trends. This has been, and will continue to be, a function of relative economic conditions in California versus the rest of the U.S., which can cause business and labor to enter or leave the California economy. Similarly, movement within the counties of California is determined by relative economic and social conditions across the disparate regions and counties of California. In both of these cases of domestic migration, we have extensively examined the county-to-county migration tally of the Internal

Revenue Service. Our forecasts of future movements are consistent with Global Insight's U.S., state and metropolitan area economic forecasts. In these models we assume that population and the labor force follow jobs through migration, and that relative rates of economic growth determine local area employment. These projected migration flows are then incorporated into the cohort component methodology in order to incorporate their impact on future births and deaths.

This report is organized as follows: Chapter 1 describes the methodology used to project population by county for 50 years. Chapter 2 describes demographic forecasts for the US. The economic outlook for the nation and the state is presented in Chapter 3. Chapter 4 discusses the population forecast for the state. Chapter 5 discusses Riverside County's economic and population forecast and the forecast of its share of California population. In Chapter 6 we discuss alternative projections.

Chapter 1 Demographic Methodology

Global Insight's population model is designed to forecast the county-by-county population of California from 2000 to 2050, in order to provide the county population shares used in the determination of the payments made to the County under the ARIMOU. We believe that the size of population in the future is best forecast by incorporating all of the changes in the components of population, which are reflected in the actual numbers, such as the number of births, the number of deaths, the number of immigrants, and the number for domestic migration. As a result we have chosen not to forecast the county population share directly, but to forecast the population of each and every county in California and subsequently calculate the county population share. The county population is forecasted by the cohort component method, which is based on the traditional demographic accounting system:

$$\text{Population}_t = \text{Population}_{t-1} + \text{Birth}_t - \text{Death}_t + \text{Net Domestic Migration}_t + \text{Net International Migration}_t$$

where $t = 2000, \dots, 2050$.

Each component is forecasted for each age cohort based upon sex and ethnicity. The methodology is outlined below.

Natural Increase

A. Births

The forecast for births by ethnic group uses the national fertility rate by ethnic group projected by the U.S. Census Bureau based on data from the National Center for Health Statistics. The fertility rates are calculated for women aged 10 to 49 years old by the five race and ethnic origin groups for each year from 2000 to 2050. Once the total number of births is calculated by applying the rate to each childbearing age group, 1990–1998 national birth sex ratios are applied by ethnic group to allocate forecast births of males and females.

B. Deaths

The forecast for deaths by sex and ethnic group uses the national mortality rate projected by the U.S. Census Bureau based on data from the National Center for Health Statistics. These mortality rates for the forecasting period are calculated for each sex from 0 to 100 years of age and for five race and ethnic origin groups, at annual frequency from 2000 to 2010 and in five-year increments from 2015 to 2050. The total number of deaths is calculated by applying the rate to each age cohort by sex and ethnicity.

Migration

A. International Migration

International migration to California is projected first and allocated into counties. Since this projection depends on immigration policy, the U.S. Census forecast on immigration is taken as a benchmark. The state forecast for immigration is calculated using the historical proportion of immigrants to California out of total U.S. immigrants. Historically, immigration has been a relatively stable component of population change; during the 1990s the annual inflow to California varied between 201,253 and 288,553, a difference of 0.03% of state population. Once the state forecast is calculated, the historical proportion of immigrants to each county relative to the state is applied to allocate the number of immigrants to counties. To keep the cohort component method, this county figure is allocated into ethnic groups by sex and age. The historical ethnic group proportions for each county and the historical age distribution of immigrants to the state are used for this allocation.

B. Domestic Migration

Domestic migration is the most volatile component because it depends on economic trends and regional development. The California state population forecasts by the U.S. Census, the California Department of Finance, the UCLA Anderson Forecast, and the Center for Continuing Study of the California Economy deviate from each other, mostly because they have different forecast models for this component.

Our forecast uses Global Insight's State and Metropolitan Area macroeconomic forecasts and the IRS migration data collected from tax returns to forecast domestic migration. First, the size of state migration is forecast. This provides the benchmark for the sum of counties' net domestic migration annually. Second, forecasted relative rates of metropolitan area economic growth are combined with historical IRS county-to-county migration data to allocate domestic migration across the counties. In addition, adjustments are made based on qualitative judgments of Global Insight analysts.

The IRS migration data is collected by comparing the Social Security number of individual tax returns for two consecutive years, a process repeated each year. The IRS data contains the number of residents migrating from one county to another. It provides the historical benchmarks of the distribution across counties of migration flows to which we apply our economic forecasts of future migration.

The age distribution catches the characteristics of county-to-county migration. The counties that have the UC educational institutions, for example Los Angeles County, San Diego County, and Alameda County, have in-migration for the age group in the late teens, representing incoming college students, but out-migration for the age group in the early twenties, driven by students graduating and moving away. This relative pattern is kept even in the period of out-migration, i.e., relatively small out-migration in absolute value for the late-teens age group, and large out-migration in absolute value for the early-twenties age group.

Chapter 2

US Population and Demographics

The US population is projected by the Bureau of the Census to expand at an annual rate of 0.8% between 2000 and 2020, with the rate of increase then slowing to near 0.6% per year by 2050. The population growth rate rose as the baby boomers passed through their prime childbearing years, producing an “echo” of the post-war baby boom. Births peaked in 1988, at 4.4 million, matching the previous highs of the late 1950s and early 1960s.

Increasing life expectancy and high net immigration are key factors in the expansion of the population. The mortality rates contained in the Census forecast reflect ongoing improvements in health care, nutrition, and general living standards. Life expectancy is projected to rise throughout the forecast period for both men and women. Death rates rise slightly over the forecast period. This is entirely the result of the aging population, as survival rates at every age rise over the forecast horizon. Relatively low fertility rates (compared to historical experience) and high immigration dictate that a rising share of the U.S. population will consist of persons born abroad.

Results of the 2000 census put the unadjusted U.S. population at 281,421,906. As anticipated, the Mountain states region led all regions in growth by a wide margin. This region’s 33.0% increase since 1990 is almost triple the U.S. rate of 13.2%. The primary reason is domestic migration from other regions, though a relatively youthful population in the Mountain states also leads to higher birth and lower death rates than the U.S. average. Population growth in the Pacific region, consisting of California, Washington, Oregon, Alaska, and Hawaii, at 15.1%, also exceeded the U.S. average. The Northeast and Midwest regions grew at rates below the average, with the Northeast states trailing the other regions at just 5.5% growth for the decade.

The 2000 results were generally consistent with trends through the 1990s, though California and Massachusetts have seen significant turnarounds from sluggish growth earlier in the decade. Georgia was the fastest growing state outside the Mountain region, while Minnesota was the fastest growing Midwestern state. Although a few states such as Hawaii, North Dakota, and Pennsylvania posted occasional year-to-year net losses in population during the 1990s, every state’s population rose, at least mildly, during the decade as a whole.

These trends are a continuation of the very long-term shift in U.S. population towards the South and West. The migration became noticeable with the decline of Rust Belt manufacturing, but has, in fact, been ongoing since World War II. The major domestic migration flows among regions from 2000 to 2006 were outflows of 1,800,000 from the Northeast and 1,100,000 from the Midwest, and inflows of 2,600,000 to the South, and 300,000 to the West. Among states, the largest net gainers from domestic migration were, in order, Florida, Arizona, Texas, Georgia, North Carolina, and Nevada. The largest losers were New York, California, and Illinois.

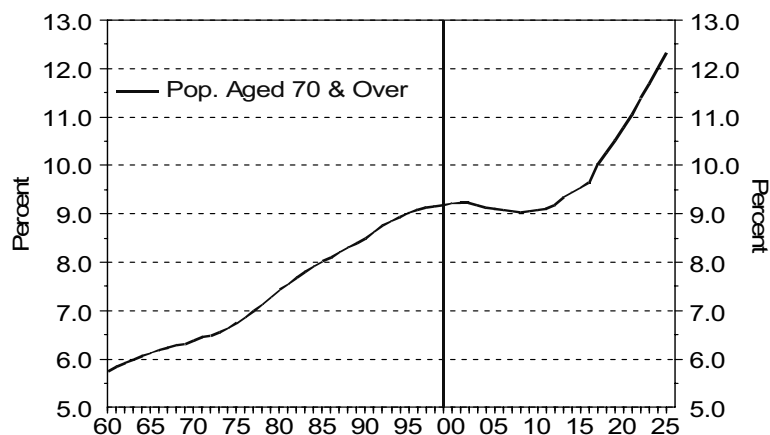
International migration, on the other hand, is dominated by a different set of states. Of U.S. net migration of 5.3 million from 2000 to 2004, gains of 1,700,000 occurred in California, and New York, Texas, and Florida accounted for another 2,300,000. In California’s case, it more than offset domestic out-migration of 950,000. In New York, foreign immigration offset part of a domestic outflow of 1,200,000.

Through the end of this decade, Global Insight expects the Mountain region to continue adding to its population more quickly than any other region in the U.S. The Mountain states’ population is projected to reach 23 million in 2010. This will reflect a 25% increase in population over the decade, far outpacing the South Atlantic region, for which the corresponding cumulative increase is projected to be 17%. The Pacific region is projected to grow more slowly, by 11%.

Population growth will not be distributed evenly over all of the age cohorts. The proportion of the population age 70 and over has risen rapidly, from less than 3.0% in 1900, to 5.8% in 1960 and 8.5% in 1990. This proportion will remain in the 9.0% range through 2015, and then rise to 12.3% by 2025. (See Figure 1) The 16-to-65 age group (the working-age years) will grow at an average annual rate of 0.5%

from 1999 to 2025, while the 65-and-over age group will display a more rapid growth rate of 2.4% over the same period. The population is gradually aging as the nation adjusts to a lower-than-historically-experienced fertility rate.

FIGURE 1
Proportion of Population Aged 70 & Over



Birth Rates:

Consistent with Census projections, the number of births in the United States is projected to increase progressively throughout the projection period. The Asian and Hispanic-origin populations are expected to experience the most dramatic increase in the number of births. The non-Hispanic white share of births is projected to decrease throughout the 21st century; all other groups will increase their share of births. By the middle of the 21st century, two of every five births are expected to be non-Hispanic white, one in three will be Hispanic, one in five will be black, and one in 11 will be Asian.

Projected birth rates are calculated using the Census Bureau fertility rates. The Census Bureau states that the “total fertility rate for the United States has remained fairly constant since 1989. As of 1997, the total fertility rate was 2,032.5 births per 1,000 women,”¹ where the total fertility rate (2.03) represents the average number of children that each woman would bear in her lifetime. The Census Bureau bases their fertility assumptions on demographic theory, analyzed past and current national and international fertility trends, and input from data on birth expectations from a national survey.² However, as birth expectations data for non-Hispanic American Indians and non-Hispanic Asian and Pacific Islanders are deficient, the Census Bureau has assumed that they will converge to a total fertility rate of 2,100 per 1,000 women (2.1) by the year 2025. Short-term fertility assumptions include non-Hispanic American Indian and non-Hispanic Asian and Pacific Islander total fertility rates declining by .006 and .002, respectively, from 1998 through 2025. Long-term fertility projections incorporate the assumption that rates for each race and Hispanic origin category will move downward toward the “replacement level,” reaching 2.1 in 2150. “However, the rate[s] of increase or decrease to the total fertility rates differ among the five race and Hispanic origin groups.”³ These fertility rates, cited in Table 1, form the basis for the Global Insight forecast.

¹ Source: Hollmann, Frederick W.; Mulder, Tammany J.; Kallan, Jeffrey E.; US Census Bureau, *Methodology and Assumptions for the Population Projections of the United States: 1999 to 2100*.

² Ibid.

³ Ibid.

Table 1: Projected Total Fertility by Race & Hispanic Origin per 1000 Women

Race and Hispanic Origin	1999	2025	2050	2100
Total Fertility Rate	2047.5	2206.8	2219.0	2182.9
White, Non-Hispanic	1833.0	2030.0	2043.3	2070.0
Black, Non-Hispanic	2078.4	2120.0	2113.3	2100.0
American Indian, Non-Hispanic	2420.6	2270.0	2233.3	2160.0
Asian, Non-Hispanic	2229.0	2171.2	2154.5	2121.2
Hispanic Origin	2920.5	2677.3	2562.8	2333.8
White	2009.5	2210.2	2230.1	2198.0
Black	2121.9	2164.1	2159.1	2131.0
American Indian	2506.6	2366.3	2329.4	2224.3
Asian	2277.4	2205.8	2180.8	2134.7

Source: Hollmann, Frederick W.; Mulder, Tammany J.; Kallan, Jeffrey E.; US Census Bureau, *Methodology and Assumptions for the Population Projections of the United States: 1999 to 2100*. (Middle Series)

Fertility trends for all race and Hispanic origin groups are as follows: non-Hispanic black fertility rates have declined since 1993 and have converged towards non-Hispanic white rates, while the Hispanic and Asian-Pacific Islander groups have generally maintained higher fertility rates. The latter groups are comprised largely of foreign-born populations that generally sustain higher fertility rates than native women of the same race and origin.

In addition to the general and total fertility rates the Census Bureau publishes, the Census Bureau has further broken down fertility rates to be age- and race-specific. For the purposes of this Global Insight population projection, Census Bureau age- and race-specific fertility rate projections were used. The Census Bureau has derived fertility rates for women of four racial groups (Asian and Pacific Islander, Black, American Indian and Aleut, and White) and with or without Hispanic origin. (As with all fertility rate estimates, these figures are given for women between the ages of 10 and 49, those years in which women are deemed able to give birth). This differentiation of fertility rates according to race and Hispanic background reflects the influences of cultural background, including desired family size, which in turn influence fertility rates. Accordingly, the Census Bureau estimates that the fertility rate for a 30 year-old anywhere in the U.S. varied according to race and Hispanic origin. This variance in fertility rates with regard to race and Hispanic origin is extremely important in calculating fertility rates across the nation, but has particularly great implications in the case of California.

California has a vastly diverse ethnic and racial make-up, due in large part to the steady stream of immigrants entering the state. As the percentage of the non-Hispanic white population decreases, the percentage of other racial and ethnic groups will increase. Thus, California's population is likely to grow, at least initially, more rapidly than the population of the U.S. overall, because the percent share in the state population comprised of racial groups with higher fertility rates is greater than these groups' relative population share nationwide. This increased birth rate coincides with the remarkable racial diversity in this geographical area, a diversity based to a considerable degree on immigration. It has been found that immigrants maintain the characteristics of their native culture upon entering the United States.

Mortality Rates:

Global Insight used Census Bureau mortality rates that are, like the fertility rates, age- and race-specific. In general, the Census Bureau reports that at present significant mortality differentials exist between males and females and between race and ethnic groups. Data on birth rates and life expectancy exist for whites and blacks. However, for other race and ethnic groups, data are too scarce to identify trends over time. (See Table 2.) Throughout the 20th century, differentials in life expectancy between males and females, and between blacks and whites, have been quite irregular, increasing in some periods and decreasing in others. During the 1990s, the differentials between males and females, and between blacks and whites, have tended to narrow. By 1997, life expectancies for males and females had reached 73.6 and 79.4 years, respectively.⁴

Table 2
Projected Life Expectancy at Birth by Race and Hispanic Origin, 1999 to 2100
(Middle Series)*

Race and Hispanic Origin	1999	2025	2050	2100
Total Population (Male)	74.1	77.6	81.2	88.0
Total Population (Female)	79.8	83.6	86.7	92.3
White, Non-Hispanic (Male)	74.7	77.8	81.1	87.6
White, Non-Hispanic (Female)	80.1	83.6	86.4	91.8
Black, Non-Hispanic (Male)	68.4	73.6	78.5	86.9
Black, Non-Hispanic (Female)	75.1	80.5	84.6	91.5
American Indian, Non-Hispanic (Male)	72.9	78.4	82.2	88.5
American Indian, Non-Hispanic (Female)	82.0	86.5	89.2	93.6
Asian, Non-Hispanic (Male)	80.9	82.4	84.8	89.4
Asian, Non-Hispanic (Female)	86.5	87.7	89.7	93.4
Hispanic Origin (Male)	77.2	80.0	83.0	88.6
Hispanic Origin (Female)	83.7	86.1	88.4	92.9

*US Census Bureau designation that represents the population breakdown according to current trends

⁴ *Ibid.*

Chapter 3

Economic Outlook

US Economic Overview

The U.S. economy is now in a period of moderate expansion. Real GDP growth is projected to average 3.0% per year in the period from 2005 through 2010—down from 3.9% annual gains from 1995 to 2000. Over the long-term period of 2005-2050, real GDP growth is forecast to average 2.8% annually, about the same rate as the average of the past 25 years. The economy's underlying growth will slow after 2010, as baby boomers begin to retire, slowing labor force growth. Greater business fixed investment and R&D spending will offset the slowdown in labor force growth, but eventually the effects of weaker labor force growth will become dominant and self-perpetuating. As output growth drops off, business fixed investment rises more slowly, limiting capital stock growth and thus future output gains. Slower long-term increases in the labor force indicate more moderate long-term employment growth. Total civilian employment will rise at an average annual rate of 0.9% from 2007 to 2050. Manufacturing's share of total employment will continue to decline over the forecast period, falling to less than 7% by 2050, from just under 11% in 2005. Global Insight projects that Core Consumer Price Index inflation (which excludes food and energy) will average 2.6% from 2005 to 2050, significantly less than the 4.4% average from 1977-2005. The Consumer Price Index itself, a broader measure of inflation, should average 2.4% per year.

Pacific Region

The Pacific region (PR), consisting of California, Alaska, Hawaii, Washington, and Oregon, was a national leader in job growth in the late 1990's and into 2000, when its employment growth trailed only the Mountain region. The PR's largest state economy, California, was a powerhouse of job growth in those years, with 74% of all the non-agricultural jobs in the PR located within its borders. In 2001, however, came the tech bust, and California was hit hard. The PR's job growth slowed abruptly to 0.5% in 2001, and plunged into contraction in 2002, as cities like San Jose, San Francisco, Seattle, and Portland lost scores of jobs. Both the California and the Oregon state economies remained in contraction until 2003, and this hampered the region's efforts to regain positive employment growth. By 2004, an economic resurgence was well underway both nationally and within the region, and job gains in the PR became solidly positive again.

From 2007-12, the region will average 1.2% annual job growth, a very solid performance, though the spotlight has now shifted to the Mountain (1.9% forecasted average growth through 2012), South Atlantic (1.6%), and West South Central (1.5%) regions. These regions are currently drawing residents and businesses at an incredible rate, due to their low costs and good quality of life. In fact, nearby states like Nevada have made boldly public attempts to woo California businesses and residents, and the state may be forced to take a look, in the near future, at its reputation for having a poor business climate.

California:

As mentioned above, California's powerhouse economy hit a wall in 2001. The crisis in the tech sector plunged the state into three years of negligible employment growth, which in turn affected growth in the region. Since mid-2003, the state has been in rebound mode; annual employment growth registered 1.2% in 2004, and gains have been accelerating since then. But California is no longer the driving economic force of the Pacific Census Region. Employment in the Golden State was 1.9% in 2006, compared to Washington (3.0%), Oregon (3.0%), Hawaii (2.5%) and Alaska (1.6%). We expect that trend will continue, as California, which was the region's growth leader in 1995-2000, remains at the bottom of the pack in the region over the next five years.

Yet despite the tech bust, the electricity crisis, the threat of wildfires and other setbacks, California's economy is healthy, though it is expanding much more slowly than in the latter part of the 1990s. Construction and services, which are generating the fastest job growth and largest number of new jobs, respectively, have been the brightest parts of California's employment picture over the past few years. Residential real estate in 2005 in California hit both record highs and record lows: home sales and the median home price reached record high levels. New housing starts declined significantly in 2006 and home price appreciation moderated in the coastal metro areas. All of these signals point to a softening real estate market.

California's export shipments of merchandise in 2006 totaled \$128 billion, ranking California second only to Texas (\$151 billion) among the states in terms of total exports in 2006. California was knocked out of the number-one export spot in 2002 by Texas, as the Golden State's high-tech slump and West Coast port shutdown allowed Texas to push ahead. High-technology goods exports (computers and electronic products) make up a substantial portion of California's total exports, which is why the tech bust had such a sizeable effect on exports. Computers and electronic products alone accounted for 35%, or \$44.5 billion, of California's total merchandise exports in 2006. Only in Colorado does the high-tech sector dominate overall exports, at 51%. In raw terms, however, Colorado exports less than 10% the dollar value in high tech as does California. California's next two largest sector exports are machinery manufactures (2006 exports of \$14.9 billion) and transportation equipment (\$13.5 billion). In dollar terms, California's leading manufactured export growth category in 2006 was transportation equipment.

Table 3
Employment Growth: California and the Pacific Region

State/Region	Employment Annual Growth % 1995-2000	Employment Annual Growth % 2007-2012
Pacific Region	2.8	1.2
Oregon	2.8	1.5
Washington	2.8	1.3
Hawaii	0.5	1.3
California	3.0	1.1
Alaska	1.5	1.0

California's job growth remains uneven in both sectoral and geographic terms. Since the bursting of the tech bubble, Southern California has led the state in terms of job growth, but in the fall of 2006—for the first time since 2000—all CA metros registered job gains, and Bay Area metros finally saw payrolls rising. While the Bay Area is finally back on track, the more rural southern Central Valley continues to struggle to overcome its high unemployment rates—partially due to the seasonality of agricultural work.

Although the boom years are past, California's economy will perform solidly over the next five years. California nonagricultural employment is expected to grow by 1.1% from 2007 to 2012, while the U.S. job total, reflecting a slightly faster rate of increase, will rise by a projected 1.2% during the same period.

Professional and business services will dominate the state's job growth over this period, expanding by an average of 2.6% annually. Although it is a small sector, transportation and warehousing will also grow at a high and sustained rate (2.6% annually), propelled by port activity. The winding down of the real estate boom will result in losses of construction jobs through 2009, with a decline of over 50,000 jobs from the peak of 931,000 early in 2006. Population and employment gains will create 5.4% personal income growth through 2012.

In the long term (2012 through 2050), we project the California economy will converge with the rest of the United States in terms of population growth, employment growth, unemployment rates, and income and wages. As will be the case in much of the nation, the state's manufacturing sector will endure a slow decline, while services industries will further consolidate their already established position as a driver of growth. In the very long term, California's concentration of high-tech companies will be a boon for the state's economy; the tech sector's short-term volatility will be offset by its future gains.

Metropolitan Area Outlook

Table 4 presents our outlook for employment in the California metro areas. As mentioned above, growth in the state will slow through the next five years, and the variance of growth across metros will flatten as well. In the 1990s, the San Francisco Bay area led the state in economic gains, and Silicon Valley's high-technology leadership propelled much of US economic growth. This success created business and housing cost pressures that encouraged growth in the surrounding region, a trend that has continued despite the bursting of the tech bubble and downturns within the San Francisco and San Jose metro areas themselves. Likewise, the San Diego and Los Angeles metro areas have created spillover growth, which continues to benefit Riverside and San Bernardino Counties.

As can be seen in the chart below, we forecast that the trend over spillover growth will persist through 2012, with an increasing number of workers choosing to move out of the Bay Area and the LA and San Diego metro areas and commute from adjoining inland counties. In the coming years, employment growth will be particularly robust in the Riverside-San Bernardino metro area, which will lead all California metros. In fact, job growth in Riverside-San Bernardino will exceed the next best-performing metro area by almost a full percentage point. This is a clear indication that while Riverside-San Bernardino is continuing to benefit from spillover from the coastal counties, it's also now an economic powerhouse in its own right.

Table 4
California Metropolitan Area Outlook

Metro	Employment Annual Growth % 2005-2050
California	1.4
Riverside	2.5
Stockton	1.8
Sacramento	1.8
San Diego	1.6
Fresno	1.5
Merced	1.5
Modesto	1.5
Vallejo	1.5
Oxnard-Ventura	1.4
Visalia	1.4
Bakersfield	1.3
Yuba City	1.3
Chico	1.2
San Jose	1.2
Santa Rosa	1.2
Salinas	1.1
San Fran-Oakland	1.0
Santa Cruz	1.0
Santa Barbara	0.8
Los Angeles-L. Beach	0.5

Chapter 4 California Population

California, located on the Pacific Coast of the United States, received little attention from Europeans for more than three centuries after its first sighting in 1542. Following the establishment of missions late in the 1760s, the first organized group of settlers arrived in 1841 by wagon train from Missouri. Shortly thereafter, the discovery of gold caused immediate, extensive population growth, and in 1850, California became the 31st state. Population growth and immigration have continued to be trademarks of the state since it joined the union. Between 1860 and 1960, the population almost doubled approximately every twenty years. By 1970, California had become the most populous state in the nation, home to almost 20 million persons. In the 30 years through the end of the century, the state gained half again as many residents as it had in 1970. The U.S. Census Bureau recorded California's population at 29,760,021 in 1990 and at 33,871,648 in 2000, for a 10-year gain of 13.8%. This slightly outpaced the corresponding nationwide increase of 13.2%. The Golden State now accounts for 12% of U.S. inhabitants. Although California has been the most populous state for a short segment of U.S. history, 2000 Census figures show that its population now outnumbers the second-place state, Texas, by more than 15 million. The 2000 Census counted 11,502,870 households in California. Estimates by the Census Bureau for 2005 indicate that thus far this decade, California growth of 6.7% since 2000 exceeds the U.S. increase of 5.3%. (On December 22, 2005, the Bureau estimated that the state population was 36,142,147 in 2005.)

According to the U.S. Census, total California population grew by 4,111,627 between 1990 and 2000. More than half this increase occurred in the five large jurisdictions of Los Angeles, Orange, San Diego, Riverside, and San Bernardino counties. Six other counties—Fresno, Santa Clara, Sacramento, Alameda, Contra Costa, and Kern—also each added more than 100,000 people during the decade. From 2000 to 2005, the Census Bureau estimates that the state added over 2 million residents.

An important factor affecting the growing California population is the land capacity of the state. Is there enough land in the state to support the growing population? Without an adequate supply of serviced and developable land, the most basic of new housing factors, it is impossible for homebuilders to build new homes. According to the California Department of Housing and Community Development, as of 1996, land in 35 (of the 58) California counties for which detailed land supply data are available indicate that approximately 3.5 million acres of urbanized land, 32 million acres of public or undevelopable land, and nearly 25 million acres of physically-developable land exists. However, upon closer examination, the latter 25 million acres could not all be "realistically" developed. Excluding land for environmental or other reasons would drastically diminish available developable land in the state. Excluding wetlands and prime and unique farmlands, flood zones, special areas identified by the California Department of Fish and Game, and sites with an Endangered Species Index of 40 or more would reduce developable land supplies to 8.2 million acres. Furthermore, with this reduction in available land, coupled with high density and growth areas, the Department of Housing and Community Development estimated that Los Angeles and Orange counties will run short of developable land between 2010 and 2020.⁵

There may, of course, be other natural-resource related constraints that can impinge upon population growth in particular regions. Water resources availability has long been a focus of public policy in California. We have not incorporated any relative changes in the availability of water across the state. We assume that water capacity will continue to direct development as it has in the past. To the extent that California agriculture is substantially irrigation-based, while soil salination and market factors are likely to reduce the state's extent of irrigated cropland, the conversion of available land from agriculture to other uses may in some circumstances allow the redirection of water supplies currently in place to new nonagricultural consumers.

⁵ Source: California Department of Housing and Community Development: *Report: Raising the Roof—California Housing Development Projections and Constraints 1997-2020*. <http://www.hcd.ca.gov/hpd/hrc/rtr/index.htm>.

In regard to another well publicized issue, much public policy discussion about urban sprawl has occurred in recent years. We assume that prospective new laws and regulations relating to land use and development will not alter the relative population distribution at the county level.

Births and Deaths

The fertility and mortality rates in California vary with both the age and racial composition of the population. Our forecast applies the Census fertility and mortality projections by age, sex, and ethnicity to the California population base.

Migration to California

Migration has had a huge impact on the culture and economy of California, increasing population dramatically. In the forty-year period ending in 1985, substantial numbers of foreign and domestic migrants arrived in California. Total net migration into California trended upwards from 1970 until it peaked in 1988. That year saw record net migration with a positive balance of 420,120 persons moving into the state. Total net migration fell with the recession of the early 1990s. It turned negative in 1992 (as more people left the state than arrived), with a net balance of 23,450 departing California that year. This trend continued, reaching its nadir in 1994 when out-migration accounted for a net of 181,110 persons exiting the state.

For much of the 1990s the continued sizable net inflow of population from foreign countries only partly offset large-scale net out-migration of Californians to other states. The robust economy in the second half of the decade spurred a reversal in this trend, as domestic and foreign in-migration once again became positive in California. The next business cycle, the 2001 recession and the burst of the high technology bubble, and rapidly increasing home prices predictably impacted migration flows. The state lost a net 951,000 residents from 2000 to 2006 to other states, though it added 1.7 million foreign immigrants.

Migration consists of two components: domestic and international migration. Domestic migration, migration between California and the rest of the United States, has had less of an influence on the population of the state than international migration, those immigrants from outside the U.S.

California attracts more foreign immigrants than any other state, and disproportionately more than would simply line up with its status as the nation's most populous state. Immigration, including illegal immigration, has become the largest component of California population growth. Prior to the 1970s swell in immigration, domestic migration drove California population trends. International immigration accounted for less than 10% of the state's population growth from 1940 to 1970. Since 1970, it has accounted for almost 50%.

International immigrants have settled unevenly in California, with Los Angeles County acting as the state's largest magnet for the immigrant population. In 1960, one-tenth of Los Angeles residents were immigrants; by 1990, the share had risen to one-third. This huge upswing in immigrants has also changed the age profile of the state. In 1960, the state reflected the age profile of the United States; by 1990, the state had a much younger population than the rest of the U.S., with decidedly more young workers and fewer retirees. This younger labor force, to a significant degree the outcome of widespread immigration, has contributed to the disproportionate economic growth California has experienced compared to the rest of the nation. Immigrants have acted as a low-cost labor resource, as California natives have consistently been shown to out-earn non-natives. California's large immigrant population has enabled the state's employers to benefit from a fall in labor costs relative to employers in other U.S. states.

California has the largest populations of Spanish-speaking people, American Indians, Chinese, Filipinos, Japanese, Koreans, and Vietnamese in the U.S., as well as the second-largest populations of blacks and Asian Indians in the fifty states. The Golden State's ethnic diversity has grown in the last quarter century, with the array of its racial composition broadening much more quickly than that in the rest of the nation. To compare, once again, the diversity of the national and California populations in 1970 and 1990: in 1970, both the state and national populations were approximately 20% minorities; in 1990, a 25%

contingent of the U.S. population was minorities, whereas almost half of the California population was minorities. The composition of the immigrant flow consists primarily of Mexicans and Central Americans, as well as Asians. On average, immigrants to California as well as to the U.S. in general have a lower level of educational attainment than native-born Americans.

Intra-California Migration

County-to-county migration will be the focus of our examination of population movement within the State of California. As in many areas of the nation, county-to-county migration in California displays a trend of out-migration from urban counties to neighboring suburban counties. However, in California, as the distances between urban and suburban areas increase or decrease with the growing population, urban areas are stretching further and further within counties. As the cost of living rises in urban areas, Global Insight projects that more out-migration to neighboring counties will take place. However, a backlash against increased transportation time and other factors related to extensive suburban development is also apparent, so that large-scale out-migration will simultaneously give rise to movement back into the urban counties, i.e., intra-county and inter-county migration flows back into urban areas from more distant suburbs.

Forecast

Based on information through 2006, we forecast that California population will increase to 54,793,466 by 2050. This represents a compound annual rate of growth of 0.97% since 2000. The growth rate is however, declining over time, from 1.12% in the current decade, to 0.79% from 2040 to 2050. Among the counties of the greater San Francisco Bay Area, we project that only Contra Costa, Napa, and Sonoma will attract net domestic migration. We project that the densely settled Southern California counties of Los Angeles and Orange will experience significant outflows of population to Riverside, San Bernardino, and other counties. International immigration will continue to boost growth in Southern California and in the Central Valley counties. And the generally younger populations in the Central Valley will result in higher rates of natural population increase there going forward.

Chapter 5

Riverside County Outlook

Riverside County is a suburb located just east of Orange County, about equidistant from the cities of Los Angeles and San Diego. It borders San Diego and Imperial Counties to the south, San Bernardino to the north, and the Colorado River on the east. Once largely a bedroom community for commuters, it is now the location of a thriving service-based economy. For years, Riverside has benefited from high home prices along the Southern California coast which have driven migration inland. Now, however, Riverside's cost of housing is pricing some people out of the county. While home prices will encourage families to look further inland for homes, Riverside is still a much better deal than its neighbors to the west. Home ownership rates in Riverside, as of 2005, were 69.4%, well above the 59% state average. We also expect that Riverside's thriving economy will continue to draw new businesses as well as residents, particularly service-oriented industries.

Population

In the 1970s, Riverside County's population grew a healthy 3.8% annually. By the time the 1980s swung around, though, Riverside was beginning to benefit from the booming Southern California economy. As population and home prices swelled along the coast, workers moved in large numbers to Riverside. The County's annual population growth averaged 5.9% during this decade. In the 1990s, California experienced a recession, and Riverside's population growth slowed to 2.7%. By now, Riverside was becoming more than just a bedroom community for Los Angeles and San Diego commuters, but also—combined with next-door San Bernardino County—a metropolitan area in its own right. Thus when economic growth took off again in the late 1990's and early part of the next decade, Riverside's popularity spiked as well. From 2000-05, Riverside's population growth averaged 4.5%. Again, skyrocketing home prices along the coasts pushed workers inland, and one of their first stops were the relatively affordable and already well-established communities of Riverside.

These recent decades of growth, however, have in turn affected Riverside's affordability. In April 2007, the median price of a single family home in Riverside County was \$409,000. This was still affordable compared to its neighbors: San Diego's median home price was \$490,000, Los Angeles' was \$540,000 and Orange County's was \$629,000. But San Bernardino's median home price was \$370,000, and Kern County's was \$265,000. From 2006-10, Riverside's population growth will decelerate to 3.4% as affordability pushes people north to San Bernardino, Kern, and out of California; this will touch off a gradual decline in the rate of population growth for the County that will continue through 2050. Continued growth will also directly lead to declining land availability as will conservation efforts such as the Coachella Valley Multiple Species Habitat Conservation Plan, which aims to conserve over 240,000 acres of open space. In the decade following 2010, population growth will average 2.4% annually, in the decade following 2020, it will average 1.8% annually, and after 2030 it will average 1.5% a year. Despite this deceleration, Riverside will still outpace the state's population growth, and its share of California's population will increase each decade.

Demographic Characteristics

In recent decades, particularly during the last (1990-2000), California experienced a striking acceleration in ethnic diversification. The 2000 Census showed that the statewide Hispanic population rose to 32.4% of the California total from 26.0% ten years earlier; for the Asian-Pacific Islander group, the corresponding rise in share was from 9.2% to 11.2%. As a result, the non-Hispanic white proportion of the state population has declined significantly, and is projected to continue declining. The state's African-American share also declined, from 7.4% in 1990 to 6.7% in 2000.

Comparability of 1990 and 2000 US Census data is complicated by the fact that the 2000 enumeration instituted, for the first time, an option for persons to identify themselves as mixed race. In previous

tabulations, the Census disaggregated race by: white, black, Native American, Asian-Pacific Islander, and other. In 2000, respondents could identify themselves as either “other race” or a particular mix of races. The 1990 US Census recorded 13.2% of Californians in the “other race” category; the 2000 Census showed 4.7% and 16.8% of state residents in, respectively, the mixed race and other race categories. The US Census has consistently tabulated Hispanic/non-Hispanic origin separately from other ethnic categories, specifying that Hispanic respondents may be of any race.

Table 4 displays the ethnic group distribution (and the US Census recording methodology thereof) for California and Riverside County in 1990 and 2000.

Table 4 1990 & 2000 US Census Ethnic Distribution, California and Riverside County

Category	California		Riverside County	
	1990	2000	1990	2000
White	69.0%	59.5%	76.4%	65.6%
Black	7.4%	6.7%	5.4%	6.2%
Asian-Pacific Islander	9.6%	11.2%	3.6%	4.0%
Native American	0.8%	1.0%	1.0%	1.2%
Other Race	13.2%	16.8%	13.6%	18.7%
Mixed Race*	-	4.7%		4.4%
(Separate Tabulation)				
Hispanic	25.8%	32.4%	26.3%	36.2%
Non-Hispanic	74.2%	67.6%	73.7%	63.8%

*Option for respondents to identify themselves as mixed race was introduced in 2000.

Riverside County’s population is slightly less diverse than that of California as a whole Whites make up 66% of the population, substantially more than the 59% of the state, and the Asian population share is less than one-half that of the state. The Hispanic population share, though, is higher than that of California, 36% versus 32%.

Natural increase—measured by the annual number of births minus annual deaths—is the most predictable component of demographic change. The distribution of ethnic groups in Riverside County is correlated with slightly higher fertility rates than that of the state, so natural increase projections for the county are slightly higher than that of the state. The county’s age cohort distribution is illustrated in Table 5. The population is relatively young, with a high proportion of the child-bearing age this decade. That cohort will keep the number of births relatively high. In 2005, the number of births in the county exceeded 30,000 for the first time.

Table 5 Age Cohort % Distribution in Riverside Co. Compared With State and US

Age	Riverside Co.	California	US
Under 5	8.5	7.3	6.8
5-under 10	9.1	8.0	7.3
10-under 15	8.0	7.6	7.3
15-under 20	9.3	7.2	7.2
20-under 25	8.3	7.0	6.7
25-under 35	19.2	15.4	14.2
35-under 45	17.5	16.2	16.0
45-under 55	8.8	12.8	13.4
55-under 60	3.3	4.3	4.8
60-under 65	2.9	3.4	3.8
65-under 75	3.6	5.6	6.5
75-under 85	1.2	3.8	4.4
85+	0.2	1.3	1.5

** Riverside cohort percentage larger than that for corresponding age group for both state and nation

Source: 2000 US Census, Profile of General Demographic Characteristics

Note: Columns may not add up to 100% due to rounding

Migration

Foreign immigration this decade has averaged over 7,000 persons per year, but net domestic migration is a far larger factor in driving Riverside population growth. It has exceeded 50,000 persons per year from 2003 through 2006, with Orange, Los Angeles, and San Diego counties providing the bulk of the inflow. We project that this net inflow will remain strongly positive, but decline gradually over the forecast period, to about half the current rate by 2030.

Riverside County population growth will average 1.9% from 2006 to 2050. The compound annual rate of growth this decade will be 4.2%. The pace of growth will gradually slow to 1.3% in the last decade of the forecast.

Chapter 6 Alternative Forecasts

California Department of Finance

The California Department of Finance (“DOF”) has also projected California county population over a 40-year period. The DOF, in a forecast released July 9, 2007, forecasts that by 2050, total California population would be 59,507,876, 8.6% higher than our 2050 projection of 54,793,466 presented in this document. Our projected state population shares at the county level exceed those of the DOF generally in Southern California. These differences are balanced by somewhat lower projected shares in the Central Valley.

For Riverside County, DOF projects a population of 4,730,922 in 2050, compared to the corresponding projection of 4,673,882 of this report. As a result, DOF’s projected share of the 2050 California population in Riverside County is, at 7.95%, 0.58 percentage points lower than Global Insight's projected share of 8.53%. Table 5 below compares the county projections from Global Insight that form the basis of this report with the projections by California Department of Finance, through the year 2050.

**Table 5
Comparison of Population Projections**

YEAR	Global Insight		CA DOF	
	Riverside Co. Pop.	Share of State	Riverside Co. Pop.	Share of State
2010	2,323,640	6.14%	2,239,053	5.72%
2020	2,956,802	7.02%	2,904,848	6.58%
2030	3,531,400	7.62%	3,507,498	7.12%
2040	4,097,398	8.09%	4,103,182	7.57%
2050	4,673,882	8.53%	4,730,922	7.95%

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APPENDIX C

MASTER SETTLEMENT AGREEMENT

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MASTER SETTLEMENT AGREEMENT

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MASTER SETTLEMENT AGREEMENT

This Master Settlement Agreement is made by the undersigned Settling State officials (on behalf of their respective Settling States) and the undersigned Participating Manufacturers to settle and resolve with finality all Released Claims against the Participating Manufacturers and related entities as set forth herein. This Agreement constitutes the documentation effecting this settlement with respect to each Settling State, and is intended to and shall be binding upon each Settling State and each Participating Manufacturer in accordance with the terms hereof.

I. RECITALS

WHEREAS, more than 40 States have commenced litigation asserting various claims for monetary, equitable and injunctive relief against certain tobacco product manufacturers and others as defendants, and the States that have not filed suit can potentially assert similar claims;

WHEREAS, the Settling States that have commenced litigation have sought to obtain equitable relief and damages under state laws, including consumer protection and/or antitrust laws, in order to further the Settling States' policies regarding public health, including policies adopted to achieve a significant reduction in smoking by Youth;

WHEREAS, defendants have denied each and every one of the Settling States' allegations of unlawful conduct or wrongdoing and have asserted a number of defenses to the Settling States' claims, which defenses have been contested by the Settling States;

WHEREAS, the Settling States and the Participating Manufacturers are committed to reducing underage tobacco use by discouraging such use and by preventing Youth access to Tobacco Products;

WHEREAS, the Participating Manufacturers recognize the concern of the tobacco grower community that it may be adversely affected by the potential reduction in tobacco consumption resulting from this settlement, reaffirm their commitment to work cooperatively to address concerns about the potential adverse economic impact on such community, and will, within 30 days after the MSA Execution Date, meet with the political leadership of States with grower communities to address these economic concerns;

WHEREAS, the undersigned Settling State officials believe that entry into this Agreement and uniform consent decrees with the tobacco industry is necessary in order to further the Settling States' policies designed to reduce Youth smoking, to promote the public health and to secure monetary payments to the Settling States; and

WHEREAS, the Settling States and the Participating Manufacturers wish to avoid the further expense, delay, inconvenience, burden and uncertainty of continued litigation (including appeals from any verdicts), and, therefore, have agreed to settle their respective lawsuits and potential claims pursuant to terms which will achieve for the Settling States and their citizens significant funding for the advancement of public health, the implementation of important tobacco-related public health measures, including the enforcement of the mandates and restrictions related to such measures, as well as funding for a national Foundation dedicated to significantly reducing the use of Tobacco Products by Youth;

NOW, THEREFORE, BE IT KNOWN THAT, in consideration of the implementation of tobacco-related health measures and the payments to be made by the Participating Manufacturers, the release and discharge of all claims by the Settling States, and such other consideration as described herein, the sufficiency of which is hereby acknowledged, the Settling States and the Participating Manufacturers, acting by and through their authorized agents, memorialize and agree as follows:

II. DEFINITIONS

- (a) "Account" has the meaning given in the Escrow Agreement.
- (b) "Adult" means any person or persons who are not Underage.
- (c) "Adult-Only Facility" means a facility or restricted area (whether open-air or enclosed) where the operator ensures or has a reasonable basis to believe (such as by checking identification as required under state law, or by checking the identification of any person appearing to be under the age of 27) that no Underage person is present. A facility or restricted area need not be permanently restricted to Adults in order to constitute an Adult-Only Facility, provided that the operator ensures or has a reasonable basis to believe that no Underage person is present during the event or time period in question.
- (d) "Affiliate" means 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 purposes of this definition, the terms "owns," "is owned" and "ownership" mean ownership of an equity interest, or the equivalent thereof, of 10 percent or more, and the term "person" means an individual, partnership, committee, association, corporation or any other organization or group of persons.
- (e) "Agreement" means this Master Settlement Agreement, together with the exhibits hereto, as it may be amended pursuant to subsection XVIII(j).
- (f) "Allocable Share" means the percentage set forth for the State in question as listed in Exhibit A hereto, without regard to any subsequent alteration or modification of such State's percentage share agreed to by or among any States; or, solely for the purpose of calculating payments under subsection IX(c)(2) (and corresponding payments under subsection

IX(i)), the percentage disclosed for the State in question pursuant to subsection IX(c)(2)(A) prior to June 30, 1999, without regard to any subsequent alteration or modification of such State's percentage share agreed to by or among any States.

(g) "Allocated Payment" means a particular Settling State's Allocable Share of the sum of all of the payments to be made by the Original Participating Manufacturers in the year in question pursuant to subsections IX(c)(1) and IX(c)(2), as such payments have been adjusted, reduced and allocated pursuant to clause "First" through the first sentence of clause "Fifth" of subsection IX(j), but before application of the other offsets and adjustments described in clauses "Sixth" through "Thirteenth" of subsection IX(j).

(h) "Bankruptcy" means, with respect to any entity, the commencement of a case or other proceeding (whether voluntary or involuntary) seeking any of (1) liquidation, reorganization, rehabilitation, receivership, conservatorship, or other relief with respect to such entity or its debts under any bankruptcy, insolvency or similar law now or hereafter in effect; (2) the appointment of a trustee, receiver, liquidator, custodian or similar official of such entity or any substantial part of its business or property; (3) the consent of such entity in any of the relief described in (1) above or to the appointment of any official described in (2) above in any such case or other proceeding involuntarily commenced against such entity; or (4) the entry of an order for relief as to such entity under the federal bankruptcy laws as now or hereafter in effect. Provided, however, that an involuntary case or proceeding otherwise within the foregoing definition shall not be a "Bankruptcy" if it is or was dismissed within 60 days of its commencement.

(i) "Brand Name" means a brand name (alone or in conjunction with any other word), trademark, logo, symbol, motto, selling message, recognizable pattern of colors, or any other indicia of product identification identical or similar in, or identifiable with, those used for any domestic brand of Tobacco Products. Provided, however, that the term "Brand Name" shall not include the corporate name of any Tobacco Product Manufacturer that does not after the MSA Execution Date sell a brand of Tobacco Products in the States that includes such corporate name.

(j) "Brand Name Sponsorship" means an athletic, musical, artistic, or other social or cultural event as to which payment is made (or other consideration is provided) in exchange for use of a Brand Name or Names (1) as part of the name of the event or (2) to identify, advertise, or promote such event or an entrant, participant or team in such event in any other way. Sponsorship of a single national or multi-state series or tour (for example, NASCAR (including any number of NASCAR races)), or of one or more events within a single national or multi-state series or tour, or of an entrant, participant, or team taking part in events sanctioned by a single approving organization (e.g., NASCAR or CART), constitutes one Brand Name Sponsorship. Sponsorship of an entrant, participant, or team by a Participating Manufacturer using a Brand Name or Names in an event that is part of a series or tour that is sponsored by such Participating Manufacturer or that is part of a series or tour in which any one or more events are sponsored by such Participating Manufacturer does not constitute a separate Brand Name Sponsorship. Sponsorship of an entrant, participant, or team by a Participating Manufacturer using a Brand Name or Names in any event (or series of events) not sponsored by such Participating Manufacturer constitutes a Brand Name Sponsorship. The term "Brand Name Sponsorship" shall not include an event in an Adult-Only Facility.

(k) "Business Day" means a day which is not a Saturday or Sunday or legal holiday on which banks are authorized or required to close in New York, New York.

(l) "Cartoon" means any drawing or other depiction of an object, person, animal, creature or any similar caricature that satisfies any of the following criteria:

(1) the use of comically exaggerated features;

(2) the attribution of human characteristics to animals, plants or other objects, or the similar use of anthropomorphic technique; or

(3) the attribution of unnatural or extrahuman abilities, such as imperviousness to pain or injury, X-ray vision, tunneling at very high speeds or transformation.

The term "Cartoon" includes "Joe Camel," but does not include any drawing or other depiction that on July 1, 1998, was in use in any State in any Participating Manufacturer's corporate logo or in any Participating Manufacturer's Tobacco Product packaging.

(m) "Cigarette" means any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use, and consists of or contains (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; or (2) tobacco, in any form, that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette; or (3) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in clause (1) of this definition. The term "Cigarette" includes "roll-your-own" (i.e., any tobacco which, because of its appearance, type, packaging, or labeling is suitable for use and likely to be offered to, or purchased by, consumers as tobacco for making cigarettes). Except as provided in subsections II(z) and II(mm), 0.0325 ounces of "roll-your-own" tobacco shall constitute one individual "Cigarette."

(n) "Claims" means any and all manner of civil (i.e., non-criminal): claims, demands, actions, suits, causes of action, damages (whenever incurred), liabilities of any nature including civil penalties and punitive damages, as well as costs, expenses and attorneys' fees (except as to the Original Participating Manufacturers' obligations under section XVII), known or unknown, suspected or unsuspected, accrued or unaccrued, whether legal, equitable, or statutory.

(o) "Consent Decree" means a state-specific consent decree as described in subsection XIII(b)(1)(B) of this Agreement.

(p) "Court" means the respective court in each Settling State to which this Agreement and the Consent Decree are presented for approval and/or entry as to that Settling State.

(q) "Escrow" has the meaning given in the Escrow Agreement.

(r) "Escrow Agent" means the escrow agent under the Escrow Agreement.

(s) "Escrow Agreement" means an escrow agreement substantially in the form of Exhibit B.

(t) "Federal Tobacco Legislation Offset" means the offset described in section X.

(u) "Final Approval" means the earlier of:

(1) the date by which State-Specific Finality in a sufficient number of Settling States has occurred; or

(2) June 30, 2000.

For the purposes of this subsection (u), "State-Specific Finality in a sufficient number of Settling States" means that State-Specific Finality has occurred in both:

(A) a number of Settling States equal to at least 80% of the total number of Settling States; and

(B) Settling States having aggregate Allocable Shares equal to at least 80% of the total aggregate Allocable Shares assigned to all Settling States.

Notwithstanding the foregoing, the Original Participating Manufacturers may, by unanimous written agreement, waive any requirement for Final Approval set forth in subsections (A) or (B) hereof.

(v) "Foundation" means the foundation described in section VI.

(w) "Independent Auditor" means the firm described in subsection XI(b).

(x) "Inflation Adjustment" means an adjustment in accordance with the formulas for inflation adjustments set forth in Exhibit C.

(y) "Litigating Releasing Parties Offset" means the offset described in subsection XII(b).

(z) "Market Share" means a Tobacco Product Manufacturer's respective share (expressed as a percentage) of the total number of individual Cigarettes sold in the fifty United States, the District of Columbia and Puerto Rico during the applicable calendar year, as measured by excise taxes collected by the federal government and, in the case of sales in Puerto Rico, arbitrios de cigarillos collected by the Puerto Rico taxing authority. For purposes of the definition and determination of "Market Share" with respect to calculations under subsection IX(i), 0.09 ounces of "roll your own" tobacco shall constitute one individual Cigarette; for purposes of the definition and determination of "Market Share" with respect to all other calculations, 0.0325 ounces of "roll your own" tobacco shall constitute one individual Cigarette.

(aa) "MSA Execution Date" means November 23, 1998.

(bb) "NAAG" means the National Association of Attorneys General, or its successor organization that is directed by the Attorneys General to perform certain functions under this Agreement.

(cc) "Non-Participating Manufacturer" means any Tobacco Product Manufacturer that is not a Participating Manufacturer.

(dd) "Non-Settling States Reduction" means a reduction determined by multiplying the amount to which such reduction applies by the aggregate Allocable Shares of those States that are not Settling States on the date 15 days before such payment is due.

(ee) "Notice Parties" means each Participating Manufacturer, each Settling State, the Escrow Agent, the Independent Auditor and NAAG.

(ff) "NPM Adjustment" means the adjustment specified in subsection IX(d).

(gg) "NPM Adjustment Percentage" means the percentage determined pursuant to subsection IX(d).

(hh) "Original Participating Manufacturers" means the following: Brown & Williamson Tobacco Corporation, Lorillard Tobacco Company, Philip Morris Incorporated and R.J. Reynolds Tobacco Company, and the respective successors of each of the foregoing. Except as expressly provided in this Agreement, once an entity becomes an Original Participating Manufacturer, such entity shall permanently retain the status of Original Participating Manufacturer.

(ii) "Outdoor Advertising" means (1) billboards, (2) signs and placards in arenas, stadiums, shopping malls and Video Game Arcades (whether any of the foregoing are open air or enclosed) (but not including any such sign or placard located in an Adult-Only Facility), and (3) any other advertisements placed (A) outdoors, or (B) on the inside surface of a window facing outward. Provided, however, that the term "Outdoor Advertising" does not mean (1) an advertisement on the outside of a Tobacco Product manufacturing facility; (2) an individual advertisement that does not occupy an area larger than 14 square feet (and that neither is placed in such proximity to any other such advertisement so as to create a single "mosaic"-type advertisement larger than 14 square feet, nor functions solely as a segment of a larger advertising unit or series), and that is placed (A) on the outside of any retail establishment that sells Tobacco Products (other than solely through a vending machine), (B) outside (but on the property of) any such establishment, or (C) on the inside surface of a window facing

outward in any such establishment; (3) an advertisement inside a retail establishment that sells Tobacco Products (other than solely through a vending machine) that is not placed on the inside surface of a window facing outward; or (4) an outdoor advertisement at the site of an event to be held at an Adult-Only Facility that is placed at such site during the period the facility or enclosed area constitutes an Adult-Only Facility, but in no event more than 14 days before the event, and that does not advertise any Tobacco Product (other than by using a Brand Name to identify the event).

(jj) "Participating Manufacturer" means a Tobacco Product Manufacturer that is or becomes a signatory to this Agreement, provided that (1) in the case of a Tobacco Product Manufacturer that is not an Original Participating Manufacturer, such Tobacco Product Manufacturer is bound by this Agreement and the Consent Decree (or, in any Settling State that does not permit amendment of the Consent Decree, a consent decree containing terms identical to those set forth in the Consent Decree) in all Settling States in which this Agreement and the Consent Decree binds Original Participating Manufacturers (provided, however, that such Tobacco Product Manufacturer need only become bound by the Consent Decree in those Settling States in which the Settling State has filed a Released Claim against it), and (2) in the case of a Tobacco Product Manufacturer that signs this Agreement after the MSA Execution Date, such Tobacco Product Manufacturer, within a reasonable period of time after signing this Agreement, makes any payments (including interest thereon at the Prime Rate) that it would have been obligated to make in the intervening period had it been a signatory as of the MSA Execution Date. "Participating Manufacturer" shall also include the successor of a Participating Manufacturer. Except as expressly provided in this Agreement, once an entity becomes a Participating Manufacturer such entity shall permanently retain the status of Participating Manufacturer. Each Participating Manufacturer shall regularly report its shipments of Cigarettes in or to the fifty United States, the District of Columbia and Puerto Rico to Management Science Associates, Inc. (or a successor entity as set forth in subsection (mm)). Solely for purposes of calculations pursuant to subsection IX(d), a Tobacco Product Manufacturer that is not a signatory to this Agreement shall be deemed to be a "Participating Manufacturer" if the Original Participating Manufacturers unanimously consent in writing.

(kk) "Previously Settled States Reduction" means a reduction determined by multiplying the amount to which such reduction applies by 12.4500000%, in the case of payments due in or prior to 2007; 12.2373756%, in the case of payments due after 2007 but before 2018; and 11.0666667%, in the case of payments due in or after 2018.

(ll) "Prime Rate" shall mean the prime rate as published from time to time by the Wall Street Journal or, in the event the Wall Street Journal is no longer published or no longer publishes such rate, an equivalent successor reference rate determined by the Independent Auditor.

(mm) "Relative Market Share" means an Original Participating Manufacturer's respective share (expressed as a percentage) of the total number of individual Cigarettes shipped in or to the fifty United States, the District of Columbia and Puerto Rico by all the Original Participating Manufacturers during the calendar year immediately preceding the year in which the payment at issue is due (regardless of when such payment is made), as measured by the Original Participating Manufacturers' reports of shipments of Cigarettes to Management Science Associates, Inc. (or a successor entity applicable to both the Original Participating Manufacturers and a majority of those Attorneys General who are both the Attorney General of a Settling State and a member of the NAAG executive committee at the time in question). A Cigarette shipped by more than one Participating Manufacturer shall be deemed to have been shipped solely by the first Participating Manufacturer to do so. For purposes of the definition and determination of "Relative Market Share," 0.09 ounces of "roll your own" tobacco shall constitute one individual Cigarette.

(nn) "Released Claims" means:

(1) for past conduct, acts or omissions (including any damages incurred in the future arising from such past conduct, acts or omissions), those Claims directly or indirectly based on, arising out of or in any way related, in whole or in part, to (A) the use, sale, distribution, manufacture, development, advertising, marketing or health effects of, (B) the exposure to, or (C) research, statements, or warnings regarding, Tobacco Products (including, but not limited to, the Claims asserted in the actions identified in Exhibit D, or any comparable Claims that were, could be or could have been asserted now or in the future in those actions or in any comparable action in federal, state or local court brought by a Settling State or a Releasing Party (whether or not such Settling State or Releasing Party has brought such action)), except for claims not asserted in the actions identified in Exhibit D for outstanding liability under existing licensing (or similar) fee laws or existing tax laws (but not excepting claims for any tax liability of the Tobacco-Related Organizations or of any Released Party with respect to such Tobacco-Related Organizations, which claims are covered by the release and covenants set forth in this Agreement);

(2) for future conduct, acts or omissions, only those monetary Claims directly or indirectly based on, arising out of or in any way related to, in whole or in part, the use of or exposure to Tobacco Products manufactured in the ordinary course of business, including without limitation any future Claims for reimbursement of health care costs allegedly associated with the use of or exposure to Tobacco Products.

(oo) "Released Parties" means all Participating Manufacturers, their past, present and future Affiliates, and the respective divisions, officers, directors, employees, representatives, insurers, lenders, underwriters, Tobacco-Related Organizations, trade associations, suppliers, agents, auditors, advertising agencies, public relations entities, attorneys, retailers and distributors of any Participating Manufacturer or of any such Affiliate (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing). Provided, however, that "Released Parties" does not include any person or entity (including, but not limited to, an Affiliate) that is itself a Non-Participating Manufacturer at any time after the MSA Execution Date, unless such person or entity becomes a Participating Manufacturer.

(pp) "Releasing Parties" means each Settling State and any of its past, present and future agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and divisions; and also means, to the full extent of the power of the signatories hereto to release past, present and future claims, the following: (1) any Settling State's subdivisions (political or otherwise, including, but not limited to, municipalities, counties, parishes, villages, unincorporated districts and hospital districts), public entities, public instrumentalities and public educational institutions; and (2) persons or entities acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or any other capacity, whether or not any of them participate in this settlement, (A) to the extent that any such person or entity is seeking relief on behalf of or generally applicable to the general public in such Settling State or the people of the State, as opposed solely to private or individual relief for separate and distinct injuries, or (B) to the extent that any such entity (as opposed to an individual) is seeking recovery of health-care expenses (other than premium or capitation payments for the benefit of present or retired state employees) paid or reimbursed, directly or indirectly, by a Settling State.

(qq) "Settling State" means any State that signs this Agreement on or before the MSA Execution Date. Provided, however, that the term "Settling State" shall not include (1) the States of Mississippi, Florida, Texas and Minnesota; and (2) any State as to which this Agreement has been terminated.

(rr) "State" means 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.

(ss) "State-Specific Finality" means, with respect to the Settling State in question:

(1) this Agreement and the Consent Decree have been approved and entered by the Court as to all Original Participating Manufacturers, or, in the event of an appeal from or review of a decision of the Court to withhold its approval and entry of this Agreement and the Consent Decree, by the court hearing such appeal or conducting such review;

(2) entry by the Court has been made of an order dismissing with prejudice all claims against Released Parties in the action as provided herein; and

(3) the time for appeal or to seek review of or permission to appeal ("Appeal") from the approval and entry as described in subsection (1) hereof and entry of such order described in subsection (2) hereof has expired; or, in the event of an Appeal from such approval and entry, the Appeal has been dismissed, or the approval and entry described in (1) hereof and the order described in subsection (2) hereof have been affirmed in all material respects by the court of last resort to which such Appeal has been taken and such dismissal or affirmation has become no longer subject to further Appeal (including, without limitation, review by the United States Supreme Court).

(tt) "Subsequent Participating Manufacturer" means a Tobacco Product Manufacturer (other than an Original Participating Manufacturer) that: (1) is a Participating Manufacturer, and (2) is a signatory to this Agreement, regardless of when such Tobacco Product Manufacturer became a signatory to this Agreement. "Subsequent Participating Manufacturer" shall also include the successors of a Subsequent Participating Manufacturer. Except as expressly provided in this Agreement, once an entity becomes a Subsequent Participating Manufacturer such entity shall permanently retain the status of Subsequent Participating Manufacturer, unless it agrees to assume the obligations of an Original Participating Manufacturer as provided in subsection XVIII(c).

(uu) "Tobacco Product Manufacturer" means an entity that after the MSA Execution Date directly (and not exclusively through any Affiliate):

(1) manufactures Cigarettes anywhere that such manufacturer intends to be sold in the States, including Cigarettes intended to be sold in the States through an importer (except where such importer is an Original Participating Manufacturer that will be responsible for the payments under this Agreement with respect to such Cigarettes as a result of the provisions of subsections II(mm) and that pays the taxes specified in subsection II(z) on such Cigarettes, and provided that the manufacturer of such Cigarettes does not market or advertise such Cigarettes in the States);

(2) is the first purchaser anywhere for resale in the States of Cigarettes manufactured anywhere that the manufacturer does not intend to be sold in the States; or

(3) becomes a successor of an entity described in subsection (1) or (2) above.

The term "Tobacco Product Manufacturer" shall not include an Affiliate of a Tobacco Product Manufacturer unless such Affiliate itself falls within any of subsections (1) - (3) above.

(vv) "Tobacco Products" means Cigarettes and smokeless tobacco products.

(ww) "Tobacco-Related Organizations" means the Council for Tobacco Research-U.S.A., Inc., The Tobacco Institute, Inc. ("TI"), and the Center for Indoor Air Research, Inc. ("CIAR") and the successors, if any, of TI or CIAR.

(xx) "Transit Advertisements" means advertising on or within private or public vehicles and all advertisements placed at, on or within any bus stop, taxi stand, transportation waiting area, train station, airport or any similar location. Notwithstanding the foregoing, the term "Transit Advertisements" does not include (1) any advertisement placed in, on or outside the premises of any retail establishment that sells Tobacco Products (other than solely through a vending machine) (except if such individual advertisement (A) occupies an area larger than 14 square feet; (B) is placed in such proximity to any other such advertisement so as to create a single "mosaic"-type advertisement larger than 14 square feet; or (C) functions solely as a segment of a larger advertising unit or series); or (2) advertising at the site of an event to be held at an Adult-Only Facility that is placed at such site during the period the facility or enclosed area constitutes an Adult-Only Facility, but in no

event more than 14 days before the event, and that does not advertise any Tobacco Product (other than by using a Brand Name to identify the event).

(yy) "Underage" means younger than the minimum age at which it is legal to purchase or possess (whichever minimum age is older) Cigarettes in the applicable Settling State.

(zz) "Video Game Arcade" means an entertainment establishment primarily consisting of video games (other than video games intended primarily for use by persons 18 years of age or older) and/or pinball machines.

(aaa) "Volume Adjustment" means an upward or downward adjustment in accordance with the formula for volume adjustments set forth in Exhibit E.

(bbb) "Youth" means any person or persons under 18 years of age.

III. PERMANENT RELIEF

(a) Prohibition on Youth Targeting. No Participating Manufacturer may take any action, directly or indirectly, to target Youth within any Settling State in the advertising, promotion or marketing of Tobacco Products, or take any action the primary purpose of which is to initiate, maintain or increase the incidence of Youth smoking within any Settling State.

(b) Ban on Use of Cartoons. Beginning 180 days after the MSA Execution Date, no Participating Manufacturer may use or cause to be used any Cartoon in the advertising, promoting, packaging or labeling of Tobacco Products.

(c) Limitation of Tobacco Brand Name Sponsorships.

(1) Prohibited Sponsorships. After the MSA Execution Date, no Participating Manufacturer may engage in any Brand Name Sponsorship in any State consisting of:

- (A) concerts; or
- (B) events in which the intended audience is comprised of a significant percentage of Youth; or
- (C) events in which any paid participants or contestants are Youth; or
- (D) any athletic event between opposing teams in any football, basketball, baseball, soccer or hockey league.

(2) Limited Sponsorships.

(A) No Participating Manufacturer may engage in more than one Brand Name Sponsorship in the States in any twelve-month period (such period measured from the date of the initial sponsored event).

(B) Provided, however, that

(i) nothing contained in subsection (2)(A) above shall require a Participating Manufacturer to breach or terminate any sponsorship contract in existence as of August 1, 1998 (until the earlier of (x) the current term of any existing contract, without regard to any renewal or option that may be exercised by such Participating Manufacturer or (y) three years after the MSA Execution Date); and

(ii) notwithstanding subsection (1)(A) above, Brown & Williamson Tobacco Corporation may sponsor either the GPC country music festival or the Kool jazz festival as its one annual Brand Name Sponsorship permitted pursuant to subsection (2)(A) as well as one Brand Name Sponsorship permitted pursuant to subsection (2)(B)(i).

(3) Related Sponsorship Restrictions. With respect to any Brand Name Sponsorship permitted under this subsection (c):

(A) advertising of the Brand Name Sponsorship event shall not advertise any Tobacco Product (other than by using the Brand Name to identify such Brand Name Sponsorship event);

(B) no Participating Manufacturer may refer to a Brand Name Sponsorship event or to a celebrity or other person in such an event in its advertising of a Tobacco Product;

(C) nothing contained in the provisions of subsection III(c) of this Agreement shall apply to actions taken by any Participating Manufacturer in connection with a Brand Name Sponsorship permitted pursuant to the provisions of subsections (2)(A) and (2)(B)(i); the Brand Name Sponsorship permitted by subsection (2)(B)(ii) shall be subject to the restrictions of subsection III(c) except that such restrictions shall not prohibit use of the Brand Name to identify the Brand Name Sponsorship;

(D) nothing contained in the provisions of subsections III(f) and III(i) shall apply to apparel or other merchandise: (i) marketed, distributed, offered, sold, or licensed at the site of a Brand Name Sponsorship permitted pursuant to subsections (2)(A) or (2)(B)(i) by the person to which the relevant Participating Manufacturer has provided payment in exchange for the use of the relevant Brand Name in the Brand Name Sponsorship or a third-party that does not receive payment from the relevant Participating Manufacturer (or any Affiliate of such Participating Manufacturer) in connection with the marketing, distribution, offer, sale or license of such apparel or other merchandise; or (ii) used at the site of a Brand Name Sponsorship permitted pursuant to subsection (2)(A) or (2)(B)(i) (during such event) that are not distributed (by sale or otherwise) to any member of the general public; and

(E) nothing contained in the provisions of subsection III(d) shall: (i) apply to the use of a Brand Name on a vehicle used in a Brand Name Sponsorship; or (ii) apply to Outdoor Advertising advertising the Brand Name

Sponsorship, to the extent that such Outdoor Advertising is placed at the site of a Brand Name Sponsorship no more than 90 days before the start of the initial sponsored event, is removed within 10 days after the end of the last sponsored event, and is not prohibited by subsection (3)(A) above.

(4) Corporate Name Sponsorships. Nothing in this subsection (c) shall prevent a Participating Manufacturer from sponsoring or causing to be sponsored any athletic, musical, artistic, or other social or cultural event, or any entrant, participant or team in such event (or series of events) in the name of the corporation which manufactures Tobacco Products, provided that the corporate name does not include any Brand Name of domestic Tobacco Products.

(5) Naming Rights Prohibition. No Participating Manufacturer may enter into any agreement for the naming rights of any stadium or arena located within a Settling State using a Brand Name, and shall not otherwise cause a stadium or arena located within a Settling State to be named with a Brand Name.

(6) Prohibition on Sponsoring Teams and Leagues. No Participating Manufacturer may enter into any agreement pursuant to which payment is made (or other consideration is provided) by such Participating Manufacturer to any football, basketball, baseball, soccer or hockey league (or any team involved in any such league) in exchange for use of a Brand Name.

(d) Elimination of Outdoor Advertising and Transit Advertisements. Each Participating Manufacturer shall discontinue Outdoor Advertising and Transit Advertisements advertising Tobacco Products within the Settling States as set forth herein.

(1) Removal. Except as otherwise provided in this section, each Participating Manufacturer shall remove from within the Settling States within 150 days after the MSA Execution Date all of its (A) billboards (to the extent that such billboards constitute Outdoor Advertising) advertising Tobacco Products; (B) signs and placards (to the extent that such signs and placards constitute Outdoor Advertising) advertising Tobacco Products in arenas, stadiums, shopping malls and Video Game Arcades; and (C) Transit Advertisements advertising Tobacco Products.

(2) Prohibition on New Outdoor Advertising and Transit Advertisements. No Participating Manufacturer may, after the MSA Execution Date, place or cause to be placed any new Outdoor Advertising advertising Tobacco Products or new Transit Advertisements advertising Tobacco Products within any Settling State.

(3) Alternative Advertising. With respect to those billboards required to be removed under subsection (1) that are leased (as opposed to owned) by any Participating Manufacturer, the Participating Manufacturer will allow the Attorney General of the Settling State within which such billboards are located to substitute, at the Settling State's option, alternative advertising intended to discourage the use of Tobacco Products by Youth and their exposure to second-hand smoke for the remaining term of the applicable contract (without regard to any renewal or option term that may be exercised by such Participating Manufacturer). The Participating Manufacturer will bear the cost of the lease through the end of such remaining term. Any other costs associated with such alternative advertising will be borne by the Settling State.

(4) Ban on Agreements Inhibiting Anti-Tobacco Advertising. Each Participating Manufacturer agrees that it will not enter into any agreement that prohibits a third party from selling, purchasing or displaying advertising discouraging the use of Tobacco Products or exposure to second-hand smoke. In the event and to the extent that any Participating Manufacturer has entered into an agreement containing any such prohibition, such Participating Manufacturer agrees to waive such prohibition in such agreement.

(5) Designation of Contact Person. Each Participating Manufacturer that has Outdoor Advertising or Transit Advertisements advertising Tobacco Products within a Settling State shall, within 10 days after the MSA Execution Date, provide the Attorney General of such Settling State with the name of a contact person to whom the Settling State may direct inquiries during the time such Outdoor Advertising and Transit Advertisements are being eliminated, and from whom the Settling State may obtain periodic reports as to the progress of their elimination.

(6) Adult-Only Facilities. To the extent that any advertisement advertising Tobacco Products located within an Adult-Only Facility constitutes Outdoor Advertising or a Transit Advertisement, this subsection (d) shall not apply to such advertisement, provided such advertisement is not visible to persons outside such Adult-Only Facility.

(e) Prohibition on Payments Related to Tobacco Products and Media. No Participating Manufacturer may, beginning 30 days after the MSA Execution Date, make, or cause to be made, any payment or other consideration to any other person or entity to use, display, make reference to or use as a prop any Tobacco Product, Tobacco Product package, advertisement for a Tobacco Product, or any other item bearing a Brand Name in any motion picture, television show, theatrical production or other live performance, live or recorded performance of music, commercial film or video, or video game ("Media"); provided, however, that the foregoing prohibition shall not apply to (1) Media where the audience or viewers are within an Adult-Only Facility (provided such Media are not visible to persons outside such Adult-Only Facility); (2) Media not intended for distribution or display to the public; or (3) instructional Media concerning non-conventional cigarettes viewed only by or provided only to smokers who are Adults.

(f) Ban on Tobacco Brand Name Merchandise. Beginning July 1, 1999, no Participating Manufacturer may, within any Settling State, market, distribute, offer, sell, license or cause to be marketed, distributed, offered, sold or licensed (including, without limitation, by catalogue or direct mail), any apparel or other merchandise (other than Tobacco Products, items the sole function of which is to advertise Tobacco Products, or written or electronic publications) which bears a Brand Name. Provided, however, that nothing in this subsection shall (1) require any Participating Manufacturer to breach or

terminate any licensing agreement or other contract in existence as of June 20, 1997 (this exception shall not apply beyond the current term of any existing contract, without regard to any renewal or option term that may be exercised by such Participating Manufacturer); (2) prohibit the distribution to any Participating Manufacturer's employee who is not Underage of any item described above that is intended for the personal use of such an employee; (3) require any Participating Manufacturer to retrieve, collect or otherwise recover any item that prior to the MSA Execution Date was marketed, distributed, offered, sold, licensed, or caused to be marketed, distributed, offered, sold or licensed by such Participating Manufacturer; (4) apply to coupons or other items used by Adults solely in connection with the purchase of Tobacco Products; or (5) apply to apparel or other merchandise used within an Adult-Only Facility that is not distributed (by sale or otherwise) to any member of the general public.

(g) Ban on Youth Access to Free Samples. After the MSA Execution Date, no Participating Manufacturer may, within any Settling State, distribute or cause to be distributed any free samples of Tobacco Products except in an Adult-Only Facility. For purposes of this Agreement, a "free sample" does not include a Tobacco Product that is provided to an Adult in connection with (1) the purchase, exchange or redemption for proof of purchase of any Tobacco Products (including, but not limited to, a free offer in connection with the purchase of Tobacco Products, such as a "two-for-one" offer), or (2) the conducting of consumer testing or evaluation of Tobacco Products with persons who certify that they are Adults.

(h) Ban on Gifts to Underage Persons Based on Proofs of Purchase. Beginning one year after the MSA Execution Date, no Participating Manufacturer may provide or cause to be provided to any person without sufficient proof that such person is an Adult any item in exchange for the purchase of Tobacco Products, or the furnishing of credits, proofs-of-purchase, or coupons with respect to such a purchase. For purposes of the preceding sentence only, (1) a driver's license or other government-issued identification (or legible photocopy thereof), the validity of which is certified by the person to whom the item is provided, shall by itself be deemed to be a sufficient form of proof of age; and (2) in the case of items provided (or to be redeemed) at retail establishments, a Participating Manufacturer shall be entitled to rely on verification of proof of age by the retailer, where such retailer is required to obtain verification under applicable federal, state or local law.

(i) Limitation on Third-Party Use of Brand Names. After the MSA Execution Date, no Participating Manufacturer may license or otherwise expressly authorize any third party to use or advertise within any Settling State any Brand Name in a manner prohibited by this Agreement if done by such Participating Manufacturer itself. Each Participating Manufacturer shall, within 10 days after the MSA Execution Date, designate a person (and provide written notice to NAAG of such designation) to whom the Attorney General of any Settling State may provide written notice of any such third-party activity that would be prohibited by this Agreement if done by such Participating Manufacturer itself. Following such written notice, the Participating Manufacturer will promptly take commercially reasonable steps against any such non-de minimis third-party activity. Provided, however, that nothing in this subsection shall require any Participating Manufacturer to (1) breach or terminate any licensing agreement or other contract in existence as of July 1, 1998 (this exception shall not apply beyond the current term of any existing contract, without regard to any renewal or option term that may be exercised by such Participating Manufacturer); or (2) retrieve, collect or otherwise recover any item that prior to the MSA Execution Date was marketed, distributed, offered, sold, licensed or caused to be marketed, distributed, offered, sold or licensed by such Participating Manufacturer.

(j) Ban on Non-Tobacco Brand Names. No Participating Manufacturer may, pursuant to any agreement requiring the payment of money or other valuable consideration, use or cause to be used as a brand name of any Tobacco Product any nationally recognized or nationally established brand name or trade name of any non-tobacco item or service or any nationally recognized or nationally established sports team, entertainment group or individual celebrity. Provided, however, that the preceding sentence shall not apply to any Tobacco Product brand name in existence as of July 1, 1998. For the purposes of this subsection, the term "other valuable consideration" shall not include an agreement between two entities who enter into such agreement for the sole purpose of avoiding infringement claims.

(k) Minimum Pack Size of Twenty Cigarettes. No Participating Manufacturer may, beginning 60 days after the MSA Execution Date and through and including December 31, 2001, manufacture or cause to be manufactured for sale in any Settling State any pack or other container of Cigarettes containing fewer than 20 Cigarettes (or, in the case of roll-your-own tobacco, any package of roll-your-own tobacco containing less than 0.60 ounces of tobacco). No Participating Manufacturer may, beginning 150 days after the MSA Execution Date and through and including December 31, 2001, sell or distribute in any Settling State any pack or other container of Cigarettes containing fewer than 20 Cigarettes (or, in the case of roll-your-own tobacco, any package of roll-your-own tobacco containing less than 0.60 ounces of tobacco). Each Participating Manufacturer further agrees that following the MSA Execution Date it shall not oppose, or cause to be opposed (including through any third party or Affiliate), the passage by any Settling State of any legislative proposal or administrative rule applicable to all Tobacco Product Manufacturers and all retailers of Tobacco Products prohibiting the manufacture and sale of any pack or other container of Cigarettes containing fewer than 20 Cigarettes (or, in the case of roll-your-own tobacco, any package of roll-your-own tobacco containing less than 0.60 ounces of tobacco).

(l) Corporate Culture Commitments Related to Youth Access and Consumption. Beginning 180 days after the MSA Execution Date each Participating Manufacturer shall:

(1) promulgate or reaffirm corporate principles that express and explain its commitment to comply with the provisions of this Agreement and the reduction of use of Tobacco Products by Youth, and clearly and regularly communicate to its employees and customers its commitment to assist in the reduction of Youth use of Tobacco Products;

(2) designate an executive level manager (and provide written notice to NAAG of such designation) to identify methods to reduce Youth access to, and the incidence of Youth consumption of, Tobacco Products; and encourage its employees to identify additional methods to reduce Youth access to, and the incidence of Youth consumption of, Tobacco Products.

(m) Limitations on Lobbying. Following State-Specific Finality in a Settling State:

(1) No Participating Manufacturer may oppose, or cause to be opposed (including through any third party or Affiliate), the passage by such Settling State (or any political subdivision thereof) of those state or local legislative proposals or administrative rules described in Exhibit F hereto intended by their terms to reduce Youth access to, and the incidence of Youth consumption of, Tobacco Products. Provided, however, that the foregoing does not prohibit any Participating Manufacturer from (A) challenging enforcement of, or suing for declaratory or injunctive relief with respect to, any such legislation or rule on any grounds; (B) continuing, after State-Specific Finality in such Settling State, to oppose or cause to be opposed, the passage during the legislative session in which State-Specific Finality in such Settling State occurs of any specific state or local legislative proposals or administrative rules introduced prior to the time of State-Specific Finality in such Settling State; (C) opposing, or causing to be opposed, any excise tax or income tax provision or user fee or other payments relating to Tobacco Products or Tobacco Product Manufacturers; or (D) opposing, or causing to be opposed, any state or local legislative proposal or administrative rule that also includes measures other than those described in Exhibit F.

(2) Each Participating Manufacturer shall require all of its officers and employees engaged in lobbying activities in such Settling State after State-Specific Finality, contract lobbyists engaged in lobbying activities in such Settling State after State-Specific Finality, and any other third parties who engage in lobbying activities in such Settling State after State-Specific Finality on behalf of such Participating Manufacturer ("lobbyist" and "lobbying activities" having the meaning such terms have under the law of the Settling State in question) to certify in writing to the Participating Manufacturer that they:

(A) will not support or oppose any state, local or federal legislation, or seek or oppose any governmental action, on behalf of the Participating Manufacturer without the Participating Manufacturer's express authorization (except where such advance express authorization is not reasonably practicable);

(B) are aware of and will fully comply with this Agreement and all laws and regulations applicable to their lobbying activities, including, without limitation, those related to disclosure of financial contributions. Provided, however, that if the Settling State in question has in existence no laws or regulations relating to disclosure of financial contributions regarding lobbying activities, then each Participating Manufacturer shall, upon request of the Attorney General of such Settling State, disclose to such Attorney General any payment to a lobbyist that the Participating Manufacturer knows or has reason to know will be used to influence legislative or administrative actions of the state or local government relating to Tobacco Products or their use. Disclosures made pursuant to the preceding sentence shall be filed in writing with the Office of the Attorney General on the first day of February and the first day of August of each year for any and all payments made during the six month period ending on the last day of the preceding December and June, respectively, with the following information: (1) the name, address, telephone number and e-mail address (if any) of the recipient; (2) the amount of each payment; and (3) the aggregate amount of all payments described in this subsection (2)(B) to the recipient in the calendar year; and

(C) have reviewed and will fully abide by the Participating Manufacturer's corporate principles promulgated pursuant to this Agreement when acting on behalf of the Participating Manufacturer.

(3) No Participating Manufacturer may support or cause to be supported (including through any third party or Affiliate) in Congress or any other forum legislation or rules that would preempt, override, abrogate or diminish such Settling State's rights or recoveries under this Agreement. Except as specifically provided in this Agreement, nothing herein shall be deemed to restrain any Settling State or Participating Manufacturer from advocating terms of any national settlement or taking any other positions on issues relating to tobacco.

(n) Restriction on Advocacy Concerning Settlement Proceeds. After the MSA Execution Date, no Participating Manufacturer may support or cause to be supported (including through any third party or Affiliate) the diversion of any proceeds of this settlement to any program or use that is neither tobacco-related nor health-related in connection with the approval of this Agreement or in any subsequent legislative appropriation of settlement proceeds.

(o) Dissolution of The Tobacco Institute, Inc., the Council for Tobacco Research-U.S.A., Inc. and the Center for Indoor Air Research, Inc.

(1) The Council for Tobacco Research-U.S.A., Inc. ("CTR") (a not-for-profit corporation formed under the laws of the State of New York) shall, pursuant to the plan of dissolution previously negotiated and agreed to between the Attorney General of the State of New York and CTR, cease all operations and be dissolved in accordance with the laws of the State of New York (and with the preservation of all applicable privileges held by any member company of CTR).

(2) The Tobacco Institute, Inc. ("TI") (a not-for-profit corporation formed under the laws of the State of New York) shall, pursuant to a plan of dissolution to be negotiated by the Attorney General of the State of New York and the Original Participating Manufacturers in accordance with Exhibit G hereto, cease all operations and be dissolved in

accordance with the laws of the State of New York and under the authority of the Attorney General of the State of New York (and with the preservation of all applicable privileges held by any member company of TI).

(3) Within 45 days after Final Approval, the Center for Indoor Air Research, Inc. ("CIAR") shall cease all operations and be dissolved in a manner consistent with applicable law and with the preservation of all applicable privileges (including, without limitation, privileges held by any member company of CIAR).

(4) The Participating Manufacturers shall direct the Tobacco-Related Organizations to preserve all records that relate in any way to issues raised in smoking-related health litigation.

(5) The Participating Manufacturers may not reconstitute CTR or its function in any form.

(6) The Participating Manufacturers represent that they have the authority to and will effectuate subsections (1) through (5) hereof.

(p) Regulation and Oversight of New Tobacco-Related Trade Associations.

(1) A Participating Manufacturer may form or participate in new tobacco-related trade associations (subject to all applicable laws), provided such associations agree in writing not to act in any manner contrary to any provision of this Agreement. Each Participating Manufacturer agrees that if any new tobacco-related trade association fails to so agree, such Participating Manufacturer will not participate in or support such association.

(2) Any tobacco-related trade association that is formed or controlled by one or more of the Participating Manufacturers after the MSA Execution Date shall adopt by-laws governing the association's procedures and the activities of its members, board, employees, agents and other representatives with respect to the tobacco-related trade association. Such by-laws shall include, among other things, provisions that:

(A) each officer of the association shall be appointed by the board of the association, shall be an employee of such association, and during such officer's term shall not be a director of or employed by any member of the association or by an Affiliate of any member of the association;

(B) legal counsel for the association shall be independent, and neither counsel nor any member or employee of counsel's law firm shall serve as legal counsel to any member of the association or to a manufacturer of Tobacco Products that is an Affiliate of any member of the association during the time that it is serving as legal counsel to the association; and

(C) minutes describing the substance of the meetings of the board of directors of the association shall be prepared and shall be maintained by the association for a period of at least five years following their preparation.

(3) Without limitation on whatever other rights to access they may be permitted by law, for a period of seven years from the date any new tobacco-related trade association is formed by any of the Participating Manufacturers after the MSA Execution Date the antitrust authorities of any Settling State may, for the purpose of enforcing this Agreement, upon reasonable cause to believe that a violation of this Agreement has occurred, and upon reasonable prior written notice (but in no event less than 10 Business Days):

(A) have access during regular office hours to inspect and copy all relevant non-privileged, non-work-product books, records, meeting agenda and minutes, and other documents (whether in hard copy form or stored electronically) of such association insofar as they pertain to such believed violation; and

(B) interview the association's directors, officers and employees (who shall be entitled to have counsel present) with respect to relevant, non-privileged, non-work-product matters pertaining to such believed violation.

Documents and information provided to Settling State antitrust authorities shall be kept confidential by and among such authorities, and shall be utilized only by the Settling States and only for the purpose of enforcing this Agreement or the criminal law. The inspection and discovery rights provided to the Settling States pursuant to this subsection shall be coordinated so as to avoid repetitive and excessive inspection and discovery.

(4) **Prohibition on Agreements to Suppress Research.** No Participating Manufacturer may enter into any contract, combination or conspiracy with any other Tobacco Product Manufacturer that has the purpose or effect of: (1) limiting competition in the production or distribution of information about health hazards or other consequences of the use of their products; (2) limiting or suppressing research into smoking and health; or (3) limiting or suppressing research into the marketing or development of new products. Provided, however, that nothing in this subsection shall be deemed to (1) require any Participating Manufacturer to produce, distribute or otherwise disclose any information that is subject to any privilege or protection; (2) preclude any Participating Manufacturer from entering into any joint defense or joint legal interest agreement or arrangement (whether or not in writing), or from asserting any privilege pursuant thereto; or (3) impose any affirmative obligation on any Participating Manufacturer to conduct any research.

(5) **Prohibition on Material Misrepresentations.** No Participating Manufacturer may make any material misrepresentation of fact regarding the health consequences of using any Tobacco Product, including any tobacco additives, fillers, paper or other ingredients. Nothing in this subsection shall limit the exercise of any First Amendment right or the assertion of any defense or position in any judicial, legislative or regulatory forum.

IV. PUBLIC ACCESS TO DOCUMENTS

(a) After the MSA Execution Date, the Original Participating Manufacturers and the Tobacco-Related Organizations will support an application for the dissolution of any protective orders entered in each Settling State's lawsuit identified in Exhibit D with respect only to those documents, indices and privilege logs that have been produced as of the MSA Execution Date to such Settling State and (1) as to which defendants have made no claim, or have withdrawn any claim, of attorney-client privilege, attorney work-product protection, common interest/joint defense privilege (collectively, "privilege"), trade-secret protection, or confidential or proprietary business information; and (2) that are not inappropriate for public disclosure because of personal privacy interests or contractual rights of third parties that may not be abrogated by the Original Participating Manufacturers or the Tobacco-Related Organizations.

(b) Notwithstanding State-Specific Finality, if any order, ruling or recommendation was issued prior to September 17, 1998 rejecting a claim of privilege or trade-secret protection with respect to any document or documents in a lawsuit identified in Exhibit D, the Settling State in which such order, ruling or recommendation was made may, no later than 45 days after the occurrence of State-Specific Finality in such Settling State, seek public disclosure of such document or documents by application to the court that issued such order, ruling or recommendation and the court shall retain jurisdiction for such purposes. The Original Participating Manufacturers and Tobacco-Related Organizations do not consent to, and may object to, appeal from or otherwise oppose any such application for disclosure. The Original Participating Manufacturers and Tobacco-Related Organizations will not assert that the settlement of such lawsuit has divested the court of jurisdiction or that such Settling State lacks standing to seek public disclosure on any applicable ground.

(c) The Original Participating Manufacturers will maintain at their expense their Internet document websites accessible through "TobaccoResolution.com" or a similar website until June 30, 2010. The Original Participating Manufacturers will maintain the documents that currently appear on their respective websites and will add additional documents to their websites as provided in this section IV.

(d) Within 180 days after the MSA Execution Date, each Original Participating Manufacturer and Tobacco-Related Organization will place on its website copies of the following documents, except as provided in subsections IV(e) and IV(f) below:

(1) all documents produced by such Original Participating Manufacturer or Tobacco-Related Organization as of the MSA Execution Date in any action identified in Exhibit D or any action identified in section 2 of Exhibit H that was filed by an Attorney General. Among these documents, each Original Participating Manufacturer and Tobacco-Related Organization will give the highest priority to (A) the documents that were listed by the State of Washington as trial exhibits in the State of Washington v. American Tobacco Co., et al., No. 96-2-15056-8 SEA (Wash. Super. Ct., County of King); and (B) the documents as to which such Original Participating Manufacturer or Tobacco-Related Organization withdrew any claim of privilege as a result of the re-examination of privilege claims pursuant to court order in State of Oklahoma v. R.J. Reynolds Tobacco Company, et al., CJ-96-2499-L (Dist. Ct., Cleveland County);

(2) all documents that can be identified as having been produced by, and copies of transcripts of depositions given by, such Original Participating Manufacturer or Tobacco-Related Organization as of the MSA Execution Date in the litigation matters specified in section 1 of Exhibit H; and

(3) all documents produced by such Original Participating Manufacturer or Tobacco-Related Organization as of the MSA Execution Date and listed by the plaintiffs as trial exhibits in the litigation matters specified in section 2 of Exhibit H.

(c) Unless copies of such documents are already on its website, each Original Participating Manufacturer and Tobacco-Related Organization will place on its website copies of documents produced in any production of documents that takes place on or after the date 30 days before the MSA Execution Date in any federal or state court civil action concerning smoking and health. Copies of any documents required to be placed on a website pursuant to this subsection will be placed on such website within the later of 45 days after the MSA Execution Date or within 45 days after the production of such documents in any federal or state court action concerning smoking and health. This obligation will continue until June 30, 2010. In placing such newly produced documents on its website, each Original Participating Manufacturer or Tobacco-Related Organization will identify, as part of its index to be created pursuant to subsection IV(h), the action in which it produced such documents and the date on which such documents were added to its website.

(f) Nothing in this section IV shall require any Original Participating Manufacturer or Tobacco-Related Organization to place on its website or otherwise disclose documents that: (1) it continues to claim to be privileged, a trade secret, confidential or proprietary business information, or that contain other information not appropriate for public disclosure because of personal privacy interests or contractual rights of third parties; or (2) continue to be subject to any protective order, sealing order or other order or ruling that prevents or limits a litigant from disclosing such documents.

(g) Oversized or multimedia records will not be required to be placed on the Website, but each Original Participating Manufacturer and Tobacco-Related Organization will make any such records available to the public by placing copies of them in the document depository established in The State of Minnesota, et al. v. Philip Morris Incorporated, et al., CI-94-8565 (County of Ramsey, District Court, 2d Judicial Cir.).

(h) Each Original Participating Manufacturer will establish an index and other features to improve searchable access to the document images on its website, as set forth in Exhibit I.

(i) Within 90 days after the MSA Execution Date, the Original Participating Manufacturers will furnish NAAG with a project plan for completing the Original Participating Manufacturers' obligations under subsection IV(b) with respect to documents currently on their websites and documents being placed on their websites pursuant to subsection IV(d). NAAG may engage a computer consultant at the Original Participating Manufacturers' expense for a period not to exceed two years and at a cost not to exceed \$100,000. NAAG's computer consultant may review such plan and make recommendations consistent with this Agreement. In addition, within 120 days after the completion of the Original Participating Manufacturers' obligations under subsection IV(d), NAAG's computer consultant may make final recommendations with respect to the websites consistent with this Agreement. In preparing these recommendations, NAAG's computer consultant may seek input from Settling State officials, public health organizations and other users of the websites.

(j) The expenses incurred pursuant to subsection IV(i), and the expenses related to documents of the Tobacco-Related Organizations, will be severally shared among the Original Participating Manufacturers (allocated among them according to their Relative Market Shares). All other expenses incurred under this section will be borne by the Original Participating Manufacturer that incurs such expense.

V. TOBACCO CONTROL AND UNDERAGE USE LAWS

Each Participating Manufacturer agrees that following State-Specific Finality in a Settling State it will not initiate, or cause to be initiated, a facial challenge against the enforceability or constitutionality of such Settling State's (or such Settling State's political subdivisions') statutes, ordinances and administrative rules relating to tobacco control enacted prior to June 1, 1998 (other than a statute, ordinance or rule challenged in any lawsuit listed in Exhibit M).

VI. ESTABLISHMENT OF A NATIONAL FOUNDATION

(a) Foundation Purposes. The Settling States believe that a comprehensive, coordinated program of public education and study is important to further the remedial goals of this Agreement. Accordingly, as part of the settlement of claims described herein, the payments specified in subsections VI(b), VI(c), and VI(e) shall be made to a charitable foundation, trust or similar organization (the "Foundation") and/or to a program to be operated within the Foundation (the "National Public Education Fund"). The purposes of the Foundation will be to support (1) the study of and programs to reduce Youth Tobacco Product usage and Youth substance abuse in the States, and (2) the study of and educational programs to prevent diseases associated with the use of Tobacco Products in the States.

(b) Base Foundation Payments. On March 31, 1999, and on March 31 of each subsequent year for a period of nine years thereafter, each Original Participating Manufacturer shall severally pay its Relative Market Share of \$25,000,000 to fund the Foundation. The payments to be made by each of the Original Participating Manufacturers pursuant to this subsection (b) shall be subject to no adjustments, reductions, or offsets, and shall be paid to the Escrow Agent (to be credited to the Subsection VI(b) Account), who shall disburse such payments to the Foundation only upon the occurrence of State-Specific Finality in at least one Settling State.

(c) National Public Education Fund Payments.

(1) Each Original Participating Manufacturer shall severally pay its Relative Market Share of the following base amounts on the following dates to the Escrow Agent for the benefit of the Foundation's National Public Education Fund to be used for the purposes and as described in subsections VI(f)(1), VI(g) and VI(h) below: \$250,000,000 on March 31, 1999; \$300,000,000 on March 31, 2000; \$300,000,000 on March 31, 2001; \$300,000,000 on March 31, 2002; and \$300,000,000 on March 31, 2003, as such amounts are modified in accordance with this subsection (c). The payment due on March 31, 1999 pursuant to this subsection (c)(1) is to be credited to the Subsection VI(c) Account (First). The payments due on or after March 31, 2000 pursuant to this subsection VI(c)(1) are to be credited to the Subsection VI(c) Account (Subsequent).

(2) The payments to be made by the Original Participating Manufacturers pursuant to this subsection (c), other than the payment due on March 31, 1999, shall be subject to the Inflation Adjustment, the Volume Adjustment and the offset for miscalculated or disputed payments described in subsection XI(i).

(3) The payment made pursuant to this subsection (c) on March 31, 1999 shall be disbursed by the Escrow Agent to the Foundation only upon the occurrence of State-Specific Finality in at least one Settling State. Each remaining payment pursuant to this subsection (c) shall be disbursed by the Escrow Agent to the Foundation only when State-Specific Finality has occurred in Settling States having aggregate Allocable Shares equal to at least 80% of the total aggregate Allocable Shares assigned to all States that were Settling States as of the MSA Execution Date.

(4) In addition to the payments made pursuant to this subsection (c), the National Public Education Fund will be funded (A) in accordance with subsection IX(c), and (B) through monies contributed by other entities directly to the Foundation and designated for the National Public Education Fund ("National Public Education Fund Contributions").

(5) The payments made by the Original Participating Manufacturers pursuant to this subsection (c) and/or subsection IX(c) and monies received from all National Public Education Fund Contributions will be deposited and invested in accordance with the laws of the state of incorporation of the Foundation.

(d) Creation and Organization of the Foundation. NAAG, through its executive committee, will provide for the creation of the Foundation. The Foundation shall be organized exclusively for charitable, scientific, and educational purposes within the meaning of Internal Revenue Code section 501(c)(3). The organizational documents of the Foundation shall specifically incorporate the provisions of this Agreement relating to the Foundation, and will provide for payment of the Foundation's administrative expenses from the funds paid pursuant to subsection VI(b) or VI(c). The Foundation shall be governed by a board of directors. The board of directors shall be comprised of eleven directors. NAAG, the National Governors' Association ("NGA"), and the National Conference of State Legislatures ("NCSL") shall each select from its membership two directors. These six directors shall select the five additional directors. One of these five additional directors shall have expertise in public health issues. Four of these five additional directors shall have expertise in medical, child psychology, or public health disciplines. The board of directors shall be nationally geographically diverse.

(e) Foundation Affiliation. The Foundation shall be formally affiliated with an educational or medical institution selected by the board of directors.

(f) Foundation Functions. The functions of the Foundation shall be:

(1) carrying out a nationwide sustained advertising and education program to (A) counter the use by Youth of Tobacco Products, and (B) educate consumers about the cause and prevention of diseases associated with the use of Tobacco Products;

(2) developing and disseminating model advertising and education programs to counter the use by Youth of substances that are unlawful for use or purchase by Youth, with an emphasis on reducing Youth smoking; monitoring and testing the effectiveness of such model programs; and, based on the information received from such monitoring and testing, continuing to develop and disseminate revised versions of such model programs, as appropriate;

(3) developing and disseminating model classroom education programs and curriculum ideas about smoking and substance abuse in the K-12 school system, including specific target programs for special at-risk populations; monitoring and testing the effectiveness of such model programs and ideas; and, based on the information received from such monitoring and testing, continuing to develop and disseminate revised versions of such model programs or ideas, as appropriate;

(4) developing and disseminating criteria for effective cessation programs; monitoring and testing the effectiveness of such criteria; and continuing to develop and disseminate revised versions of such criteria, as appropriate;

(5) commissioning studies, funding research, and publishing reports on factors that influence Youth smoking and substance abuse and developing strategies to address the conclusions of such studies and research;

(6) developing other innovative Youth smoking and substance abuse prevention programs;

(7) providing targeted training and information for parents;

(8) maintaining a library open to the public of Foundation-funded studies, reports and other publications related to the cause and prevention of Youth smoking and substance abuse;

(9) tracking and monitoring Youth smoking and substance abuse, with a focus on the reasons for any increases or failures to decrease Youth smoking and substance abuse and what actions can be taken to reduce Youth smoking and substance abuse;

(10) receiving, controlling, and managing contributions from other entities to further the purposes described in this Agreement; and

(11) receiving, controlling, and managing such funds paid by the Participating Manufacturers pursuant to subsections VI(b) and VI(c) above.

(g) Foundation Grant-Making. The Foundation is authorized to make grants from the National Public Education Fund to Settling States and their political subdivisions to carry out sustained advertising and education programs to (1) counter the use by Youth of Tobacco Products, and (2) educate consumers about the cause and prevention of diseases associated with the use of Tobacco Products. In making such grants, the Foundation shall consider whether the Settling State or political subdivision applying for such grant:

(1) demonstrates the extent of the problem regarding Youth smoking in such Settling State or political subdivision;

(2) either seeks the grant to implement a model program developed by the Foundation or provides the Foundation with a specific plan for such applicant's intended use of the grant monies, including demonstrating such applicant's ability to develop an effective advertising/education campaign and to assess the effectiveness of such advertising/education campaign;

(3) has other funds readily available to carry out a sustained advertising and education program to (A) counter the use by Youth of Tobacco Products, and (B) educate consumers about the cause and prevention of diseases associated with the use of Tobacco Products; and

(4) is a Settling State that has not severed this section VI from its settlement with the Participating Manufacturers pursuant to subsection VI(i) below, or is a political subdivision in such a Settling State.

(b) Foundation Activities. The Foundation shall not engage in, nor shall any of the Foundation's money be used to engage in, any political activities or lobbying, including, but not limited to, support of or opposition to candidates, ballot initiatives, referenda or other similar activities. The National Public Education Fund shall be used only for public education and advertising regarding the addictiveness, health effects, and social costs related to the use of tobacco products and shall not be used for any personal attack on, or vilification of, any person (whether by name or business affiliation), company, or governmental agency, whether individually or collectively. The Foundation shall work to ensure that its activities are carried out in a culturally and linguistically appropriate manner. The Foundation's activities (including the National Public Education Fund) shall be carried out solely within the States. The payments described in subsections VI(b) and VI(c) above are made at the direction and on behalf of Settling States. By making such payments in such manner, the Participating Manufacturers do not undertake and expressly disclaim any responsibility with respect to the creation, operation, liabilities, or tax status of the Foundation or the National Public Education Fund.

(i) Severance of this Section. If the Attorney General of a Settling State determines that such Settling State may not lawfully enter into this section VI as a matter of applicable state law, such Attorney General may sever this section VI from its settlement with the Participating Manufacturers by giving written notice of such severance to each Participating Manufacturer and NAAG pursuant to subsection XVIII(k) hereof. If any Settling State exercises its right to sever this section VI, this section VI shall not be considered a part of the specific settlement between such Settling State and the Participating Manufacturers, and this section VI shall not be enforceable by or in such Settling State. The payment obligation of subsections VI(b) and VI(c) hereof shall apply regardless of a determination by one or more Settling States to sever section VI hereof; provided, however, that if all Settling States sever section VI hereof, the payment obligations of subsections (b) and (c) hereof shall be null and void. If the Attorney General of a Settling State that severed this section VI subsequently determines that such Settling State may lawfully enter into this section VI as a matter of applicable state law, such Attorney General may rescind such Settling State's previous severance of this section VI by giving written notice of such rescission to each Participating Manufacturer and NAAG pursuant to subsection XVIII(k). If any Settling State rescinds such severance, this section VI shall be considered a part of the specific settlement between such Settling State and the Participating Manufacturers (including for purposes of subsection (g)(4)), and this section VI shall be enforceable by and in such Settling State.

VII. ENFORCEMENT

(a) Jurisdiction. Each Participating Manufacturer and each Settling State acknowledge that the Court: (1) has jurisdiction over the subject matter of the action identified in Exhibit D in such Settling State and over each Participating Manufacturer; (2) shall retain exclusive jurisdiction for the purposes of implementing and enforcing this Agreement and the Consent Decree as to such Settling State; and (3) except as provided in subsections IX(d), XI(c) and XVII(d) and Exhibit O, shall be the only court to which disputes under this Agreement or the Consent Decree are presented as to such Settling State. Provided, however, that notwithstanding the foregoing, the Escrow Court (as defined in the Escrow Agreement) shall have exclusive jurisdiction, as provided in section 15 of the Escrow Agreement, over any suit, action or proceeding seeking to interpret or enforce any provision of, or based on any right arising out of, the Escrow Agreement.

(b) Enforcement of Consent Decree. Except as expressly provided in the Consent Decree, any Settling State or Released Party may apply to the Court to enforce the terms of the Consent Decree (or for a declaration construing any such term) with respect to alleged violations within such Settling State. A Settling State may not seek to enforce the Consent Decree of another Settling State; provided, however, that nothing contained herein shall affect the ability of any Settling State to (1) coordinate state enforcement actions or proceedings, or (2) file or join any amicus brief. In the event that the Court determines that any Participating Manufacturer or Settling State has violated the Consent Decree within such Settling State, the party that initiated the proceedings may request any and all relief available within such Settling State pursuant to the Consent Decree.

(c) Enforcement of this Agreement.

(1) Except as provided in subsections IX(d), XI(c), XVII(d) and Exhibit O, any Settling State or Participating Manufacturer may bring an action in the Court to enforce the terms of this Agreement (or for a declaration construing any such term ("Declaratory Order")) with respect to disputes, alleged violations or alleged breaches within such Settling State.

(2) Before initiating such proceedings, a party shall provide 30 days' written notice to the Attorney General of each Settling State, to NAAG, and to each Participating Manufacturer of its intent to initiate proceedings pursuant to this subsection. The 30-day notice period may be shortened in the event that the relevant Attorney General reasonably determines that a compelling time-sensitive public health and safety concern requires more immediate action.

(3) In the event that the Court determines that any Participating Manufacturer or Settling State has violated or breached this Agreement, the party that initiated the proceedings may request an order restraining such violation or breach, and/or ordering compliance within such Settling State (an "Enforcement Order").

(4) If an issue arises as to whether a Participating Manufacturer has failed to comply with an Enforcement Order, the Attorney General for the Settling State in question may seek an order for interpretation or for monetary, civil contempt or criminal sanctions to enforce compliance with such Enforcement Order.

(5) If the Court finds that a good-faith dispute exists as to the meaning of the terms of this Agreement or a Declaratory Order, the Court may in its discretion determine to enter a Declaratory Order rather than an Enforcement Order.

(6) Whenever possible, the parties shall seek to resolve an alleged violation of this Agreement by discussion pursuant to subsection XVIII(m) of this Agreement. In addition, in determining whether to seek an Enforcement Order, or in determining whether to seek an order for monetary, civil contempt or criminal sanctions for any claimed violation of an Enforcement Order, the Attorney General shall give good-faith consideration to whether the Participating Manufacturer that is claimed to have violated this Agreement has taken appropriate and reasonable steps to cause the claimed violation to be cured, unless such party has been guilty of a pattern of violations of like nature.

(d) Right of Review. All orders and other judicial determinations made by any court in connection with this Agreement or any Consent Decree shall be subject to all available appellate review, and nothing in this Agreement or any Consent Decree shall be deemed to constitute a waiver of any right to any such review.

(e) Applicability. This Agreement and the Consent Decree apply only to the Participating Manufacturers in their corporate capacity acting through their respective successors and assigns, directors, officers, employees, agents, subsidiaries, divisions, or other internal organizational units of any kind or any other entities acting in concert or participation with them. The remedies, penalties and sanctions that may be imposed or assessed in connection with a breach or violation of this Agreement or the Consent Decree (or any Declaratory Order or Enforcement Order issued in connection with this Agreement or the Consent Decree) shall only apply to the Participating Manufacturers, and shall not be imposed or assessed against any employee, officer or director of any Participating Manufacturer, or against any other person or entity as a consequence of such breach or violation, and the Court shall have no jurisdiction to do so.

(f) Coordination of Enforcement. The Attorneys General of the Settling States (through NAAG) shall monitor potential conflicting interpretations by courts of different States of this Agreement and the Consent Decrees. The Settling States shall use their best efforts, in cooperation with the Participating Manufacturers, to coordinate and resolve the effects of such conflicting interpretations as to matters that are not exclusively local in nature.

(g) Inspection and Discovery Rights. Without limitation on whatever other rights to access they may be permitted by law, following State-Specific Finality in a Settling State and for seven years thereafter, representatives of the Attorney General of such Settling State may, for the purpose of enforcing this Agreement and the Consent Decree, upon reasonable cause to believe that a violation of this Agreement or the Consent Decree has occurred, and upon reasonable prior written notice (but in no event less than 10 Business Days): (1) have access during regular office hours to inspect and copy all relevant non-privileged, non-work-product books, records, meeting agenda and minutes, and other documents (whether in hard copy form or stored electronically) of each Participating Manufacturer insofar as they pertain to such believed violation; and (2) interview each Participating Manufacturer's directors, officers and employees (who shall be entitled to have counsel present) with respect to relevant, non-privileged, non-work-product matters pertaining to such believed violation. Documents and information provided to representatives of the Attorney General of such Settling State pursuant to this section VII shall be kept confidential by the Settling States, and shall be utilized only by the Settling States and only for purposes of enforcing this Agreement, the Consent Decree and the criminal law. The inspection and discovery rights provided to such Settling State pursuant to this subsection shall be coordinated through NAAG so as to avoid repetitive and excessive inspection and discovery.

VIII. CERTAIN ONGOING RESPONSIBILITIES OF THE SETTLING STATES

(a) Upon approval of the NAAG executive committee, NAAG will provide coordination and facilitation for the implementation and enforcement of this Agreement on behalf of the Attorneys General of the Settling States, including the following:

(1) NAAG will assist in coordinating the inspection and discovery activities referred to in subsections III(p)(3) and VII(g) regarding compliance with this Agreement by the Participating Manufacturers and any new tobacco-related trade associations.

(2) NAAG will convene at least two meetings per year and one major national conference every three years for the Attorneys General of the Settling States, the directors of the Foundation and three persons designated by each Participating Manufacturer. The purpose of the meetings and conference is to evaluate the success of this Agreement and coordinate efforts by the Attorneys General and the Participating Manufacturers to continue to reduce Youth smoking.

(3) NAAG will periodically inform NGA, NCSL, the National Association of Counties and the National League of Cities of the results of the meetings and conferences referred to in subsection (a)(2) above.

(4) NAAG will support and coordinate the efforts of the Attorneys General of the Settling States in carrying out their responsibilities under this Agreement.

(5) NAAG will perform the other functions specified for it in this Agreement, including the functions specified in section IV.

(b) Upon approval by the NAAG executive committee to assume the responsibilities outlined in subsection VIII(a) hereof, each Original Participating Manufacturer shall cause to be paid, beginning on December 31, 1998, and on December 31 of each year thereafter through and including December 31, 2007, its Relative Market Share of \$150,000 per year to the Escrow Agent (to be credited in the Subsection VIII(b) Account), who shall disburse such monies to NAAG within 10 Business Days, to fund the activities described in subsection VIII(a).

(c) The Attorneys General of the Settling States, acting through NAAG, shall establish a fund ("The States' Antitrust/Consumer Protection Tobacco Enforcement Fund") in the form attached as Exhibit J, which will be maintained by

such Attorneys General to supplement the Settling States' (1) enforcement and implementation of the terms of this Agreement and the Consent Decrees, and (2) investigation and litigation of potential violations of laws with respect to Tobacco Products, as set forth in Exhibit J. Each Original Participating Manufacturer shall on March 31, 1999, severally pay its Relative Market Share of \$50,000,000 to the Escrow Agent (to be credited to the Subsection VIII(c) Account), who shall disburse such monies to NAAG upon the occurrence of State-Specific Finality in at least one Settling State. Such funds will be used in accordance with the provisions of Exhibit J.

IX. PAYMENTS

(a) All Payments Into Escrow. All payments made pursuant to this Agreement (except those payments made pursuant to section XVII) shall be made into escrow pursuant to the Escrow Agreement, and shall be credited to the appropriate Account established pursuant to the Escrow Agreement. Such payments shall be disbursed to the beneficiaries or returned to the Participating Manufacturers only as provided in section XI and the Escrow Agreement. No payment obligation under this Agreement shall arise (1) unless and until the Escrow Court has approved and retained jurisdiction over the Escrow Agreement or (2) if such approval is reversed (unless and until such reversal is itself reversed). The parties agree to proceed as expeditiously as possible to resolve any issues that prevent approval of the Escrow Agreement. If any payment (other than the first initial payment under subsection IX(b)) is delayed because the Escrow Agreement has not been approved, such payment shall be due and payable (together with interest at the Prime Rate) within 10 Business Days after approval of the Escrow Agreement by the Escrow Court.

(b) Initial Payments. On the second Business Day after the Escrow Court approves and retains jurisdiction over the Escrow Agreement, each Original Participating Manufacturer shall severally pay to the Escrow Agent (to be credited to the Subsection IX(b) Account (First)) its Market Capitalization Percentage (as set forth in Exhibit K) of the base amount of \$2,400,000,000. On January 10, 2000, each Original Participating Manufacturer shall severally pay to the Escrow Agent its Relative Market Share of the base amount of \$2,472,000,000. On January 10, 2001, each Original Participating Manufacturer shall severally pay to the Escrow Agent its Relative Market Share of the base amount of \$2,546,160,000. On January 10, 2002, each Original Participating Manufacturer shall severally pay to the Escrow Agent its Relative Market Share of the base amount of \$2,622,544,800. On January 10, 2003, each Original Participating Manufacturer shall severally pay to the Escrow Agent its Relative Market Share of the base amount of \$2,701,221,144. The payments pursuant to this subsection (b) due on or after January 10, 2000 shall be credited to the Subsection IX(b) Account (Subsequent). The foregoing payments shall be modified in accordance with this subsection (b). The payments made by the Original Participating Manufacturers pursuant to this subsection (b) (other than the first such payment) shall be subject to the Volume Adjustment, the Non-Settling States Reduction and the offset for miscalculated or disputed payments described in subsection XI(i). The first payment due under this subsection (b) shall be subject to the Non-Settling States Reduction, but such reduction shall be determined as of the date one day before such payment is due (rather than the date 15 days before).

(c) Annual Payments and Strategic Contribution Payments.

(1) On April 15, 2000 and on April 15 of each year thereafter in perpetuity, each Original Participating Manufacturer shall severally pay to the Escrow Agent (to be credited to the Subsection IX(c)(1) Account) its Relative Market Share of the base amounts specified below, as such payments are modified in accordance with this subsection (c)(1):

Year	Base Amount
2000	\$4,500,000,000
2001	\$5,000,000,000
2002	\$6,500,000,000
2003	\$6,500,000,000
2004	\$8,000,000,000
2005	\$8,000,000,000
2006	\$8,000,000,000
2007	\$8,000,000,000
2008	\$8,139,000,000
2009	\$8,139,000,000
2010	\$8,139,000,000
2011	\$8,139,000,000
2012	\$8,139,000,000
2013	\$8,139,000,000
2014	\$8,139,000,000
2015	\$8,139,000,000
2016	\$8,139,000,000
2017	\$8,139,000,000
2018 and each year thereafter	\$9,000,000,000

The payments made by the Original Participating Manufacturers pursuant to this subsection (c)(1) shall be subject to the Inflation Adjustment, the Volume Adjustment, the Previously Settled States Reduction, the Non-Settling States Reduction, the NPM Adjustment, the offset for miscalculated or disputed payments described in subsection XI(i), the Federal

Tobacco Legislation Offset, the Litigating Releasing Parties Offset, and the offsets for claims over described in subsections XII(a)(4)(B) and XII(a)(8).

(2) On April 15, 2008 and on April 15 of each year thereafter through 2017, each Original Participating Manufacturer shall severally pay to the Escrow Agent (to be credited to the Subsection IX(c)(2) Account) its Relative Market Share of the base amount of \$861,000,000, as such payments are modified in accordance with this subsection (c)(2). The payments made by the Original Participating Manufacturers pursuant to this subsection (c)(2) shall be subject to the Inflation Adjustment, the Volume Adjustment, the NPM Adjustment, the offset for miscalculated or disputed payments described in subsection XI(i), the Federal Tobacco Legislation Offset, the Litigating Releasing Parties Offset, and the offsets for claims over described in subsections XII(a)(4)(B) and XII(a)(8). Such payments shall also be subject to the Non-Settling States Reduction; provided, however, that for purposes of payments due pursuant to this subsection (c)(2) (and corresponding payments by Subsequent Participating Manufacturers under subsection IX(i)), the Non-Settling States Reduction shall be derived as follows: (A) the payments made by the Original Participating Manufacturers pursuant to this subsection (c)(2) shall be allocated among the Settling States on a percentage basis to be determined by the Settling States pursuant to the procedures set forth in Exhibit U, and the resulting allocation percentages disclosed to the Escrow Agent, the Independent Auditor and the Original Participating Manufacturers not later than June 30, 1999; and (B) the Non-Settling States Reduction shall be based on the sum of the Allocable Shares so established pursuant to subsection (c)(2)(A) for those States that were Settling States as of the MSA Execution Date and as to which this Agreement has terminated as of the date 15 days before the payment in question is due.

(d) Non-Participating Manufacturer Adjustment.

(1) Calculation of NPM Adjustment for Original Participating Manufacturers. To protect the public health gains achieved by this Agreement, certain payments made pursuant to this Agreement shall be subject to an NPM Adjustment. Payments by the Original Participating Manufacturers to which the NPM Adjustment applies shall be adjusted as provided below:

(A) Subject to the provisions of subsections (d)(1)(C), (d)(1)(D) and (d)(2) below, each Allocated Payment shall be adjusted by subtracting from such Allocated Payment the product of such Allocated Payment amount multiplied by the NPM Adjustment Percentage. The "NPM Adjustment Percentage" shall be calculated as follows:

(i) If the Market Share Loss for the year immediately preceding the year in which the payment in question is due is less than or equal to 0 (zero), then the NPM Adjustment Percentage shall equal zero.

(ii) If the Market Share Loss for the year immediately preceding the year in which the payment in question is due is greater than 0 (zero) and less than or equal to 16 2/3 percentage points, then the NPM Adjustment Percentage shall be equal to the product of (x) such Market Share Loss and (y) 3 (three).

(iii) If the Market Share Loss for the year immediately preceding the year in which the payment in question is due is greater than 16 2/3 percentage points, then the NPM Adjustment Percentage shall be equal to the sum of (x) 50 percentage points and (y) the product of (1) the Variable Multiplier and (2) the result of such Market Share Loss minus 16 2/3 percentage points.

(B) Definitions:

(i) "Base Aggregate Participating Manufacturer Market Share" means the result of (x) the sum of the applicable Market Shares (the applicable Market Share to be that for 1997) of all present and former Tobacco Product Manufacturers that were Participating Manufacturers during the entire calendar year immediately preceding the year in which the payment in question is due minus (y) 2 (two) percentage points.

(ii) "Actual Aggregate Participating Manufacturer Market Share" means the sum of the applicable Market Shares of all present and former Tobacco Product Manufacturers that were Participating Manufacturers during the entire calendar year immediately preceding the year in which the payment in question is due (the applicable Market Share to be that for the calendar year immediately preceding the year in which the payment in question is due).

(iii) "Market Share Loss" means the result of (x) the Base Aggregate Participating Manufacturer Market Share minus (y) the Actual Aggregate Participating Manufacturer Market Share.

(iv) "Variable Multiplier" equals 50 percentage points divided by the result of (x) the Base Aggregate Participating Manufacturer Market Share minus (y) 16 2/3 percentage points.

(C) On or before February 2 of each year following a year in which there was a Market Share Loss greater than zero, a nationally recognized firm of economic consultants (the "Firm") shall determine whether the disadvantages experienced as a result of the provisions of this Agreement were a significant factor contributing to the Market Share Loss for the year in question. If the Firm determines that the disadvantages experienced as a result of the provisions of this Agreement were a significant factor contributing to the Market Share Loss for the year in question, the NPM Adjustment described in subsection IX(d)(1) shall apply. If the Firm determines that the disadvantages experienced as a result of the provisions of this Agreement were not a significant factor contributing to the Market Share Loss for the year in question, the NPM Adjustment described in subsection IX(d)(1) shall not apply. The Original Participating Manufacturers, the Settling States, and the Attorneys General for the Settling States shall cooperate to ensure that the determination described in this subsection (1)(C) is timely made. The Firm shall be acceptable to (and the principals responsible for this assignment shall be acceptable to) both the Original Participating Manufacturers and a majority of those Attorneys General who are both the

Attorney General of a Settling State and a member of the NAAG executive committee at the time in question (or in the event no such firm or no such principals shall be acceptable to such parties, National Economic Research Associates, Inc., or its successors by merger, acquisition or otherwise ("NERA"), acting through a principal or principals acceptable to such parties, if such a person can be identified and, if not, acting through a principal or principals identified by NERA, or a successor firm selected by the CPR Institute for Dispute Resolution). As soon as practicable after the MSA Execution Date, the Firm shall be jointly retained by the Settling States and the Original Participating Manufacturers for the purpose of making the foregoing determination, and the Firm shall provide written notice to each Settling State, to NAAG, to the Independent Auditor and to each Participating Manufacturer of such determination. The determination of the Firm with respect to this issue shall be conclusive and binding upon all parties, and shall be final and non-appealable. The reasonable fees and expenses of the Firm shall be paid by the Original Participating Manufacturers according to their Relative Market Shares. Only the Participating Manufacturers and the Settling States, and their respective counsel, shall be entitled to communicate with the Firm with respect to the Firm's activities pursuant to this subsection 1)(C).

(D) No NPM Adjustment shall be made with respect to a payment if the aggregate number of Cigarettes shipped in or to the fifty United States, the District of Columbia and Puerto Rico in the year immediately preceding the year in which the payment in question is due by those Participating Manufacturers that had become Participating Manufacturers prior to 14 days after the MSA Execution Date is greater than the aggregate number of Cigarettes shipped in or to the fifty United States, the District of Columbia, and Puerto Rico in 1997 by such Participating Manufacturers (and any of their Affiliates that made such shipments in 1997, as demonstrated by certified audited statements of such Affiliates' shipments, and that do not continue to make such shipments after the MSA Execution Date because the responsibility for such shipments has been transferred to one of such Participating Manufacturers). Measurements of shipments for purposes of this subsection (D) shall be made in the manner prescribed in subsection 1)(mm); in the event that such shipment data is unavailable for any Participating Manufacturer for 1997, such Participating Manufacturer's shipment volume for such year shall be measured in the manner prescribed in subsection 1)(n).

(2) Allocation among Settling States of NPM Adjustment for Original Participating Manufacturers.

(A) The NPM Adjustment set forth in subsection (d)(1) shall apply to the Allocated Payments of all Settling States, except as set forth below.

(B) A Settling State's Allocated Payment shall not be subject to an NPM Adjustment: (i) if such Settling State continuously had a Qualifying Statute (as defined in subsection (2)(E) below) in full force and effect during the entire calendar year immediately preceding the year in which the payment in question is due, and diligently enforced the provisions of such statute during such entire calendar year; or (ii) if such Settling State enacted the Model Statute (as defined in subsection (2)(E) below) for the first time during the calendar year immediately preceding the year in which the payment in question is due, continuously had the Model Statute in full force and effect during the last six months of such calendar year, and diligently enforced the provisions of such statute during the period in which it was in full force and effect.

(C) The aggregate amount of the NPM Adjustments that would have applied to the Allocated Payments of those Settling States that are not subject to an NPM Adjustment pursuant to subsection (2)(B) shall be reallocated among all other Settling States pro rata in proportion to their respective Allocable Shares (the applicable Allocable Shares being those listed in Exhibit A), and such other Settling States' Allocated Payments shall be further reduced accordingly.

(D) This subsection (2)(D) shall apply if the amount of the NPM Adjustment applied pursuant to subsection (2)(A) to any Settling State plus the amount of the NPM Adjustments reallocated to such Settling State pursuant to subsection (2)(C) in any individual year would either (i) exceed such Settling State's Allocated Payment in that year, or (ii) if subsection (2)(F) applies to the Settling State in question, exceed 65% of such Settling State's Allocated Payment in that year. For each Settling State that has an excess as described in the preceding sentence, the excess amount of NPM Adjustment shall be further reallocated among all other Settling States whose Allocated Payments are subject to an NPM Adjustment and that do not have such an excess, pro rata in proportion to their respective Allocable Shares, and such other Settling States' Allocated Payments shall be further reduced accordingly. The provisions of this subsection (2)(D) shall be repeatedly applied in any individual year until either (i) the aggregate amount of NPM Adjustments has been fully reallocated or (ii) the full amount of the NPM Adjustments subject to reallocation under subsection (2)(C) or (2)(D) cannot be fully reallocated in any individual year as described in those subsections because (x) the Allocated Payment in that year of each Settling State that is subject to an NPM Adjustment and to which subsection (2)(F) does not apply has been reduced to zero, and (y) the Allocated Payment in that year of each Settling State to which subsection (2)(F) applies has been reduced to 35% of such Allocated Payment.

(E) A "Qualifying Statute" means a Settling State's statute, regulation, law and/or rule (applicable everywhere the Settling State has authority to legislate) that effectively and fully neutralizes the cost disadvantages that the Participating Manufacturers experience vis-à-vis Non-Participating Manufacturers within such Settling State as a result of the provisions of this Agreement. Each Participating Manufacturer and each Settling State agree that the model statute in the form set forth in Exhibit T (the "Model Statute"), if enacted without modification or addition (except for particularized state procedural or technical requirements) and not in conjunction with any other legislative or regulatory proposal, shall constitute a Qualifying Statute. Each Participating Manufacturer agrees to support the enactment of such Model Statute if such Model

Statute is introduced or proposed (i) without modification or addition (except for particularized procedural or technical requirements), and (ii) not in conjunction with any other legislative proposal.

(F) If a Settling State (i) enacts the Model Statute without any modification or addition (except for particularized state procedural or technical requirements) and not in conjunction with any other legislative or regulatory proposal, (ii) uses its best efforts to keep the Model Statute in full force and effect by, among other things, defending the Model Statute fully in any litigation brought in state or federal court within such Settling State (including litigating all available appeals that may affect the effectiveness of the Model Statute), and (iii) otherwise complies with subsection (2)(B), but a court of competent jurisdiction nevertheless invalidates or renders unenforceable the Model Statute with respect to such Settling State, and but for such ruling the Settling State would have been exempt from an NPM Adjustment under subsection (2)(B), then the NPM Adjustment (including reallocations pursuant to subsections (2)(C) and (2)(D)) shall still apply to such Settling State's Allocated Payments but in any individual year shall not exceed 65% of the amount of such Allocated Payments.

(G) In the event a Settling State proposes and/or enacts a statute, regulation, law and/or rule (applicable everywhere the Settling State has authority to legislate) that is not the Model Statute and asserts that such statute, regulation, law and/or rule is a Qualifying Statute, the Firm shall be jointly retained by the Settling States and the Original Participating Manufacturers for the purpose of determining whether or not such statute, regulation, law and/or rule constitutes a Qualifying Statute. The Firm shall make the foregoing determination within 90 days of a written request to it from the relevant Settling State (copies of which request the Settling State shall also provide to all Participating Manufacturers and the Independent Auditor), and the Firm shall promptly thereafter provide written notice of such determination to the relevant Settling State, NAAG, all Participating Manufacturers and the Independent Auditor. The determination of the Firm with respect to this issue shall be conclusive and binding upon all parties, and shall be final and non-appealable; provided, however, (i) that such determination shall be of no force and effect with respect to a proposed statute, regulation, law and/or rule that is thereafter enacted with any modification or addition; and (ii) that the Settling State in which the Qualifying Statute was enacted and any Participating Manufacturer may at any time request that the Firm reconsider its determination as to this issue in light of subsequent events (including, without limitation, subsequent judicial review, interpretation, modification and/or disapproval of a Settling State's Qualifying Statute, and the manner and/or effect of enforcement of such Qualifying Statute). The Original Participating Manufacturers shall severally pay their Relative Market Shares of the reasonable fees and expenses of the Firm. Only the Participating Manufacturers and Settling States, and their respective counsel, shall be entitled to communicate with the Firm with respect to the Firm's activities pursuant to this subsection (2)(G).

(H) Except as provided in subsection (2)(F), in the event a Qualifying Statute is enacted within a Settling State and is thereafter invalidated or declared unenforceable by a court of competent jurisdiction, otherwise rendered not in full force and effect, or, upon reconsideration by the Firm pursuant to subsection (2)(G) determined not to constitute a Qualifying Statute, then such Settling State's Allocated Payments shall be fully subject to an NPM Adjustment unless and until the requirements of subsection (2)(B) have been once again satisfied.

(3) **Allocation of NPM Adjustment among Original Participating Manufacturers.** The portion of the total amount of the NPM Adjustment to which the Original Participating Manufacturers are entitled in any year that can be applied in such year consistent with subsection 1X(d)(2) (the "Available NPM Adjustment") shall be allocated among them as provided in this subsection 1X(d)(3).

(A) The "Base NPM Adjustment" shall be determined for each Original Participating Manufacturer in such year as follows:

(i) For those Original Participating Manufacturers whose Relative Market Shares in the year immediately preceding the year in which the NPM Adjustment in question is applied exceed or are equal to their respective 1997 Relative Market Shares, the Base NPM Adjustment shall equal 0 (zero).

(ii) For those Original Participating Manufacturers whose Relative Market Shares in the year immediately preceding the year in which the NPM Adjustment in question is applied are less than their respective 1997 Relative Market Shares, the Base NPM Adjustment shall equal the result of (x) the difference between such Original Participating Manufacturer's Relative Market Share in such preceding year and its 1997 Relative Market Share multiplied by both (y) the number of individual Cigarettes (expressed in thousands of units) shipped in or to the United States, the District of Columbia and Puerto Rico by all the Original Participating Manufacturers in such preceding year (determined in accordance with subsection 1)(mm) and (z) \$20 per each thousand units of Cigarettes (as this number is adjusted pursuant to subsection 1X(d)(3)(C) below).

(iii) For those Original Participating Manufacturers whose Base NPM Adjustment, if calculated pursuant to subsection (ii) above, would exceed \$300 million (as this number is adjusted pursuant to subsection 1X(d)(3)(C) below), the Base NPM Adjustment shall equal \$300 million (or such adjusted number, as provided in subsection 1X(d)(3)(C) below).

(B) The share of the Available NPM Adjustment each Original Participating Manufacturer is entitled to shall be calculated as follows:

(i) If the Available NPM Adjustment the Original Participating Manufacturers are entitled to in any year is less than or equal to the sum of the Base NPM Adjustments of all Original Participating

Manufacturers in such year, then such Available NPM Adjustment shall be allocated among those Original Participating Manufacturers whose Base NPM Adjustment is not equal to 0 (zero) pro rata in proportion to their respective Base NPM Adjustments.

(ii) If the Available NPM Adjustment the Original Participating Manufacturers are entitled to in any year exceeds the sum of the Base NPM Adjustments of all Original Participating Manufacturers in such year, then (x) the difference between such Available NPM Adjustment and such sum of the Base NPM Adjustments shall be allocated among the Original Participating Manufacturers pro rata in proportion to their Relative Market Shares (the applicable Relative Market Shares to be those in the year immediately preceding such year), and (y) each Original Participating Manufacturer's share of such Available NPM Adjustment shall equal the sum of (1) its Base NPM Adjustment for such year, and (2) the amount allocated to such Original Participating Manufacturer pursuant to clause (x).

(iii) If an Original Participating Manufacturer's share of the Available NPM Adjustment calculated pursuant to subsection 1X(d)(3)(B)(i) or 1X(d)(3)(B)(ii) exceeds such Original Participating Manufacturer's payment amount to which such NPM Adjustment applies (as such payment amount has been determined pursuant to step B of clause "Seventh" of subsection 1X(j)), then (1) such Original Participating Manufacturer's share of the Available NPM Adjustment shall equal such payment amount, and (2) such excess shall be reallocated among the other Original Participating Manufacturers pro rata in proportion to their Relative Market Shares.

(C) Adjustments:

(i) For calculations made pursuant to this subsection 1X(d)(3) (if any) with respect to payments due in the year 2000, the number used in subsection 1X(d)(3)(A)(ii)(z) shall be 520 and the number used in subsection 1X(d)(3)(A)(iii) shall be \$300 million. Each year thereafter, both these numbers shall be adjusted upward or downward by multiplying each of them by the quotient produced by dividing (x) the average revenue per Cigarette of all the Original Participating Manufacturers in the year immediately preceding such year, by (y) the average revenue per Cigarette of all the Original Participating Manufacturers in the year immediately preceding such immediately preceding year.

(ii) For purposes of this subsection, the average revenue per Cigarette of all the Original Participating Manufacturers in any year shall equal (x) the aggregate revenues of all the Original Participating Manufacturers from sales of Cigarettes in the fifty United States, the District of Columbia and Puerto Rico after Federal excise taxes and after payments pursuant to this Agreement and the tobacco litigation Settlement Agreements with the States of Florida, Mississippi, Minnesota and Texas (as such revenues are reported to the United States Securities and Exchange Commission ("SEC") for such year (either independently by the Original Participating Manufacturer or as part of consolidated financial statements reported to the SEC by an Affiliate of the Original Participating Manufacturers) or, in the case of an Original Participating Manufacturer that does not report income to the SEC, as reported in financial statements prepared in accordance with United States generally accepted accounting principles and audited by a nationally recognized accounting firm), divided by (y) the aggregate number of the individual Cigarettes shipped in or to the United States, the District of Columbia and Puerto Rico by all the Original Participating Manufacturers in such year (determined in accordance with subsection 1I(m)).

(D) In the event that in the year immediately preceding the year in which the NPM Adjustment in question is applied both (x) the Relative Market Share of Lorillard Tobacco Company (or of its successor) ("Lorillard") was less than or equal to 20.00000000%, and (y) the number of individual Cigarettes shipped in or to the United States, the District of Columbia and Puerto Rico by Lorillard (determined in accordance with subsection 1I(m)) (for purposes of this subsection (D), "Volume") was less than or equal to 70 billion, Lorillard's and Philip Morris Incorporated's (or its successor's) ("Philip Morris") shares of the Available NPM Adjustment calculated pursuant to subsections (3)(A)-(C) above shall be further reallocated between Lorillard and Philip Morris as follows (this subsection (3)(D) shall not apply in the year in which either of the two conditions specified in this sentence is not satisfied):

(i) Notwithstanding subsections (A)-(C) of this subsection (d)(3), but subject to further adjustment pursuant to subsections (D)(ii) and (D)(iii) below, Lorillard's share of the Available NPM Adjustment shall equal its Relative Market Share of such Available NPM Adjustment (the applicable Relative Market Share to be that in the year immediately preceding the year in which such NPM Adjustment is applied). The dollar amount of the difference between the share of the Available NPM Adjustment Lorillard is entitled to pursuant to the preceding sentence and the share of the Available NPM Adjustment it would be entitled to in the same year pursuant to subsections (d)(3)(A)-(C) shall be reallocated to Philip Morris and used to decrease or increase, as the case may be, Philip Morris's share of the Available NPM Adjustment in such year calculated pursuant to subsections (d)(3)(A)-(C).

(ii) In the event that in the year immediately preceding the year in which the NPM Adjustment in question is applied either (x) Lorillard's Relative Market Share was greater than 15.00000000% (but did not exceed 20.00000000%), or (y) Lorillard's Volume was greater than 50 billion (but did not exceed 70 billion), or both, Lorillard's share of the Available NPM Adjustment calculated pursuant to subsection (d)(3)(D)(i) shall be reduced by a percentage equal to the greater of (1) 10.00000000% for each percentage point (or fraction thereof) of excess of such Relative Market Share over 15.00000000% (if any), or (2) 2.50000000% for each billion (or fraction thereof) of excess of such Volume over 50 billion (if any). The dollar amount by which Lorillard's share of the Available NPM Adjustment is reduced in any year pursuant to this subsection (D)(ii) shall be reallocated to Philip Morris and used to increase Philip Morris's share of the Available NPM Adjustment in such year.

In the event that in any year a reallocation of the shares of the Available NPM Adjustment between Lorillard and Philip Morris pursuant to this subsection (d)(3)(D) results in Philip Morris's share of the Available NPM Adjustment in such year exceeding the greater of (x) Philip Morris's Relative Market Share of such Available NPM Adjustment (the applicable Relative Market Share to be that in the year immediately preceding such year), or (y) Philip Morris's share of the Available NPM Adjustment in such year calculated pursuant to subsections (d)(3)(A)-(C), Philip Morris's share of the Available NPM Adjustment in such year shall be reduced to equal the greater of (x) or (y) above. In such instance, the dollar amount by which Philip Morris's share of the Available NPM Adjustment is reduced pursuant to the preceding sentence shall be reallocated to Lorillard and used to increase Lorillard's share of the Available NPM Adjustment in such year.

(iv) In the event that either Philip Morris or Lorillard is treated as a Non-Participating Manufacturer for purposes of this subsection 1X(d)(3) pursuant to subsection XVIII(w)(2)(A), this subsection (3)(D) shall not be applied, and the Original Participating Manufacturers' shares of the Available NPM Adjustment shall be determined solely as described in subsections (3)(A)-(C).

(4) NPM Adjustment for Subsequent Participating Manufacturers. Subject to the provisions of subsection 1X(i)(3), a Subsequent Participating Manufacturer shall be entitled to an NPM Adjustment with respect to payments due from such Subsequent Participating Manufacturer in any year during which an NPM Adjustment is applicable under subsection (d)(1) above to payments due from the Original Participating Manufacturers. The amount of such NPM Adjustment shall equal the product of (A) the NPM Adjustment Percentage for such year multiplied by (B) the sum of the payments due in the year in question from such Subsequent Participating Manufacturer that correspond to payments due from Original Participating Manufacturers pursuant to subsection 1X(c) (as such payment amounts due from such Subsequent Participating Manufacturer have been adjusted and allocated pursuant to clauses "First" through "Fifth" of subsection 1X(j)). The NPM Adjustment to payments by each Subsequent Participating Manufacturer shall be allocated and reallocated among the Settling States in a manner consistent with subsection (d)(2) above.

(e) Supplemental Payments. Beginning on April 15, 2004, and on April 15 of each year thereafter in perpetuity, in the event that the sum of the Market Shares of the Participating Manufacturers that were Participating Manufacturers during the entire calendar year immediately preceding the year in which the payment in question would be due (the applicable Market Share to be that for the calendar year immediately preceding the year in which the payment in question would be due) equals or exceeds 99.05000000%, each Original Participating Manufacturer shall severally pay to the Escrow Agent (to be credited to the Subsection 1X(e) Account) for the benefit of the Foundation its Relative Market Share of the base amount of \$300,000,000, as such payments are modified in accordance with this subsection (e). Such payments shall be utilized by the Foundation to fund the national public education functions of the Foundation described in subsection VI(f)(1), in the manner described in and subject to the provisions of subsections VI(g) and VI(h). The payments made by the Original Participating Manufacturers pursuant to this subsection shall be subject to the Inflation Adjustment, the Volume Adjustment, the Non-Settling States Reduction, and the offset for miscalculated or disputed payments described in subsection XI(i).

(f) Payment Responsibility. The payment obligations of each Participating Manufacturer pursuant to this Agreement shall be the several responsibility only of that Participating Manufacturer. The payment obligations of a Participating Manufacturer shall not be the obligation or responsibility of any Affiliate of such Participating Manufacturer. The payment obligations of a Participating Manufacturer shall not be the obligation or responsibility of any other Participating Manufacturer. Provided, however, that no provision of this Agreement shall waive or excuse liability under any state or federal fraudulent conveyance or fraudulent transfer law. Any Participating Manufacturer whose Market Share (or Relative Market Share) in any given year equals zero shall have no payment obligations under this Agreement in the succeeding year.

(g) Corporate Structures. Due to the particular corporate structures of R.J. Reynolds Tobacco Company ("Reynolds") and Brown & Williamson Tobacco Corporation ("B&W") with respect to their non-domestic tobacco operations, Reynolds and B&W shall be severally liable for their respective shares of each payment due pursuant to this Agreement up to (and their liability hereunder shall not exceed) the full extent of their assets used in and earnings derived from, the manufacture and/or sale in the States of Tobacco Products intended for domestic consumption, and no recourse shall be had against any of their other assets or earnings to satisfy such obligations.

(h) Accrual of Interest. Except as expressly provided otherwise in this Agreement, any payment due hereunder and not paid when due (or payments requiring the accrual of interest under subsection XI(d)) shall accrue interest from and including the date such payment is due until (but not including) the date paid at the Prime Rate plus three percentage points.

(i) Payments by Subsequent Participating Manufacturers.

(1) A Subsequent Participating Manufacturer shall have payment obligations under this Agreement only in the event that its Market Share in any calendar year exceeds the greater of (1) its 1998 Market Share or (2) 125 percent of its 1997 Market Share (subject to the provisions of subsection (i)(4)). In the year following any such calendar year, such Subsequent Participating Manufacturer shall make payments corresponding to those due in that same following year from the Original Participating Manufacturers pursuant to subsections VI(c) (except for the payment due on March 31, 1999), 1X(c)(1), 1X(c)(2) and 1X(e). The amounts of such corresponding payments by a Subsequent Participating Manufacturer are in addition to the corresponding payments that are due from the Original Participating Manufacturers and shall be determined as described in subsections (2) and (3) below. Such payments by a Subsequent Participating Manufacturer shall (A) be due on the same dates as the corresponding payments are due from Original Participating Manufacturers; (B) be for the same

purpose as such corresponding payments; and (C) be paid, allocated and distributed in the same manner as such corresponding payments.

(2) The base amount due from a Subsequent Participating Manufacturer on any given date shall be determined by multiplying (A) the corresponding base amount due on the same date from all of the Original Participating Manufacturers (as such base amount is specified in the corresponding subsection of this Agreement and is adjusted by the Volume Adjustment (except for the provisions of subsection (B)(ii) of Exhibit E), but before such base amount is modified by any other adjustments, reductions or offsets) by (B) the quotient produced by dividing (i) the result of (x) such Subsequent Participating Manufacturer's applicable Market Share (the applicable Market Share being that for the calendar year immediately preceding the year in which the payment in question is due) minus (y) the greater of (1) its 1998 Market Share or (2) 125 percent of its 1997 Market Share, by (ii) the aggregate Market Shares of the Original Participating Manufacturers (the applicable Market Shares being those for the calendar year immediately preceding the year in which the payment in question is due).

(3) Any payment due from a Subsequent Participating Manufacturer under subsections (1) and (2) above shall be subject (up to the full amount of such payment) to the Inflation Adjustment, the Non-Settling States Reduction, the NPM Adjustment, the offset for miscalculated or disputed payments described in subsection XI(i), the Federal Tobacco Legislation Offset, the Litigating Parties Offset and the offsets for claims over described in subsections XII(a)(4)(B) and XII(a)(8), to the extent that such adjustments, reductions or offsets would apply to the corresponding payment due from the Original Participating Manufacturers. Provided, however, that all adjustments and offsets to which a Subsequent Participating Manufacturer is entitled may only be applied against payments by such Subsequent Participating Manufacturer, if any, that are due within 12 months after the date on which the Subsequent Participating Manufacturer becomes entitled to such adjustment or makes the payment that entitles it to such offset, and shall not be carried forward beyond that time even if not fully used.

(4) For purposes of this subsection (i), the 1997 (or 1998, as applicable) Market Share (and 125 percent thereof) of those Subsequent Participating Manufacturers that either (A) became a signatory to this Agreement more than 60 days after the MSA Execution Date or (B) had no Market Share in 1997 (or 1998, as applicable), shall equal zero.

(j) Order of Application of Allocations, Offsets, Reductions and Adjustments. The payments due under this Agreement shall be calculated as set forth below. The "base amount" referred to in clause "First" below shall mean (1) in the case of payments due from Original Participating Manufacturers, the base amount referred to in the subsection establishing the payment obligation in question; and (2) in the case of payments due from a Subsequent Participating Manufacturer, the base amount referred to in subsection (i)(2) for such Subsequent Participating Manufacturer. In the event that a particular adjustment, reduction or offset referred to in a clause below does not apply to the payment being calculated, the result of the clause in question shall be deemed to be equal to the result of the immediately preceding clause. (If clause "First" is inapplicable, the result of clause "First" will be the base amount of the payment in question prior to any offsets, reductions or adjustments.)

First: the Inflation Adjustment shall be applied to the base amount of the payment being calculated;

Second: the Volume Adjustment (other than the provisions of subsection (B)(iii) of Exhibit E) shall be applied to the result of clause "First";

Third: the result of clause "Second" shall be reduced by the Previously Settled States Reduction;

Fourth: the result of clause "Third" shall be reduced by the Non-Settling States Reduction;

Fifth: in the case of payments due under subsections IX(c)(1) and IX(c)(2), the results of clause "Fourth" for each such payment due in the calendar year in question shall be apportioned among the Settling States pro rata in proportion to their respective Allocable Shares, and the resulting amounts for each particular Settling State shall then be added together to form such Settling State's Allocated Payment. In the case of payments due under subsection IX(i) that correspond to payments due under subsections IX(c)(1) or IX(c)(2), the results of clause "Fourth" for all such payments due from a particular Subsequent Participating Manufacturer in the calendar year in question shall be apportioned among the Settling States pro rata in proportion to their respective Allocable Shares, and the resulting amounts for each particular Settling State shall then be added together. (In the case of all other payments made pursuant to this Agreement, this clause "Fifth" is inapplicable.);

Sixth: the NPM Adjustment shall be applied to the results of clause "Fifth" pursuant to subsections IX(d)(1) and (d)(2) (or, in the case of payments due from the Subsequent Participating Manufacturers, pursuant to subsection IX(d)(4));

Seventh: in the case of payments due from the Original Participating Manufacturers to which clause "Fifth" (and therefore clause "Sixth") does not apply, the result of clause "Fourth" shall be allocated among the Original Participating Manufacturers according to their Relative Market Shares. In the case of payments due from the Original Participating Manufacturers to which clause "Fifth" applies: (A) the Allocated Payments of all Settling States determined pursuant to clause "Fifth" (prior to reduction pursuant to clause "Sixth") shall be added together; (B) the resulting sum shall be allocated among the Original Participating Manufacturers according to their Relative Market Shares and subsection (B)(iii) of Exhibit E hereto (if such subsection is applicable); (C) the Available NPM Adjustment (as determined pursuant to clause "Sixth") shall be allocated among the Original Participating Manufacturers pursuant to subsection IX(d)(3); (D) the respective result of step (C) above for each Original Participating Manufacturer shall be subtracted from the respective result of step (B) above

for such Original Participating Manufacturer; and (E) the resulting payment amount due from each Original Participating Manufacturer shall then be allocated among the Settling States in proportion to the respective results of clause "Sixth" for each Settling State. The offsets described in clauses "Eighth" through "Twelfth" shall then be applied separately against each Original Participating Manufacturer's resulting payment shares (on a Settling State by Settling State basis) according to each Original Participating Manufacturer's separate entitlement to such offsets, if any, in the calendar year in question. (In the case of payments due from Subsequent Participating Manufacturers, this clause "Seventh" is inapplicable.)

Eighth: the offset for miscalculated or disputed payments described in subsection XI(i) (and any carry-forwards arising from such offset) shall be applied to the results of clause "Seventh" (in the case of payments due from the Original Participating Manufacturers) or to the results of clause "Sixth" (in the case of payments due from Subsequent Participating Manufacturers);

Ninth: the Federal Tobacco Legislation Offset (including any carry-forwards arising from such offset) shall be applied to the results of clause "Eighth";

Tenth: the Litigating Parties Offset (including any carry-forwards arising from such offset) shall be applied to the results of clause "Ninth";

Eleventh: the offset for claims over pursuant to subsection XII(a)(4)(B) (including any carry-forwards arising from such offset) shall be applied to the results of clause "Tenth";

Twelfth: the offset for claims over pursuant to subsection XII(a)(8) (including any carry-forwards arising from such offset) shall be applied to the results of clause "Eleventh"; and

Thirteenth: in the case of payments to which clause "Fifth" applies, the Settling States' allocated shares of the payments due from each Participating Manufacturer (as such shares have been determined in step (E) of clause "Seventh" in the case of payments from the Original Participating Manufacturers or in clause "Sixth" in the case of payments from the Subsequent Participating Manufacturers, and have been reduced by clauses "Eighth" through "Twelfth") shall be added together to state the aggregate payment obligation of each Participating Manufacturer with respect to the payments in question. (In the case of a payment to which clause "Fifth" does not apply, the aggregate payment obligation of each Participating Manufacturer with respect to the payment in question shall be stated by the results of clause "Eighth.")

X. EFFECT OF FEDERAL TOBACCO-RELATED LEGISLATION

(a) If federal tobacco-related legislation is enacted after the MSA Execution Date and on or before November 30, 2002, and if such legislation provides for payment(s) by any Original Participating Manufacturer (whether by settlement payment, tax or any other means), all or part of which are actually made available to a Settling State ("Federal Funds"), each Original Participating Manufacturer shall receive a continuing dollar-for-dollar offset for any and all amounts that are paid by such Original Participating Manufacturer pursuant to such legislation and actually made available to such Settling State (except as described in subsections (b) and (c) below). Such offset shall be applied against the applicable Original Participating Manufacturer's share (determined as described in step E of clause "Seventh" of subsection IX(j)) of such Settling State's Allocated Payment, up to the full amount of such Original Participating Manufacturer's share of such Allocated Payment (as such share had been reduced by adjustment, if any, pursuant to the NPM Adjustment and has been reduced by offset, if any, pursuant to the offset for miscalculated or disputed payments). Such offset shall be made against such Original Participating Manufacturer's share of the first Allocated Payment due after such Federal Funds are first available for receipt by such Settling State. In the event that such offset would in any given year exceed such Original Participating Manufacturer's share of such Allocated Payment: (1) the offset to which such Original Participating Manufacturer is entitled under this section in such year shall be the full amount of such Original Participating Manufacturer's share of such Allocated Payment, and (2) all amounts not offset by reason of subsection (1) shall carry forward and be offset in the following year(s) until all such amounts have been offset.

(b) The offset described in subsection (a) shall apply only to that portion of Federal Funds, if any, that are either unrestricted as to their use, or restricted to any form of health care or to any use related to tobacco (including, but not limited to, tobacco education, cessation, control or enforcement) (other than that portion of Federal Funds, if any, that is specifically applicable to tobacco growers or communities dependent on the production of tobacco or Tobacco Products). Provided, however, that the offset described in subsection (a) shall not apply to that portion of Federal Funds, if any, whose receipt by such Settling State is conditioned upon or appropriately allocable to:

- (1) the relinquishment of rights or benefits under this Agreement (including the Consent Decree); or
- (2) actions or expenditures by such Settling State, unless:

(A) such Settling State chooses to undertake such action or expenditure;

(B) such actions or expenditures do not impose significant constraints on public policy choices; or

(C) such actions or expenditures are both: (i) related to health care or tobacco (including, but not limited to, tobacco education, cessation, control or enforcement) and (ii) do not require such Settling State to expend state matching funds in an amount that is significant in relation to the amount of the Federal Funds made available to such Settling State.

(c) Subject to the provisions of subsection IX(i)(3), Subsequent Participating Manufacturers shall be entitled to the offset described in this section X to the extent that they are required to pay Federal Funds that would give rise to an offset under subsections (a) and (b) if paid by an Original Participating Manufacturer.

(d) Nothing in this section X shall (1) reduce the payments to be made to the Settling States under this Agreement other than those described in subsection IX(c) (or corresponding payments under subsection IX(i)) of this Agreement; or (2) alter the Allocable Share used to determine each Settling State's share of the payments described in subsection IX(c) (or corresponding payments under subsection IX(i)) of this Agreement. Nothing in this section X is intended to or shall reduce the total amounts payable by the Participating Manufacturers to the Settling States under this Agreement by an amount greater than the amount of Federal Funds that the Settling States could elect to receive.

XI. CALCULATION AND DISBURSEMENT OF PAYMENTS

(a) Independent Auditor to Make All Calculations.

(1) Beginning with payments due in the year 2000, an Independent Auditor shall calculate and determine the amount of all payments owed pursuant to this Agreement, the adjustments, reductions and offsets thereto (and all resulting carry-forwards, if any), the allocation of such payments, adjustments, reductions, offsets and carry-forwards among the Participating Manufacturers and among the Settling States, and shall perform all other calculations in connection with the foregoing (including, but not limited to, determining Market Share, Relative Market Share, Base Aggregate Participating Manufacturer Market Share and Actual Aggregate Participating Manufacturer Market Share). The Independent Auditor shall promptly collect all information necessary to make such calculations and determinations. Each Participating Manufacturer and each Settling State shall provide the Independent Auditor, as promptly as practicable, with information in its possession or readily available to it necessary for the Independent Auditor to perform such calculations. The Independent Auditor shall agree to maintain the confidentiality of all such information, except that the Independent Auditor may provide such information to Participating Manufacturers and the Settling States as set forth in this Agreement. The Participating Manufacturers and the Settling States agree to maintain the confidentiality of such information.

(2) Payments due from the Original Participating Manufacturers prior to January 1, 2000 (other than the first payment due pursuant to subsection IX(b)) shall be based on the 1998 Relative Market Shares of the Original Participating Manufacturers or, if the Original Participating Manufacturers are unable to agree on such Relative Market Shares, on their 1997 Relative Market Shares specified in Exhibit Q.

(b) Identity of Independent Auditor. The Independent Auditor shall be a major, nationally recognized, certified public accounting firm jointly selected by agreement of the Original Participating Manufacturers and those Attorneys General of the Settling States who are members of the NAAG executive committee, who shall jointly retain the power to replace the Independent Auditor and appoint its successor. Fifty percent of the costs and fees of the Independent Auditor (but in no event more than \$500,000 per annum), shall be paid by the Fund described in Exhibit J hereto, and the balance of such costs and fees shall be paid by the Original Participating Manufacturers, allocated among them according to their Relative Market Shares. The agreement retaining the Independent Auditor shall provide that the Independent Auditor shall perform the functions specified for it in this Agreement, and that it shall do so in the manner specified in this Agreement.

(c) Resolution of Disputes. Any dispute, controversy or claim arising out of or relating to calculations performed by, or any determinations made by, the Independent Auditor (including, without limitation, any dispute concerning the operation or application of any of the adjustments, reductions, offsets, carry-forwards and allocations described in subsection IX(j) or subsection XI(i)) shall be submitted to binding arbitration before a panel of three neutral arbitrators, each of whom shall be a former Article III federal judge. Each of the two sides to the dispute shall select one arbitrator. The two arbitrators so selected shall select the third arbitrator. The arbitration shall be governed by the United States Federal Arbitration Act.

(d) General Provisions as to Calculation of Payments.

(1) Not less than 90 days prior to the scheduled due date of any payment due pursuant to this Agreement ("Payment Due Date"), the Independent Auditor shall deliver to each other Notice Party a detailed itemization of all information required by the Independent Auditor to complete its calculation of (A) the amount due from each Participating Manufacturer with respect to such payment, and (B) the portion of such amount allocable to each entity for whose benefit such payment is to be made. To the extent practicable, the Independent Auditor shall specify in such itemization which Notice Party is requested to produce which information. Each Participating Manufacturer and each Settling State shall use its best efforts to promptly supply all of the required information that is within its possession or is readily available to it to the Independent Auditor, and in any event not less than 50 days prior to such Payment Due Date. Such best efforts obligation shall be continuing in the case of information that comes within the possession of, or becomes readily available to, any Settling State or Participating Manufacturer after the date 50 days prior to such Payment Due Date.

(2) Not less than 40 days prior to the Payment Due Date, the Independent Auditor shall deliver to each other Notice Party (A) detailed preliminary calculations ("Preliminary Calculations") of the amount due from each Participating Manufacturer and of the amount allocable to each entity for whose benefit such payment is to be made, showing all applicable offsets, adjustments, reductions and carry-forwards and setting forth all the information on which the Independent Auditor relied in preparing such Preliminary Calculations, and (B) a statement of any information still required by the Independent Auditor to complete its calculations.

(3) Not less than 30 days prior to the Payment Due Date, any Participating Manufacturer or any Settling State that disputes any aspect of the Preliminary Calculations (including, but not limited to, disputing the methodology that the Independent Auditor employed, or the information on which the Independent Auditor relied, in preparing such calculations) shall notify each other Notice Party of such dispute, including the reasons and basis thereof.

(4) Not less than 15 days prior to the Payment Due Date, the Independent Auditor shall deliver to each other Notice Party a detailed recalculation (a "Final Calculation") of the amount due from each Participating Manufacturer, the amount allocable to each entity for whose benefit such payment is to be made, and the Account to which such payment is to be credited, explaining any changes from the Preliminary Calculation. The Final Calculation may include estimates of amounts in the circumstances described in subsection (d)(5).

(5) The following provisions shall govern in the event that the information required by the Independent Auditor to complete its calculations is not in its possession by the date as of which the Independent Auditor is required to provide either a Preliminary Calculation or a Final Calculation.

(A) If the information in question is not readily available to any Settling State, any Original Participating Manufacturer or any Subsequent Participating Manufacturer, the Independent Auditor shall employ an assumption as to the missing information producing the minimum amount that is likely to be due with respect to the payment in question, and shall set forth its assumption as to the missing information in its Preliminary Calculation or Final Calculation, whichever is at issue. Any Original Participating Manufacturer, Subsequent Participating Manufacturer or Settling State may dispute any such assumption employed by the Independent Auditor in its Preliminary Calculation in the manner prescribed in subsection (d)(3) or any such assumption employed by the Independent Auditor in its Final Calculation in the manner prescribed in subsection (d)(6). If the missing information becomes available to the Independent Auditor prior to the Payment Due Date, the Independent Auditor shall promptly revise its Preliminary Calculation or Final Calculation (whichever is applicable) and shall promptly provide the revised calculation to each Notice Party, showing the newly available information. If the missing information does not become available to the Independent Auditor prior to the Payment Due Date, the minimum amount calculated by the Independent Auditor pursuant to this subsection (A) shall be paid on the Payment Due Date, subject to disputes pursuant to subsections (d)(6) and (d)(8) and without prejudice to a later final determination of the correct amount. If the missing information becomes available to the Independent Auditor after the Payment Due Date, the Independent Auditor shall calculate the correct amount of the payment in question and shall apply any overpayment or underpayment as an offset or additional payment in the manner described in subsection (i).

(B) If the information in question is readily available to a Settling State, Original Participating Manufacturer or Subsequent Participating Manufacturer, but such Settling State, Original Participating Manufacturer or Subsequent Participating Manufacturer does not supply such information to the Independent Auditor, the Independent Auditor shall base the calculation in question on its best estimate of such information, and shall show such estimate in its Preliminary Calculation or Final Calculation, whichever is applicable. Any Original Participating Manufacturer, Subsequent Participating Manufacturer or Settling State (except the entity that withheld the information) may dispute such estimate employed by the Independent Auditor in its Preliminary Calculation in the manner prescribed in subsection (d)(3) or such estimate employed by the Independent Auditor in its Final Calculation in the manner prescribed in subsection (d)(6). If the withheld information is not made available to the Independent Auditor more than 30 days prior to the Payment Due Date, the estimate employed by the Independent Auditor (as revised by the Independent Auditor in light of any dispute filed pursuant to subsection (d)(6) and without prejudice to a later final determination of the correct amount. In the event that the withheld information subsequently becomes available, the Independent Auditor shall calculate the correct amount and shall apply any overpayment or underpayment as an offset or additional payment in the manner described in subsection (i).

(6) Not less than five days prior to the Payment Due Date, each Participating Manufacturer and each Settling State shall deliver to each Notice Party a statement indicating whether it disputes the Independent Auditor's Final Calculation and, if so, the disputed and undisputed amounts and the basis for the dispute. Except to the extent a Participating Manufacturer or a Settling State delivers a statement indicating the existence of a dispute by such date, the amounts set forth in the Independent Auditor's Final Calculation shall be paid on the Payment Due Date. Provided, however, that (A) in the event that the Independent Auditor revises its Final Calculation within five days of the Payment Due Date as provided in subsection (5)(A) due to receipt of previously missing information, a Participating Manufacturer or Settling State may dispute such revision pursuant to the procedure set forth in this subsection (6) at any time prior to the Payment Due Date; and (B) prior to the date four years after the Payment Due Date, neither failure to dispute a calculation made by the Independent Auditor nor actual agreement with any calculation or payment to the Escrow Agent or to another payee shall waive any Participating Manufacturer's or Settling State's rights to dispute any payment (or the Independent Auditor's calculations with respect to any payment) after the Payment Due Date. No Participating Manufacturer and no Settling State shall have a right to raise any dispute with respect to any payment or calculation after the date four years after such payment's Payment Due Date.

(7) Each Participating Manufacturer shall be obligated to pay by the Payment Due Date the undisputed portion of the total amount calculated as due from it by the Independent Auditor's Final Calculation. Failure to pay such portion shall render the Participating Manufacturer liable for interest thereon as provided in subsection IX(h) of this Agreement, in addition to any other remedy available under this Agreement.

(8) As to any disputed portion of the total amount calculated to be due pursuant to the Final Calculation, any Participating Manufacturer that by the Payment Due Date pays such disputed portion into the Disputed Payments Account (as defined in the Escrow Agreement) shall not be liable for interest thereon even if the amount disputed was in fact properly due and owing. Any Participating Manufacturer that by the Payment Due Date does not pay such disputed portion into the Disputed Payments Account shall be liable for interest as provided in subsection IX(h) if the amount disputed was in fact properly due and owing.

(9) On the same date that it makes any payment pursuant to this Agreement, each Participating Manufacturer shall deliver a notice to each other Notice Party showing the amount of such payment and the Account to which such payment is to be credited.

(10) On the first Business Day after the Payment Due Date, the Escrow Agent shall deliver to each other Notice Party a statement showing the amounts received by it from each Participating Manufacturer and the Accounts credited with such amounts.

(e) General Treatment of Payments. The Escrow Agent may disburse amounts from an Account only if permitted, and only at such time as permitted, by this Agreement and the Escrow Agreement. No amounts may be disbursed to a Settling State other than funds credited to such Settling State's State-Specific Account (as defined in the Escrow Agreement). The Independent Auditor, in delivering payment instructions to the Escrow Agent, shall specify: the amount to be paid; the Account or Accounts from which such payment is to be disbursed; the payee of such payment (which may be an Account); and the Business Day on which such payment is to be made by the Escrow Agent. Except as expressly provided in subsection (f) below, in no event may any amount be disbursed from any Account prior to Final Approval.

(f) Disbursements and Charges Not Contingent on Final Approval. Funds may be disbursed from Accounts without regard to the occurrence of Final Approval in the following circumstances and in the following manner:

(1) Payments of Federal and State Taxes. Federal, state, local or other taxes imposed with respect to the amounts credited to the Accounts shall be paid from such amounts. The Independent Auditor shall prepare and file any tax returns required to be filed with respect to the escrow. All taxes required to be paid shall be allocated to and charged against the Accounts on a reasonable basis to be determined by the Independent Auditor. Upon receipt of written instructions from the Independent Auditor, the Escrow Agent shall pay such taxes and charge such payments against the Account or Accounts specified in those instructions.

(2) Payments to and from Disputed Payments Account. The Independent Auditor shall instruct the Escrow Agent to credit funds from an Account to the Disputed Payments Account when a dispute arises as to such funds, and shall instruct the Escrow Agent to credit funds from the Disputed Payments Account to the appropriate payee when such dispute is resolved with finality. The Independent Auditor shall provide the Notice Parties not less than 10 Business Days prior notice before instructing the Escrow Agent to disburse funds from the Disputed Payments Account.

(3) Payments to a State-Specific Account. Promptly following the occurrence of State-Specific Finality in any Settling State, such Settling State and the Original Participating Manufacturers shall notify the Independent Auditor of such occurrence. The Independent Auditor shall promptly thereafter notify each Notice Party of such State-Specific Finality and of the portions of the amounts in the Subsection IX(b) Account (First), Subsection IX(h) Account (Subsequent), Subsection IX(c)(1) Account and Subsection IX(c)(2) Account, respectively (as such Accounts are defined in the Escrow Agreement), that are at such time held in such Accounts for the benefit of such Settling State, and which are to be transferred to the appropriate State-Specific Account for such Settling State. If neither the Settling State in question nor any Participating Manufacturer disputes such amounts or the occurrence of such State-Specific Finality by notice delivered to each other Notice Party not later than 10 Business Days after delivery by the Independent Auditor of the notice described in the preceding sentence, the Independent Auditor shall promptly instruct the Escrow Agent to make such transfer. If the Settling State in question or any Participating Manufacturer disputes such amounts or the occurrence of such State-Specific Finality by notice delivered to each other Notice Party not later than 10 Business Days after delivery by the Independent Auditor of the notice described in the second sentence of this subsection (f)(3), the Independent Auditor shall promptly instruct the Escrow Agent to credit the amount disputed to the Disputed Payments Account and the undisputed portion to the appropriate State-Specific Account. No amounts may be transferred or credited to a State-Specific Account for the benefit of any State as to which State-Specific Finality has not occurred or as to which this Agreement has terminated.

(4) Payments to Parties other than Particular Settling States.

(A) Promptly following the occurrence of State-Specific Finality in one Settling State, such Settling State and the Original Participating Manufacturers shall notify the Independent Auditor of such occurrence. The Independent Auditor shall promptly thereafter notify each Notice Party of the occurrence of State-Specific Finality in at least one Settling State and of the amounts held in the Subsection VI(b) Account, Subsection VI(c) Account (First), and Subsection VIII(c) Account (as such Accounts are defined in the Escrow Agreement), if any. If neither any of the Settling States nor any of the Participating Manufacturers disputes such amounts or disputes the occurrence of State-Specific Finality in one Settling State, by notice delivered to each Notice Party not later than ten Business Days after delivery by the Independent Auditor of the notice described in the preceding sentence, the Independent Auditor shall promptly instruct the Escrow Agent to disburse the funds held in such Accounts to the Foundation or to the Fund specified in subsection VIII(c), as appropriate. If any Settling State or Participating Manufacturer disputes such amounts or the occurrence of State-Specific Finality by notice delivered to each other Notice Party not later than 10 Business Days after delivery by the

Independent Auditor of the notice described in the second sentence of this subsection (4)(A), the Independent Auditor shall promptly instruct the Escrow Agent to credit the amounts disputed to the Disputed Payments Account and to disburse the undisputed portion to the Foundation or to the Fund specified in subsection VIII(c), as appropriate.

(B) The Independent Auditor shall instruct the Escrow Agent to disburse funds on deposit in the Subsection VII(b) Account and Subsection IX(e) Account (as such Accounts are defined in the Escrow Agreement) to NAAG or to the Foundation, as appropriate, within 10 Business Days after the date on which such amounts were credited to such Accounts.

(C) Promptly following the occurrence of State-Specific Finality in Settling States having aggregate Allocable Shares equal to at least 80% of the total aggregate Allocable Shares assigned to all States that were Settling States as of the MSA Execution Date, the Settling States and the Original Participating Manufacturers shall notify the Independent Auditor of such occurrence. The Independent Auditor shall promptly thereafter notify each Notice Party of the occurrence of such State-Specific Finality and of the amounts held in the Subsection VI(c) Account (Subsequent) (as such Account is defined in the Escrow Agreement), if any. If neither any of the Settling States nor any of the Participating Manufacturers disputes such amounts or disputes the occurrence of such State-Specific Finality, by notice delivered to each Notice Party not later than 10 Business Days after delivery by the Independent Auditor of the notice described in the preceding sentence, the Independent Auditor shall promptly instruct the Escrow Agent to disburse the funds held in such Account to the Foundation. If any Settling State or Participating Manufacturer disputes such amounts or the occurrence of such State-Specific Finality by notice delivered to each other Notice Party not later than 10 Business Days after delivery by the Independent Auditor of the notice described in the second sentence of this subsection (4)(C), the Independent Auditor shall promptly instruct the Escrow Agent to credit the amounts disputed to the Disputed Payments Account and to disburse the undisputed portion to the Foundation.

(5) Treatment of Payments Following Termination.

(A) As to amounts held for Settling States. Promptly upon the termination of this Agreement with respect to any Settling State (whether or not as part of the termination of this Agreement as to all Settling States) such State or any Participating Manufacturer shall notify the Independent Auditor of such occurrence. The Independent Auditor shall promptly thereafter notify each Notice Party of such termination and of the amounts held in the Subsection IX(b) Account (First), the Subsection IX(h) Account (Subsequent), the Subsection IX(c)(1) Account, the Subsection IX(c)(2) Account, and the State-Specific Account for the benefit of such Settling State. If neither the State in question nor any Participating Manufacturer disputes such amounts or the occurrence of such termination by notice delivered to each other Notice Party not later than 10 Business Days after delivery by the Independent Auditor of the notice described in the preceding sentence, the Independent Auditor shall promptly instruct the Escrow Agent to transfer such amounts to the Participating Manufacturers (on the basis of their respective contributions of such funds). If the State in question or any Participating Manufacturer disputes the amounts held in the Accounts or the occurrence of such termination by notice delivered to each other Notice Party not later than 10 Business Days after delivery by the Independent Auditor of the notice described in the second sentence of this subsection (5)(A), the Independent Auditor shall promptly instruct the Escrow Agent to transfer the amount disputed to the Disputed Payments Account and the undisputed portion to the Participating Manufacturers (on the basis of their respective contributions of such funds).

(B) As to amounts held for others. If this Agreement is terminated with respect to all of the Settling States, the Original Participating Manufacturers shall promptly notify the Independent Auditor of such occurrence. The Independent Auditor shall promptly thereafter notify each Notice Party of such termination and of the amounts held in the Subsection VI(h) Account, the Subsection VI(c) Account (First), the Subsection VIII(b) Account, the Subsection VIII(c) Account and the Subsection IX(e) Account. If neither any such State nor any Participating Manufacturer disputes such amounts or the occurrence of such termination by notice delivered to each other Notice Party not later than 10 Business Days after delivery by the Independent Auditor of the notice described in the preceding sentence, the Independent Auditor shall promptly instruct the Escrow Agent to transfer such amounts to the Participating Manufacturers (on the basis of their respective contributions of such funds). If any such State or any Participating Manufacturer disputes the amounts held in the Accounts or the occurrence of such termination by notice delivered to each other Notice Party not later than 10 Business Days after delivery by the Independent Auditor of the notice described in the second sentence of this subsection (5)(B), the Independent Auditor shall promptly instruct the Escrow Agent to credit the amount disputed to the Disputed Payments Account and transfer the undisputed portion to the Participating Manufacturers (on the basis of their respective contribution of such funds).

(C) As to amounts held in the Subsection VI(c) Account (Subsequent). If this Agreement is terminated with respect to Settling States having aggregate Allocable Shares equal to more than 20% of the total aggregate Allocable Shares assigned to those States that were Settling States as of the MSA Execution Date, the Original Participating Manufacturers shall promptly notify the Independent Auditor of such occurrence. The Independent Auditor shall promptly thereafter notify each Notice Party of such termination and of the amounts held in the Subsection VI(c) Account (Subsequent) (as defined in the Escrow Agreement). If neither any such State with respect to which this Agreement has terminated nor any Participating Manufacturer disputes such amounts or the occurrence of such termination by notice delivered to each other Notice Party not later than 10 Business Days after delivery by the Independent Auditor of the notice described in the preceding sentence, the Independent Auditor shall promptly instruct the Escrow Agent to transfer such amounts to the Participating Manufacturers (on the basis of their respective contributions of such funds). If any such State or

any Participating Manufacturer disputes the amounts held in the Account or the occurrence of such termination by notice delivered to each other Notice Party not later than 10 Business Days after delivery by the Independent Auditor of the notice described in the second sentence of this subsection (3)(C), the Independent Auditor shall promptly instruct the Escrow Agent to credit the amount disputed to the Disputed Payments Account and transfer the undisputed portion to the Participating Manufacturers (on the basis of their respective contribution of such funds).

(6) Determination of amounts paid or held for the benefit of each individual Settling State. For purposes of subsections (f)(3), (f)(5)(A) and (f)(2), the portion of a payment that is made or held for the benefit of each individual Settling State shall be determined: (A) in the case of a payment credited to the Subsection IX(b) Account (First) or the Subsection IX(h) Account (Subsequent), by allocating the results of clause "Eighth" of subsection IX(j) among those Settling States who were Settling States at the time that the amount of such payment was calculated, pro rata in proportion to their respective Allocable Shares; and (B) in the case of a payment credited to the Subsection IX(c)(1) Account or the Subsection IX(c)(2) Account, by the results of clause "Twelfth" of subsection IX(j) for each individual Settling State. Provided, however, that, solely for purposes of subsection (f)(3), the Settling States may by unanimous agreement agree on a different method of allocation of amounts held in the Accounts identified in this subsection (f)(6).

(g) Payments to be Made Only After Final Approval. Promptly following the occurrence of Final Approval, the Settling States and the Original Participating Manufacturers shall notify the Independent Auditor of such occurrence. The Independent Auditor shall promptly thereafter notify each Notice Party of the occurrence of Final Approval and of the amounts held in the State-Specific Accounts. If neither any of the Settling States nor any of the Participating Manufacturers disputes such amounts, disputes the occurrence of Final Approval or claims that this Agreement has terminated as to any Settling State for whose benefit the funds are held in a State-Specific Account, by notice delivered to each Notice Party not later than 10 Business Days after delivery by the Independent Auditor of such notice of Final Approval, the Independent Auditor shall promptly instruct the Escrow Agent to disburse the funds held in the State-Specific Accounts to (or as directed by) the respective Settling States. If any Notice Party disputes such amounts or the occurrence of Final Approval, or claims that this Agreement has terminated as to any Settling State for whose benefit the funds are held in a State-Specific Account, by notice delivered to each other Notice Party not later than 10 Business Days after delivery by the Independent Auditor of such notice of Final Approval, the Independent Auditor shall promptly instruct the Escrow Agent to credit the amounts disputed to the Disputed Payments Account and to disburse the undisputed portion to (or as directed by) the respective Settling States.

(h) Applicability to Section XVII Payments. This section XI shall not be applicable to payments made pursuant to section XVII; provided, however, that the Independent Auditor shall be responsible for calculating Relative Market Shares in connection with such payments, and the Independent Auditor shall promptly provide the results of such calculation to any Original Participating Manufacturer or Settling State that requests it do so.

(i) Miscalculated or Disputed Payments.

(1) Underpayments.

(A) If information becomes available to the Independent Auditor not later than four years after a Payment Due Date, and such information shows that any Participating Manufacturer was instructed to make an insufficient payment on such date ("original payment"), the Independent Auditor shall promptly determine the additional payment owed by such Participating Manufacturer and the allocation of such additional payment among the applicable payees. The Independent Auditor shall then reduce such additional payment (up to the full amount of such additional payment) by any adjustments or offsets that were available to the Participating Manufacturer in question against the original payment at the time it was made (and have not since been used) but which such Participating Manufacturer was unable to use against such original payment because such adjustments or offsets were in excess of such original payment (provided that any adjustments or offsets used against such additional payment shall reduce on a dollar-for-dollar basis any remaining carry-forward held by such Participating Manufacturer with respect to such adjustment or offset). The Independent Auditor shall then add interest at the Prime Rate (calculated from the Payment Due Date in question) to the additional payment (as reduced pursuant to the preceding sentence), except that where the additional payment owed by a Participating Manufacturer is the result of an underpayment by such Participating Manufacturer caused by such Participating Manufacturer's withholding of information as described in subsection (d)(5)(B), the applicable interest rate shall be that described in subsection IX(h). The Independent Auditor shall promptly give notice of the additional payment owed by the Participating Manufacturer in question (as reduced and/or increased as described above) to all Notice Parties, showing the new information and all calculations. Upon receipt of such notice, any Participating Manufacturer or Settling State may dispute the Independent Auditor's calculations in the manner described in subsection (d)(3), and the Independent Auditor shall promptly notify each Notice Party of any subsequent revisions to its calculations. Not more than 15 days after receipt of such notice (or, if the Independent Auditor revises its calculations, not more than 15 days after receipt of the revisions), any Participating Manufacturer and any Settling State may dispute the Independent Auditor's calculations in the manner prescribed in subsection (d)(6). Failure to dispute the Independent Auditor's calculations in this manner shall constitute agreement with the Independent Auditor's calculations, subject to the limitations set forth in subsection (d)(6). Payment of the undisputed portion of an additional payment shall be made to the Escrow Agent not more than 20 days after receipt of the notice described in this subsection (A) (or, if the Independent Auditor revises its calculations, not more than 20 days after receipt of the revisions). Failure to pay such portion shall render the Participating Manufacturer liable for interest thereon as provided in subsection IX(h). Payment of the disputed portion shall be governed by subsection (d)(8).

(B) To the extent a dispute as to a prior payment is resolved with finality against a Participating Manufacturer: (i) in the case where the disputed amount has been paid into the Disputed Payments Account pursuant to subsection (d)(8), the Independent Auditor shall instruct the Escrow Agent to transfer such amount to the applicable payee Account(s); (ii) in the case where the disputed amount has not been paid into the Disputed Payments Account and the dispute was identified prior to the Payment Due Date in question by delivery of a statement pursuant to subsection (d)(6) identifying such dispute, the Independent Auditor shall calculate interest on the disputed amount from the Payment Due Date in question (the applicable interest rate to be that provided in subsection IX(h)) and the allocation of such amount and interest among the applicable payees, and shall provide notice of the amount owed (and the identity of the payor and payees) to all Notice Parties; and (iii) in all other cases, the procedure described in subsection (ii) shall apply, except that the applicable interest rate shall be the Prime Rate.

(2) Overpayments.

(A) If a dispute as to a prior payment is resolved with finality in favor of a Participating Manufacturer where the disputed amount has been paid into the Disputed Payments Account pursuant to subsection (d)(8), the Independent Auditor shall instruct the Escrow Agent to transfer such amount to such Participating Manufacturer.

(B) If information becomes available to the Independent Auditor not later than four years after a Payment Due Date showing that a Participating Manufacturer made an overpayment on such date, or if a dispute as to a prior payment is resolved with finality in favor of a Participating Manufacturer where the disputed amount has been paid but not into the Disputed Payments Account, such Participating Manufacturer shall be entitled to a continuing dollar-for-dollar offset as follows:

(i) offsets under this subsection (B) shall be applied only against eligible payments to be made by such Participating Manufacturer after the entitlement to the offset arises. The eligible payments shall be: in the case of offsets arising from payments under subsection IX(b) or IX(c)(1), subsequent payments under any of such subsections; in the case of offsets arising from payments under subsection IX(c)(2), subsequent payments under such subsection or, if no subsequent payments are to be made under such subsection, subsequent payments under subsection IX(c)(1); in the case of offsets arising from payments under subsection IX(e), subsequent payments under such subsection or subsection IX(c); in the case of offsets arising from payments under subsection V(c), subsequent payments under such subsection or, if no subsequent payments are to be made under such subsection, subsequent payments under any of subsection IX(c)(1), IX(c)(2) or IX(e); in the case of offsets arising from payments under subsection VIII(b), subsequent payments under such subsection or, if no subsequent payments are to be made under such subsection, subsequent payments under either subsection IX(c)(1) or IX(c)(2); in the case of offsets arising from payments under subsection VIII(c), subsequent payments under either subsection IX(c)(1) or IX(c)(2); and, in the case of offsets arising from payments under subsection IX(i), subsequent payments under such subsection (consistent with the provisions of this subsection (B)(i)).

(ii) in the case of offsets to be applied against payments under subsection IX(c), the offset to be applied shall be apportioned among the Settling States pro rata in proportion to their respective shares of such payments, as such respective shares are determined pursuant to step E of clause "Seventh" (in the case of payments due from the Original Participating Manufacturers) or clause "Sixth" (in the case of payments due from the Subsequent Participating Manufacturers) of subsection IX(j) (except where the offset arises from an overpayment applicable solely to a particular Settling State).

(iii) the total amount of the offset to which a Participating Manufacturer shall be entitled shall be the full amount of the overpayment it made, together with interest calculated from the time of the overpayment to the Payment Due Date of the first eligible payment against which the offset may be applied. The applicable interest rate shall be the Prime Rate (except that, where the overpayment is the result of a Settling State's withholding of information as described in subsection (d)(5)(B), the applicable interest rate shall be that described in subsection IX(h)).

(iv) an offset under this subsection (B) shall be applied up to the full amount of the Participating Manufacturer's share (in the case of payments due from Original Participating Manufacturers, determined as described in the first sentence of clause "Seventh" of subsection IX(j) (or, in the case of payments pursuant to subsection IX(c), step D of such clause)) of the eligible payment in question, as such payment has been adjusted and reduced pursuant to clauses "First" through "Sixth" of subsection IX(j), to the extent each such clause is applicable to the payment in question. In the event that the offset to which a Participating Manufacturer is entitled under this subsection (B) would exceed such Participating Manufacturer's share of the eligible payment against which it is being applied (or, in the case where such offset arises from an overpayment applicable solely to a particular Settling State, the portion of such payment that is made for the benefit of such Settling State), the offset shall be the full amount of such Participating Manufacturer's share of such payment and all amounts not offset shall carry forward and be offset against subsequent eligible payments until all such amounts have been offset.

(j) Payments After Applicable Condition. To the extent that a payment is made after the occurrence of all applicable conditions for the disbursement of such payment to the payee(s) in question, the Independent Auditor shall instruct the Escrow Agent to disburse such payment promptly following its deposit.

XII. SETTLING STATES' RELEASE, DISCHARGE AND COVENANT

(a) Release.

(1) Upon the occurrence of State-Specific Finality in a Settling State, such Settling State shall absolutely and unconditionally release and forever discharge all Released Parties from all Released Claims that the Releasing Parties directly, indirectly, derivatively or in any other capacity ever had, now have, or hereafter can, shall or may have.

(2) Notwithstanding the foregoing, this release and discharge shall not apply to any defendant in a lawsuit settled pursuant to this Agreement (other than a Participating Manufacturer) unless and until such defendant releases the Releasing Parties (and delivers to the Attorney General of the applicable Settling State a copy of such release) from any and all Claims of such defendant relating to the prosecution of such lawsuit.

(3) Each Settling State (for itself and for the Releasing Parties) further covenants and agrees that it (and the Releasing Parties) shall not after the occurrence of State-Specific Finality sue or seek to establish civil liability against any Released Party based, in whole or in part, upon any of the Released Claims, and further agrees that such covenant and agreement shall be a complete defense to any such civil action or proceeding.

(4) (A) Each Settling State (for itself and for the Releasing Parties) further agrees that, if a Released Claim by a Releasing Party against any person or entity that is not a Released Party (a "non-Released Party") results in or in any way gives rise to a claim-over (on any theory whatever other than a claim based on an express written indemnity agreement) by such non-Released Party against any Released Party (and such Released Party gives notice to the applicable Settling State within 30 days of the service of such claim-over (or within 30 days after the MSA Execution Date, whichever is later) and prior to entry into any settlement of such claim-over), the Releasing Party: (i) shall reduce or credit against any judgment or settlement such Releasing Party may obtain against such non-Released Party the full amount of any judgment or settlement such non-Released Party may obtain against the Released Party on such claim-over; and (ii) shall, as part of any settlement with such non-Released Party, obtain from such non-Released Party for the benefit of such Released Party a satisfaction in full of such non-Released Party's judgment or settlement against the Released Party.

(B) Each Settling State further agrees that in the event that the provisions of subsection (4)(A) do not fully eliminate any and all liability of any Original Participating Manufacturer (or of any person or entity that is a Released Party by virtue of its relation to any Original Participating Manufacturer) with respect to claims-over (on any theory whatever other than a claim based on an express written indemnity agreement) by any non-Released Party to recover in whole or in part any liability (whether direct or indirect, or whether by way of settlement (to the extent that such Released Party has given notice to the applicable Settling State within 30 days of the service of such claim-over (or within 30 days after the MSA Execution Date, whichever is later) and prior to entry into any settlement of such claim-over), judgment or otherwise) of such non-Released Party to any Releasing Party arising out of any Released Claim, such Original Participating Manufacturer shall receive a continuing dollar-for-dollar offset for any amounts paid by such Original Participating Manufacturer (or by any person or entity that is a Released Party by virtue of its relation to such Original Participating Manufacturer) on any such liability against such Original Participating Manufacturer's share (determined as described in step E of clause "Seventh" of subsection IX(j)) of the applicable Settling State's Allocated Payment, up to the full amount of such Original Participating Manufacturer's share of such Allocated Payment each year, until all such amounts paid on such liability have been offset. In the event that the offset under this subsection (4) with respect to a particular Settling State would in any given year exceed such Original Participating Manufacturer's share of such Settling State's Allocated Payment (as such share had been reduced by adjustment, if any, pursuant to the NPM Adjustment, and has been reduced by offsets, if any, pursuant to the offset for miscalculated or disputed payments, the Federal Tobacco Legislation Offset and the Litigating Releasing Parties Offset): (i) the offset to which such Original Participating Manufacturer is entitled under this subsection in such year shall be the full amount of such Original Participating Manufacturer's share of such Allocated Payment; and (ii) all amounts not offset by reason of subsection (i) shall carry forward and be offset in the following year(s) until all such amounts have been offset.

(C) Each Settling State further agrees that, subject to the provisions of section IX(i)(3), each Subsequent Participating Manufacturer shall be entitled to the offset described in subsection (B) above to the extent that it (or any person or entity that is a Released Party by virtue of its relationship with such Subsequent Participating Manufacturer) has paid on liability that would give rise to an offset under such subsection if paid by an Original Participating Manufacturer.

(5) This release and covenant shall not operate to interfere with a Settling State's ability to enforce as against any Participating Manufacturer the provisions of this Agreement, or with the Court's ability to enter the Consent Decree or to maintain continuing jurisdiction to enforce such Consent Decree pursuant to the terms thereof. Provided, however, that neither subsection III(a) or III(r) of this Agreement nor subsection V(A) or V(I) of the Consent Decree shall create a right to challenge the continuation, after the MSA Execution Date, of any advertising content, claim or slogan (other than use of a Cartoon) that was not unlawful prior to the MSA Execution Date.

(6) The Settling States do not purport to waive or release any claims on behalf of Indian tribes.

(7) The Settling States do not waive or release any criminal liability based on federal, state or local law.

(8) Notwithstanding the foregoing (and the definition of Released Parties), this release and covenant shall not apply to retailers, suppliers or distributors to the extent of any liability arising from the sale or distribution of Tobacco Products of, or the supply of component parts of Tobacco Products to, any non-Released Party.

(A) Each Settling State (for itself and for the Releasing Parties) agrees that, if a claim by a Releasing Party against a retailer, supplier or distributor that would be a Released Claim but for the operation of the preceding sentence results in or in any way gives rise to a claim-over (on any theory whatever) by such retailer, supplier or distributor against any Released Party (and such Released Party gives notice to the applicable Settling State within 30 days of the service of such claim-over (or within 30 days after the MSA Execution Date, whichever is later) and prior to entry into any settlement of such claim-over), the Releasing Party: (i) shall reduce or credit against any judgment or settlement such Releasing Party may obtain against such retailer, supplier or distributor the full amount of any judgment or settlement such retailer, supplier or distributor may obtain against the Released Party on such claim-over; and (ii) shall, as part of any settlement with such retailer, supplier or distributor, obtain from such retailer, supplier or distributor for the benefit of such Released Party a satisfaction in full of such retailer's, supplier's or distributor's judgment or settlement against the Released Party.

(B) Each Settling State further agrees that in the event that the provisions of subsection (8)(A) above do not fully eliminate any and all liability of any Original Participating Manufacturer (or any person or entity that is a Released Party by virtue of its relationship to an Original Participating Manufacturer) with respect to claims-over (on any theory whatever) by any such retailer, supplier or distributor to recover in whole or in part any liability (whether direct or indirect, or whether by way of settlement (to the extent that such Released Party has given notice to the applicable Settling State within 30 days of the service of such claim-over (or within 30 days after the MSA Execution Date, whichever is later) and prior to entry into any settlement of such claim-over), judgment or otherwise) of such retailer, supplier or distributor to any Releasing Party arising out of any claim that would be a Released Claim but for the operation of the first sentence of this subsection (8), such Original Participating Manufacturer shall receive a continuing dollar-for-dollar offset for any amounts paid by such Original Participating Manufacturer (or by any person or entity that is a Released Party by virtue of its relation to such Original Participating Manufacturer) on any such liability against such Original Participating Manufacturer's share (determined as described in step E of clause "Seventh" of subsection IX(j)) of the applicable Settling State's Allocated Payment, up to the full amount of such Original Participating Manufacturer's share of such Allocated Payment each year, until all such amounts paid on such liability have been offset. In the event that the offset under this subsection (8) with respect to a particular Settling State would in any given year exceed such Original Participating Manufacturer's share of such Settling State's Allocated Payment (as such share had been reduced by adjustment, if any, pursuant to the NPM Adjustment, and has been reduced by offsets, if any, pursuant to the offset for miscalculated or disputed payments, the Federal Tobacco Legislation Offset, the Litigating Releasing Parties Offset and the offset for claims-over under subsection XII(u)(4)(B)): (i) the offset to which such Original Participating Manufacturer is entitled under this subsection in such year shall be the full amount of such Original Participating Manufacturer's share of such Allocated Payment; and (ii) all amounts not offset by reason of clause (i) shall carry forward and be offset in the following year(s) until all such amounts have been offset.

(C) Each Settling State further agrees that, subject to the provisions of subsection IX(i)(3), each Subsequent Participating Manufacturer shall be entitled to the offset described in subsection (B) above to the extent that it (or any person or entity that is a Released Party by virtue of its relationship with such Subsequent Participating Manufacturer) has paid on liability that would give rise to an offset under such subsection if paid by an Original Participating Manufacturer.

(9) Notwithstanding any provision of law, statutory or otherwise, which provides that a general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected its settlement with the debtor, the releases set forth in this section XII release all Released Claims against the Released Parties, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that the Releasing Parties may have against the Released Parties, and the Releasing Parties understand and acknowledge the significance and consequences of waiver of any such provision and hereby assume full responsibility for any injuries, damages or losses that the Releasing Parties may incur.

(h) Released Claims Against Released Parties. If a Releasing Party (or any person or entity enumerated in subsection II(pp), without regard to the power of the Attorney General to release claims of such person or entity) nonetheless attempts to maintain a Released Claim against a Released Party, such Released Party shall give written notice of such potential claim to the Attorney General of the applicable Settling State within 30 days of receiving notice of such potential claim (or within 30 days after the MSA Execution Date, whichever is later) (unless such potential claim is being maintained by such Settling State). The Released Party may offer the release and covenant as a complete defense, if it is determined at any point in such action that the release of such claim is unenforceable or invalid for any reason (including, but not limited to, lack of authority to release such claim), the following provisions shall apply:

(1) The Released Party shall take all ordinary and reasonable measures to defend the action fully. The Released Party may settle or enter into a stipulated judgment with respect to the action at any time in its sole discretion, but in such event the offset described in subsection (b)(2) or (b)(3) below shall apply only if the Released Party obtains the relevant Attorney General's consent to such settlement or stipulated judgment, which consent shall not be unreasonably withheld. The Released Party shall not be entitled to the offset described in subsection (b)(2) or (b)(3) below if such Released Party failed to take ordinary and reasonable measures to defend the action fully.

(2) The following provisions shall apply where the Released Party is an Original Participating Manufacturer (or any person or entity that is a Released Party by virtue of its relationship with an Original Participating Manufacturer):

(A) In the event of a settlement or stipulated judgment, the settlement or stipulated amount shall give rise to a continuing offset as such amount is actually paid against the full amount of such Original Participating Manufacturer's share (determined as described in step E of clause "Seventh" of subsection IX(j)) of the applicable Settling State's Allocated Payment until such time as the settlement or stipulated amount is fully credited on a dollar-for-dollar basis.

(B) Judgments (other than a default judgment) against a Released Party in such an action shall, upon payment of such judgment, give rise to an immediate and continuing offset against the full amount of such Original Participating Manufacturer's share (determined as described in subsection (A)) of the applicable Settling State's Allocated Payment, until such time as the judgment is fully credited on a dollar-for-dollar basis.

(C) Each Settling State reserves the right to intervene in such an action (unless such action was brought by the Settling State) to the extent authorized by applicable law in order to protect the Settling State's interest under this Agreement. Each Participating Manufacturer agrees not to oppose any such intervention.

(D) In the event that the offset under this subsection (b)(2) with respect to a particular Settling State would in any given year exceed such Original Participating Manufacturer's share of such Settling State's Allocated Payment (as such share had been reduced by adjustment, if any, pursuant to the NPM Adjustment, and has been reduced by offsets, if any, pursuant to the Federal Tobacco Legislation Offset and the offset for miscalculated or disputed payments): (i) the offset to which such Original Participating Manufacturer is entitled under this subsection (2) in such year shall be the full amount of such Original Participating Manufacturer's share of such Allocated Payment; and (ii) all amounts not offset by reason of clause (i) shall carry forward and be offset in the following year(s) until all such amounts have been offset.

(3) The following provisions shall apply where the Released Party is a Subsequent Participating Manufacturer (or any person or entity that is a Released Party by virtue of its relationship with a Subsequent Participating Manufacturer): Subject to the provisions of subsection IX(i)(3), each Subsequent Participating Manufacturer shall be entitled to the offset as described in subsections (2)(A)-(C) above against payments it otherwise would owe under section IX(i) to the extent that it (or any person or entity that is a Released Party by virtue of its relationship with such Subsequent Participating Manufacturer) has paid on a settlement, stipulated judgment or judgment that would give rise to an offset under such subsections if paid by an Original Participating Manufacturer.

XIII. CONSENT DECREES AND DISMISSAL OF CLAIMS

(a) Within 10 days after the MSA Execution Date (or, as to any Settling State identified in the Additional States provision of Exhibit D, concurrently with the filing of its lawsuit), each Settling State and each Participating Manufacturer that is a party in any of the lawsuits identified in Exhibit D shall jointly move for a stay of all proceedings in such Settling State's lawsuit with respect to the Participating Manufacturers and all other Released Parties (except any proceeding seeking public disclosure of documents pursuant to subsection IV(b)). Such stay of a Settling State's lawsuit shall be dissolved upon the earlier of the occurrence of State-Specific Finality or termination of this Agreement with respect to such Settling State pursuant to subsection XVIII(u)(1).

(b) Not later than December 11, 1998 (or, as to any Settling State identified in the Additional States provision of Exhibit D, concurrently with the filing of its lawsuit):

(1) each Settling State that is a party to a lawsuit identified in Exhibit D and each Participating Manufacturer will:

(A) tender this Agreement to the Court in such Settling State for its approval; and

(B) tender to the Court in such Settling State for entry a consent decree conforming to the model consent decree attached hereto as Exhibit L (revisions or changes to such model consent decree shall be limited to the extent required by state procedural requirements to reflect accurately the factual setting of the case in question, but shall not include any substantive revision to the duties or obligations of any Settling State or Participating Manufacturer, except by agreement of all Original Participating Manufacturers); and

(2) each Settling State shall seek entry of an order of dismissal of claims dismissing with prejudice all claims against the Participating Manufacturers and any other Released Party in such Settling State's action identified in Exhibit D. Provided, however, that the Settling State is not required to seek entry of such an order in such Settling State's action against such a Released Party (other than a Participating Manufacturer) unless and until such Released Party has released the Releasing Parties (and delivered to the Attorney General of such Settling State a copy of such release) (which release shall be effective upon the occurrence of State-Specific Finality in such Settling State, and shall recite that in the event this Agreement is terminated with respect to such Settling State pursuant to subsection XVII(u)(1) the Released Party agrees that the order of dismissal shall be null and void and of no effect) from any and all Claims of such Released Party relating to the prosecution of such action as provided in subsection XIII(a)(2).

XIV. PARTICIPATING MANUFACTURERS' DISMISSAL OF RELATED LAWSUITS

(a) Upon State-Specific Finality in a Settling State, each Participating Manufacturer will dismiss without prejudice (and without costs and fees) the lawsuit(s) listed in Exhibit M pending in such Settling State in which the Participating Manufacturer is a plaintiff. Within 10 days after the MSA Execution Date, each Participating Manufacturer and each Settling State that is a party in any of the lawsuits listed in Exhibit M shall jointly move for a stay of all proceedings in such lawsuit. Such stay of a lawsuit against a Settling State shall be dissolved upon the earlier of the occurrence of State-Specific Finality in such Settling State or termination of this Agreement with respect to such Settling State pursuant to subsection XVIII(u)(1).

(b) Upon State-Specific Finality in a Settling State, each Participating Manufacturer will release and discharge any and all monetary Claims against such Settling State and any of such Settling State's officers, employees, agents, administrators, representatives, officials acting in their official capacity, agencies, departments, commissions, divisions and counsel relating to or in connection with the lawsuit(s) commenced by the Attorney General of such Settling State identified in Exhibit D.

(c) Upon State-Specific Finality in a Settling State, each Participating Manufacturer will release and discharge any and all monetary Claims against all subdivisions (political or otherwise, including, but not limited to, municipalities, counties, parishes, villages, unincorporated districts and hospital districts) of such Settling State, and any of their officers, employees, agents, administrators, representatives, officials acting in their official capacity, agencies, departments, commissions, divisions and counsel arising out of Claims that have been waived and released with continuing full force and effect pursuant to section XII of this Agreement.

XV. VOLUNTARY ACT OF THE PARTIES

The Settling States and the Participating Manufacturers acknowledge and agree that this Agreement is voluntarily entered into by each Settling State and each Participating Manufacturer as the result of arm's-length negotiations, and each Settling State and each Participating Manufacturer was represented by counsel in deciding to enter into this Agreement. Each Participating Manufacturer further acknowledges that it understands that certain provisions of this Agreement may require it to act or refrain from acting in a manner that could otherwise give rise to state or federal constitutional challenges and that, by voluntarily consenting to this Agreement, it (and the Tobacco-Related Organizations (or any trade associations formed or controlled by any Participating Manufacturer)) waives for purposes of performance of this Agreement any and all claims that the provisions of this Agreement violate the state or federal constitutions. Provided, however, that nothing in the foregoing shall constitute a waiver as to the entry of any court order (or any interpretation thereof) that would operate to limit the exercise of any constitutional right except to the extent of the restrictions, limitations or obligations expressly agreed to in this Agreement or the Consent Decree.

XVI. CONSTRUCTION

(a) No Settling State or Participating Manufacturer shall be considered the drafter of this Agreement or any Consent Decree, or any provision of either, for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.

(b) Nothing in this Agreement shall be construed as approval by the Settling States of any Participating Manufacturer's business organizations, operations, acts or practices, and no Participating Manufacturer may make any representation to the contrary.

XVII. RECOVERY OF COSTS AND ATTORNEYS' FEES

(a) The Original Participating Manufacturers agree that, with respect to any Settling State in which the Court has approved this Agreement and the Consent Decree, they shall severally reimburse the following "Governmental Entities": (1) the office of the Attorney General of such Settling State; (2) the office of the governmental prosecuting authority for any political subdivision of such Settling State with a lawsuit pending against any Participating Manufacturer as of July 1, 1998 (as identified in Exhibit N) that has released such Settling State and such Participating Manufacturer(s) from any and all Released Claims (a "Litigating Political Subdivision"); and (3) other appropriate agencies of such Settling State and such Litigating Political Subdivision, for reasonable costs and expenses incurred in connection with the litigation or resolution of claims asserted by or against the Participating Manufacturers in the actions set forth in Exhibits D, M and N; provided that such costs and expenses are of the same nature as costs and expenses for which the Original Participating Manufacturers would reimburse their own counsel or agents (but not including costs and expenses relating to lobbying activities).

(b) The Original Participating Manufacturers further agree severally to pay the Governmental Entities in any Settling State in which State-Specific Finality has occurred an amount sufficient to compensate such Governmental Entities for time reasonably expended by attorneys and paralegals employed in such offices in connection with the litigation or resolution of claims asserted against or by the Participating Manufacturers in the actions identified in Exhibits D, M and N (but not including time relating to lobbying activities), such amount to be calculated based upon hourly rates equal to the market rate in such Settling State for private attorneys and paralegals of equivalent experience and seniority.

(c) Such Governmental Entities seeking payment pursuant to subsection (a) and/or (b) shall provide the Original Participating Manufacturers with an appropriately documented statement of all costs, expenses and attorney and paralegal time for which payment is sought, and, solely with respect to payments sought pursuant to subsection (b), shall do so no earlier than the date on which State-Specific Finality occurs in such Settling State. All amounts to be paid pursuant to

subsections (a) and (b) shall be subject to reasonable verification if requested by any Original Participating Manufacturer; provided, however, that nothing contained in this subsection (c) shall constitute, cause, or require the performance of any act that would constitute any waiver (in whole or in part) of any attorney-client privilege, work product protection or common interest/joint prosecution privilege. All such amounts to be paid pursuant to subsections (a) and (b) shall be subject to an aggregate cap of \$150 million for all Settling States, shall be paid promptly following submission of the appropriate documentation (and the completion of any verification process), shall be paid separately and apart from any other amounts due pursuant to this Agreement, and shall be paid severally by each Original Participating Manufacturer according to its Relative Market Share. All amounts to be paid pursuant to subsection (b) shall be paid to such Governmental Entities in the order in which State-Specific Finality has occurred in such Settling States (subject to the \$150 million aggregate cap).

(d) The Original Participating Manufacturers agree that, upon the occurrence of State-Specific Finality in a Settling State, they will severally pay reasonable attorneys' fees to the private outside counsel, if any, retained by such Settling State (and each Litigating Political Subdivision, if any, within such Settling State) in connection with the respective actions identified in Exhibits D, M and N and who are designated in Exhibit S for each Settling State by the relevant Attorney General (and for each Litigating Political Subdivision, as later certified in writing to the Original Participating Manufacturers by the relevant governmental prosecuting authority of each Litigating Political Subdivision) as having been retained by and having represented such Settling State (or such Litigating Political Subdivision), in accordance with the terms described in the Model Fee Payment Agreement attached as Exhibit O.

XVIII. MISCELLANEOUS

(a) Effect of Current or Future Law. If any current or future law includes obligations or prohibitions applying to Tobacco Product Manufacturers related to any of the provisions of this Agreement, each Participating Manufacturer shall comply with this Agreement unless compliance with this Agreement would violate such law.

(b) Limited Most-Favored Nation Provision.

(1) If any Participating Manufacturer enters into any future settlement agreement of other litigation comparable to any of the actions identified in Exhibit D brought by a non-foreign governmental plaintiff other than the federal government ("Future Settlement Agreement"):

(A) before October 1, 2000, on overall terms more favorable to such governmental plaintiff than the overall terms of this Agreement (after due consideration of relevant differences in population or other appropriate factors), then, unless a majority of the Settling States determines that the overall terms of the Future Settlement Agreement are not more favorable than the overall terms of this Agreement, the overall terms of this Agreement will be revised so that the Settling States will obtain treatment with respect to such Participating Manufacturer at least as relatively favorable as the overall terms provided to any such governmental plaintiff; provided, however, that as to economic terms this Agreement shall not be revised based on any such Future Settlement Agreement if such Future Settlement Agreement is entered into after: (i) the impaneling of the jury (or, in the event of a non-jury trial, the commencement of trial) in such litigation or any severed or bifurcated portion thereof; or (ii) any court order or judicial determination relating to such litigation that (x) grants judgment (in whole or in part) against such Participating Manufacturer; or (y) grants injunctive or other relief that affects the assets or on-going business activities of such Participating Manufacturer in a manner other than as expressly provided for in this Agreement; or

(B) on or after October 1, 2000, on non-economic terms more favorable to such governmental plaintiff than the non-economic terms of this Agreement, and such Future Settlement Agreement includes terms that provide for the implementation of non-economic tobacco-related public health measures different from those contained in this Agreement, then this Agreement shall be revised with respect to such Participating Manufacturer to include terms comparable to such non-economic terms, unless a majority of the Settling States elects against such revision.

(2) If any Settling State resolves by settlement Claims against any Non-Participating Manufacturer after the MSA Execution Date comparable to any Released Claim, and such resolution includes overall terms that are more favorable to such Non-Participating Manufacturer than the terms of this Agreement (including, without limitation, any terms that relate to the marketing or distribution of Tobacco Products and any term that provides for a lower settlement cost on a per pack sold basis), then the overall terms of this Agreement will be revised so that the Original Participating Manufacturers will obtain, with respect to that Settling State, overall terms at least as relatively favorable (taking into account, among other things, all payments previously made by the Original Participating Manufacturers and the timing of any payments) as those obtained by such Non-Participating Manufacturer pursuant to such resolution of Claims. The foregoing shall include but not be limited to: (a) to the treatment by any Settling State of a Future Affiliate, as that term is defined in agreements between any of the Settling States and Brooke Group Ltd., Liggett & Myers Inc. and/or Liggett Group, Inc. ("Liggett"), whether or not such Future Affiliate is merged with, or its operations combined with, Liggett or any Affiliate thereof; and (b) to any application of the terms of any such agreement (including any terms subsequently negotiated pursuant to any such agreement) to a brand of Cigarettes (or tobacco-related assets) as a result of the purchase by or sale to Liggett of such brand or assets or as a result of any combination of ownership among Liggett and any entity that manufactures Tobacco Products. Provided, however, that revision of this Agreement pursuant to this subsection (2) shall not be required by virtue of the subsequent entry into this Agreement by a Tobacco Product Manufacturer that has not become a Participating Manufacturer, as of the MSA Execution Date. Notwithstanding the provisions of subsection XVIII(j), the provisions of this subsection XVIII(b)(2) may be waived by (and only by) unanimous agreement of the Original Participating Manufacturers.

(3) The parties agree that if any term of this Agreement is revised pursuant to subsection (b)(1) or (b)(2) above and the substance of such term before it was revised was also a term of the Consent Decree, each affected Settling State and each affected Participating Manufacturer shall jointly move the Court to amend the Consent Decree to conform the terms of the Consent Decree to the revised terms of the Agreement.

(4) If at any time any Settling State agrees to relieve, in any respect, any Participating Manufacturer's obligation to make the payments as provided in this Agreement, then, with respect to that Settling State, the terms of this Agreement shall be revised so that the other Participating Manufacturers receive terms as relatively favorable.

(c) Transfer of Tobacco Brands. No Original Participating Manufacturer may sell or otherwise transfer or permit the sale or transfer of any of its Cigarette brands, Brand Names, Cigarette product formulas or Cigarette businesses (other than a sale or transfer of Cigarette brands or Brand Names to be sold, product formulas to be used, or Cigarette businesses to be conducted, by the acquirer or transferee exclusively outside of the States) to any person or entity unless such person or entity is an Original Participating Manufacturer or prior to the sale or acquisition agrees to assume the obligations of an Original Participating Manufacturer with respect to such Cigarette brands, Brand Names, Cigarette product formulas or businesses. No Participating Manufacturer may sell or otherwise transfer any of its Cigarette brands, Brand Names, Cigarette product formulas or Cigarette businesses (other than a sale or transfer of Cigarette brands or Brand Names to be sold, Cigarette product formulas to be used, or businesses to be conducted, by the acquirer or transferee exclusively outside of the States) to any person or entity unless such person or entity is or becomes prior to the sale or acquisition a Participating Manufacturer. In the event of any such sale or transfer of a Cigarette brand, Brand Name, Cigarette product formula or Cigarette business by a Participating Manufacturer to a person or entity that within 180 days prior to such sale or transfer was a Non-Participating Manufacturer, the Participating Manufacturer shall certify to the Settling States that it has determined that such person or entity has the capability to perform the obligations under this Agreement. Such certification shall not survive beyond one year following the date of any such transfer. Each Original Participating Manufacturer certifies and represents that, except as provided in Exhibit R, it (or a wholly owned Affiliate) exclusively owns and controls in the States the Brand Names of those Cigarettes that it currently manufactures for sale (or sells) in the States and that it has the capacity to enter into an effective agreement concerning the sale or transfer of such Brand Names pursuant to this subsection XVIII(c). Nothing in this Agreement is intended to create any right for a State to obtain any Cigarette product formula that it would not otherwise have under applicable law.

(d) Payments in Settlement. All payments to be made by the Participating Manufacturers pursuant to this Agreement are in settlement of all of the Settling States' antitrust, consumer protection, common law negligence, statutory, common law and equitable claims for monetary, restitutionary, equitable and injunctive relief alleged by the Settling States with respect to the year of payment or earlier years, except that no part of any payment under this Agreement is made in settlement of an actual or potential liability for a fine, penalty (civil or criminal) or enhanced damages or is the cost of a tangible or intangible asset or other future benefit.

(e) No Determination or Admission. This Agreement is not intended to be and shall not in any event be construed or deemed to be, or represented or caused to be represented as, an admission or concession or evidence of (1) any liability or any wrongdoing whatsoever on the part of any Released Party or that any Released Party has engaged in any of the activities barred by this Agreement; or (2) personal jurisdiction over any person or entity other than the Participating Manufacturers. Each Participating Manufacturer specifically disclaims and denies any liability or wrongdoing whatsoever with respect to the claims and allegations asserted against it by the Attorneys General of the Settling States and the Litigating Political Subdivisions. Each Participating Manufacturer has entered into this Agreement solely to avoid the further expense, inconvenience, burden and risk of litigation.

(f) Non-Admissibility. The settlement negotiations resulting in this Agreement have been undertaken by the Settling States and the Participating Manufacturers in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. Neither this Agreement nor any public discussions, public statements or public comments with respect to this Agreement by any Settling State or Participating Manufacturer or its agents shall be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

(g) Representations of Parties. Each Settling State and each Participating Manufacturer hereby represents that this Agreement has been duly authorized and, upon execution, will constitute a valid and binding uncontractual obligation, enforceable in accordance with its terms, of each of them. The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have the authority to settle and release all Released Claims of their respective Settling States and any of their respective Settling States' past, present and future agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and divisions, and that such signatories are aware of no authority to the contrary. It is recognized that the Original Participating Manufacturers are relying on the foregoing representation and warranty in making the payments required by and in otherwise performing under this Agreement. The Original Participating Manufacturers shall have the right to terminate this Agreement pursuant to subsection XVIII(u) as to any Settling State as to which the foregoing representation and warranty is breached or not effectively given.

(h) Obligations Several, Not Joint. All obligations of the Participating Manufacturers pursuant to this Agreement (including, but not limited to, all payment obligations) are intended to be, and shall remain, several and not joint.

(i) Headings. The headings of the sections and subsections of this Agreement are not binding and are for reference only and do not limit, expand or otherwise affect the contents or meaning of this Agreement.

(j) Amendment and Waiver. This Agreement may be amended by a written instrument executed by all Participating Manufacturers affected by the amendment and by all Settling States affected by the amendment. The terms of any such amendment shall not be enforceable in any Settling State that is not a signatory to such amendment. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving party or parties. The waiver by any party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other party.

(k) Notices. All notices or other communications to any party to this Agreement shall be in writing (including, but not limited to, facsimile, telex, telecopy or similar writing) and shall be given at the addresses specified in Exhibit P (as it may be amended to reflect any additional Participating Manufacturer that becomes a party to this Agreement after the MSA Execution Date). Any Settling State or Participating Manufacturer may change or add the name and address of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

(l) Cooperation. Each Settling State and each Participating Manufacturer agrees to use its best efforts and to cooperate with each other to cause this Agreement and the Consent Decrees to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Settling State and each Participating Manufacturer agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Decree by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Decrees. Each Settling State shall use its best efforts to cause State-Specific Finality to occur as to such Settling State.

(m) Designees to Discuss Disputes. Within 14 days after the MSA Execution Date, each Settling State's Attorney General and each Participating Manufacturer shall provide written notice of its designation of a senior representative to discuss with the other signatories to this Agreement any disputes and/or other issues that may arise with respect to this Agreement. Each Settling State's Attorney General shall provide such notice of the name, address and telephone number of the person it has so designated to each Participating Manufacturer and to NAAAG. Each Participating Manufacturer shall provide such notice of the name, address and telephone number of the person it has so designated to each Settling State's Attorney General, to NAAAG and to each other Participating Manufacturer.

(n) Governing Law. This Agreement (other than the Escrow Agreement) shall be governed by the laws of the relevant Settling State, without regard to the conflict of law rules of such Settling State. The Escrow Agreement shall be governed by the laws of the State in which the Escrow Court is located, without regard to the conflict of law rules of such State.

(o) Severability.

(1) Sections VI, VII, IX, X, XI, XII, XIII, XIV, XVI, XVII(b), (c), (d), (e), (f), (g), (h), (i), (p), (r), (s), (u), (w), (z), (bb), (dd), and Exhibits A, B, and E hereof ("Nonseverable Provisions") are not severable, except to the extent that severance of section VI is permitted by Settling States pursuant to subsection VI(i) hereof. The remaining terms of this Agreement are severable, as set forth herein.

(2) If a court materially modifies, renders unenforceable, or finds to be unlawful any of the Nonseverable Provisions, the NAAAG executive committee shall select a team of Attorneys General (the "Negotiating Team") to attempt to negotiate an equivalent or comparable substitute term or other appropriate credit or adjustment (a "Substitute Term") with the Original Participating Manufacturers. In the event that the court referred to in the preceding sentence is located in a Settling State, the Negotiating Team shall include the Attorney General of such Settling State. The Original Participating Manufacturers shall have no obligation to agree to any Substitute Term. If any Original Participating Manufacturer does not agree to a Substitute Term, this Agreement shall be terminated in all Settling States affected by the court's ruling. The Negotiating Team shall submit any proposed Substitute Term negotiated by the Negotiating Team and agreed to by all of the Original Participating Manufacturers to the Attorneys General of all of the affected Settling States for their approval. If any affected Settling State does not approve the proposed Substitute Term, this Agreement in such Settling State shall be terminated.

(3) If a court materially modifies, renders unenforceable, or finds to be unlawful any term of this Agreement other than a Nonseverable Provision:

(A) The remaining terms of this Agreement shall remain in full force and effect.

(B) Each Settling State whose rights or obligations under this Agreement are affected by the court's decision in question (the "Affected Settling State") and the Participating Manufacturers agree to negotiate in good faith a Substitute Term. Any agreement on a Substitute Term reached between the Participating Manufacturers and the Affected Settling State shall not modify or amend the terms of this Agreement with regard to any other Settling State.

(C) If the Affected Settling State and the Participating Manufacturers are unable to agree on a Substitute Term, then they will submit the issue to non-binding mediation. If mediation fails to produce agreement to a Substitute Term, then that term shall be severed and the remainder of this Agreement shall remain in full force and effect.

(4) If a court materially modifies, renders unenforceable, or finds to be unlawful any portion of any provision of this Agreement, the remaining portions of such provision shall be unenforceable with respect to the affected Settling State unless a Substitute Term is arrived at pursuant to subsection (o)(2) or (o)(3) hereof, whichever is applicable.

(p) Intended Beneficiaries. No portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or a Released Party. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

(q) Counterparts. This Agreement may be executed in counterparts. Facsimile or photocopied signatures shall be considered as valid signatures as of the date affixed, although the original signature pages shall thereafter be appended.

(r) Applicability. The obligations and duties of each Participating Manufacturer set forth herein are applicable only to actions taken (or omitted to be taken) within the States. This subsection (r) shall not be construed as extending the territorial scope of any obligation or duty set forth herein whose scope is otherwise limited by the terms hereof.

(s) Preservation of Privilege. Nothing contained in this Agreement or any Consent Decree, and no act required to be performed pursuant to this Agreement or any Consent Decree, is intended to constitute, cause or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection or common interest/joint defense privilege, and each Settling State and each Participating Manufacturer agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

(t) Non-Release. Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall limit, prejudice or otherwise interfere with the rights of any Settling State or any Participating Manufacturer to pursue any and all rights and remedies it may have against any Non-Participating Manufacturer or other non-Released Party.

(u) Termination.

(1) Unless otherwise agreed to by each of the Original Participating Manufacturers and the Settling State in question, in the event that (A) State-Specific Finality in a Settling State does not occur in such Settling State on or before December 31, 2001; or (B) this Agreement or the Consent Decree has been disapproved by the Court (or, in the event of an appeal from or review of a decision of the Court to approve this Agreement and the Consent Decree, by the court hearing such appeal or conducting such review), and the time to Appeal from such disapproval has expired, or, in the event of an Appeal from such disapproval, the Appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such Appeal has been taken and such dismissal or disapproval has become no longer subject to further Appeal (including, without limitation, review by the United States Supreme Court); or (C) this Agreement is terminated in a Settling State for whatever reason (including, but not limited to, pursuant to subsection XVII(o) of this Agreement), then this Agreement and all of its terms (except for the non-admissibility provisions hereof, which shall continue in full force and effect) shall be canceled and terminated with respect to such Settling State, and it and all orders issued by the courts in such Settling State pursuant hereto shall become null and void and of no effect.

(2) If this Agreement is terminated with respect to a Settling State for whatever reason, then (A) the applicable statute of limitation or any similar time requirement shall be tolled from the date such Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that the parties shall be in the same position with respect to the statute of limitation as they were at the time such Settling State filed its action, and (B) the parties shall jointly move the Court for an order reinstating the actions and claims dismissed pursuant to sections XIII and XIV hereof, with the effect that the parties shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

(v) Freedom of Information Requests. Upon the occurrence of State-Specific Finality in a Settling State, each Participating Manufacturer will withdraw in writing any and all requests for information, administrative applications, and proceedings brought or caused to be brought by such Participating Manufacturer pursuant to such Settling State's freedom of information law relating to the subject matter of the lawsuits identified in Exhibit D.

(w) Bankruptcy. The following provisions shall apply if a Participating Manufacturer both enters Bankruptcy and at any time thereafter is not timely performing its financial obligations as required under this Agreement:

(1) In the event that both a number of Settling States equal to at least 75% of the total number of Settling States and Settling States having aggregate Allocable Shares equal to at least 75% of the total aggregate Allocable Shares assigned to all Settling States deem (by written notice to the Participating Manufacturers other than the bankrupt Participating Manufacturer) that the financial obligations of this Agreement have been terminated and rendered null and void as to such bankrupt Participating Manufacturer (except as provided in subsection (A) below) due to a material breach by such Participating Manufacturer, whereupon, with respect to all Settling States:

(A) all agreements, all concessions, all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall be null and void as to such Participating Manufacturer. Provided, however, that (i) all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall remain in full force and effect as to all persons or entities (other than the bankrupt Participating Manufacturer itself or any person or entity that, as a result of the Bankruptcy, obtains domestic tobacco assets of such

Participating Manufacturer (unless such person or entity is itself a Participating Manufacturer) who (but for the first sentence of this subsection (A)) would otherwise be Released Parties by virtue of their relationship with the bankrupt Participating Manufacturer; and (ii) in the event a Settling State asserts any Released Claim against a bankrupt Participating Manufacturer after the termination of this Agreement with respect to such Participating Manufacturer as described in this subsection (1) and receives a judgment, settlement or distribution arising from such Released Claim, then the amount of any payments such Settling State has previously received from such Participating Manufacturer under this Agreement shall be applied against the amount of any such judgment, settlement or distribution (provided that in no event shall such Settling State be required to refund any payments previously received from such Participating Manufacturer pursuant to this Agreement);

(B) the Settling States shall have the right to assert any and all claims against such Participating Manufacturer in the Bankruptcy or otherwise without regard to any limits otherwise provided in this Agreement (subject to any and all defenses against such claims);

(C) the Settling States may exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy law) with respect to their Claims against such Participating Manufacturer, including the right to initiate and complete police and regulatory actions against such Participating Manufacturer pursuant to the exceptions to the automatic stay set forth in section 362(b) of the Bankruptcy Code (provided, however, that such Participating Manufacturer may contest whether the Settling State's action constitutes a police and regulatory action); and

(D) to the extent that any Settling State is pursuing a police and regulatory action against such Participating Manufacturer as described in subsection (1)(C), such Participating Manufacturer shall not request or support a request that the Bankruptcy court utilize the authority provided under section 105 of the Bankruptcy Code to impose a discretionary stay on the Settling State's action. The Participating Manufacturers further agree that they will not request, seek or support relief from the terms of this Agreement in any proceeding before any court of law (including the federal bankruptcy courts) or an administrative agency or through legislative action, including (without limitation) by way of joinder in or consent to or acquiescence in any such pleading or instrument filed by another.

(2) Whether or not the Settling States exercise the option set forth in subsection (1) (and whether or not such option, if exercised, is valid and enforceable);

(A) In the event that the bankrupt Participating Manufacturer is an Original Participating Manufacturer, such Participating Manufacturer shall continue to be treated as an Original Participating Manufacturer for all purposes under this Agreement except (i) such Participating Manufacturer shall be treated as a Non-Participating Manufacturer (and not as an Original Participating Manufacturer or Participating Manufacturer) for all purposes with respect to subsections IX(d)(1), IX(d)(2) and IX(d)(3) (including, but not limited to, that the Market Share of such Participating Manufacturer shall not be included in Base Aggregate Participating Manufacturer Market Share or Actual Aggregate Participating Manufacturer Market Share, and that such Participating Manufacturer's volume shall not be included for any purpose under subsection IX(d)(1)(D)); (ii) such Participating Manufacturer's Market Share shall not be included as that of a Participating Manufacturer for the purpose of determining whether the trigger percentage specified in subsection IX(e) has been achieved (provided that such Participating Manufacturer shall be treated as an Original Participating Manufacturer for all other purposes with respect to such subsection); (iii) for purposes of subsection (B)(ii) of Exhibit E, such Participating Manufacturer shall continue to be treated as an Original Participating Manufacturer, but its operating income shall be recalculated by the Independent Auditor to reflect what such income would have been had such Participating Manufacturer made the payments that would have been due under this Agreement but for the Bankruptcy; (iv) for purposes of subsection XVIII(e), such Participating Manufacturer shall not be treated as an Original Participating Manufacturer or as a Participating Manufacturer to the extent that after entry into Bankruptcy it becomes the acquirer or transferee of Cigarette brands, Brand Names, Cigarette product formulas or Cigarette businesses of any Participating Manufacturer (provided that such Participating Manufacturer shall continue to be treated as an Original Participating Manufacturer and Participating Manufacturer for all other purposes under such subsection); and (v) as to any action that by the express terms of this Agreement requires the unanimous agreement of all Original Participating Manufacturers.

(B) In the event that the bankrupt Participating Manufacturer is a Subsequent Participating Manufacturer, such Participating Manufacturer shall continue to be treated as a Subsequent Participating Manufacturer for all purposes under this Agreement except (i) such Participating Manufacturer shall be treated as a Non-Participating Manufacturer (and not as a Subsequent Participating Manufacturer or Participating Manufacturer) for all purposes with respect to subsections IX(d)(1), (d)(2) and (d)(4) (including, but not limited to, that the Market Share of such Participating Manufacturer shall not be included in Base Aggregate Participating Manufacturer Market Share or Actual Aggregate Participating Manufacturer Market Share, and that such Participating Manufacturer's volume shall not be included for any purpose under subsection IX(d)(1)(D)); (ii) such Participating Manufacturer's Market Share shall not be included as that of a Participating Manufacturer for the purpose of determining whether the trigger percentage specified in subsection IX(e) has been achieved (provided that such Participating Manufacturer shall be treated as a Subsequent Participating Manufacturer for all other purposes with respect to such subsection); and (iii) for purposes of subsection XVIII(c), such Participating Manufacturer shall not be treated as a Subsequent Participating Manufacturer or as a Participating Manufacturer to the extent that after entry into Bankruptcy it becomes the acquirer or transferee of Cigarette brands, Brand Names, Cigarette product formulas or Cigarette businesses of any Participating Manufacturer (provided that such Participating Manufacturer shall

continue to be treated as a Subsequent Participating Manufacturer and Participating Manufacturer for all other purposes under such subsection).

(C) Revision of this Agreement pursuant to subsection XVIII(b)(2) shall not be required by virtue of any resolution on an involuntary basis in the Bankruptcy of Claims against the bankrupt Participating Manufacturer.

(x) Notice of Material Transfers. Each Participating Manufacturer shall provide notice to each Settling State at least 20 days before consummating a sale, transfer of title or other disposition, in one transaction or series of related transactions, of assets having a fair market value equal to five percent or more (determined in accordance with United States generally accepted accounting principles) of the consolidated assets of such Participating Manufacturer.

(y) Entire Agreement. This Agreement (together with any agreements expressly contemplated hereby and any other contemporaneous written agreements) embodies the entire agreement and understanding between and among the Settling States and the Participating Manufacturers relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral, and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

(z) Business Days. Any obligation hereunder that, under the terms of this Agreement, is to be performed on a day that is not a Business Day shall be performed on the first Business Day thereafter.

(aa) Subsequent Signatories. With respect to a Tobacco Product Manufacturer that signs this Agreement after the MSA Execution Date, the timing of obligations under this Agreement (other than payment obligations, which shall be governed by subsection II(j)) shall be negotiated to provide for the institution of such obligations on a schedule not more favorable to such subsequent signatory than that applicable to the Original Participating Manufacturers.

(bb) Decimal Places. Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

(cc) Regulatory Authority. Nothing in section III of this Agreement is intended to affect the legislative or regulatory authority of any local or State government.

(dd) Successors. In the event that a Participating Manufacturer ceases selling a brand of Tobacco Products in the States that such Participating Manufacturer owned in the States prior to July 1, 1998, and an Affiliate of such Participating Manufacturer thereafter and after the MSA Execution Date intentionally sells such brand in the States, such Affiliate shall be considered to be the successor of such Participating Manufacturer with respect to such brand. Performance by any such successor of the obligations under this Agreement with respect to the sales of such brand shall be subject to court-ordered specific performance.

(ee) Export Packaging. Each Participating Manufacturer shall place a visible indication on each pack of Cigarettes it manufactures for sale outside of the fifty United States and the District of Columbia that distinguishes such pack from packs of Cigarettes it manufactures for sale in the fifty United States and the District of Columbia.

(ff) Actions Within Geographic Boundaries of Settling States. To the extent that any provision of this Agreement expressly prohibits, restricts, or requires any action to be taken "within" any Settling State or the Settling States, the relevant prohibition, restriction, or requirement applies within the geographic boundaries of the applicable Settling State or Settling States, including, but not limited to, Indian country or Indian trust land within such geographic boundaries.

(gg) Notice to Affiliates. Each Participating Manufacturer shall give notice of this Agreement to each of its Affiliates.

IN WITNESS WHEREOF, each Settling State and each Participating Manufacturer, through their fully authorized representatives, have agreed to this Agreement.

[Signatures Intentionally Omitted]

**EXHIBIT A
STATE ALLOCATION PERCENTAGES**

State	Percentage
Alabama	1.6161308%
Alaska	0.3414187%
Arizona	1.4738845%
Arkansas	0.8280661%
California	12.7639554%
Colorado	1.3708614%
Connecticut	1.8565173%
Delaware	0.3954695%
D.C.	0.6071183%
Florida	0.0000000%
Georgia	2.4544575%
Hawaii	0.6018650%
Idaho	0.3632632%
Illinois	4.6542472%
Indiana	2.0396033%
Iowa	0.8696670%
Kansas	0.8336712%
Kentucky	1.7611586%
Louisiana	2.2553531%
Maine	0.7693505%
Maryland	2.2604570%
Massachusetts	4.0389790%
Michigan	4.3519476%
Minnesota	0.0000000%
Mississippi	0.0000000%
Missouri	2.2746011%
Montana	0.4241591%
Nebraska	0.5949833%
Nevada	0.6099351%
New Hampshire	0.6659340%
New Jersey	3.8669963%
New Mexico	0.5963897%
New York	12.7630310%
North Carolina	2.3322850%
North Dakota	0.3660138%
Ohio	5.0375098%
Oklahoma	1.0361370%
Oregon	1.1476582%
Pennsylvania	5.7468588%
Rhode Island	0.7189054%
South Carolina	1.1763519%
South Dakota	0.3489458%
Tennessee	2.4408945%
Texas	0.0000000%
Utah	0.4448869%
Vermont	0.4111851%
Virginia	2.0447451%
Washington	2.0532582%
West Virginia	0.8864604%
Wisconsin	2.0720390%
Wyoming	0.2483449%
American Samoa	0.0152170%
N. Mariana Isld.	0.0084376%
Guam	0.0219371%
U.S. Virgin Isld.	0.0173593%
Puerto Rico	1.1212774%
Total	100.0000000%

**EXHIBIT B
FORM OF ESCROW AGREEMENT**

This Escrow Agreement is entered into as of _____, 1998 by the undersigned State officials (on behalf of their respective Settling States), the undersigned Participating Manufacturers and _____ as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, the Settling States and the Participating Manufacturers have entered into a settlement agreement entitled the "Master Settlement Agreement" (the "Agreement"); and

WHEREAS, the Agreement requires the Settling States and the Participating Manufacturers to enter into this Escrow Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Appointment of Escrow Agent.

The Settling States and the Participating Manufacturers hereby appoint _____ to serve as Escrow Agent under this Agreement on the terms and conditions set forth herein, and the Escrow Agent, by its execution hereof, hereby accepts such appointment and agrees to perform the duties and obligations of the Escrow Agent set forth herein. The Settling States and the Participating Manufacturers agree that the Escrow Agent appointed under the terms of this Escrow Agreement shall be the Escrow Agent as defined in, and for all purposes of, the Agreement.

SECTION 2. Definitions.

(a) Capitalized terms used in this Escrow Agreement and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

(b) "Escrow Court" means the court of the State of New York to which the Agreement is presented for approval, or such other court as agreed to by the Original Participating Manufacturers and a majority of those Attorneys General who are both the Attorney General of a Settling State and a member of the NAAG executive committee at the time in question.

SECTION 3. Escrow and Accounts.

(a) All funds received by the Escrow Agent pursuant to the terms of the Agreement shall be held and disbursed in accordance with the terms of this Escrow Agreement. Such funds and any earnings thereon shall constitute the "Escrow" and shall be held by the Escrow Agent separate and apart from all other funds and accounts of the Escrow Agent, the Settling States and the Participating Manufacturers.

(b) The Escrow Agent shall allocate the Escrow among the following separate accounts (each an "Account" and collectively the "Accounts"):

- SUBSECTION VI(b) ACCOUNT
- SUBSECTION VI(c) ACCOUNT (FIRST)
- SUBSECTION VI(c) ACCOUNT (SUBSEQUENT)
- SUBSECTION VIII(b) ACCOUNT
- SUBSECTION VIII(c) ACCOUNT
- SUBSECTION IX(b) ACCOUNT (FIRST)
- SUBSECTION IX(b) ACCOUNT (SUBSEQUENT)
- SUBSECTION IX(c)(1) ACCOUNT
- SUBSECTION IX(c)(2) ACCOUNT
- SUBSECTION IX(e) ACCOUNT
- DISPUTED PAYMENTS ACCOUNT
- STATE-SPECIFIC ACCOUNTS WITH RESPECT TO EACH SETTLING STATE IN WHICH STATE-SPECIFIC FINALITY OCCURS.

(c) All amounts credited to an Account shall be retained in such Account until disbursed therefrom in accordance with the provisions of this Escrow Agreement pursuant to (i) written instructions from the Independent Auditor; or (ii) written instructions from all of the following: all of the Original Participating Manufacturers; all of the Subsequent Participating Manufacturers that contributed to such amounts in such Account; and all of the Settling States (collectively, the "Escrow Parties"). In the event of a conflict, instructions pursuant to clause (ii) shall govern over instructions pursuant to clause (i).

(d) On the first Business Day after the date any payment is due under the Agreement, the Escrow Agent shall deliver to each other Notice Party a written statement showing the amount of such payment (or indicating that no payment was made, if such is the case), the source of such payment, the Account or Accounts to which such payment has been

credited, and the payment instructions received by the Escrow Agent from the Independent Auditor with respect to such payment.

(e) The Escrow Agent shall comply with all payment instructions received from the Independent Auditor unless before 11:00 a.m. (New York City time) on the scheduled date of payment it receives written instructions to the contrary from all of the Escrow Parties, in which event it shall comply with such instructions.

(f) On the first Business Day after disbursing any funds from an Account, the Escrow Agent shall deliver to each other Notice Party a written statement showing the amount disbursed, the date of such disbursement and the payee of the disbursed funds.

SECTION 4. *Failure of Escrow Agent to Receive Instructions.*

In the event that the Escrow Agent fails to receive any written instructions contemplated by this Escrow Agreement, the Escrow Agent shall be fully protected in refraining from taking any action required under any section of this Escrow Agreement other than Section 5 until such written instructions are received by the Escrow Agent.

SECTION 5. *Investment of Funds by Escrow Agent.*

The Escrow Agent shall invest and reinvest all amounts from time to time credited to the Accounts in either (i) direct obligations of, or obligations the principal and interest on which are unconditionally guaranteed by, the United States of America; (ii) repurchase agreements fully collateralized by securities described in clause (i) above; (iii) money market accounts maturing within 30 days of the acquisition thereof and issued by a bank or trust company organized under the laws of the United States of America or of any of the 50 States thereof (a "United States Bank") and having combined capital, surplus and undistributed profits in excess of \$500,000,000; or (iv) demand deposits with any United States Bank having combined capital, surplus and undistributed profits in excess of \$500,000,000. To the extent practicable, monies credited to any Account shall be invested in such a manner so as to be available for use at the times when monies are expected to be disbursed by the Escrow Agent and charged to such Account. Obligations purchased as an investment of monies credited to any Account shall be deemed at all times to be a part of such Account and the income or interest earned, profits realized or losses suffered with respect to such investments (including, without limitation, any penalty for any liquidation of an investment required to fund a disbursement to be charged to such Account), shall be credited or charged, as the case may be, to, such Account and shall be for the benefit of, or be borne by, the person or entity entitled to payment from such Account. In choosing among the investment options described in clauses (i) through (iv) above, the Escrow Agent shall comply with any instructions received from time to time from all of the Escrow Parties. In the absence of such instructions, the Escrow Agent shall invest such sums in accordance with clause (i) above. With respect to any amounts credited to a State-Specific Account, the Escrow Agent shall invest and reinvest all amounts credited to such Account in accordance with the law of the applicable Settling State to the extent such law is inconsistent with this Section 5.

SECTION 6. *Substitute Form W-9; Qualified Settlement Fund.*

Each signatory to this Escrow Agreement shall provide the Escrow Agent with a correct taxpayer identification number on a substitute Form W-9 or if it does not have such a number, a statement evidencing its status as an entity exempt from back-up withholding, within 30 days of the date hereof (and, if it supplies a Form W-9, indicate thereon that it is not subject to backup withholding). The escrow established pursuant to this Escrow Agreement is intended to be treated as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Escrow Agent shall comply with all applicable tax filing, payment and reporting requirements, including, without limitation, those imposed under Treas. Reg. § 1.468B, and if requested to do so shall join in the making of the relation-back election under such regulation.

SECTION 7. *Duties and Liabilities of Escrow Agent.*

The Escrow Agent shall have no duty or obligation hereunder other than to take such specific actions as are required of it from time to time under the provisions of this Escrow Agreement, and it shall incur no liability hereunder or in connection herewith for anything whatsoever other than any liability resulting from its own gross negligence or willful misconduct. The Escrow Agent shall not be bound in any way by any agreement or contract between the Participating Manufacturers and the Settling States (whether or not the Escrow Agent has knowledge thereof) other than this Escrow Agreement, and the only duties and responsibilities of the Escrow Agent shall be the duties and obligations specifically set forth in this Escrow Agreement.

SECTION 8. *Indemnification of Escrow Agent.*

The Participating Manufacturers shall indemnify, hold harmless and defend the Escrow Agent from and against any and all losses, claims, liabilities and reasonable expenses, including the reasonable fees of its counsel, which it may suffer or incur in connection with the performance of its duties and obligations under this Escrow Agreement, except for those losses, claims, liabilities and expenses resulting solely and directly from its own gross negligence or willful misconduct.

SECTION 9. *Resignation of Escrow Agent.*

The Escrow Agent may resign at any time by giving written notice thereof to the other parties hereto, but such resignation shall not become effective until a successor Escrow Agent, selected by the Original Participating Manufacturers and the Settling States, shall have been appointed and shall have accepted such appointment in writing. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the resigning Escrow Agent within 90 days after the giving of such notice of resignation, the resigning Escrow Agent may, at the expense of the Participating Manufacturers (to

be shared according to their pro rata Market Shares), petition the Escrow Court for the appointment of a successor Escrow Agent.

SECTION 10. *Escrow Agent Fees and Expenses.*

The Participating Manufacturers shall pay to the Escrow Agent its fees as set forth in Appendix A hereto as amended from time to time by agreement of the Original Participating Manufacturers and the Escrow Agent. The Participating Manufacturers shall pay to the Escrow Agent its reasonable fees and expenses, including all reasonable expenses, charges, counsel fees, and other disbursements incurred by it or by its attorneys, agents and employees in the performance of its duties and obligations under this Escrow Agreement. Such fees and expenses shall be shared by the Participating Manufacturers according to their pro rata Market Shares.

SECTION 11. *Notices.*

All notices, written instructions or other communications to any party or other person hereunder shall be given in the same manner as, shall be given to the same person as, and shall be effective at the same time as provided in subsection XVIII(k) of the Agreement.

SECTION 12. *Setoff; Reimbursement.*

The Escrow Agent acknowledges that it shall not be entitled to set off against any funds in, or payable from, any Account to satisfy any liability of any Participating Manufacturer. Each Participating Manufacturer that pays more than its pro rata Market Share of any payment that is made by the Participating Manufacturers to the Escrow Agent pursuant to Section 8, 9 or 10 hereof shall be entitled to reimbursement of such excess from the other Participating Manufacturers according to their pro rata Market Shares of such excess.

SECTION 13. *Intended Beneficiaries; Successors.*

No persons or entities other than the Settling States, the Participating Manufacturers and the Escrow Agent are intended beneficiaries of this Escrow Agreement, and only the Settling States, the Participating Manufacturers and the Escrow Agent shall be entitled to enforce the terms of this Escrow Agreement. Pursuant to the Agreement, the Settling States have designated NAAG and the Foundation as recipients of certain payments; for all purposes of this Escrow Agreement, the Settling States shall be the beneficiaries of such payments entitled to enforce payment thereof. The provisions of this Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and, in the case of the Escrow Agent and Participating Manufacturers, their respective successors. Each reference herein to the Escrow Agent or to a Participating Manufacturer shall be construed as a reference to its successor, where applicable.

SECTION 14. *Governing Law.*

This Escrow Agreement shall be construed in accordance with and governed by the laws of the State in which the Escrow Court is located, without regard to the conflicts of law rules of such state.

SECTION 15. *Jurisdiction and Venue.*

The parties hereto irrevocably and unconditionally submit to the continuing exclusive jurisdiction of the Escrow Court for purposes of any suit, action or proceeding seeking to interpret or enforce any provision of, or based on any right arising out of, this Escrow Agreement, and the parties hereto agree not to commence any such suit, action or proceeding except in the Escrow Court. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Escrow Court and hereby further irrevocably waive and agree not to plead or claim in the Escrow Court that any such suit, action or proceeding has been brought in an inconvenient forum.

SECTION 16. *Amendments.*

This Escrow Agreement may be amended only by written instrument executed by all of the parties hereto that would be affected by the amendment. The waiver of any rights conferred hereunder shall be effective only if made in a written instrument executed by the waiving party. The waiver by any party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Escrow Agreement, nor shall such waiver be deemed to be or construed as a waiver by any other party.

SECTION 17. *Counterparts.*

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery by facsimile of a signed counterpart shall be deemed delivery for purposes of acknowledging acceptance hereof; however, an original executed Escrow Agreement must promptly thereafter be delivered to each party.

SECTION 18. *Captions.*

The captions herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.

SECTION 19. *Conditions to Effectiveness.*

This Escrow Agreement shall become effective when each party hereto shall have signed a counterpart hereof. The parties hereto agree to use their best efforts to seek an order of the Escrow Court approving, and retaining continuing jurisdiction over, the Escrow Agreement as soon as possible, and agree that such order shall relate back to, and be deemed effective as of, the date this Escrow Agreement became effective.

SECTION 20. *Address for Payments.*

Whenever funds are under the terms of this Escrow Agreement required to be disbursed to a Settling State, a Participating Manufacturer, NAAG or the Foundation, the Escrow Agent shall disburse such funds by wire transfer to the account specified by such payee by written notice delivered to all Notice Parties in accordance with Section 11 hereof at least five Business Days prior to the date of payment. Whenever funds are under the terms of this Escrow Agreement required to be disbursed to any other person or entity, the Escrow Agent shall disburse such funds to such account as shall have been specified in writing by the Independent Auditor for such payment at least five Business Days prior to the date of payment.

SECTION 21. *Reporting.*

The Escrow Agent shall provide such information and reporting with respect to the escrow as the Independent Auditor may from time to time request.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first hereinabove written.

{Signature Blocks}

Appendix A
Schedule Of Fees And Expenses

**EXHIBIT C
FORMULA FOR CALCULATING
INFLATION ADJUSTMENTS**

(1) Any amount that, in any given year, is to be adjusted for inflation pursuant to this Exhibit (the "Base Amount") shall be adjusted upward by adding to such Base Amount the Inflation Adjustment.

(2) The Inflation Adjustment shall be calculated by multiplying the Base Amount by the Inflation Adjustment Percentage applicable in that year.

(3) The Inflation Adjustment Percentage applicable to payments due in the year 2000 shall be equal to the greater of 3% or the CPI%. For example, if the Consumer Price Index for December 1999 (as released in January 2000) is 2% higher than the Consumer Price Index for December 1998 (as released in January 1999), then the CPI% with respect to a payment due in 2000 would be 2%. The Inflation Adjustment Percentage applicable in the year 2000 would thus be 3%.

(4) The Inflation Adjustment Percentage applicable to payments due in any year after 2000 shall be calculated by applying each year the greater of 3% or the CPI% on the Inflation Adjustment Percentage applicable to payments due in the prior year. Continuing the example in subsection (3) above, if the CPI% with respect to a payment due in 2001 is 6%, then the Inflation Adjustment Percentage applicable in 2001 would be 9.1800000% (an additional 6% applied on the 3% Inflation Adjustment Percentage applicable in 2000), and if the CPI% with respect to a payment due in 2002 is 4%, then the Inflation Adjustment Percentage applicable in 2002 would be 13.5472000% (an additional 4% applied on the 9.1800000% Inflation Adjustment Percentage applicable in 2001).

(5) "Consumer Price Index" means the Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the U.S. Department of Labor (or other similar measures agreed to by the Settling States and the Participating Manufacturers).

(6) The "CPI%" means the actual total percent change in the Consumer Price Index during the calendar year immediately preceding the year in which the payment in question is due.

(7) Additional Examples:

(A) Calculating the Inflation Adjustment Percentages:

Payment Year	Hypothetical CPI%	Percentage to be applied on the Inflation Adjustment Percentage for the prior year (i.e., the greater of 3% or the CPI%)	Inflation Adjustment Percentage
2000	2.4%	3.0%	3.0000000%
2001	2.1%	3.0%	6.0900000%
2002	3.5%	3.5%	9.8031500%
2003	3.5%	3.5%	13.6462603%
2004	4.0%	4.0%	18.1921107%
2005	2.2%	3.0%	21.7378740%
2006	1.6%	3.0%	25.3900102%

(B) Applying the Inflation Adjustment:

Using the hypothetical Inflation Adjustment Percentages set forth in section (7)(A):
 -- the subsection IX(c)(1) base payment amount for 2002 of \$6,500,000,000 as adjusted for inflation would equal \$7,137,204,750;
 -- the subsection IX(c)(1) base payment amount for 2004 of \$8,000,000,000 as adjusted for inflation would equal \$9,455,368,856;
 -- the subsection IX(c)(1) base payment amount for 2006 of \$8,000,000,000 as adjusted for inflation would equal \$10,031,200,816.

**EXHIBIT D
LIST OF LAWSUITS**

1. Alabama
Blaylock et al. v. American Tobacco Co. et al., Circuit Court, Montgomery County, No. CV-96-1508-PR
2. Alaska
State of Alaska v. Philip Morris, Inc., et al., Superior Court, First Judicial District of Juneau, No. EJU-97915 CI (Alaska)
3. Arizona
State of Arizona v. American Tobacco Co., Inc., et al., Superior Court, Maricopa County, No. CV-96-14769 (Ariz.)
4. Arkansas
State of Arkansas v. The American Tobacco Co., Inc., et al., Chancery Court, 6th Division, Pulaski County, No. JJ 97-2982 (Ark.)
5. California
People of the State of California et al. v. Philip Morris, Inc., et al., Superior Court, Sacramento County, No. 97-AS-30301
6. Colorado
State of Colorado et al. v. R.J. Reynolds Tobacco Co., et al., District Court, City and County of Denver, No. 97CV3432 (Colo.)
7. Connecticut
State of Connecticut v. Philip Morris, et al., Superior Court, Judicial District of Waterbury No. X02 CV96-0148414S (Conn.)
8. Georgia
State of Georgia et al. v. Philip Morris, Inc., et al., Superior Court, Fulton County, No. CA E-61692 (Ga.)
9. Hawaii
State of Hawaii v. Brown & Williamson Tobacco Corp., et al., Circuit Court, First Circuit, No. 97-0441-01 (Haw.)
10. Idaho
State of Idaho v. Philip Morris, Inc., et al., Fourth Judicial District, Ada County, No. CVOC 9703239D (Idaho)
11. Illinois
People of the State of Illinois v. Philip Morris et al., Circuit Court of Cook County, No. 96-L13146 (Ill.)
12. Indiana
State of Indiana v. Philip Morris, Inc., et al., Marion County Superior Court, No. 49D 07-9702-CT-000236 (Ind.)
13. Iowa
State of Iowa v. R.J. Reynolds Tobacco Company et al., Iowa District Court, Fifth Judicial District, Polk County, No. CL71048 (Iowa)
14. Kansas
State of Kansas v. R.J. Reynolds Tobacco Company, et al., District Court of Shawnee County, Division 2, No. 96-CV-919 (Kan.)
15. Louisiana
Ieyoub v. The American Tobacco Company, et al., 14th Judicial District Court, Calcasieu Parish, No. 96-1209 (La.)
16. Maine
State of Maine v. Philip Morris, Inc., et al., Superior Court, Kennebec County, No. CV 97-134 (Me.)
17. Maryland
Maryland v. Philip Morris Incorporated, et al., Baltimore City Circuit Court, No. 96-122017-CL211487 (Md.)
18. Massachusetts
Commonwealth of Massachusetts v. Philip Morris Inc., et al., Middlesex Superior Court, No. 95-7378 (Mass.)
19. Michigan
Kelley v. Philip Morris Incorporated, et al., Ingham County Circuit Court, 30th Judicial Circuit, No. 96-84281-CZ (Mich.)
20. Missouri
State of Missouri v. American Tobacco Co., Inc. et al., Circuit Court, City of St. Louis, No. 972-1465 (Mo.)
21. Montana
State of Montana v. Philip Morris, Inc., et al., First Judicial Court, Lewis and Clark County, No. CDV 9700306-14 (Mont.)
22. Nebraska
State of Nebraska v. R.J. Reynolds Tobacco Co., et al., District Court, Lancaster County, No. 573277 (Neb.)

23. Nevada
Nevada v. Philip Morris, Incorporated, et al., Second Judicial Court, Washoe County, No. CV97-03279 (Nev.)
24. New Hampshire
New Hampshire v. R.J. Reynolds Tobacco Co., et al., New Hampshire Superior Court, Merrimack County, No. 97-E-165 (N.H.)
25. New Jersey
State of New Jersey v. R.J. Reynolds Tobacco Company, et al., Superior Court, Chancery Division, Middlesex County, No. C-254-96 (N.J.)
26. New Mexico
State of New Mexico v. The American Tobacco Co., et al., First Judicial District Court, County of Santa Fe, No. SF-1235 c (N.M.)
27. New York State
State of New York et al. v. Philip Morris, Inc., et al., Supreme Court of the State of New York, County of New York, No. 490361/97 (N.Y.)
28. Ohio
State of Ohio v. Philip Morris, Inc., et al., Court of Common Pleas, Franklin County, No. 97CV11055114 (Ohio)
29. Oklahoma
State of Oklahoma, et al. v. R.J. Reynolds Tobacco Company, et al., District Court, Cleveland County, No. CI-96-1499-L (Okla.)
30. Oregon
State of Oregon v. The American Tobacco Co., et al., Circuit Court, Multnomah County, No. 9706-04457 (Or.)
31. Pennsylvania
Commonwealth of Pennsylvania v. Philip Morris, Inc., et al., Court of Common Pleas, Philadelphia County, April Term 1997, No. 2443
32. Puerto Rico
Rossello, et al. v. Brown & Williamson Tobacco Corporation, et al., U.S. District Court, Puerto Rico, No. 97-1910JAF
33. Rhode Island
State of Rhode Island v. American Tobacco Co., et al., Rhode Island Superior Court, Providence, No. 97-3058 (R.I.)
34. South Carolina
State of South Carolina v. Brown & Williamson Tobacco Corporation, et al., Court of Common Pleas, Fifth Judicial Circuit, Richland County, No. 97-CP-40-1686 (S.C.)
35. South Dakota
State of South Dakota, et al. v. Philip Morris, Inc., et al., Circuit Court, Hughes County, Sixth Judicial Circuit, No. 98-65 (S.D.)
36. Utah
State of Utah v. R.J. Reynolds Tobacco Company, et al., U.S. District Court, Central Division, No. 96 CV 0829W (Utah)
37. Vermont
State of Vermont v. Philip Morris, Inc., et al., Chittenden Superior Court, Chittenden County, No. 744-97 (Vt.) and 5816-98 (Vt.)
38. Washington
State of Washington v. American Tobacco Co. Inc., et al., Superior Court of Washington, King County, No. 96-2-1505608SEA (Wash.)
39. West Virginia
McGraw, et al. v. The American Tobacco Company, et al., Kanawha County Circuit Court, No. 94-1707 (W. Va.)
40. Wisconsin
State of Wisconsin v. Philip Morris Inc., et al., Circuit Court, Branch 11, Dane County, No. 97-CV-328 (Wis.)
- Additional States

For each Settling State not listed above, the lawsuit or other legal action filed by the Attorney General or Governor of such Settling State against Participating Manufacturers in the Court in such Settling State prior to 30 days after the MSA Execution Date asserting Released Claims.

EXHIBIT E
FORMULA FOR CALCULATING
VOLUME ADJUSTMENTS

Any amount that by the terms of the Master Settlement Agreement is to be adjusted pursuant to this Exhibit E (the "Applicable Base Payment") shall be adjusted in the following manner:

(A) In the event the aggregate number of Cigarettes shipped in or to the fifty United States, the District of Columbia, and Puerto Rico by the Original Participating Manufacturers in the Applicable Year (as defined hereinbelow) (the "Actual Volume") is greater than 475,656,000,000 Cigarettes (the "Base Volume"), the Applicable Base Payment shall be multiplied by the ratio of the Actual Volume to the Base Volume.

(B) In the event the Actual Volume is less than the Base Volume,

i. The Applicable Base Payment shall be reduced by subtracting from it the amount equal to such Applicable Base Payment multiplied both by 0.98 and by the result of (i) 1 (one) minus (ii) the ratio of the Actual Volume to the Base Volume.

ii. Safely for purposes of calculating volume adjustments to the payments required under subsection IX(c)(1), if a reduction of the Base Payment due under such subsection results from the application of subparagraph (B)(i) of this Exhibit E, but the Original Participating Manufacturers' aggregate operating income from sales of Cigarettes for the Applicable Year in the fifty United States, the District of Columbia, and Puerto Rico (the "Actual Operating Income") is greater than \$7,195,340,000 (the "Base Operating Income") (such Base Operating Income being adjusted upward in accordance with the formula for inflation adjustments set forth in Exhibit C hereto beginning December 31, 1996 to be applied for each year after 1996) then the amount by which such Base Payment is reduced by the application of subsection (B)(i) shall be reduced (but not below zero) by the amount calculated by multiplying (i) a percentage equal to the aggregate Allocable Shares of the Settling States in which State-Specific Finality has occurred by (ii) 25% of such increase in such operating income. For purposes of this Exhibit E, "operating income from sales of Cigarettes" shall mean operating income from sales of Cigarettes in the fifty United States, the District of Columbia, and Puerto Rico: (a) before goodwill amortization, trademark amortization, restructuring charges and restructuring related charges, minority interest, net interest expense, non-operating income and expense, general corporate expenses and income taxes; and (b) excluding extraordinary items, cumulative effect of changes in method of accounting and discontinued operations -- all as such income is reported to the United States Securities and Exchange Commission ("SEC") for the Applicable Year (either independently by the Participating Manufacturer or as part of consolidated financial statements reported to the SEC by an Affiliate of such Participating Manufacturer) or, in the case of an Original Participating Manufacturer that does not report income to the SEC, as reported in financial statements prepared in accordance with U.S. generally accepted accounting principles and audited by a nationally recognized accounting firm. For years subsequent to 1998, the determination of the Original Participating Manufacturers' aggregate operating income from sales of Cigarettes shall not exclude any charges or expenses incurred or accrued in connection with this Agreement or any prior settlement of a tobacco and health case and shall otherwise be derived using the same principles as were employed in deriving such Original Participating Manufacturers' aggregate operating income from sales of Cigarettes in 1996.

iii. Any increase in a Base Payment pursuant to subsection (B)(ii) above shall be allocated among the Original Participating Manufacturers in the following manner:

(1) only to those Original Participating Manufacturers whose operating income from sales of Cigarettes in the fifty United States, the District of Columbia and Puerto Rico for the year for which the Base Payment is being adjusted is greater than their respective operating income from such sales of Cigarettes (including operating income from such sales of any of their Affiliates that do not continue to have such sales after the MSA Execution Date) in 1996 (as increased for inflation as provided in Exhibit C hereto beginning December 31, 1996 to be applied for each year after 1996); and

(2) among the Original Participating Manufacturers described in paragraph (1) above in proportion to the ratio of (x) the increase in the operating income from sales of Cigarettes (as described in paragraph (1)) of the Original Participating Manufacturer in question, to (y) the aggregate increase in the operating income from sales of Cigarettes (as described in paragraph (1)) of those Original Participating Manufacturers described in paragraph (1) above.

(C) "Applicable Year" means the calendar year immediately preceding the year in which the payment at issue is due, regardless of when such payment is made.

(D) For purposes of this Exhibit, shipments shall be measured as provided in subsection II(mm).

EXHIBIT F
POTENTIAL LEGISLATION NOT TO BE OPPOSED

1. Limitations on Youth access to vending machines.
2. Inclusion of cigars within the definition of tobacco products.
3. Enhancement of enforcement efforts to identify and prosecute violations of laws prohibiting retail sales to Youth.
4. Encouraging or supporting use of technology to increase effectiveness of age-of-purchase laws, such as, without limitation, the use of programmable scanners, scanners to read drivers' licenses, or use of other age/ID data banks.
5. Limitations on promotional programs for non-tobacco goods using tobacco products as prizes or give-aways.
6. Enforcement of access restrictions through penalties on Youth for possession or use.
7. Limitations on tobacco product advertising in or on school facilities, or wearing of tobacco logo merchandise in or on school property.
8. Limitations on non-tobacco products which are designed to look like tobacco products, such as bubble gum cigars, candy cigarettes, etc.

EXHIBIT G
OBLIGATIONS OF THE TOBACCO INSTITUTE
UNDER THE MASTER SETTLEMENT AGREEMENT

(a) Upon court approval of a plan of dissolution The Tobacco Institute ("TI") will:

(1) **Employees.** Promptly notify and arrange for the termination of the employment of all employees; provided, however, that TI may continue to engage any employee who is (A) essential to the wind-down function as set forth in section (g) herein; (B) reasonably needed for the sole purpose of directing and supporting TI's defense of ongoing litigation; or (C) reasonably needed for the sole purpose of performing the Tobacco Institute Testing Laboratory's (the "TITL") industry-wide cigarette testing pursuant to the Federal Trade Commission (the "FTC") method or any other testing prescribed by state or federal law as set forth in section (h) herein.

(2) **Employee Benefits.** Fund all employee benefit and pension programs; provided, however, that unless ERISA or other federal or state law prohibits it, such funding will be accomplished through periodic contributions by the Original Participating Manufacturers, according to their Relative Market Shares, into a trust or a like mechanism, which trust or like mechanism will be established within 90 days of court approval of the plan of dissolution. An opinion letter will be appended to the dissolution plan to certify that the trust plan is not inconsistent with ERISA or employee benefit pension contracts.

(3) **Leases.** Terminate all leaseholds at the earliest possible date pursuant to the leases; provided, however, that TI may retain or lease anew such space (or lease other space) as needed for its wind-down activities, for TITL testing as described herein, and for subsequent litigation defense activities. Immediately upon execution of this Agreement, TI will provide notice to each of its landlords of its desire to terminate its lease with such landlord, and will request that the landlord take all steps to re-lease the premises at the earliest possible date consistent with TI's performance of its obligations hereunder. TI will vacate such leasehold premises as soon as they are re-leased or on the last day of wind-down, whichever occurs first.

(b) **Assets/Debts.** Within 60 days after court approval of a plan of dissolution, TI will provide to the Attorney General of New York and append to the dissolution plan a description of all of its assets, its debts, tax claims against it, claims of state and federal governments against it, creditor claims against it, pending litigation in which it is a party and notices of claims against it.

(c) **Documents.** Subject to the privacy protections provided by New York Public Officers Law §§ 91-99, TI will provide a copy of or otherwise make available to the State of New York all documents in its possession, excluding those that TI continues to claim to be subject to any attorney-client privilege, attorney work product protection, common interest/joint defense privilege or any other applicable privilege (collectively, "privilege") after the re-examination of privilege claims pursuant to court order in *State of Oklahoma v. R.J. Reynolds Tobacco Company, et al.*, CJ-96-2499-L (Dist. Ct., Cleveland County) (the "Oklahoma action"):

(1) TI will deliver to the Attorney General of the State of New York a copy of the privilege log served by it in the Oklahoma action. Upon a written request by the Attorney General, TI will deliver an updated version of its privilege log, if any such updated version exists.

(2) The disclosure of any document or documents claimed to be privileged will be governed by section IV of this Agreement.

(3) At the conclusion of the document production and privilege logging process, TI will provide a sworn affidavit that all documents in its possession have been made available to the Attorney General of New York except for documents claimed to be privileged, and that any privilege logs that already exist have been made available to the Attorney General.

(d) **Remaining Assets.** On mutual agreement between TI and the Attorney General of New York, a not-for-profit health or child welfare organization will be named as the beneficiary of any TI assets that remain after lawful transfers of assets and satisfaction of TI's employee benefit obligations and any other debts, liabilities or claims.

(e) **Defense of Litigation.** Pursuant to Section 1006 of the New York Not-for-Profit Corporations Law, TI will have the right to continue to defend its litigation interests with respect to any claims against it that are pending or threatened now or that are brought or threatened in the future. TI will retain sole discretion over all litigation decisions, including, without limitation, decisions with respect to asserting any privileges or defenses, having privileged communications and creating privileged documents, filing pleadings, responding to discovery requests, making motions, filing affidavits and briefs, conducting party and non-party discovery, retaining expert witnesses and consultants, preparing for and defending itself at trial, settling any claims asserted against it, intervening or otherwise participating in litigation to protect interests that it deems significant to its defense, and otherwise directing or conducting its defense. Pursuant to existing joint defense agreements, TI may continue to assist its current or former members in defense of any litigation brought or threatened against them. TI also may enter into any new joint defense agreement or agreements that it deems significant to its defense of pending or threatened claims. TI may continue to engage such employees as reasonably needed for the sole purpose of directing and supporting its defense of ongoing litigation. As soon as TI has no litigation pending against it, it will dissolve completely and will cease all functions consistent with the requirements of law.

(f) No public statement. Except as necessary in the course of litigation defense as set forth in section (e) above, upon court approval of a plan of dissolution, neither TI nor any of its employees or agents acting in their official capacity on behalf of TI will issue any statements, press releases, or other public statement concerning tobacco.

(g) Wind-down. After court approval of a plan of dissolution, TI will effectuate wind-down of all activities (other than its defense of litigation as described in section (e) above) expeditiously, and in no event later than 180 days after the date of court approval of the plan of dissolution. TI will provide monthly status reports to the Attorney General of New York regarding the progress of wind-down efforts and work remaining to be done with respect to such efforts.

(h) TTL. Notwithstanding any other provision of this Exhibit G or the dissolution plan, TI may perform TTL industry-wide cigarette testing pursuant to the FTC method or any other testing prescribed by state or federal law until such function is transferred to another entity, which transfer will be accomplished as soon as practicable but in no event more than 180 days after court approval of the dissolution plan.

(i) Jurisdiction. After the filing of a Certificate of Dissolution, pursuant to Section 1004 of the New York Not-for-Profit Corporation Law, the Supreme Court for the State of New York will have continuing jurisdiction over the dissolution of TI and the winding-down of TI's activities, including any litigation-related activities described in subsection (e) herein.

(j) No Determination or Admission. The dissolution of TI and any proceedings taken hereunder are not intended to be and shall not in any event be construed as, deemed to be, or represented or caused to be represented by any Settling State as, an admission or concession or evidence of any liability or any wrongdoing whatsoever on the part of TI, any of its current or former members or anyone acting on their behalf. TI specifically disclaims and denies any liability or wrongdoing whatsoever with respect to the claims and allegations asserted against it by the Attorneys General of the Settling States.

(k) Court Approval. The Attorney General of the State of New York and the Original Participating Manufacturers will prepare a joint plan of dissolution for submission to the Supreme Court of the State of New York, all of the terms of which will be agreed on and consented to by the Attorney General and the Original Participating Manufacturers consistent with this schedule. The Original Participating Manufacturers and their employees, as officers and directors of TI, will take whatever steps are necessary to execute all documents needed to develop such a plan of dissolution and to submit it to the court for approval. If any court makes any material change to any term or provision of the plan of dissolution agreed upon and consented to by the Attorney General and the Original Participating Manufacturers, then:

(1) the Original Participating Manufacturers may, at their election, nevertheless proceed with the dissolution plan as modified by the court; or

(2) if the Original Participating Manufacturers elect not to proceed with the court-modified dissolution plan, the Original Participating Manufacturers will be released from any obligations or undertakings under this Agreement or this schedule with respect to TI; provided, however, that the Original Participating Manufacturers will engage in good faith negotiations with the New York Attorney General to agree upon the term or terms of the dissolution plan that the court may have modified in an effort to agree upon a dissolution plan that may be resubmitted for the court's consideration.

EXHIBIT H DOCUMENT PRODUCTION

Section 1.

- (a) Philip Morris Companies, Inc., et al., v. American Broadcasting Companies, Inc., et al., At Law No. 760CL94X00816-00 (Cir. Ct., City of Richmond)
- (b) Harley-Davidson v. Lorillard Tobacco Co., No. 93-947 (S.D.N.Y.)
- (c) Lorillard Tobacco Co. v. Harley-Davidson, No. 93-6098 (E.D. Wis.)
- (d) Brown & Williamson v. Jacobson and CBS, Inc., No. 82-648 (N.D. Ill.)
- (e) The FTC investigations of tobacco industry advertising and promotion as embodied in the following cites:
- 46 FTC 706
 - 48 FTC 82
 - 46 FTC 735
 - 47 FTC 1393
 - 108 F. Supp. 573
 - 55 FTC 354
 - 56 FTC 96
 - 79 FTC 255
 - 80 FTC 455
 - Investigation #8023069
 - Investigation #8323222

Each Original Participating Manufacturer and Tobacco-Related Organization will conduct its own reasonable inquiry to determine what documents or deposition testimony, if any, it produced or provided in the above-listed matters.

Section 2.

- (a) State of Washington v. American Tobacco Co., et al., No. 96-2-15056-8 SEA (Wash. Super. Ct., County of King)
- (b) In re Mike Moore, Attorney General, ex rel. State of Mississippi Tobacco Litigation, No. 94-1429 (Chancery Ct., Jackson, Miss.)
- (c) State of Florida v. American Tobacco Co., et al., No. CL 95-1466 AH (Fla. Cir. Ct., 15th Judicial Cir., Palm Beach Co.)
- (d) State of Texas v. American Tobacco Co., et al., No. 5-96CV-91 (E.D. Tex.)
- (e) Minnesota v. Philip Morris et al., No. C-94-8565 (Minn. Dist. Ct., County of Ramsey)
- (f) Brown v. R.J. Reynolds, No. 91-49738 CA (22) (11th Judicial Ct., Dade County, Florida)

EXHIBIT 1
INDEX AND SEARCH FEATURES FOR DOCUMENT WEBSITE

(a) Each Original Participating Manufacturer and Tobacco-Related Organization will create and maintain on its website, at its expense, an enhanced, searchable index, as described below, using Alta-Vista or functionally comparable software, for all of the documents currently on its website and all documents being placed on its website pursuant to section IV of this Agreement.

(b) The searchable indices of documents on these websites will include:

(1) all of the information contained in the 4(b) indices produced to the State Attorneys General (excluding fields specific only to the Minnesota action other than "request number");

(2) the following additional fields of information (or their substantial equivalent) to the extent such information already exists in an electronic format that can be incorporated into such an index:

Document ID	Master ID
Other Number	Document Date
Primary Type	Other Type
Person Attending	Person Noted
Person Author	Person Recipient
Person Copied	Person Mentioned
Organization Author	Organization Recipient
Organization Copied	Organization Mentioned
Organization Attending	Organization Noted
Physical Attachment 1	Physical Attachment 2
Characteristics	File Name
Site	Area
Verbatim Title	Old Brand
Primary Brand	Mentioned Brand
Page Count	

(c) Each Original Participating Manufacturer and Tobacco-Related Organization will add, if not already available, a user-friendly document retrieval feature on the Website consisting of a "view all pages" function with enhanced image viewer capability that will enable users to choose to view and/or print either "all pages" for a specific document or "page-by-page".

(d) Each Original Participating Manufacturer and Tobacco-Related Organizations will provide at its own expense to NAAG a copy set in electronic form of its website document images and its accompanying subsection IV(h) index in ASCII-delimited form for all of the documents currently on its website and all of the documents described in subsection IV(d) of this Agreement. The Original Participating Manufacturers and Tobacco-Related Organizations will not object to any subsequent distribution and/or reproduction of these copy sets.

EXHIBIT 1
TOBACCO ENFORCEMENT FUND PROTOCOL

The States' Antitrust/Consumer Protection Tobacco Enforcement Fund ("Fund") is established by the Attorneys General of the Settling States, acting through NAAG, pursuant to section VIII(c) of the Agreement. The following shall be the primary and mandatory protocol for the administration of the Fund.

Section A
Fund Purpose

Section 1

The monies to be paid pursuant to section VIII(c) of the Agreement shall be placed by NAAG in a new and separate interest bearing account, denominated the States' Antitrust/Consumer Protection Tobacco Enforcement Fund, which shall not then or thereafter be commingled with any other funds or accounts. However, nothing herein shall prevent deposits into the account so long as monies so deposited are then lawfully committed for the purpose of the Fund as set forth herein.

Section 2

A committee of three Attorneys General ("Special Committee") shall be established to determine disbursements from the account, using the process described herein. The three shall be the Attorney General of the State of Washington, the Chair of NAAG's antitrust committee, and the Chair of NAAG's consumer protection committee. In the event that an Attorney General shall hold either two or three of the above stated positions, that Attorney General may serve only in a single capacity, and shall be replaced in the remaining positions by first, the President of NAAG, next by the President-Elect of NAAG and if necessary the Vice-President of NAAG.

Section 3

The purpose of the Fund is: (1) to enforce and implement the terms of the Agreement, in particular, by partial payment of the monetary costs of the Independent Auditor as contemplated by the Agreement; and (2) to provide monetary assistance to the various states' attorneys general: (A) to investigate and/or litigate suspected violations of the Agreement and/or Consent Decree; (B) to investigate and/or litigate suspected violations of state and/or federal antitrust or consumer protection laws with respect to the manufacture, use, marketing and sales of tobacco products; and (C) to enforce the Qualifying Statute ("Qualifying Actions"). The Special Committee shall entertain requests only from Settling States for disbursement from the fund associated with a Qualifying Action ("Grant Application").

Section B
Administration Standards Relative to Grant Applications

Section 1

The Special Committee shall not entertain any Grant Application to pay salaries or ordinary expenses of regular employees of any Attorney General's office.

Section 2

The affirmative vote of two or more of the members of the Special Committee shall be required to approve any Grant Application.

Section 3

The decision of the Special Committee shall be final and non-appealable.

Section 4

The Attorney General of the State of Washington shall be chair of the Special Committee and shall annually report to the Attorneys General on the requests for funds from the Fund and the actions of the Special Committee upon the requests.

Section 5

When a Grant Application to the Fund is made by an Attorney General who is then a member of the Special Committee, such member will be temporarily replaced on the Committee, but only for the determination of such Grant Application. The remaining members of the Special Committee shall designate an Attorney General to replace the Attorney General so disqualified, in order to consider the application.

Section 6

The Fund shall be maintained in a federally insured depository institution located in Washington, D.C. Funds may be invested in federal government-backed vehicles. The Fund shall be regularly reported on NAAG financial statements and subject to annual audit.

Section 7

Withdrawals from and checks drawn on the Fund will require at least two of three authorized signatures. The three persons so authorized shall be the executive director, the deputy director, and controller of NAAG.

Section 8

The Special Committee shall meet in person or telephonically as necessary to determine whether a grant is sought for assistance with a Qualifying Action and whether and to what extent the Grant Application is accepted. The chair of the

Special Committee shall designate the times for such meetings, so that a response is made to the Grant Application as expeditiously as practicable.

Section 9

The Special Committee may issue a grant from the Fund only when an Attorney General certifies that the monies will be used in connection with a Qualifying Action, to wit: (A) to investigate and/or litigate suspected violations of the Agreement and/or Consent Decree; (B) to investigate and/or litigate suspected violations of state and/or federal antitrust or consumer protection laws with respect to the manufacture, use, marketing and sales of tobacco products; and (C) to enforce the Qualifying Statute. The Attorney General submitting such application shall further certify that the entire grant of monies from the Fund will be used to pay for such investigation and/or litigation. The Grant Application shall describe the nature and scope of the intended action and use of the funds which may be granted.

Section 10

To the extent permitted by law, each Attorney General whose Grant Application is favorably acted upon shall promise to pay back to the Fund all of the amounts received from the Fund in the event the state is successful in litigation or settlement of a Qualifying Action. In the event that the monetary recovery, if any, obtained is not sufficient to pay back the entire amount of the grant, the Attorney General shall pay back as much as is permitted by the recovery. In all instances where monies are granted, the Attorney General(s) receiving monies shall provide an accounting to NAAG of all disbursements received from the Fund no later than the 30th of June next following such disbursement.

Section 11

In addition to the repayments to the Fund contemplated in the preceding section, the Special Committee may deposit in the Fund any other monies lawfully committed for the precise purpose of the Fund as set forth in section A(3) above. For example, the Special Committee may at its discretion accept for deposit in the Fund a foundation grant or court-ordered award for state antitrust and/or consumer protection enforcement as long as the monies so deposited become part of and subject to the same rules, purposes and limitations of the Fund.

Section 12

The Special Committee shall be the sole and final arbiter of all Grant Applications and of the amount awarded for each such application, if any.

Section 13

The Special Committee shall endeavor to maintain the Fund for as long a term as is consistent with the purpose of the Fund. The Special Committee will limit the total amount of grants made to a single state to no more than \$500,000.00. The Special Committee will not award a single grant in excess of \$200,000.00, unless the grant involves more than one state, in which case, a single grant so made may not total more than \$300,000.00. The Special Committee may, in its discretion and by unanimous vote, decide to waive these limitations if it determines that special circumstances exist. Such decision, however, shall not be effective unless ratified by a two-thirds majority vote of the NAAG executive committee.

Section C Grant Application Procedures

Section 1

This Protocol shall be transmitted to the Attorneys General within 90 days after the MSA Execution Date. It may not be amended unless by recommendation of the NAAG executive committee and majority vote of the Settling States. NAAG will notify the Settling States of any amendments promptly and will transmit yearly to the attorneys general a statement of the Fund balance and a summary of deposits to and withdrawals from the Fund in the previous calendar or fiscal year.

Section 2

Grant Applications must be in writing and must be signed by the Attorney General submitting the application.

Section 3

Grant Applications must include the following:

- (A) A description of the contemplated/pending action, including the scope of the alleged violation and the area (state/regional/multi-state) likely to be affected by the suspected offending conduct.
- (B) A statement whether the action is actively and currently pursued by any other Attorney General or other prosecuting authority.
- (C) A description of the purposes for which the monies sought will be used.
- (D) The amount requested.
- (E) A directive as to how disbursements from the Fund should be made, e.g., either directly to a supplier of services (consultants, experts, witnesses, and the like), to the Attorney General's office directly, or in the case of multi-state action, to one or more Attorneys General's offices designated as a recipient of the monies.

(F) A statement that the applicant Attorney(s) General will, to the extent permitted by law, pay back to the Fund all, or as much as is possible, of the monies received, upon receipt of any monetary recovery obtained in the contemplated/pending litigation or settlement of the action.

(G) A certification that no part of the grant monies will be used to pay the salaries or ordinary expenses of any regular employee of the office of the applicant(s) and that the grant will be used solely to pay for the stated purpose.

(H) A certification that an accounting will be provided to NAAG of all monies received by the applicant(s) by no later than the 30th of June next following any receipt of such monies.

Section 4

All Grant Applications shall be submitted to the NAAG office at the following address: National Association of Attorneys General, 750 1st Street, NE, Suite 1100, Washington D.C. 20002.

Section 5

The Special Committee will endeavor to act upon all complete and properly submitted Grant Applications within 30 days of receipt of said applications.

Section D Other Disbursements from the Fund

Section 1

To enforce and implement the terms of the Agreement, the Special Committee shall direct disbursements from the Fund to comply with the partial payment obligations set forth in section XI of the Agreement relative to costs of the Independent Auditor. A report of such disbursements shall be included in the accounting given pursuant to section C(1) above.

Section E Administrative Costs

Section 1

NAAG shall receive from the Fund on July 1, 1999 and on July 1 of each year thereafter an administrative fee of \$100,000 for its administrative costs in performing its duties under the Protocol and this Agreement. The NAAG executive committee may adjust the amount of the administrative fee in extraordinary circumstances.

EXHIBIT K
MARKET CAPITALIZATION PERCENTAGES

Philip Morris Incorporated	68.0000000%
Brown & Williamson Tobacco Corporation	17.9000000%
Lorillard Tobacco Company	7.3000000%
R.J. Reynolds Tobacco Company	<u>6.8000000%</u>
Total	<u>100.0000000%</u>

EXHIBIT L
MODEL CONSENT DECREE

IN THE [XXXXXX] COURT OF THE STATE OF [XXXXXX]
IN AND FOR THE COUNTY OF [XXXXX]

----- x CAUSE NO. XXXXXX

STATE OF [XXXXXXXXXXXXX],

Plaintiff,

v.

[XXXXXX XXXXX XXXX], et al.,

Defendants.

CONSENT DECREE AND FINAL JUDGMENT

----- x

WHEREAS, Plaintiff, the State of [name of Settling State], commenced this action on [date], [by and through its Attorney General [name]], pursuant to [her/his/its] common law powers and the provisions of [state and/or federal law];

WHEREAS, the State of [name of Settling State] asserted various claims for monetary, equitable and injunctive relief on behalf of the State of [name of Settling State] against certain tobacco product manufacturers and other defendants;

WHEREAS, Defendants have contested the claims in the State's complaint [and amended complaints, if any] and denied the State's allegations [and asserted affirmative defenses];

WHEREAS, the parties desire to resolve this action in a manner which appropriately addresses the State's public health concerns, while conserving the parties' resources, as well as those of the Court, which would otherwise be expended in litigating a matter of this magnitude; and

WHEREAS, the Court has made no determination of any violation of law, this Consent Decree and Final Judgment being entered prior to the taking of any testimony and without trial or final adjudication of any issue of fact or law;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

I. JURISDICTION AND VENUE

This Court has jurisdiction over the subject matter of this action and over each of the Participating Manufacturers. Venue is proper in this [county/district].

II. DEFINITIONS

The definitions set forth in the Agreement (a copy of which is attached hereto) are incorporated herein by reference.

III. APPLICABILITY

A. This Consent Decree and Final Judgment applies only to the Participating Manufacturers in their corporate capacity acting through their respective successors and assigns, directors, officers, employees, agents, subsidiaries, divisions, or other internal organizational units of any kind or any other entities acting in concert or participation with them. The remedies, penalties and sanctions that may be imposed or assessed in connection with a violation of this Consent Decree and Final Judgment (or any order issued in connection herewith) shall only apply to the Participating Manufacturers, and shall not be imposed or assessed against any employee, officer or director of any Participating Manufacturer, or against any other person or entity as a consequence of such violation, and there shall be no jurisdiction under this Consent Decree and Final Judgment to do so.

B. This Consent Decree and Final Judgment is not intended to and does not vest standing in any third party with respect to the terms hereof. No portion of this Consent Decree and Final Judgment shall provide any rights to, or be enforceable by, any person or entity other than the State of [name of Settling State] or a Released Party. The State of [name of Settling State] may not assign or otherwise convey any right to enforce any provision of this Consent Decree and Final Judgment.

IV. VOLUNTARY ACT OF THE PARTIES

The parties hereto expressly acknowledge and agree that this Consent Decree and Final Judgment is voluntarily entered into as the result of arm's-length negotiation, and all parties herein were represented by counsel in deciding to enter into this Consent Decree and Final Judgment.

V. INJUNCTIVE AND OTHER EQUITABLE RELIEF

Each Participating Manufacturer is permanently enjoined from:

A. Taking any action, directly or indirectly, to target Youth within the State of [name of Settling State] in the advertising, promotion or marketing of Tobacco Products, or taking any action the primary purpose of which is to initiate, maintain or increase the incidence of Youth smoking within the State of [name of Settling State].

B. After 180 days after the MSA Execution Date, using or causing to be used within the State of [name of Settling State] any Cartoon in the advertising, promoting, packaging or labeling of Tobacco Products.

C. After 30 days after the MSA Execution Date, making or causing to be made any payment or other consideration to any other person or entity to use, display, make reference to or use as a prop within the State of [name of Settling State] any Tobacco Product, Tobacco Product package, advertisement for a Tobacco Product, or any other item bearing a Brand Name in any Media; provided, however, that the foregoing prohibition shall not apply to (1) Media where the audience or viewers are within an Adult-Only Facility (provided such Media are not visible to persons outside such Adult-Only Facility); (2) Media not intended for distribution or display to the public; (3) instructional Media concerning non-conventional cigarettes viewed only by or provided only to smokers who are Adults; and (4) actions taken by any Participating Manufacturer in connection with a Brand Name Sponsorship permitted pursuant to subsections III(c)(2)(A) and III(c)(2)(B)(i) of the Agreement, and use of a Brand Name to identify a Brand Name Sponsorship permitted by subsection III(c)(2)(B)(ii).

D. Beginning July 1, 1999, marketing, distributing, offering, selling, licensing or causing to be marketed, distributed, offered, sold, or licensed (including, without limitation, by catalogue or direct mail), within the State of [name of Settling State], any apparel or other merchandise (other than Tobacco Products, items the sole function of which is to advertise Tobacco Products, or written or electronic publications) which bears a Brand Name. Provided, however, that nothing in this section shall (1) require any Participating Manufacturer to breach or terminate any licensing agreement or other contract in existence as of June 20, 1997 (this exception shall not apply beyond the current term of any existing contract, without regard to any renewal or option term that may be exercised by such Participating Manufacturer); (2) prohibit the distribution to any Participating Manufacturer's employee who is not Underage of any item described above that is intended for the personal use of such an employee; (3) require any Participating Manufacturer to retrieve, collect or otherwise recover any item that prior to the MSA Execution Date was marketed, distributed, offered, sold, licensed or caused to be marketed, distributed, offered, sold or licensed by such Participating Manufacturer; (4) apply to coupons or other items used by Adults solely in connection with the purchase of Tobacco Products; (5) apply to apparel or other merchandise used within an Adult-Only Facility that is not distributed (by sale or otherwise) to any member of the general public; or (6) apply to apparel or other merchandise (a) marketed, distributed, offered, sold, or licensed at the site of a Brand Name Sponsorship permitted pursuant to subsection III(c)(2)(A) or III(c)(2)(B)(i) of the Agreement by the person to which the relevant Participating Manufacturer has provided payment in exchange for the use of the relevant Brand Name in the Brand Name Sponsorship or a third-party that does not receive payment from the relevant Participating Manufacturer (or any Affiliate of such Participating Manufacturer) in connection with the marketing, distribution, offer, sale or license of such apparel or other merchandise, or (b) used at the site of a Brand Name Sponsorship permitted pursuant to subsections III(c)(2)(A) or III(c)(2)(B)(i) of the Agreement (during such event) that are not distributed (by sale or otherwise) to any member of the general public.

E. After the MSA Execution Date, distributing or causing to be distributed within the State of [name of Settling State] any free samples of Tobacco Products except in an Adult-Only Facility. For purposes of this Consent Decree and Final Judgment, a "free sample" does not include a Tobacco Product that is provided to an Adult in connection with (1) the purchase, exchange or redemption for proof of purchase of any Tobacco Products (including, but not limited to, a free offer in connection with the purchase of Tobacco Products, such as a "two-for-one" offer), or (2) the conducting of consumer testing or evaluation of Tobacco Products with persons who certify that they are Adults.

F. Using or causing to be used as a brand name of any Tobacco Product pursuant to any agreement requiring the payment of money or other valuable consideration, any nationally recognized or nationally established brand name or trade name of any non-tobacco item or service or any nationally recognized or nationally established sports team, entertainment group or individual celebrity. Provided, however, that the preceding sentence shall not apply to any Tobacco Product brand name in existence as of July 1, 1998. For the purposes of this provision, the term "other valuable consideration" shall not include an agreement between two entities who enter into such agreement for the sole purpose of avoiding infringement claims.

G. After 60 days after the MSA Execution Date and through and including December 31, 2001, manufacturing or causing to be manufactured for sale within the State of [name of Settling State] any pack or other container of Cigarettes containing fewer than 20 Cigarettes (or, in the case of roll-your-own tobacco, any package of roll-your-own tobacco containing less than 0.60 ounces of tobacco); and, after 150 days after the MSA Execution Date and through and including December 31, 2001, selling or distributing within the State of [name of Settling State] any pack or other container of Cigarettes containing fewer than 20 Cigarettes (or, in the case of roll-your-own tobacco, any package of roll-your-own tobacco containing less than 0.60 ounces of tobacco).

H. Entering into any contract, combination or conspiracy with any other Tobacco Product Manufacturer that has the purpose or effect of: (1) limiting competition in the production or distribution of information about health hazards or other consequences of the use of their products; (2) limiting or suppressing research into smoking and health; or (3) limiting or suppressing research into the marketing or development of new products. Provided, however, that nothing in the preceding

sentence shall be deemed to (1) require any Participating Manufacturer to produce, distribute or otherwise disclose any information that is subject to any privilege or protection; (2) preclude any Participating Manufacturer from entering into any joint defense or joint legal interest agreement or arrangement (whether or not in writing), or from asserting any privilege pursuant thereto; or (3) impose any affirmative obligation on any Participating Manufacturer to conduct any research.

1. Making any material misrepresentation of fact regarding the health consequences of using any Tobacco Product, including any tobacco additives, filters, paper or other ingredients. Provided, however, that nothing in the preceding sentence shall limit the exercise of any First Amendment right or the assertion of any defense or position in any judicial, legislative or regulatory forum.

VI. MISCELLANEOUS PROVISIONS

A. Jurisdiction of this case is retained by the Court for the purposes of implementing and enforcing the Agreement and this Consent Decree and Final Judgment and enabling the continuing proceedings contemplated herein. Whenever possible, the State of [name of Settling State] and the Participating Manufacturers shall seek to resolve any issue that may exist as to compliance with this Consent Decree and Final Judgment by discussion among the appropriate designees named pursuant to subsection XVIII(m) of the Agreement. The State of [name of Settling State] and/or any Participating Manufacturer may apply to the Court at any time for further orders and directions as may be necessary or appropriate for the implementation and enforcement of this Consent Decree and Final Judgment. Provided, however, that with regard to subsections V(A) and V(I) of this Consent Decree and Final Judgment, the Attorney General shall issue a cease and desist demand to the Participating Manufacturer that the Attorney General believes is in violation of either of such sections at least ten Business Days before the Attorney General applies to the Court for an order to enforce such subsections, unless the Attorney General reasonably determines that either a compelling time-sensitive public health and safety concern requires more immediate action or the Court has previously issued an Enforcement Order to the Participating Manufacturer in question for the same or a substantially similar action or activity. For any claimed violation of this Consent Decree and Final Judgment, in determining whether to seek an order for monetary, civil contempt or criminal sanctions for any claimed violation, the Attorney General shall give good-faith consideration to whether: (1) the Participating Manufacturer that is claimed to have committed the violation has taken appropriate and reasonable steps to cause the claimed violation to be cured, unless that party has been guilty of a pattern of violations of like nature; and (2) a legitimate, good-faith dispute exists as to the meaning of the terms in question of this Consent Decree and Final Judgment. The Court in any case in its discretion may determine not to enter an order for monetary, civil contempt or criminal sanctions.

B. This Consent Decree and Final Judgment is not intended to be, and shall not in any event be construed as, or deemed to be, an admission or concession or evidence of (1) any liability or wrongdoing whatsoever on the part of any Released Party or that any Released Party has engaged in any of the activities barred by this Consent Decree and Final Judgment; or (2) personal jurisdiction over any person or entity other than the Participating Manufacturers. Each Participating Manufacturer specifically disclaims and denies any liability or wrongdoing whatsoever with respect to the claims and allegations asserted against it in this action, and has stipulated to the entry of this Consent Decree and Final Judgment solely to avoid the further expense, inconvenience, burden and risk of litigation.

C. Except as expressly provided otherwise in the Agreement, this Consent Decree and Final Judgment shall not be modified (by this Court, by any other court or by any other means) unless the party seeking modification demonstrates, by clear and convincing evidence, that it will suffer irreparable harm from new and unforeseen conditions. Provided, however, that the provisions of sections III, V, VI and VII of this Consent Decree and Final Judgment shall in no event be subject to modification without the consent of the State of [name of Settling State] and all affected Participating Manufacturers. In the event that any of the sections of this Consent Decree and Final Judgment enumerated in the preceding sentence are modified by this Court, by any other court or by any other means without the consent of the State of [name of Settling State] and all affected Participating Manufacturers, then this Consent Decree and Final Judgment shall be void and of no further effect. Changes in the economic conditions of the parties shall not be grounds for modification. It is intended that the Participating Manufacturers will comply with this Consent Decree and Final Judgment as originally entered, even if the Participating Manufacturers' obligations hereunder are greater than those imposed under current or future law (unless compliance with this Consent Decree and Final Judgment would violate such law). A change in law that results, directly or indirectly, in more favorable or beneficial treatment of any one or more of the Participating Manufacturers shall not support modification of this Consent Decree and Final Judgment.

D. In any proceeding which results in a finding that a Participating Manufacturer violated this Consent Decree and Final Judgment, the Participating Manufacturer or Participating Manufacturers found to be in violation shall pay the State's costs and attorneys' fees incurred by the State of [name of Settling State] in such proceeding.

E. The remedies in this Consent Decree and Final Judgment are cumulative and in addition to any other remedies the State of [name of Settling State] may have at law or equity, including but not limited to its rights under the Agreement. Nothing herein shall be construed to prevent the State from bringing an action with respect to conduct not released pursuant to the Agreement, even though that conduct may also violate this Consent Decree and Final Judgment. Nothing in this Consent Decree and Final Judgment is intended to create any right for [name of Settling State] to obtain any Cigarette product formula that it would not otherwise have under applicable law.

F. No party shall be considered the drafter of this Consent Decree and Final Judgment for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter. Nothing in this Consent Decree and Final Judgment shall be construed as approval by the State of [name of Settling State] of the Participating Manufacturers' business organizations, operations, acts or practices, and the Participating Manufacturers shall make no representation to the contrary.

G. The settlement negotiations resulting in this Consent Decree and Final Judgment have been undertaken in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Consent Decree and Final Judgment shall be offered or received in evidence in any action or proceeding for any purpose. Neither this Consent Decree and Final Judgment nor any public discussions, public statements or public comments with respect to this Consent Decree and Final Judgment by the State of [name of Settling State] or any Participating Manufacturer or its agents shall be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Consent Decree and Final Judgment.

H. All obligations of the Participating Manufacturers pursuant to this Consent Decree and Final Judgment (including, but not limited to, all payment obligations) are, and shall remain, several and not joint.

I. The provisions of this Consent Decree and Final Judgment are applicable only to actions taken (or omitted to be taken) within the States. Provided, however, that the preceding sentence shall not be construed as extending the territorial scope of any provision of this Consent Decree and Final Judgment whose scope is otherwise limited by the terms thereof.

J. Nothing in subsection V(A) or V(I) of this Consent Decree shall create a right to challenge the continuation, after the MSA Execution Date, of any advertising content, claim or slogan (other than use of a Cartoon) that was not unlawful prior to the MSA Execution Date.

K. If the Agreement terminates in this State for any reason, then this Consent Decree and Final Judgment shall be void and of no further effect.

VII. FINAL DISPOSITION

A. The Agreement, the settlement set forth therein, and the establishment of the escrow provided for therein are hereby approved in all respects, and all claims are hereby dismissed with prejudice as provided therein.

B. The Court finds that the person[s] signing the Agreement have full and complete authority to enter into the binding and fully effective settlement of this action as set forth in the Agreement. The Court further finds that entering into this settlement is in the best interests of the State of [name of Settling State].

LET JUDGMENT BE ENTERED ACCORDINGLY

DATED this ____ day of _____, 1998.

EXHIBIT M LIST OF PARTICIPATING MANUFACTURERS' LAWSUITS AGAINST THE SETTLING STATES

1. Philip Morris, Inc., et al. v. Margery Bronster, Attorney General of the State of Hawaii, In Her Official Capacity, Civ. No. 96-00722HG, United States District Court for the District of Hawaii
2. Philip Morris, Inc., et al. v. Howe Botelho, Attorney General of the State of Alaska, In His Official Capacity, Civ. No. A97-0003CV, United States District Court for the District of Alaska
3. Philip Morris, Inc., et al. v. Scott Harshbarger, Attorney General of the Commonwealth of Massachusetts, In His Official Capacity, Civ. No. 95-12574-GAO, United States District Court for the District of Massachusetts
4. Philip Morris, Inc., et al. v. Richard Blumenthal, Attorney General of the State of Connecticut, In His Official Capacity, Civ. No. 396CV01221 (PCD), United States District Court for the District of Connecticut
5. Philip Morris, et al. v. William H. Sorrell, et al., No. 1:98-ev-132, United States District Court for the District of Vermont

EXHIBIT N
LITIGATING POLITICAL SUBDIVISIONS

1. City of New York, et al. v. The Tobacco Institute, Inc. et al., Supreme Court of the State of New York, County of New York, Index No. 406225/96
2. County of Erie v. The Tobacco Institute, Inc. et al., Supreme Court of the State of New York, County of Erie, Index No. 1 1997/359
3. County of Los Angeles v. R.J. Reynolds Tobacco Co. et al., San Diego Superior Court, No. 707651
4. The People v. Philip Morris, Inc. et al., San Francisco Superior Court, No. 980864
5. County of Cook v. Philip Morris, Inc. et al., Circuit Court of Cook County, Ill., No. 97-L-4550

EXHIBIT O
MODEL STATE FEE PAYMENT AGREEMENT

This STATE Fee Payment Agreement (the "STATE Fee Payment Agreement") is entered into as of _____, _____ between and among the Original Participating Manufacturers and STATE Outside Counsel (as defined herein), to provide for payment of attorneys' fees pursuant to Section XVII of the Master Settlement Agreement (the "Agreement").

WITNESSETH:

WHEREAS, the State of STATE and the Original Participating Manufacturers have entered into the Agreement to settle and resolve with finality all Released Claims against the Released Parties, including the Original Participating Manufacturers, as set forth in the Agreement; and

WHEREAS, Section XVII of the Agreement provides that the Original Participating Manufacturers shall pay reasonable attorneys' fees to those private outside counsel identified in Exhibit S to the Agreement, pursuant to the terms hereof;

NOW, THEREFORE, BE IT KNOWN THAT, in consideration of the mutual agreement of the State of STATE and the Original Participating Manufacturers to the terms of the Agreement and of the mutual agreement of STATE Outside Counsel and the Original Participating Manufacturers to the terms of this STATE Fee Payment Agreement, and such other consideration described herein, the Original Participating Manufacturers and STATE Outside Counsel agree as follows:

SECTION 1. Definitions.

All definitions contained in the Agreement are incorporated by reference herein, except as to terms specifically defined herein.

(a) "*Action*" means the lawsuit identified in Exhibit D, M or N to the Agreement that has been brought by or against the State of STATE (or Litigating Political Subdivision).

(b) "*Allocated Amount*" means the amount of any Applicable Quarterly Payment allocated to any Private Counsel (including STATE Outside Counsel) pursuant to section 17 hereof.

(c) "*Allocable Liquidated Share*" means, in the event that the sum of all Payable Liquidated Fees of Private Counsel as of any date specified in section 8 hereof exceeds the Applicable Liquidation Amount for any payment described therein, a percentage share of the Applicable Liquidation Amount equal to the proportion of (i) the amount of the Payable Liquidated Fee of STATE Outside Counsel to (ii) the sum of Payable Liquidated Fees of all Private Counsel.

(d) "*Applicable Liquidation Amount*" means, for purposes of the payments described in section 8 hereof ---

(i) for the payment described in subsection (a) thereof, \$125 million;

(ii) for the payment described in subsection (b) thereof, the difference between (A) \$250 million and (B) the sum of all amounts paid in satisfaction of all Payable Liquidated Fees of Outside Counsel pursuant to subsection (a) thereof;

(iii) for the payment described in subsection (c) thereof, the difference between (A) \$250 million and (B) the sum of all amounts paid in satisfaction of all Payable Liquidated Fees of Outside Counsel pursuant to subsections (a) and (b) thereof;

(iv) for the payment described in subsection (d) thereof, the difference between (A) \$250 million and (B) the sum of all amounts paid in satisfaction of all Payable Liquidated Fees of Outside Counsel pursuant to subsections (a), (b) and (c) thereof;

(v) for the payment described in subsection (e) thereof, the difference between (A) \$250 million and (B) the sum of all amounts paid in satisfaction of all Payable Liquidated Fees of Outside Counsel pursuant to subsections (a), (b), (c) and (d) thereof;

(vi) for each of the first, second and third quarterly payments for any calendar year described in subsection (f) thereof, \$62.5 million; and

(vii) for each of the fourth calendar quarterly payments for any calendar year described in subsection (f) thereof, the difference between (A) \$250 million and (B) the sum of all amounts paid in satisfaction of all Payable Liquidated Fees of Outside Counsel with respect to the preceding calendar quarters of the calendar year.

(e) "*Application*" means a written application for a Fee Award submitted to the Panel, as well as all supporting materials (which may include video recordings of interviews).

(f) "*Approved Cost Statement*" means both (i) a Cost Statement that has been accepted by the Original Participating Manufacturers; and (ii) in the event that a Cost Statement submitted by STATE Outside Counsel is disputed, the determination by arbitration pursuant to subsection (b) of section 19 hereof as to the amount of the reasonable costs and expenses of STATE Outside Counsel.

(g) "*Cost Statement*" means a signed and attested statement of reasonable costs and expenses of Outside Counsel for any action identified on Exhibit D, M or N to the Agreement that has been brought by or against a Settling State or Litigating Political Subdivision.

(h) "Designated Representative" means the person designated in writing, by each person or entity identified in Exhibit S to the Agreement [by the Attorney General of the State of STATE or as later certified in writing by the governmental prosecuting authority of the Litigating Political Subdivision], to act as their agent in receiving payments from the Original Participating Manufacturers for the benefit of STATE Outside Counsel pursuant to sections 8, 16 and 19 hereof, as applicable.

(i) "Director" means the Director of the Private Adjudication Center of the Duke University School of Law or such other person or entity as may be chosen by agreement of the Original Participating Manufacturers and the Committee described in the second sentence of paragraph (b)(ii) of section 11 hereof.

(j) "Eligible Counsel" means Private Counsel eligible to be allocated a part of a Quarterly Fee Amount pursuant to section 17 hereof.

(k) "Federal Legislation" means federal legislation that imposes an enforceable obligation on Participating Defendants to pay attorneys' fees with respect to Private Counsel.

(l) "Fee Award" means any award of attorneys' fees by the Panel in connection with a Tobacco Case.

(m) "Liquidated Fee" means an attorneys' fee for Outside Counsel for any action identified on Exhibit D, M or N to the Agreement that has been brought by or against a Settling State or Litigating Political Subdivision, in an amount agreed upon by the Original Participating Manufacturers and such Outside Counsel.

(n) "Outside Counsel" means all those Private Counsel identified in Exhibit S to the Agreement.

(o) "Panel" means the three-member arbitration panel described in section 11 hereof.

(p) "Party" means (i) STATE Outside Counsel and (ii) an Original Participating Manufacturer.

(q) "Payable Cost Statement" means the unpaid amount of a Cost Statement as to which all conditions precedent to payment have been satisfied.

(r) "Payable Liquidated Fee" means the unpaid amount of a Liquidated Fee as to which all conditions precedent to payment have been satisfied.

(s) "Previously Settled States" means the States of Mississippi, Florida and Texas.

(t) "Private Counsel" means all private counsel for all plaintiffs in a Tobacco Case (including STATE Outside Counsel).

(u) "Quarterly Fee Amount" means, for purposes of the quarterly payments described in sections 16, 17 and 18 hereof --

(i) for each of the first, second and third calendar quarters of any calendar year beginning with the first calendar quarter of 1999 and ending with the third calendar quarter of 2008, \$125 million;

(ii) for each fourth calendar quarter of any calendar year beginning with the fourth calendar quarter of 1999 and ending with the fourth calendar quarter of 2003, the sum of (A) \$125 million and (B) the difference, if any, between (1) \$375 million and (2) the sum of all amounts paid in satisfaction of all Fee Awards of Private Counsel during such calendar year, if any;

(iii) for each fourth calendar quarter of any calendar year beginning with the fourth calendar quarter of 2004 and ending with the fourth calendar quarter of 2008, the sum of (A) \$125 million; (B) the difference between (1) \$375 million; and (2) the sum of all amounts paid in satisfaction of all Fee Awards of Private Counsel during such calendar year, if any; and (C) the difference, if any, between (1) \$250 million and (2) the product of (a) .2 (two tenths) and (b) the sum of all amounts paid in satisfaction of all Liquidated Fees of Outside Counsel pursuant to section 8 hereof, if any;

(iv) for each of the first, second and third calendar quarters of any calendar year beginning with the first calendar quarter of 2009, \$125 million; and

(v) for each fourth calendar quarter of any calendar year beginning with the fourth calendar quarter of 2009, the sum of (A) \$125 million and (B) the difference, if any, between (1) \$375 million and (2) the sum of all amounts paid in satisfaction of all Fee Awards of Private Counsel during such calendar year, if any.

(v) "Related Persons" means each Original Participating Manufacturer's past, present and future Affiliates, divisions, officers, directors, employees, representatives, insurers, lenders, underwriters, Tobacco-Related Organizations, trade associations, suppliers, agents, auditors, advertising agencies, public relations entities, attorneys, retailers and distributors (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing).

(w) "State of STATE" means the [applicable Settling State or the Litigating Political Subdivision], any of its past, present and future agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and subdivisions.

(x) "STATE Outside Counsel" means all persons or entities identified in Exhibit S to the Agreement by the Attorney General of State of STATE [or as later certified by the office of the governmental prosecuting authority for the Litigating Political Subdivision] as having been retained by and having represented the STATE in connection with the Action, acting collectively by unanimous decision of all such persons or entities.

(y) "Tobacco Case" means any tobacco and health case (other than a non-class action personal injury case brought directly by or on behalf of a single natural person or the survivor of such person or for wrongful death, or any non-class action consolidation of two or more such cases).

(z) "Unpaid Fee" means the unpaid portion of a Fee Award.

SECTION 2. Agreement to Pay Fees.

The Original Participating Manufacturers will pay reasonable attorneys' fees to STATE Outside Counsel for their representation of the State of STATE in connection with the Action, as provided herein and subject to the Code of Professional Responsibility of the American Bar Association. Nothing herein shall be construed to require the Original Participating Manufacturers to pay any attorneys' fees other than (i) a Liquidated Fee or a Fee Award and (ii) a Cost Statement, as provided herein, nor shall anything herein require the Original Participating Manufacturers to pay any Liquidated Fee, Fee Award or Cost Statement in connection with any litigation other than the Action.

SECTION 3. Exclusive Obligation of the Original Participating Manufacturers.

The provisions set forth herein constitute the entire obligation of the Original Participating Manufacturers with respect to payment of attorneys' fees of STATE Outside Counsel (including costs and expenses) in connection with the Action and the exclusive means by which STATE Outside Counsel or any other person or entity may seek payment of fees by the Original Participating Manufacturers or Related Persons in connection with the Action. The Original Participating Manufacturers shall have no obligation pursuant to Section XVII of the Agreement to pay attorneys' fees in connection with the Action to any counsel other than STATE Outside Counsel, and they shall have no other obligation to pay attorneys' fees to or otherwise to compensate STATE Outside Counsel, any other counsel or representative of the State of STATE or the State of STATE itself with respect to attorneys' fees in connection with the Action.

SECTION 4. Release.

(a) Each person or entity identified in Exhibit S to the Agreement by the Attorney General of the State of STATE [or as certified by the office of the governmental prosecuting authority for the Litigating Political Subdivision] hereby irrevocably releases the Original Participating Manufacturers and all Related Persons from any and all claims that such person or entity ever had, now has or hereafter can, shall or may have in any way related to the Action (including but not limited to any negotiations related to the settlement of the Action). Such release shall not be construed as a release of any person or entity as to any of the obligations undertaken herein in connection with a breach thereof.

(b) In the event that STATE Outside Counsel and the Original Participating Manufacturers agree upon a Liquidated Fee pursuant to section 7 hereof, it shall be a precondition to any payment by the Original Participating Manufacturers to the Designated Representative pursuant to section 8 hereof that each person or entity identified in Exhibit S to the Agreement by the Attorney General of the State of STATE [or as certified by the office of the governmental prosecuting authority for the Litigating Political Subdivision] shall have irrevocably released all entities represented by STATE Outside Counsel in the Action, as well as all persons acting by or on behalf of such entities (including the Attorney General [or the office of the governmental prosecuting authority] and each other person or entity identified on Exhibit S to the Agreement by the Attorney General [or the office of the governmental prosecuting authority]) from any and all claims that such person or entity ever had, now has or hereafter can, shall or may have in any way related to the Action (including but not limited to any negotiations related to the settlement of the Action). Such release shall not be construed as a release of any person or entity as to any of the obligations undertaken herein in connection with a breach thereof.

SECTION 5. No Effect on STATE Outside Counsel's Fee Contract.

The rights and obligations, if any, of the respective parties to any contract between the State of STATE and STATE Outside Counsel shall be unaffected by this STATE Fee Payment Agreement except (a) insofar as STATE Outside Counsel grant the release described in subsection (b) of section 4 hereof; and (b) to the extent that STATE Outside Counsel receive any payments in satisfaction of a Fee Award pursuant to section 16 hereof, any amounts so received shall be credited, on a dollar-for-dollar basis, against any amount payable to STATE Outside Counsel by the State of STATE [or the Litigating Political Subdivision] under any such contract.

SECTION 6. Liquidated Fees.

(a) In the event that the Original Participating Manufacturers and STATE Outside Counsel agree upon the amount of a Liquidated Fee, the Original Participating Manufacturers shall pay such Liquidated Fee, pursuant to the terms hereof.

(b) The Original Participating Manufacturers' payment of any Liquidated Fee pursuant to this STATE Fee Payment Agreement shall be subject to (i) satisfaction of the conditions precedent stated in section 4 and paragraph (c)(ii) of section 7 hereof; and (ii) the payment schedule and the annual and quarterly aggregate national caps specified in sections 8 and 9 hereof, which shall apply to all payments made with respect to Liquidated Fees of all Outside Counsel.

SECTION 7. Negotiation of Liquidated Fees.

(a) If STATE Outside Counsel seek to be paid a Liquidated Fee, the Designated Representative shall so notify the Original Participating Manufacturers. The Original Participating Manufacturers may at any time make an offer of a Liquidated Fee to the Designated Representative in an amount set by the unanimous agreement, and at the sole discretion, of the Original Participating Manufacturers and, in any event, shall collectively make such an offer to the Designated Representative no more than 60 Business Days after receipt of notice by the Designated Representative that STATE Outside

Counsel seek to be paid a Liquidated Fee. The Original Participating Manufacturers shall not be obligated to make an offer of a Liquidated Fee in any particular amount. Within ten Business Days after receiving such an offer, STATE Outside Counsel shall either accept the offer, reject the offer or make a counteroffer.

(b) The national aggregate of all Liquidated Fees to be agreed to by the Original Participating Manufacturers in connection with the settlement of those actions indicated on Exhibits D, M and N to the Agreement shall not exceed one billion two hundred fifty million dollars (\$1,250,000,000).

(c) If the Original Participating Manufacturers and STATE Outside Counsel agree in writing upon a Liquidated Fee:

(i) STATE Outside Counsel shall not be eligible for a Fee Award;

(ii) such Liquidated Fee shall not become a Payable Liquidated Fee until such time as (A) State-Specific Finality has occurred in the State of STATE; (B) each person or entity identified in Exhibit S to the Agreement by the Attorney General of the State of STATE (or as certified by the office of the governmental prosecuting authority of the Litigating Political Subdivision) has granted the release described in subsection (b) of section 4 hereof; and (C) notice of the events described in subparagraphs (A) and (B) of this paragraph has been provided to the Original Participating Manufacturers.

(iii) payment of such Liquidated Fee pursuant to sections 8 and 9 hereof (together with payment of costs and expenses pursuant to section 19 hereof), shall be STATE Outside Counsel's total and sole compensation by the Original Participating Manufacturers in connection with the Action.

(d) If the Original Participating Manufacturers and STATE Outside Counsel do not agree in writing upon a Liquidated Fee, STATE Outside Counsel may submit an Application to the Panel for a Fee Award to be paid as provided in sections 16, 17 and 18 hereof.

SECTION 8. *Payment of Liquidated Fee.*

In the event that the Original Participating Manufacturers and STATE Outside Counsel agree in writing upon a Liquidated Fee, and until such time as the Designated Representative has received payments in full satisfaction of such Liquidated Fee —

(a) On February 1, 1999, if the Liquidated Fee of STATE Outside Counsel became a Payable Liquidated Fee before January 15, 1999, each Original Participating Manufacturer shall severally pay to the Designated Representative its Relative Market Share of the lesser of (i) the Payable Liquidated Fee of STATE Outside Counsel, (ii) \$5 million or (iii) in the event that the sum of all Payable Liquidated Fees of all Outside Counsel as of January 15, 1999 exceeds the Applicable Liquidation Amount, the Allocable Liquidated Share of STATE Outside Counsel.

(b) On August 1, 1999, if the Liquidated Fee of STATE Outside Counsel became a Payable Liquidated Fee on or after January 15, 1999 and before July 15, 1999, each Original Participating Manufacturer shall severally pay to the Designated Representative its Relative Market Share of the lesser of (i) the Payable Liquidated Fee of STATE Outside Counsel, (ii) \$5 million or (iii) in the event that the sum of all Payable Liquidated Fees of all Outside Counsel that became Payable Liquidated Fees on or after January 15, 1999 and before July 15, 1999 exceeds the Applicable Liquidation Amount, the Allocable Liquidated Share of STATE Outside Counsel.

(c) On December 15, 1999, if the Liquidated Fee of STATE Outside Counsel became a Payable Liquidated Fee on or after July 15, 1999 and before December 1, 1999, each Original Participating Manufacturer shall severally pay to the Designated Representative its Relative Market Share of the lesser of (i) the Payable Liquidated Fee of STATE Outside Counsel, (ii) \$5 million or (iii) in the event that the sum of all Payable Liquidated Fees of all Outside Counsel that became Payable Liquidated Fees on or after July 15, 1999 and before December 1, 1999 exceeds the Applicable Liquidation Amount, the Allocable Liquidated Share of STATE Outside Counsel.

(d) On December 15, 1999, if the Liquidated Fee of STATE Outside Counsel became a Payable Liquidated Fee before December 1, 1999, each Original Participating Manufacturer shall severally pay to the Designated Representative its Relative Market Share of the lesser of (i) the Payable Liquidated Fee of STATE Outside Counsel, or (ii) \$5 million or (iii) in the event that the sum of all Payable Liquidated Fees of all Outside Counsel that became Payable Liquidated Fees before December 1, 1999 exceeds the Applicable Liquidation Amount, the Allocable Liquidated Share of STATE Outside Counsel.

(e) On December 15, 1999, if the Liquidated Fee of STATE Outside Counsel became a Payable Liquidated Fee before December 1, 1999, each Original Participating Manufacturer shall severally pay to the Designated Representative its Relative Market Share of the lesser of (i) the Payable Liquidated Fee of STATE Outside Counsel or (ii) in the event that the sum of all Payable Liquidated Fees of all Outside Counsel that became Payable Liquidated Fees before December 1, 1999 exceeds the Applicable Liquidation Amount, the Allocable Liquidated Share of STATE Outside Counsel.

(f) On the last day of each calendar quarter, beginning with the first calendar quarter of 2000 and ending with the fourth calendar quarter of 2003, if the Liquidated Fee of STATE Outside Counsel became a Payable Liquidated Fee at least 15 Business Days prior to the last day of each such calendar quarter, each Original Participating Manufacturer shall severally pay to the Designated Representative its Relative Market Share of the lesser of (i) the Payable Liquidated Fee of STATE Outside Counsel or (ii) in the event that the sum of all Payable Liquidated Fees of all Outside Counsel as of the date 15 Business Days prior to the date of the payment in question exceeds the Applicable Liquidation Amount, the Allocable Liquidated Share of STATE Outside Counsel.

SECTION 9. *Limitations on Payments of Liquidated Fees.*

Notwithstanding any other provision hereof, all payments by the Original Participating Manufacturers with respect to Liquidated Fees shall be subject to the following:

(a) Under no circumstances shall the Original Participating Manufacturers be required to make any payment that would result in aggregate national payments of Liquidated Fees:

(i) during 1999, totaling more than \$250 million;

(ii) with respect to any calendar quarter beginning with the first calendar quarter of 2000 and ending with the fourth calendar quarter of 2003, totaling more than \$62.5 million, except to the extent that a payment with respect to any prior calendar quarter of any calendar year did not total \$62.5 million; or

(iii) with respect to any calendar quarter after the fourth calendar quarter of 2003, totaling more than zero.

(b) The Original Participating Manufacturers' obligations with respect to the Liquidated Fee of STATE Outside Counsel, if any, shall be exclusively as provided in this STATE Fee Payment Agreement, and notwithstanding any other provision of law, such Liquidated Fee shall not be entered as or reduced to a judgment against the Original Participating Manufacturers or considered as a basis for requiring a bond or imposing a lien or any other encumbrance.

SECTION 10. *Fee Awards.*

(a) In the event that the Original Participating Manufacturers and STATE Outside Counsel do not agree in writing upon a Liquidated Fee as described in section 7 hereof, the Original Participating Manufacturers shall pay, pursuant to the terms hereof, the Fee Award awarded by the Panel to STATE Outside Counsel.

(b) The Original Participating Manufacturers' payment of any Fee Award pursuant to this STATE Fee Payment Agreement shall be subject to the payment schedule and the annual and quarterly aggregate national caps specified in sections 17 and 18 hereof, which shall apply to:

(i) all payments of Fee Awards in connection with an agreement to pay fees as part of the settlement of any Tobacco Case on terms that provide for payment by the Original Participating Manufacturers or other defendants acting in agreement with the Original Participating Manufacturers (collectively, "Participating Defendants") of fees with respect to any Private Counsel, subject to an annual cap on payment of all such fees; and

(ii) all payments of attorneys' fees (other than fees for attorneys of Participating Defendants) pursuant to Fee Awards for activities in connection with any Tobacco Case resolved by operation of Federal Legislation.

SECTION 11. *Composition of the Panel.*

(a) The first and the second members of the Panel shall both be permanent members of the Panel and, as such, will participate in the determination of all Fee Awards. The third Panel member shall not be a permanent Panel member, but instead shall be a state-specific member selected to determine Fee Awards on behalf of Private Counsel retained in connection with litigation within a single state. Accordingly, the third, state-specific member of the Panel for purposes of determining Fee Awards with respect to litigation in the State of STATE shall not participate in any determination as to any Fee Award with respect to litigation in any other state (unless selected to participate in such determinations by such persons as may be authorized to make such selections under other agreements).

(b) The members of the Panel shall be selected as follows:

(i) The first member shall be the natural person selected by Participating Defendants.

(ii) The second member shall be the person jointly selected by the agreement of Participating Defendants and a majority of the committee described in the fee payment agreements entered in connection with the settlements of the Tobacco Cases brought by the Previously Settled States. In the event that the person so selected is unable or unwilling to continue to serve, a replacement for such member shall be selected by agreement of the Original Participating Manufacturers and a majority of the members of a committee composed of the following members: Joseph F. Rice, Richard F. Struggs, Steven W. Herman, Walter Umphrey, one additional representative, to be selected in the sole discretion of NAAG, and two representatives of Private Counsel in Tobacco Cases, to be selected at the sole discretion of the Original Participating Manufacturers.

(iii) The third, state-specific member for purposes of determining Fee Awards with respect to litigation in the State of STATE shall be a natural person selected by STATE Outside Counsel, who shall notify the Director and the Original Participating Manufacturers of the name of the person selected.

SECTION 12. *Application of STATE Outside Counsel.*

(a) STATE Outside Counsel shall make a collective Application for a single Fee Award, which shall be submitted to the Director. Within five Business Days after receipt of the Application by STATE Outside Counsel, the Director shall serve the Application upon the Original Participating Manufacturers and the STATE. The Original Participating Manufacturers shall submit all materials in response to the Application to the Director by the later of (i) 60 Business Days after service of the Application upon the Original Participating Manufacturers by the Director, (ii) five Business Days after the date of State-Specific Finality in the State of STATE or (iii) five Business Days after the date on which notice of the name of the third, state-specific panel member described in paragraph (b)(iii) of section 11 hereof has been provided to the Director and the Original Participating Manufacturers.

(b) The Original Participating Manufacturers may submit to the Director any materials that they wish and, notwithstanding any restrictions or representations made in any other agreements, the Original Participating Manufacturers shall be in no way constrained from contesting the amount of the Fee Award requested by STATE Outside Counsel. The Director, the Panel, the State of STATE, the Original Participating Manufacturers and STATE Outside Counsel shall preserve the confidentiality of any attorney work-product materials or other similar confidential information that may be submitted.

(c) The Director shall forward the Application of STATE Outside Counsel, as well as all written materials relating to such Application that have been submitted by the Original Participating Manufacturers pursuant to subsection (b) of this section, to the Panel within five Business Days after the later of (i) the expiration of the period for the Original Participating Manufacturers to submit such materials or (ii) the earlier of (A) the date on which the Panel issues a Fee Award with respect to any Application of other Private Counsel previously forwarded to the Panel by the Director or (B) 30 Business Days after the forwarding to the Panel of the Application of other Private Counsel most recently forwarded to the Panel by the Director. The Director shall notify the Parties upon forwarding the Application (and all written materials relating thereto) to the Panel.

(d) In the event that either Party seeks a hearing before the Panel, such Party may submit a request to the Director in writing within five Business Days after the forwarding of the Application of STATE Outside Counsel to the Panel by the Director, and the Director shall promptly forward the request to the Panel. If the Panel grants the request, it shall promptly set a date for hearing, such date to fall within 30 Business Days after the date of the Panel's receipt of the Application.

SECTION 13. *Panel Proceedings.*

The proceedings of the Panel shall be conducted subject to the terms of this Agreement and of the Protocol of Panel Procedures attached as an Appendix hereto.

SECTION 14. *Award of Fees to STATE Outside Counsel.*

The members of the Panel will consider all relevant information submitted to them in reaching a decision as to a Fee Award that fairly provides for full reasonable compensation of STATE Outside Counsel. In considering the amount of the Fee Award, the Panel shall not consider any Liquidated Fee agreed to by any other Outside Counsel, any offer of or negotiations relating to any proposed liquidated fee for STATE Outside Counsel or any Fee Award that already has been or yet may be awarded in connection with any other Tobacco Case. The Panel shall not be limited to an hourly-rate or lodestar analysis in determining the amount of the Fee Award of STATE Outside Counsel, but shall take into account the totality of the circumstances. The Panel's decisions as to the Fee Award of STATE Outside Counsel shall be in writing and shall report the amount of the fee awarded (with or without explanation or opinion, at the Panel's discretion). The Panel shall determine the amount of the Fee Award to be paid to STATE Outside Counsel within the later of 30 calendar days after receiving the Application (and all related materials) from the Director or 15 Business Days after the last date of any hearing held pursuant to subsection (d) of section 12 hereof. The Panel's decision as to the Fee Award of STATE Outside Counsel shall be final, binding and non-appealable.

SECTION 15. *Costs of Arbitration.*

All costs and expenses of the arbitration proceedings held by the Panel, including costs, expenses and compensation of the Director and of the Panel members (but not including any costs, expenses or compensation of counsel making applications to the Panel), shall be borne by the Original Participating Manufacturers in proportion to their Relative Market Shares.

SECTION 16. *Payment of Fee Award of STATE Outside Counsel.*

On or before the tenth Business Day after the last day of each calendar quarter beginning with the first calendar quarter of 1999, each Original Participating Manufacturer shall severally pay to the Designated Representative its Relative Market Share of the Allocated Amount for STATE Outside Counsel for the calendar quarter with respect to which such quarterly payment is being made (the "Applicable Quarter").

SECTION 17. *Allocated Amounts of Fee Awards.*

The Allocated Amount for each Private Counsel with respect to any payment to be made for any particular Applicable Quarter shall be determined as follows:

(a) The Quarterly Fee Amount shall be allocated equally among each of the three months of the Applicable Quarter. The amount for each such month shall be allocated among those Private Counsel retained in connection with Tobacco Cases settled before or during such month (each such Private Counsel being an "Eligible Counsel" with respect to such monthly amount), each of which shall be allocated a portion of each such monthly amount up to (or, in the event that the sum of all Eligible Counsel's respective Unpaid Fees exceeds such monthly amount, in proportion to) the amount of such Eligible Counsel's Unpaid Fees. The monthly amount for each month of the calendar quarter shall be allocated among those Eligible Counsel having Unpaid Fees, without regard to whether there may be Eligible Counsel that have not yet been granted or denied a Fee Award as of the last day of the Applicable Quarter. The allocation of subsequent Quarterly Fee Amounts for the calendar year, if any, shall be adjusted, as necessary, to account for any Eligible Counsel that are granted Fee Awards in a subsequent quarter of such calendar year, as provided in paragraph (b)(ii) of this section.

(b) In the event that the amount for a given month is less than the sum of the Unpaid Fees of all Eligible Counsel:

(i) in the case of the first quarterly allocation for any calendar year, such monthly amount shall be allocated among all Eligible Counsel for such month in proportion to the amounts of their respective Unpaid Fees.

(ii) in the case of a quarterly allocation after the first quarterly allocation, the Quarterly Fee Amount shall be allocated among only those Private Counsel, if any, that were Eligible Counsel with respect to any monthly amount for any prior quarter of the calendar year but were not allocated a proportionate share of such monthly amount (either because such Private Counsel's applications for Fee Awards were still under consideration as of the last day of the calendar quarter containing the month in question or for any other reason), until each such Eligible Counsel has been allocated a proportionate share of all such prior monthly payments for the calendar year (each such share of each such Eligible Counsel being a "Payable Proportionate Share"). In the event that the sum of all Payable Proportionate Shares exceeds the Quarterly Fee Amount, the Quarterly Fee Amount shall be allocated among such Eligible Counsel on a monthly basis in proportion to the amounts of their respective Unpaid Fees (without regard to whether there may be other Eligible Counsel with respect to such prior monthly amounts that have not yet been granted or denied a Fee Award as of the last day of the Applicable Quarter). In the event that the sum of all Payable Proportionate Shares is less than the Quarterly Fee Amount, the amount by which the Quarterly Fee Amount exceeds the sum of all such Payable Proportionate Shares shall be allocated among each month of the calendar quarter, each such monthly amount to be allocated among those Eligible Counsel having Unpaid Fees in proportion to the amounts of their respective Unpaid Fees (without regard to whether there may be Eligible Counsel that have not yet been granted or denied a Fee Award as of the last day of the Applicable Quarter).

(c) Adjustments pursuant to subsection (b)(ii) of this section 17 shall be made separately for each calendar year. No amounts paid in any calendar year shall be subject to refund, nor shall any payment in any given calendar year affect the allocation of payments to be made in any subsequent calendar year.

SECTION 18. *Credits to and Limitations on Payment of Fee Awards.*

Notwithstanding any other provision hereof, all payments by the Original Participating Manufacturers with respect to Fee Awards shall be subject to the following:

(a) Under no circumstances shall the Original Participating Manufacturers be required to make payments that would result in aggregate national payments and credits by Participating Defendants with respect to all Fee Awards of Private Counsel:

(i) during any year beginning with 1999, totaling more than the sum of the Quarterly Fee Amounts for each calendar quarter of the calendar year, excluding certain payments with respect to any Private Counsel for 1998 that are paid in 1999; and

(ii) during any calendar quarter beginning with the first calendar quarter of 1999, totaling more than the Quarterly Fee Amount for such quarter, excluding certain payments with respect to any Private Counsel for 1998 that are paid in 1999.

(b) The Original Participating Manufacturers' obligations with respect to the Fee Award of STATE Outside Counsel, if any, shall be exclusively as provided in this STATE Fee Payment Agreement, and notwithstanding any other provision of law, such Fee Award shall not be entered as or reduced to a judgment against the Original Participating Manufacturers or considered as a basis for requiring a bond or imposing a lien or any other encumbrance.

SECTION 19. *Reimbursement of Outside Counsel's Costs.*

(a) The Original Participating Manufacturers shall reimburse STATE Outside Counsel for reasonable costs and expenses incurred in connection with the Action, provided that such costs and expenses are of the same nature as costs and expenses for which the Original Participating Manufacturers ordinarily reimburse their own counsel or agents. Payment of any Approved Cost Statement pursuant to this STATE Fee Payment Agreement shall be subject to (i) the condition precedent of approval of the Agreement by the Court for the State of STATE and (ii) the payment schedule and the aggregate national caps specified in subsection (c) of this section, which shall apply to all payments made with respect to Cost Statements of all Outside Counsel.

(b) In the event that STATE Outside Counsel seek to be reimbursed for reasonable costs and expenses incurred in connection with the Action, the Designated Representative shall submit a Cost Statement to the Original Participating Manufacturers. Within 30 Business Days after receipt of any such Cost Statement, the Original Participating Manufacturers shall either accept the Cost Statement or dispute the Cost Statement, in which event the Cost Statement shall be subject to a full audit by examiners to be appointed by the Original Participating Manufacturers (in their sole discretion). Any such audit will be completed within 120 Business Days after the date the Cost Statement is received by the Original Participating Manufacturers. Upon completion of such audit, if the Original Participating Manufacturers and STATE Outside Counsel cannot agree as to the appropriate amount of STATE Outside Counsel's reasonable costs and expenses, the Cost Statement and the examiner's audit report shall be submitted to the Director for arbitration before the Panel or, in the event that STATE Outside Counsel and the Original Participating Manufacturers have agreed upon a Liquidated Fee pursuant to section 7 hereof, before a separate three-member panel of independent arbitrators, to be selected in a manner to be agreed to by STATE Outside Counsel and the Original Participating Manufacturers, which shall determine the amount of STATE Outside Counsel's reasonable costs and expenses for the Action. In determining such reasonable costs and expenses, the members of the arbitration panel shall be governed by the Protocol of Panel Procedures attached as an Appendix hereto. The amount of

STATE Outside Counsel's reasonable costs and expenses determined pursuant to arbitration as provided in the preceding sentence shall be final, binding and non-appealable.

(c) Any Approved Cost Statement of STATE Outside Counsel shall not become a Payable Cost Statement until approval of the Agreement by the Court for the State of STATE. Within five Business Days after receipt of notification thereof by the Designated Representative, each Original Participating Manufacturer shall severally pay to the Designated Representative its Relative Market Share of the Payable Cost Statement of STATE Outside Counsel, subject to the following:

(i) All Payable Cost Statements of Outside Counsel shall be paid in the order in which such Payable Cost Statements became Payable Cost Statements.

(ii) Under no circumstances shall the Original Participating Manufacturers be required to make payments that would result in aggregate national payments by Participating Defendants of all Payable Cost Statements of Private Counsel in connection with all of the actions identified in Exhibits D, M and N to the Agreement, totaling more than \$75 million for any given year.

(iii) Any Payable Cost Statement of Outside Counsel not paid during the year in which it became a Payable Cost Statement as a result of paragraph (ii) of this subsection shall become payable in subsequent years, subject to paragraphs (i) and (ii), until paid in full.

(d) The Original Participating Manufacturers' obligations with respect to reasonable costs and expenses incurred by STATE Outside Counsel in connection with the Action shall be exclusively as provided in this STATE Fee Payment Agreement, and notwithstanding any other provision of law, any Approved Cost Statement determined pursuant to subsection (b) of this section (including any Approved Cost Statement determined pursuant to arbitration before the Panel or the separate three-member panel of independent arbitrators described therein) shall not be entered as or reduced to a judgment against the Original Participating Manufacturers or considered as a basis for requiring a bond or imposing a lien or any other incumbrance.

SECTION 20. *Distribution of Payments among STATE Outside Counsel.*

(a) All payments made to the Designated Representative pursuant to this STATE Fee Payment Agreement shall be for the benefit of each person or entity identified in Exhibit S to the Agreement by the Attorney General of the State of STATE [or as certified by the governmental prosecuting authority of the Litigating Political Subdivision], each of which shall receive from the Designated Representative a percentage of each such payment in accordance with the fee sharing agreement, if any, among STATE Outside Counsel (or any written amendment thereto).

(b) The Original Participating Manufacturers shall have no obligation, responsibility or liability with respect to the allocation among those persons or entities identified in Exhibit S to the Agreement by the Attorney General of the State of STATE [or as certified by the governmental prosecuting authority of the Litigating Political Subdivision], or with respect to any claim of misallocation, of any amounts paid to the Designated Representative pursuant to this STATE Fee Payment Agreement.

SECTION 21. *Calculations of Amounts.*

All calculations that may be required hereunder shall be performed by the Original Participating Manufacturers, with notice of the results thereof to be given promptly to the Designated Representative. Any disputes as to the correctness of calculations made by the Original Participating Manufacturers shall be resolved pursuant to the procedures described in Section XI(c) of the Agreement for resolving disputes as to calculations by the Independent Auditor.

SECTION 22. *Payment Responsibility.*

(a) Each Original Participating Manufacturer shall be severally liable for its share of all payments pursuant to this STATE Fee Payment Agreement. Under no circumstances shall any payment due hereunder or any portion thereof become the joint obligation of the Original Participating Manufacturers or the obligation of any person other than the Original Participating Manufacturer from which such payment is originally due, nor shall any Original Participating Manufacturer be required to pay a portion of any such payment greater than its Relative Market Share.

(b) Due to the particular corporate structures of R. J. Reynolds Tobacco Company ("Reynolds") and Brown & Williamson Tobacco Corporation ("Brown & Williamson") with respect to their non-domestic tobacco operations, Reynolds and Brown & Williamson shall each be severally liable for its respective share of each payment due pursuant to this STATE Fee Payment Agreement up to (and its liability hereunder shall not exceed) the full extent of its assets used in, and earnings and revenues derived from, its manufacture and sale in the United States of Tobacco Products intended for domestic consumption, and no recourse shall be had against any of its other assets or earnings to satisfy such obligations.

SECTION 23. *Termination.*

In the event that the Agreement is terminated with respect to the State of STATE pursuant to Section XVIII(u) of the Agreement (or for any other reason) the Designated Representative and each person or entity identified in Exhibit S to the Agreement by the Attorney General of the State of STATE [or as certified by the governmental prosecuting authority of the Litigating Political Subdivision] shall immediately refund to the Original Participating Manufacturers all amounts received under this STATE Fee Payment Agreement.

SECTION 24. *Intended Beneficiaries.*

No provision hereof creates any rights on the part of, or is enforceable by, any person or entity that is not a Party or a person covered by either of the releases described in section 4 hereof, except that sections 5 and 20 hereof create rights on the part of, and shall be enforceable by, the State of STATE. Nor shall any provision hereof bind any non-signatory or determine, limit or prejudice the rights of any such person or entity.

SECTION 25. *Representations of Parties.*

The Parties hereto hereby represent that this STATE Fee Payment Agreement has been duly authorized and, upon execution, will constitute a valid and binding contractual obligation, enforceable in accordance with its terms, of each of the Parties hereto.

SECTION 26. *No Admission.*

This STATE Fee Payment Agreement is not intended to be and shall not in any event be construed as, or deemed to be, an admission or concession or evidence of any liability or wrongdoing whatsoever on the part of any signatory hereto or any person covered by either of the releases provided under section 4 hereof. The Original Participating Manufacturers specifically disclaim and deny any liability or wrongdoing whatsoever with respect to the claims released under section 4 hereof and enter into this STATE Fee Payment Agreement for the sole purposes of memorializing the Original Participating Manufacturers' rights and obligations with respect to payment of attorneys' fees pursuant to the Agreement and avoiding the further expense, inconvenience, burden and uncertainty of potential litigation.

SECTION 27. *Non-admissibility.*

This STATE Fee Payment Agreement having been undertaken by the Parties hereto in good faith and for settlement purposes only, neither this STATE Fee Payment Agreement nor any evidence of negotiations relating hereto shall be offered or received in evidence in any action or proceeding other than an action or proceeding arising under this STATE Fee Payment Agreement.

SECTION 28. *Amendment and Waiver.*

This STATE Fee Payment Agreement may be amended only by a written instrument executed by the Parties. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party. The waiver by any Party of any breach hereof shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this STATE Fee Payment Agreement.

SECTION 29. *Notices.*

All notices or other communications to any party hereto shall be in writing (including but not limited to telex, facsimile or similar writing) and shall be given to the notice parties listed on Schedule A hereto at the addresses therein indicated. Any Party hereto may change the name and address of the person designated to receive notice on behalf of such Party by notice given as provided in this section including an updated list conformed to Schedule A hereto.

SECTION 30. *Governing Law.*

This STATE Fee Payment Agreement shall be governed by the laws of the State of STATE without regard to the conflict of law rules of such State.

SECTION 31. *Construction.*

None of the Parties hereto shall be considered to be the drafter hereof or of any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

SECTION 32. *Captions.*

The captions of the sections hereof are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.

SECTION 33. *Execution of STATE Fee Payment Agreement.*

This STATE Fee Payment Agreement may be executed in counterparts. Facsimile or photocopied signatures shall be considered valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this STATE Fee Payment Agreement.

SECTION 34. *Entire Agreement of Parties.*

This STATE Fee Payment Agreement contains an entire, complete and integrated statement of each and every term and provision agreed to by and among the Parties with respect to payment of attorneys' fees by the Original Participating Manufacturers in connection with the Action and is not subject to any condition or covenant, express or implied, not provided for herein.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have agreed to this STATE Fee Payment Agreement as of this ___th day of _____, 1998.

[SIGNATURE BLOCK]

[Intentionally Omitted]

APPENDIX
TO MODEL FEE PAYMENT AGREEMENT
PROTOCOL OF PANEL PROCEEDINGS

This Protocol of procedures has been agreed to between the respective parties to the STATE Fee Payment Agreement, and shall govern the arbitration proceedings provided for therein.

SECTION 1. Definitions.

All definitions contained in the STATE Fee Payment Agreement are incorporated by reference herein.

SECTION 2. Chairman.

The person selected to serve as the permanent, neutral member of the Panel as described in paragraph (b)(ii) of section 11 of the STATE Fee Payment Agreement shall serve as the Chairman of the Panel.

SECTION 3. Arbitration Pursuant to Agreement.

The members of the Panel shall determine those matters committed to the decision of the Panel under the STATE Fee Payment Agreement, which shall govern as to all matters discussed therein.

SECTION 4. ABA Code of Ethics.

Each of the members of the Panel shall be governed by the *Code of Ethics for Arbitrators in Commercial Disputes* prepared by the American Arbitration Association and the American Bar Association (the "*Code of Ethics*") in conducting the arbitration proceedings pursuant to the STATE Fee Payment Agreement, subject to the terms of the STATE Fee Payment Agreement and this Protocol. Each of the party-appointed members of the Panel shall be governed by Canon VII of the *Code of Ethics*. No person may engage in any *ex parte* communications with the permanent, neutral member of the Panel selected pursuant to paragraph (b)(ii) of section 11, in keeping with Canons I, II and III of the *Code of Ethics*.

SECTION 5. Additional Rules and Procedures.

The Panel may adopt such rules and procedures as it deems necessary and appropriate for the discharge of its duties under the STATE Fee Payment Agreement and this Protocol, subject to the terms of the STATE Fee Payment Agreement and this Protocol.

SECTION 6. Majority Rule.

In the event that the members of the Panel are not unanimous in their views as to any matter to be determined by them pursuant to the STATE Fee Payment Agreement or this Protocol, the determination shall be decided by a vote of a majority of the three members of the Panel.

SECTION 7. Application for Fee Award and Other Materials.

(a) The Application of STATE Outside Counsel and any materials submitted to the Director relating thereto (collectively, "submissions") shall be forwarded by the Director to each of the members of the Panel in the manner and on the dates specified in the STATE Fee Payment Agreement.

(b) All materials submitted to the Director by either Party (or any other person) shall be served upon all Parties. All submissions required to be served on any Party shall be deemed to have been served as of the date on which such materials have been sent by either (i) hand delivery or (ii) facsimile and overnight courier for priority next-day delivery.

(c) To the extent that the Panel believes that information not submitted to the Panel may be relevant for purposes of determining those matters committed to the decision of the Panel under the terms of the STATE Fee Payment Agreement, the Panel shall request such information from the Parties.

SECTION 8. Hearing.

Any hearing held pursuant to section 12 of the STATE Fee Payment Agreement shall not take place other than in the presence of all three members of the Panel upon notice and an opportunity for the respective representatives of the Parties to attend.

SECTION 9. Miscellaneous.

(a) Each member of the Panel shall be compensated for his services by the Original Participating Manufacturers on a basis to be agreed to between such member and the Original Participating Manufacturers.

(b) The members of the Panel shall refer all media inquiries regarding the arbitration proceeding to the respective Parties to the STATE Fee Payment Agreement and shall refrain from any comment as to the arbitration proceedings to be conducted pursuant to the STATE Fee Payment Agreement during the pendency of such arbitration proceedings, in keeping with Canon IV(B) of the *Code of Ethics*.

EXHIBIT Q
1996 AND 1997 DATA

(1) 1996 Operating Income

<u>Original Participating Manufacturer</u>	<u>Operating Income</u>
Brown & Williamson Tobacco Corp.	\$801,640,000
Lorillard Tobacco Co.	\$719,100,000
Philip Morris Inc.	\$4,206,600,000
R.J. Reynolds Tobacco Co.	\$1,468,000,000
Total (Base Operating Income)	\$7,195,340,000

(2) 1997 volume (as measured by shipments of Cigarettes)

<u>Original Participating Manufacturer</u>	<u>Number of Cigarettes</u>
Brown & Williamson Tobacco Corp.*	78,911,000,000
Lorillard Tobacco Co.	42,288,000,000
Philip Morris Inc.	236,203,000,000
R.J. Reynolds Tobacco Co.	118,254,000,000
Total (Base Volume)	475,656,000,000

(3) 1997 volume (as measured by excise taxes)

<u>Original Participating Manufacturer</u>	<u>Number of Cigarettes</u>
Brown & Williamson Tobacco Corp.*	78,758,000,000
Lorillard Tobacco Co.	42,315,000,000
Philip Morris Inc.	236,326,000,000
R.J. Reynolds Tobacco Co.	119,099,000,000

* The volume includes 2,847,595 pounds of "roll your own" tobacco converted into the number of Cigarettes using 0.0325 ounces per Cigarette conversion factor.

EXHIBIT R
EXCLUSION OF CERTAIN BRAND NAMES

Brown & Williamson Tobacco Corporation

GPC
State Express 555
Riviera

Philip Morris Incorporated

Players
B&H

Belmont
Mark Ten
Viscount
Accord

L&M
Lark

Rothman's
Best Buy

Bronson
F&L

Genex
GPA

Gridlock
Money

No Frills
Generals

Premium Buy
Shenandoah

Top Choice

Lorillard Tobacco Company

None

R.J. Reynolds Tobacco Company

Best Choice

Cardinal

Director's Choice

Jacks

Rainbow

Scotch Buy

Slim Price

Smoker Friendly

Valu Time

Worth

EXHIBIT S
DESIGNATION OF OUTSIDE COUNSEL

[Intentionally Omitted]

EXHIBIT T
MODEL STATUTE

Section __. Findings and Purpose.¹

(a) Cigarette smoking presents serious public health concerns to the State and to the citizens of the State. The Surgeon General has determined that smoking causes lung cancer, heart disease and other serious diseases, and that there are hundreds of thousands of tobacco-related deaths in the United States each year. These diseases most often do not appear until many years after the person in question begins smoking.

(b) Cigarette smoking also presents serious financial concerns for the State. Under certain health-care programs, the State may have a legal obligation to provide medical assistance to eligible persons for health conditions associated with cigarette smoking, and those persons may have a legal entitlement to receive such medical assistance.

(c) Under these programs, the State pays millions of dollars each year to provide medical assistance for these persons for health conditions associated with cigarette smoking.

(d) It is the policy of the State that financial burdens imposed on the State by cigarette smoking be borne by tobacco product manufacturers rather than by the State to the extent that such manufacturers either determine to enter into a settlement with the State or are found culpable by the courts.

(e) On _____, 1998, leading United States tobacco product manufacturers entered into a settlement agreement, entitled the "Master Settlement Agreement," with the State. The Master Settlement Agreement obligates these manufacturers, in return for a release of past, present and certain future claims against them as described therein, to pay substantial sums to the State (tied in part to their volume of sales); to fund a national foundation devoted to the interests of public health; and to make substantial changes in their advertising and marketing practices and corporate culture, with the intention of reducing underage smoking.

(f) It would be contrary to the policy of the State if tobacco product manufacturers who determine not to enter into such a settlement could use a resulting cost advantage to derive large, short-term profits in the years before liability may arise without ensuring that the State will have an eventual source of recovery from them if they are proven to have acted culpably. It is thus in the interest of the State to require that such manufacturers establish a reserve fund to guarantee a source of compensation and to prevent such manufacturers from deriving large, short-term profits and then becoming judgment-proof before liability may arise.

Section __. Definitions.

(a) "Adjusted for inflation" means increased in accordance with the formula for inflation adjustment set forth in Exhibit C to the Master Settlement Agreement.

(b) "Affiliate" means 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 purposes of this definition, the terms "owns," "is owned" and "ownership" mean ownership of an equity interest, or the equivalent thereof, of ten percent or more, and the term "person" means an individual, partnership, committee, association, corporation or any other organization or group of persons.

(c) "Allocable share" means Allocable Share as that term is defined in the Master Settlement Agreement.

(d) "Cigarette" means any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use, and consists of or contains (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; or (2) tobacco, in any form, that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette; or (3) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in clause (1) of this definition. The term "cigarette" includes "roll-your-own" (i.e., any tobacco which, because of its appearance, type, packaging, or labeling is suitable for use and likely to be offered to, or purchased by, consumers as tobacco for making cigarettes). For purposes of this definition of "cigarette," 0.09 ounces of "roll-your-own" tobacco shall constitute one individual "cigarette."

(e) "Master Settlement Agreement" means the settlement agreement (and related documents) entered into on _____, 1998 by the State and leading United States tobacco product manufacturers.

(f) "Qualified escrow fund" means an escrow arrangement with a federally or State chartered financial institution having no affiliation with any tobacco product manufacturer and having assets of at least \$1,000,000,000 where such arrangement requires that such financial institution hold the escrowed funds' principal for the benefit of releasing parties and prohibits the tobacco product manufacturer placing the funds into escrow from using, accessing or directing the use of the funds' principal except as consistent with section ____(b)-(c) of this Act.

(g) "Released claims" means Released Claims as that term is defined in the Master Settlement Agreement.

(h) "Releasing parties" means Releasing Parties as that term is defined in the Master Settlement Agreement.

¹ [A State may elect to delete the "findings and purposes" section in its entirety. Other changes or substitutions with respect to the "findings and purposes" section (except for particularized state procedural or technical requirements) will mean that the statute will no longer conform to this model.]

(i) "Tobacco Product Manufacturer" means an entity that after the date of enactment of this Act directly (and not exclusively through any affiliate):

(1) manufactures cigarettes anywhere that such manufacturer intends to be sold in the United States, including cigarettes intended to be sold in the United States through an importer (except where such importer is an original participating manufacturer (as that term is defined in the Master Settlement Agreement) that will be responsible for the payments under the Master Settlement Agreement with respect to such cigarettes as a result of the provisions of subsections H(m) of the Master Settlement Agreement and that pays the taxes specified in subsection H(z) of the Master Settlement Agreement, and provided that the manufacturer of such cigarettes does not market or advertise such cigarettes in the United States);

(2) is the first purchaser anywhere for resale in the United States of cigarettes manufactured anywhere that the manufacturer does not intend to be sold in the United States; or

(3) becomes a successor of an entity described in paragraph (1) or (2).

The term "Tobacco Product Manufacturer" shall not include an affiliate of a tobacco product manufacturer unless such affiliate itself falls within any of (1) - (3) above.

(j) "Units sold" means the number of individual cigarettes sold in the State by the applicable tobacco product manufacturer (whether directly or through a distributor, retailer or similar intermediary or intermediaries) during the year in question, as measured by excise taxes collected by the State on packs (or "roll-your-own" tobacco containers) bearing the excise tax stamp of the State. The [fill in name of responsible state agency] shall promulgate such regulations as are necessary to ascertain the amount of State excise tax paid on the cigarettes of such tobacco product manufacturer for each year.

Section __. Requirements.

Any tobacco product manufacturer selling cigarettes to consumers within the State (whether directly or through a distributor, retailer or similar intermediary or intermediaries) after the date of enactment of this Act shall do one of the following:

(a) become a participating manufacturer (as that term is defined in section H(j)) of the Master Settlement Agreement and generally perform its financial obligations under the Master Settlement Agreement; or

(b) (1) place into a qualified escrow fund by April 15 of the year following the year in question the following amounts (as such amounts are adjusted for inflation) --

1999: \$0.094241 per unit sold after the date of enactment of this Act;²

2000: \$0.104712 per unit sold after the date of enactment of this Act;³

for each of 2001 and 2002: \$0.136125 per unit sold after the date of enactment of this Act;

for each of 2003 through 2006: \$0.167539 per unit sold after the date of enactment of this Act;

for each of 2007 and each year thereafter: \$0.188482 per unit sold after the date of enactment of this Act.

(2) A tobacco product manufacturer that places funds into escrow pursuant to paragraph (1) shall receive the interest or other appreciation on such funds as earned. Such funds themselves shall be released from escrow only under the following circumstances --

(A) to pay a judgment or settlement on any released claim brought against such tobacco product manufacturer by the State or any releasing party located or residing in the State. Funds shall be released from escrow under this subparagraph (i) in the order in which they were placed into escrow and (ii) only to the extent and at the time necessary to make payments required under such judgment or settlement;

(B) to the extent that a tobacco product manufacturer establishes that the amount it was required to place into escrow in a particular year was greater than the State's allocable share of the total payments that such manufacturer would have been required to make in that year under the Master Settlement Agreement (as determined pursuant to section IX(i)(2) of the Master Settlement Agreement, and before any of the adjustments or offsets described in section IX(i)(3) of that Agreement other than the Inflation Adjustment) had it been a participating manufacturer, the excess shall be released from escrow and revert back to such tobacco product manufacturer; or

(C) to the extent not released from escrow under subparagraphs (A) or (B), funds shall be released from escrow and revert back to such tobacco product manufacturer twenty-five years after the date on which they were placed into escrow.

(3) Each tobacco product manufacturer that elects to place funds into escrow pursuant to this subsection shall annually certify to the Attorney General [or other State official] that it is in compliance with this subsection. The Attorney General [or other State official] may bring a civil action on behalf of the State against any tobacco product

manufacturer that fails to place into escrow the funds required under this section. Any tobacco product manufacturer that fails in any year to place into escrow the funds required under this section shall --

(A) be required within 15 days to place such funds into escrow as shall bring it into compliance with this section. The court, upon a finding of a violation of this subsection, may impose a civil penalty [to be paid to the general fund of the state] in an amount not to exceed 5 percent of the amount improperly withheld from escrow per day of the violation and in a total amount not to exceed 100 percent of the original amount improperly withheld from escrow;

(B) in the case of a knowing violation, be required within 15 days to place such funds into escrow as shall bring it into compliance with this section. The court, upon a finding of a knowing violation of this subsection, may impose a civil penalty [to be paid to the general fund of the state] in an amount not to exceed 15 percent of the amount improperly withheld from escrow per day of the violation and in a total amount not to exceed 300 percent of the original amount improperly withheld from escrow; and

(C) in the case of a second knowing violation, be prohibited from selling cigarettes to consumers within the State (whether directly or through a distributor, retailer or similar intermediary) for a period not to exceed 2 years.

Each failure to make an annual deposit required under this section shall constitute a separate violation.⁴

⁴ [A State may elect to include a requirement that the violator also pay the State's costs and attorney's fees incurred during a successful prosecution under this paragraph (3).]

² [All per unit numbers subject to verification]

³ [The phrase "after the date of enactment of this Act" would need to be included only in the calendar year in which the Act is enacted.]

EXHIBIT U
STRATEGIC CONTRIBUTION FUND PROTOCOL

The payments made by the Participating Manufacturers pursuant to section IX(c)(2) of the Agreement ("Strategic Contribution Fund") shall be allocated among the Settling States pursuant to the process set forth in this Exhibit U.

Section 1

A panel committee of three former Attorneys General or former Article III judges ("Allocation Committee") shall be established to determine allocations of the Strategic Contribution Fund, using the process described herein. Two of the three members of the Allocation Committee shall be selected by the NAAG executive committee. Those two members shall choose the third Allocation Committee member. The Allocation Committee shall be geographically and politically diverse.

Section 2

Within 60 days after the MSA Execution Date, each Settling State will submit an itemized request for funds from the Strategic Contribution Fund, based on the criteria set forth in Section 4 of this Exhibit U.

Section 3

The Allocation Committee will determine the appropriate allocation for each Settling State based on the criteria set forth in Section 4 below. The Allocation Committee shall make its determination based upon written documentation.

Section 4

The criteria to be considered by the Allocation Committee in its allocation decision include each Settling State's contribution to the litigation or resolution of state tobacco litigation, including, but not limited to, litigation and/or settlement with tobacco product manufacturers, including Liggett and Myers and its affiliated entities.

Section 5

Within 45 days after receiving the itemized requests for funds from the Settling States, the Allocation Committee will prepare a preliminary decision allocating the Strategic Contribution Fund payments among the Settling States who submitted itemized requests for funds. All Allocation Committee decisions must be by majority vote. Each Settling State will have 30 days to submit comments on or objections to the draft decision. The Allocation Committee will issue a final decision allocating the Strategic Contribution Fund payments within 45 days.

Section 6

The decision of the Allocation Committee shall be final and non-appealable.

Section 7

The expenses of the Allocation Committee, in an amount not to exceed \$100,000, will be paid from disbursements from the Subsection VIII(c) Account.

APPENDIX D

**MOU, ARIMOU, CONSENT DECREE
AND CALIFORNIA ESCROW AGREEMENT**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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TOBACCO CASES.)
Including Actions:)
Cordova vs. Liggett Group, Inc.) San Diego Superior Court
No. 651824)
Ellis vs. R.J. Reynolds Tobacco Co.) San Diego Superior Court
No. 706458)
County of Los Angeles vs. R.J.) San Diego Superior Court
Reynolds Tobacco Co.) No. 707651)
The People vs. Philip Morris, Inc.) San Francisco Superior
Court No. 980864)
The People ex rel. Lungren vs.)
Philip Morris, Inc.) Sacramento Superior Court
No. 97AS 03031)
_____)

MEMORANDUM OF UNDERSTANDING

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1 This Memorandum of Understanding ("MOU") is entered into by
2 and among counsel representing plaintiffs The People of the State
3 of California, the City and County of San Francisco, the City of
4 Los Angeles and the City of San Jose, and the Counties of Alameda,
5 Contra Costa, Marin, Riverside, Sacramento, San Bernardino, San
6 Diego, San Mateo, Santa Barbara, Santa Clara, San Luis Obispo,
7 Shasta, Monterey, Santa Cruz and Ventura; the American Cancer
8 Society, California Division; the American Heart Association,
9 California Affiliates; the California Medical Association; the
10 California District of the American Academy of Pediatrics; Julia L.
11 Cordova; the County of Los Angeles and Zev Yaroslavsky; and James
12 Ellis and Gray Davis, in their coordinated action against the
13 tobacco industry.

14 WHEREAS the following actions were brought:

15 1. Cordova v. Liggett Group, Inc., San Diego Super. Ct. No.
16 651824 (filed May 12, 1992).

17 Plaintiff: Julia L. Corodva, a private individual suing
18 on behalf of the general public. Cordova, Second Amended
19 Complaint, ¶6.

20 Plaintiff's Counsel: Milberg Weiss Bershad Hynes &
21 Lerach LLP, in association with three other law firms. Id. at 1.

22 Defendants: Philip Morris, Reynolds, Brown &Williamson,
23 Lorillard, TI, CTR, United States Tobacco Company, Hill & Knowlton,
24 Inc., Liggett Group, Inc. Id.

25 Factual Allegations: Defendants engaged in a decades-
26 long conspiracy to deceive the public about the health risks of
27 smoking and the "addictive" nature of nicotine, and suppressed the
28 development of "safer" cigarettes. Id. ¶¶20-74.

Causes of Action: The complaint consists of two causes of action for violations of California's Unfair Competition Act codified at Bus. & Prof. Code §§17200 et seq. ("UCA"). Id. ¶¶75-85.

Relief Requested: Disgorgement of "hundreds of millions of dollars" in "ill-gotten gains"; prohibitory and mandatory injunctive relief. Id. ¶¶79, 80(c)-(d), 83, 85(c)-(d); id. at 47.

Judge: The Honorable Robert E. May.

State of Pleadings: Settled.

Trial Date: February 5, 1999. Order Setting Trial; at 2 (San Diego Super. Ct. Aug. 8, 1997).

2. Ellis v. R.J. Reynolds Tobacco Co., San Diego Super. Ct. No. 706458 (filed July 24, 1996; refiled after voluntary dismissal, on Dec. 17, 1996).

Plaintiffs: James Ellis and Gray Davis, suing as private individuals on behalf of the general public. Ellis, Third Amended Complaint, ¶4.

Plaintiffs' Counsel: Robinson, Calcagnie & Robinson in association with a number of other firms. Id. at 1.

Defendants: Philip Morris, Reynolds, Brown & Williamson, Lorillard, TI, CTR, B.A.T. Industries p.l.c., British American Tobacco Company, Ltd., Batus Holdings, Inc., Batus, Inc., Liggett & Myers. Id.

Factual Allegations: Defendants engaged in a decades-long conspiracy to deceive the public about the health risks of smoking and the "addictive" nature of nicotine (id. ¶¶1, 23-60), suppressed the development of "safer" cigarettes (id. ¶¶154-79).

1 wrongfully manipulated nicotine levels in cigarettes (id. ¶1), and
2 intentionally marketed their products to minors (id. ¶¶209-44).

Causes of Action: The complaint consists of two causes
of action for violations of the UCA. Id. ¶¶253-64.

Relief Requested: Disgorgement of "hundreds of million:
of dollars" in "ill-gotten gains" (id. ¶¶256-57, 263-64)
prohibitory injunctive relief (id. at 81-82); and mandatory
injunctive relief requiring (1) disclosure of all research relating
to smoking, health, and addiction, (2) funding of smoking-cessation
programs, and (3) disclosure of nicotine yields of all products
(id. at 82).

Judge: The Honorable Robert E. May.

State of Pleadings: Settled.

Trial Date: February 5, 1999. Order Setting Trial, at
2 (San Diego Super. Ct. Aug. 8, 1997).

3. County of Los Angeles v. R.J. Reynolds Tobacco Co., San
Diego Super. Ct. No. 707651 (filed Aug. 5, 1996).

Plaintiffs: Los Angeles County Supervisor Zev
Yaroslavsky, on behalf of the general public, and the County of Los
Angeles. County of Los Angeles, Fifth Amended Complaint, ¶3.

Plaintiffs' Counsel: Robinson, Calcagnie & Robinson, in
association with a number of other firms. Id. at 1.

Defendants: Philip Morris, Reynolds, Brown & Williamson,
Lorillard, TI, CTR, B.A.T. Industries p.l.c., British American
Tobacco Company, Ltd., Liggett & Myers, Inc. Id.

Factual Allegations: Defendants engaged in a decades-
long conspiracy to deceive the public about the health risks of
smoking and the "addictive" nature of nicotine (id. ¶¶1, 23-59).

3 suppressed the development of "safer" cigarettes (id. ¶¶153-78),
4 wrongfully manipulated nicotine levels in cigarettes (id. ¶¶198-
5 206), and intentionally marketed their products to minor (id.
6 ¶¶208-43).

7 Causes of Action: The complaint consists of two causes
8 of action for violations of the UCA (id. ¶¶257-63), one cause of
9 action for violations of the False Advertising Law codified at Bus
10 & Prof. Code §§17500 et seq. ("FAL") (id. ¶¶264-68), and claims for
11 negligence, strict liability, fraud, and breach of warranty (id.
12 ¶¶269-302).

13 Relief Requested: The UCA and FAL causes of action seek
14 disgorgement of "hundreds of millions of dollars" in "ill-gotter
15 gains" (id. ¶¶255-56, 263, 268), prohibitory injunctive relief (id.
16 at 94), and mandatory injunctive relief requiring (1) disclosure of
17 all research relating to smoking, health and addiction, (2) funding
18 of smoking-cessation programs, (3) disclosure of nicotine yields of
19 all products, and (4) cessation of advertising campaigns allegedly
20 targeting minors (id. at 94-95). The causes of action for negli-
21 gence, strict liability, breach of warranty, and fraud seek money
22 damages in the amount of the County's health-care expenditures for
23 alleged smoking-related illnesses. Id. at 96.

24 Judge: The Honorable Robert E. May.

25 State of Pleadings: Settled as to UCA and FAL.

26 Trial Date: February 5, 1999 (as to the UCA and FAL
27 claims) The causes of action seeking to recoup health-care
28 expenditures are scheduled to be tried at some date after February
5, 1999

4. People v. Philip Morris, Inc., San Francisco Super. Ct. No. 980864 (filed Sept. 5, 1996).

Plaintiffs: The City and County of San Francisco, seventeen other cities and counties on behalf of the People of the State of California and four medical organizations. People, Second Amended Complaint, ¶¶6-10.

Plaintiffs' Counsel: Louise Renne, the City Attorney for the City and County of San Francisco, Lieff, Cabraser, Heimann; Bernstein, LLP and Milberg Weiss Bershad Hynes & Lerach LLP.

Defendants: Philip Morris, Reynolds, Brown & Williamson, Lorillard, T1, CTR. People, Second Amended Complaint, at 1.

Factual Allegations: Defendants engaged in a decades-long conspiracy to deceive the public about the health risks of smoking and the "addictive" nature of nicotine (id. ¶¶1-3, 130-71), suppressed the development of "safer" cigarettes (id. ¶¶2, 72-93), wrongfully manipulated nicotine levels in cigarettes (id. ¶¶1, 98-101), and intentionally marketed their products to minors (id. ¶¶1, 104-37).

Causes of Action: The complaint consists of three causes of action for violations of the UCA and one cause of action for violation of the FAL. Id. ¶¶141-64.

Relief Requested: Disgorgement of "all profits" acquired by means of the alleged conduct (id. at 46); civil penalties (id.); prohibitory injunctive relief (id. at 45); and mandatory injunctive relief requiring (1) disclosure of all research relating to smoking, health, and addiction; (2) funding of smoking-cessation programs; (3) disclosure of nicotine yields of all products; (4) cessation of advertising campaigns allegedly targeting minors;

and (5) the funding of a "corrective public education campaign" (id. at 46).

Judge: The Honorable Paul H. Alvarado.

State of Pleadings: Settled

Trial Date: March 1, 1999. Minute Order ¶1 (San Francisco Super. Ct. Apr. 28, 1997).

5. People ex rel. Lungren v. Philip Morris, Inc. (the "AG case"), Sacramento Super. Ct. No. 97 AS 03031 (filed June 12, 1997)

Plaintiffs The People of the State of California ex rel. Daniel E. Lungren, Attorney General of the State of California and S. Kimberly Belshe, Director of Health Services of the State of California. AG, First Amended Complaint, ¶¶1-2.

Plaintiffs' Counsel: The Attorney General of the State of California. Id. at 1.

Defendants: Philip Morris, Reynolds, Brown & Williamson, Lorillard, CTR, TI, B.A.T. Industries p.l.c., United States Tobacco Company, Smokeless Tobacco Council, Inc., British American Tobacco Company, Hill & Knowlton, Inc. Id.

Factual Allegations: Defendants engaged in a decades-long conspiracy to deceive the public about the health risks of smoking and the "addictive" nature of nicotine (id. ¶¶26-48), suppressed the development of "safer" cigarettes (id. ¶¶36-43), wrongfully manipulated nicotine levels in cigarettes (id. ¶¶47, 59, 60, 69), intentionally marketed their products to minors (id. ¶¶48-54), and knowingly making false claims or statements to avoid fines and penalties for violations of statutes. (Id. ¶¶26-54)

1 Causes of Action: The complaint consists of one cause of
2 action for violations of the UCA (id. ¶¶82-82), one cause of action
3 for recovery of Medi-Cal costs (id. ¶¶56-69), and one cause of
4 action for violation of the Cartwright Act (id. ¶¶70-74) and one
5 cause of action for violations of the False Claims Act. (Id. ¶¶75-
6 80).

7 Relief Requested: Prohibitory injunctive relief (id. at
8 23-24); civil fines and penalties under the UCA and the California
9 False Claims Act (Cal. Gov't Code §§12650-12655) (id. at 24); and
10 damages equivalent to the State's Medi-Cal expenditures for alleged
11 smoking-related illnesses for the last three years (id. at 23).

12 Judge: The Honorable John R. Lewis (for law and motion
13 matters)

14 State of Pleadings: As to UCA and predicate antitrust
15 claims settled.

16 Trial Date: The court has not set a trial date.
17 However, the court has ordered that the case be disposed of by
18 August 31, 2000.

19 WHEREAS, provided trial of the cases is not materially
20 delayed, the parties agree that the cases should be coordinated and
21 consolidated for a single trial of all of the UCA and FAL claims
22 because coordination and consolidation will promote the ends of
23 justice.

24 WHEREAS, the undersigned parties acknowledge the coordination
25 of civil actions sharing a common question of fact or law is
26 appropriate where "one judge hearing all of the actions for all
27 purposes will promote the ends of justice." Cal. Civ. Proc.
28 Code §404.1. The determination of whether coordination will

1 "promote the ends of justice," involves the consideration of the
2 following factors set forth in Code of Civil Procedure §404.1,
3 these factors are: (1) "whether the common question of fact or law
4 is predominating and significant to the litigation;" (2) "the
5 convenience of parties, witnesses, and counsel"; (3) "the relative
6 development of the actions and the work product of counsel";
7 (4) "the efficient utilization of judicial facilities and
8 manpower"; (5) "the calendar of the courts"; (6) "the disadvantages
9 of duplicative and inconsistent rulings, orders, or judgments"; and
10 (7) "the likelihood of settlement of the action without further
11 litigation should coordination be denied." The parties agree that
12 these five actions satisfy the above conditions.

13 WHEREAS, these cases present significant and predominating
14 common questions of fact and law. All five of the cases seek to
15 determine whether aspects of the tobacco industry defendants'
16 research, manufacturing, and marketing practices over the last
17 forty years constitute unfair competition, an illegal combination
18 in violation of antitrust laws and whether the people of California
19 are entitled to relief. In all of the cases, the courts will
20 confront similar factual questions including:

21 Whether the Tobacco Industry misrepresented or concealed
22 facts known to them about the health risks of smoking

23 Whether the Tobacco Industry misrepresented or concealed
24 information about the "addictive" nature of nicotine

25 Whether California consumers were deceived or likely to
26 be deceived by misstatements or the concealment of facts
27 about health and smoking by the Tobacco Industry

28 Whether the Tobacco Industry "manipulated" nicotine
content or delivery of nicotine in their products

Whether the Tobacco Industry acted in concert to suppress development of a "safer" cigarette, and the effects of any such coordinated action

Whether the Tobacco Industry violated state antitrust laws

Whether the marketing practices of the cigarette companies deliberately or unfairly targeted or induced minors to smoke

WHEREAS the initial trial of the UCA and FAL claims involve many significant identical legal questions including:

- . Whether the Tobacco Industry's conduct amounts to an "unfair" business practice within the meaning of the UCA
- . Whether the Tobacco Industry's conduct amounts to an "unlawful" business practice within the meaning of the UCA
- Whether the Tobacco Industry's conduct amounts to a "fraudulent" business practice within the meaning of the UCA
- . Whether the Tobacco Industry's conduct amounts to an illegal combination in violation of the Cartwright Act and the UCA
- . Whether the Tobacco Industry's conduct amounts to false or deceptive advertising within the meaning of the FAL.
- . Whether any applicable statute of limitations has barred any claims wherein an ongoing conspiracy has been charged

WHEREAS, the convenience of parties, witnesses, and counsel will be served by coordination between the parties and discovery can be freely exchanged with the additional manpower focused on discrete areas to ensure proper preparation of the coordinated actions for trial.

WHEREAS by centralizing the actions in a single court, a coordinated action will preserve judicial resources.

WHEREAS, coordination by the parties helps in the overall-preparation for trial and may improve the chances for resolving these cases prior to trial, or otherwise obtaining significant

monetary and public health relief. Further, the actions we--e
ordered coordinated. See Order Re: Coordination No. JCCP4041.

NOW, THEREFORE, it is agreed as follows:

1. **EXECUTIVE COMMITTEE:** An Executive Committee will be formed to
review, consider and make all significant and/or material decisions
in the litigation. The Executive Committee will consist of a
representative from the Attorney General's office, Milberg Weiss
Bershad Hynes & Lerach LLP, Lief, Cabraser, Heimann & Bernstein
LLP, Robinson, Calcagnie & Robinson, the City Attorney's office for
the City and County of San Francisco and Los Angeles County
Counsel. Each member of the Executive Committee shall play a
significant role in the trial of this matter. The Attorney General
is hereby designated by the Executive Committee as liaison counsel
pursuant to California Rules of Court, Rule 1541.

2. **FUNDING OF EXPENSES:** The undersigned parties agree to share
Funding of Expenses with each of the following entities responsible
for one quarter of the expenses: The Attorney General's office,
Milberg Weiss Bershad Hynes & Lerach LLP, Lief, Cabraser, Heimann
& Bernstein, LLP, and Robinson, Calcagnie & Robinson. To that end,
an initial fund of \$500,000 shall be established with each of the
above entities placing \$125,000 into the fund. The fund shall be
established in the city in which the action is coordinated.

3. **SHARING OF INFORMATION:** The undersigned parties shall provide
full and complete access to each other of all material in the
respective possession or control with respect to the coordinated
claims.

4. **PROTECTION OF CONFIDENTIAL INFORMATION:** The undersigned
parties recognize that there is a mutuality of interest in the

1 common representation of their respective claims and that it is in
2 the parties interest to share information. The parties agree to
3 continue to pursue their common interests and to avoid any
4 suggestion of waiver of privileged communications. Accordingly, it
5 is the parties' intention and understanding, and they hereby agree,
6 that communications of information and joint interviews among the
7 parties in connection with the UCA, antitrust and FAL claims are
8 confidential and are protected from disclosure to any third party
9 by the attorney-client privilege and the work-product doctrine.
10 The parties agree that all information, documents or materials,
11 including, but not limited to, all client and witness statements,
12 interviews conducted separately or jointly by the parties,
13 memoranda of law, debriefing memoranda, factual summaries,
14 transcript digests, and other such materials and information which
15 would otherwise be protected from disclosure to third parties
16 (hereinafter referred to as "Confidential Material"), and which are
17 exchanged among any of the parties pursuant to this agreement,
18 shall remain confidential and protected from disclosure to any
19 third party by the attorney-client privilege and the work-product
20 doctrine.

21 Further, because the exchange of Confidential Material is
22 essential to the effective representation of the parties, the
23 parties believe that the Confidential Material is protected by the
24 attorney-client privilege and the attorney work-product doctrine.
25 The exchange of Confidential Material pursuant to this Agreement is
26 not intended to waive any attorney-client privilege or work-product
27 protection otherwise available. Moreover, any inadvertent or
28 purposeful disclosure of Confidential Material exchanged pursuant

to this Agreement which is made by a party to this Agreement shall not constitute a waiver of any privilege or protection of any other party to the Agreement. The Agreement applies equally to Confidential Material that has been exchanged or provided among the parties to date under an oral understanding consistent with the terms of this Agreement.

5. ALLOCATION BETWEEN LEGAL CLAIMS: In the event of recovery either by judgment after trial or by settlement, including a resolution of claims through federal legislation, it is the reasoned opinion of all parties to this agreement based on the current status and viability of all claims currently pending against the tobacco defendants when balanced against the claims that are currently on appeal, that 100% of the recovery shall be allocated to the UCA, antitrust and FAL claims.

6. ALLOCATION OF ANY RECOVERY:

a. The recovery, as allocated to the UCA, Antitrust and FAL claims, shall be exclusively divided between the state, cities and counties as follows:

i. 50% of the total recovery to the State of California.

ii. 50% of the total recovery to the cities and counties of California. Direct recovery to cities shall be restricted to cities whose city attorneys could have maintained an independent action under Business and Professions Code section 17204 to wit: Los Angeles, San Diego, San Francisco and San Jose (hereinafter the "eligible cities"). The recovery to the cities and counties shall be distributed as follows: ten percent (10%), distributed equally to the eligible cities (2.5% each) on a yearly

basis; the remaining ninety percent (90%) distributed yearly to the 58 counties within the State of California, on a per capita basis, calculated using the most current official United States Census numbers. In the event of a settlement of the State of California's claims, the sharing of the recovery by eligible cities and the counties will be conditioned upon a release by each city and county of all tobacco related claims consistent with the extent of the state's release and a dismissal with prejudice of any city or county's pending action. The monies payable under this agreement to settle the claims of the state, cities and/or counties shall be payable directly or through a qualified settlement fund pursuant to Section 468B of the Internal Revenue Code of 1986, and Treas. Reg. Section 1.468B or any similar tax exempt equivalent set up specifically for the purpose of making payments to each of these entities based on the formula agreed upon herein. Further, any monies the state, cities or counties receive under the provisions of this MOU are independent of any federal, state or other monies the participating state, city or county would otherwise receive and shall not be considered a recovery or reimbursement of any federal monies. In the event a city or county chooses not to participate in a settlement, and opts instead to pursue its respective litigation, that entity agrees not to share in the recovery pursuant to the distribution set forth in this MOU. In such case, that portion of the total recovery that would otherwise have been allocated to that entity shall be allocated 50% to the state, and 50% to the remaining cities and counties, in accordance with the allocation formula set forth above. Should any city or county choose not to participate in a settlement and elect instead to

2 pursue its respective litigation against the settling defendant-,
3 any final judgment, from which no appeal may be taken, obtained by
4 the city or county in such litigation may be credited against the
5 amounts to be paid by the settling defendants to the state and the
6 participating cities and counties under the terms of such
7 settlement and this MOU.

8 iii. In the event the federal government asserts a
9 claim over any monies obtained through a settlement, judgment or
10 other recovery against the tobacco product manufacturers or
11 otherwise acts to reduce the amount it provides the State of
12 California under 42 U.S.C. §1396b(d) (2) (B) on account of any monies
13 received pursuant to a recovery against the tobacco product
14 manufacturers, such reduction shall be borne proportionally by the
15 state and the cities and counties that will receive a distribution
16 as proposed under this MOU. This event may be triggered at any
17 time, and the parties agree that no restriction shall be imposed on
18 the timing, frequency or amount of such adjustments as between the
19 state and the cities and counties, and that such adjustments shall
20 apply retroactively or prospectively as the need arises by virtue
21 of federal action, but that any such adjustment shall be confirmed
22 by the court where the consent decree is entered.

23 iv. The distribution of funds pursuant to this MOU
24 is not subject to alteration by legislative, judicial or executive
25 action at any level. If such action occurs and alters the
26 distribution of these funds pursuant to this MOU, and survives all
27 legal challenges to it, the distribution of these funds shall be
28 modified to offset such action and shall be borne proportionally
by the state and the cities and counties.

1 7 ATTORNEYS FEES:

2 a. Government Attorneys Fees and Costs -- It is
3 contemplated that a settlement of the State of California's claims
4 may provide for the reimbursement of the Office of the Attorney
5 General and other appropriate agencies of the state, cities or
6 counties, including city attorneys, county counsel offices and the
7 Department of Health Services for the reasonable costs and expenses
8 incurred in connection with the litigation or resolution of pending
9 tobacco related claims, excluding: (i) costs and expenses relating
10 to lobbying activities, and (ii) fees and costs of outside counsel.
11 Such reimbursement shall be calculated based upon hourly rates
12 equal to the local market rate for private attorneys, paralegals,
13 clerks, executives, analysts or other staff of equivalent
14 experience and seniority. The attorney general, its appropriate
15 agencies and participating political subdivisions shall provide
16 appropriate documentation of all costs, expenses and attorneys'
17 fees for which payment is sought, and shall be subject to audit.
18 This reimbursement shall be paid separately and apart from any
19 other amounts due pursuant to any settlement by the state.
20 Further, to the extent a settlement does not provide for
21 reimbursement (or provides for less than full reimbursement) to the
22 above agencies, such reimbursement shall come off the top before
23 any distribution of monies contemplated in §§6.a.i and ii.
24 Finally, a one time payment of one million dollars (\$1,000,000)
25 shall be distributed to the "The False Claims Act Fund" (Government
26 Code Section 12652 (j)) before any distribution of monies
27 contemplated in §§5.a.i. and ii.
28

b. Private Outside Counsel --

i. The Attorney General of the State of California has not employed private outside counsel to assist in the Prosecution of The People ex rel. Lunsren vs. Philip Morris, Inc., Sacramento Superior Court No. 97AS03031.

ii. The following public entity or benefit cases have arrangements with private outside counsel to assist them in prosecuting their respective claims: Cordova v. Liggett Group, Inc., SDSC No. 651824 ("Cordova"); Ellis v. R.J. Reynolds Tobacco co., SDSC No. 706458 ("Ellis"); County of Los Anseles v. R.J. Reynolds Tobacco Co., SDSC No. 707651 ("Los Angeles"); The People v. Philip Morris, Inc., SFSC No. 980564 ("San Francisco"). Private counsel representing these plaintiffs are sensitive to the issue of private counsel representing public parties in tobacco litigation and their appropriate compensation. While this agreement in no way abrogates, changes or attempts to modify any fee agreement private counsel may have, all private counsel in the above listed actions agree to the following procedures in seeking to obtain fees or enforce any fee agreements with their respective clients: In addition to using best efforts to recover fees from defendants, in the event of a settlement of the State of California's claims, and to the extent a city or county agrees to release its claims in return for its share in the recovery pursuant to this MOU, private outside counsel agree to seek fees, costs and expenses in accordance with any mechanism set up pursuant to such settlement. Private counsel seeking reimbursement shall provide appropriate documentation of their costs and expenses, and shall be subject to audit. Payments received pursuant to this mechanism shall be paid

1 separately and apart from any other amounts due pursuant to any
2 settlement by the state and shall in no way go to reduce the
3 state's recovery. Private counsel agree that any fees, expenses or
4 costs recovered by private counsel in consideration for services to
5 or representation of their public entity clients pursuant to such
6 mechanism shall be deducted from any fees, costs or expense
7 payable under fee agreements with their respective clients. All
8 private counsel acknowledge that their fee service contracts are
9 subject to Rule 4-200 of the Rules of Professional Conduct of the
10 State Bar of California which bars members of the Bar from charging
11 or collecting an unconscionable fee. The Attorney General asserts
12 that any fee dispute between private counsel and their respective
13 clients should be submitted to the trial judge in the manner of a
14 Code of Civil Procedure 51021.5 proceeding. Private counsel agree
15 that any fee dispute shall be submitted to the trial judge.
16 Private counsel, however, do not agree that such submission be
17 limited in the manner of a Code of Civil Procedure 51021.5
18 proceeding.

19 8. SETTLEMENT: Should any party enter into settlement
20 discussions with defendants or their counsel, that party shall, to
21 the extent possible and in a timely manner, inform the other
22 parties of the scope and nature of the settlement discussions. In
23 no event shall any party attempt to settle claims which that party
24 has no legal authority to settle.

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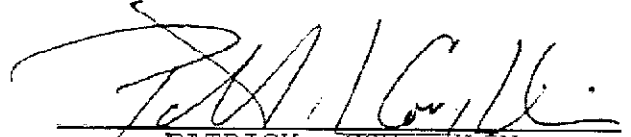
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1 DATED : August 5, 1998

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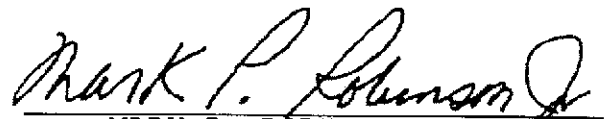
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AGREEMENT
REGARDING INTERPRETATION
OF
MEMORANDUM OF UNDERSTANDING

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**AGREEMENT REGARDING INTERPRETATION
OF
MEMORANDUM OF UNDERSTANDING**

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**AGREEMENT REGARDING INTERPRETATION
OF
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the parties hereto, the State of California and the Cities and Counties which become signatories to this Agreement Regarding Interpretation of the Memorandum of Understanding ("this Agreement"), agree that the terms as used herein shall have the meaning ascribed to them in Section 1 hereof; and

WHEREAS, the State and a number of California Cities and Counties, on August 5, 1998, entered into an agreement entitled "Memorandum of Understanding" (the "MOU") which is attached hereto as Appendix A; and

WHEREAS, on December 9, 1998, the Honorable Ronald Prager, Judge of the San Diego County Superior Court, as the Coordination Trial Judge in *In re Tobacco Cases I*, J.C.C.P. 4041, signed and entered a Consent Decree and Final Judgment as between the State of California and the Participating Manufacturers, which Final Judgment is attached hereto in its entirety as Appendix B and incorporates within it as Exhibit A thereto the settlement agreement entitled "Master Settlement Agreement" (the "MSA") which the Settling States, including the State of California, and the Participating Manufacturers entered into on November 23, 1998, and incorporates within it as Exhibit B the MOU; and

WHEREAS, pursuant to the MSA, the State is entitled to funds distributed through the National Escrow Agreement which was entered into on December 23, 1998, between the Settling States, including the State of California, and the Participating Manufacturers and the Escrow Agent, which is attached hereto as Appendix C; and

WHEREAS, pursuant to the National Escrow Agreement, Citibank, N.A., was appointed by the Settling States, including the State of California, and the Participating Manufactures to serve as the Escrow Agent under the terms and conditions set forth therein; and

WHEREAS, pursuant to the National Escrow Agreement, the Escrow Agent shall allocate the national tobacco settlement monies among accounts including State-Specific Accounts with respect to each Settling State, including the State of California, in which State-Specific Finality occurs, in accordance with written instructions from the National Independent Auditor; and

WHEREAS, pursuant to the MSA, upon the occurrence of State-Specific Finality in California, the California portion of the monies deposited by the Participating Manufacturers in the Subsection IX(b) Account (First), the Subsection IX(b) Account (Subsequent), the Subsection IX(c)(1) Account, and the Subsection IX(c)(2) Account (as such accounts are defined in the National Escrow Agreement) shall be transferred to a State-Specific Account designated by the MSA as the account for the State of California ("California Account"); and

WHEREAS, pursuant to the MSA, after Final Approval, the Independent Auditor shall instruct the Escrow Agent to disburse the funds held in the California Account to (or as directed by) the State; and

WHEREAS, pursuant to the MSA, to the extent that a payment is made to the California Account after the occurrence of all applicable conditions for the disbursement of such payment to the State, the Independent Auditor shall instruct the Escrow Agent to disburse such payment promptly following its deposit; and

WHEREAS, pursuant to the MOU, certain Cities and all Counties in California, upon meeting the conditions set forth in the MOU, are entitled to 50% of all funds transferred to the California Account, designated as the State-Specific account for the State of California distributed by virtue of the MSA; and

WHEREAS, the parties hereto recognize that issues may arise as to the proper interpretation of the MOU and such parties desire to: (i) set forth their understanding of the interpretation to be given to the terms the MOU; and (ii) establish a procedure for the expeditious resolution of any future disputes that may arise as between any of them as to the proper interpretation of the MOU and/or this Agreement; and

WHEREAS, the parties hereto have agreed that if judicial interpretation of the MOU or this Agreement becomes necessary, it is important that a single court within the State of California adjudicate all disputes between the parties as to the meaning and proper interpretation of the MOU and/or this Agreement:

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in the MOU and this Agreement, the parties hereto agree as follows:

**SECTION 1.
DEFINITIONS.**

- A. All terms herein have the same meaning as, and are defined the same as they are defined in the MSA unless specifically modified in Section 1.B hereof. All definitions contained in the MSA entered on November 23, 1998, are incorporated by reference herein in this Agreement.
- B. As used in this Agreement, the following terms have the following meanings:
 - (1) The term "Agreement" or "this Agreement" means this Agreement Regarding Interpretation Of Memorandum Of Understanding.
 - (2) The term "book value" means the net amount at which a portfolio is shown in the accounting records.

- (3) The term "California Account" means the State-Specific Account with respect to California which is established after California State-Specific Finality has occurred as referenced by Section 3(b) of the National Escrow Agreement.
- (4) The term "City/County Steering Committee" means the City and County of San Francisco, the City of Los Angeles, the City of San Jose, the County of Santa Clara, the County of Santa Barbara and the County of Los Angeles.
- (5) The term "City Designee," "County Designee," "City and County Designees" and/or "City Designees/County Designees" means, individually or collectively, the person(s) designated by each individual Eligible City and Eligible County to receive any notifications or statements and/or to provide any transfer or disbursement instructions.
- (6) The term "City" or "Cities" means, individually or collectively, the City of Los Angeles, the City of San Diego, the City of San Francisco and the City of San Jose.
- (7) The term "County" or "Counties" means, individually or collectively, the 58 counties of California.
- (8) The term "City/County Dispute Resolution Court" means the J.C.C.P. 4041 Court.
- (9) The term "Eligible City," "Eligible County," "Eligible Cities and/or Eligible Counties" and/or "Eligible Cities/Eligible Counties" means, individually or collectively, those Cities and Counties who because they have satisfied all requirements under the MOU and this Agreement are entitled to receive a portion of tobacco settlement monies which are transferred to the California Account as provided by the MSA, the MOU and this Agreement. To achieve the status of Eligible City or Eligible County, each City or County must:
- (a) Execute one original "Model Release," attached hereto as Appendix "D" (or such other form of release that the City/County Dispute Resolution Court determines satisfies the release requirements of Section 6.a.ii of the MOU), and provide the executed original Release to the State; and
 - (b) Execute one original of this Agreement and provide the executed original to the State; and
 - (c) Execute one original "Authorization and Designation of City/County Designees," attached hereto as Appendix "E," and provide the executed original to the State; and
 - (d) Execute one original "Transfer Instructions" in the form attached hereto as Appendix "F," and provide the executed original to the State; and

- (e) Execute one original Form W-9, attached hereto as Appendix "G," and provide the executed original to the State.

The address to which the above identified executed original documents are to be sent by each City and/or County seeking to become an Eligible City and/or Eligible County is set forth in Appendix "H."

(10) The term "J.C.C.P. 4041 Court" means the San Diego County Superior Court that presided over *In Re Tobacco Cases I*, Judicial Council Coordination Proceeding No. 4041.

(11) The term "Memorandum of Understanding" or "MOU" means the agreement entered between the State and certain Represented Cities and Counties on August 5, 1998, which is attached hereto as Appendix A.

(12) The term "MOU Proportional Allocable Share" means that portion of the Tobacco Settlement Proceeds to be transferred to the California Account as provided for by the MSA and then received by the State and Cities and Counties, in the percentages set forth in Section 6 of the MOU.

(13) The term "mark-to-market" means the value of a portfolio at current market prices.

(14) The term "Official United States Decennial Census" means the census taken every ten years by the federal government, but such census does not become the "Official United States Decennial Census" for the purposes of the MOU and this Agreement until such time as it is presented to the Governor of the State of California. If the United States Decennial Census is presented to the Governor of the State of California within the 30 days immediately prior to the date the State is to give notice pursuant to Section 3.K of this Agreement, it shall not be treated as the "Official United States Decennial Census" until after the transfer which is the subject of such notification has been made.

(15) The term "Represented City," "Represented County" and/or "Represented Cities and Counties" means individually or collectively, the City and County of San Francisco, the Cities of Los Angeles, San Diego and San Jose, and the Counties of Alameda, Contra Costa, Marin, Monterey, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta and Ventura that executed contingency fee contracts with private outside counsel to prosecute tobacco-related claims, and the County of Los Angeles who executed a separate contingency fee contract with private outside counsel to prosecute tobacco-related claims.

(16) The term "Responsible Entity" means the entity, whether the State or a City or County, that obtains a judgment or settlement which causes a claim-over as described in Section XII(a)(4) of the MSA.

- (17) The term "State" means the State of California.
- (18) The term "States" means those States and Commonwealths of the United States that signed the MSA.
- (19) The term "Sub-Account(s)" means a sub-account or sub-accounts created in the California Account.
- (20) The term "Tobacco Settlement Proceeds" or "Tobacco Settlement Monies" means the monies transferred to the California Account as provided by the MSA.
- (21) The term "transfer" means the transfer of money among and to different Sub-Accounts of the California Account. It does not mean payment or disbursement as used in the National Escrow Agreement.

**SECTION 2.
AGREEMENT AS TO THE PROPER COURT
FOR INTERPRETATION OF THE MOU AND THIS AGREEMENT.**

The parties hereto irrevocably and unconditionally submit to the continuing exclusive jurisdiction of the J.C.C.P. 4041 Court for purposes of any action or proceeding seeking to enforce any provision of, or based on any right arising out of, the MOU or this Agreement, and agree that they shall not commence any such action or proceeding except in the J.C.C.P. 4041 Court. The parties hereto agree that any dispute between or among the State, any Eligible City and/or any Eligible County shall be submitted by motion (or, if appropriate, by Ex Parte Application) to the J.C.C.P. 4041 Court, including any dispute regarding (i) the accurateness of any calculation pertinent to the allocation formula as described in Section 3.J of this Agreement, and/or (ii) the calculation or assessment of a Claim Over Offset Amount as described in Section 4.C of this Agreement. The parties hereto agree that any such decision by the J.C.C.P. 4041 Court shall be appealable, but that absent an appropriate Order any such appeal shall not delay any disbursement of any disputed amounts in accordance with the J.C.C.P. 4041 Court's decision. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such application, motion action or proceeding in the J.C.C.P. 4041 Court, and further irrevocably waive and agree not to plead or claim in the J.C.C.P. 4041 Court that any such suit, action or proceeding has been brought in an inconvenient forum.

**SECTION 3.
UNDERSTANDINGS REGARDING THE MSA AND THE MOU
AS THEY RELATE TO THE RELEASE OF FUNDS
PURSUANT TO THE MSA AND THE MOU
PRIOR TO SATISFACTION OF ALL TERMS AND CONDITIONS
OF SECTION 3.C OF THE NATIONAL ESCROW AGREEMENT.**

- A. Before such time as all events and conditions set forth in Section 3.C of the National Escrow Agreement have been satisfied and the funds are released to the States, all funds received by the Escrow Agent pursuant to the terms of the National Escrow Agreement shall constitute the "Escrow" and shall be held and disbursed in accordance with the terms of the National Escrow Agreement and this Agreement. In the event of a conflict, until such time as all events and conditions set forth in Section 3.C of the National Escrow Agreement have been satisfied and the Escrow Agent is notified to release the escrow funds to the States, the terms of the National Escrow Agreement shall govern over terms in the MOU or this Agreement. The State shall instruct the national Escrow Agent that such funds and any earnings thereon shall be held by the Escrow Agent separate and apart from all other funds and accounts of the Escrow Agent, the State, the Cities and Counties and the Participating Manufacturers.
- B. The Escrow Agent shall allocate the Escrow among the accounts referenced in the National Escrow Agreement (each one an "Account" and collectively the "Accounts") including the California Account in accordance with written instructions from the Independent Auditor.
- C. Pursuant to Section 20 of the National Escrow Agreement, and in accordance with the MOU and this Agreement, the State shall instruct the Escrow Agent to allocate the money flowing into the California Account as follows:
- (1) It is understood by the parties to this agreement that prior to the entry of an Order by the J.C.C.P. 4041 Court approving this Agreement, there will be two disbursements of Tobacco Settlement Proceeds pursuant to the MSA; the December 14, 1999, disbursement and the January 10, 2000, disbursement. It is therefore understood by the parties to this Agreement that:
- (a) With respect to the December 14, 1999 disbursement, in accordance with the terms of the MOU, \$1,000,000.00 was credited and transferred to the False Claims Act Fund. The remaining funds (after transfer of \$1,000,000.00 to the False Claims Act Account) were credited 50% to the State and 50% to the Cities and Counties. The 50% of the funds credited to the State were transferred to the State General Fund at or about the time of the December 14, 1999 disbursement. At the time of disbursement, the 50% of the funds credited to the Cities and Counties were transferred to the "Tobacco Settlement Fund Account" maintained by the California Department of Justice, to be held on an interim basis for the exclusive benefit of the Cities and Counties until such time as the Court approves

this Agreement, and the City/County Account described in section 4.B.(2)(ii) of this Agreement is created.

(b) With respect to the January 10, 2000, disbursement, in accordance with the terms of the MOU, 50% of the funds will be credited to the State and 50% to the Cities and Counties. The 50% of the funds credited to the State will be transferred to the State General Fund at the time of the disbursement. At the time of disbursement, the 50% of the funds credited to the Cities and Counties will be transferred to the "Tobacco Settlement Fund Account" maintained by the California Department of Justice, to be held on an interim basis for the exclusive benefit of the Cities and Counties until such time as the Court approves this Agreement, and the City/County Account described in section 4.B.(2)(ii) of this Agreement is created. Any future disbursements that become available before the execution of this Agreement and a conforming escrow agreement between the State and the Escrow Agent shall be treated in the same manner.

(c) Upon approval of this Agreement by the J.C.C.P. 4041 Court and the execution of a conforming escrow agreement between the State and the Escrow Agent, all funds in the "Tobacco Settlement Fund Account" (including any interest generated thereon) shall be transferred to the City/County Account to be disbursed to the Eligible Cities and Eligible Counties in accordance with section 3.J this Agreement. However, each Eligible City and/or Eligible County may elect to have the State transfer its MOU Proportional Allocable Share (including any interest generated thereon) directly to such Eligible City and/or Eligible County without requiring such funds to be first transferred to the Escrow Agent.

(2) Upon approval by the J.C.C.P. 4041 Court of this Agreement and the execution of a conforming escrow agreement between the State and the Escrow Agent, all additional money that enters the California Account shall be allocated as follows:

- (a) 50% of each dollar, or portion thereof, shall be credited to the State; and
- (b) 50% of each dollar, or portion thereof, shall be credited to the Cities and Counties to be distributed in the manner set forth in Section 3.J hereof, unless the Escrow Agent receives different instructions from the State in the manner set forth by this Agreement.

D. All amounts credited to an Account shall be retained in such Account until disbursed therefrom in accordance with the provisions of the National Escrow Agreement pursuant to (i) written instructions from the Independent Auditor; or (ii) written instructions from all of the following: all of the Original Participating Manufacturers, all of the Subsequent Participating Manufacturers that contributed to such amounts in such Account, and all of the Settling States (collectively, the "Escrow Parties"). The Escrow Agent shall be entitled to rely upon the Independent Auditor's identification of the Settling States and the Subsequent Participating Manufacturers that contributed any amounts in an Account.

In the event of a conflict, instructions pursuant to subclause (ii) shall govern over instructions pursuant to subclause (i).

- E. All amounts credited to a Sub-Account shall be retained in such Sub-Account until and unless transferred pursuant to written instructions received by the Escrow Agent from the State. However, the State shall not provide any instructions for a transfer which consists of a disbursement in violation of this Agreement or of the National Escrow Agreement.
- F. It is understood by the parties to this Agreement that the MSA requires that on the First Business Day after each date identified to the Escrow Agent by the Independent Auditor in writing as a date upon which any payment is due under the MSA, the Escrow Agent shall deliver to each other Notice Party as defined in the MSA, and to those the State has designated in writing, a written statement showing the amount of such payment (or indicating that no payment was made, if such is the case), the source of such payment, the Account or Accounts to which such payment has been credited, and the payment instructions received by the Escrow Agent from the Independent Auditor with respect to such payment. As soon as practical after receipt of such information from the Escrow Agent, but in no event more than 24 hours after receipt or the next business day, which ever is later, of such information, the State shall give notice to each City Designee and County Designee of which the State is aware, by sending by facsimile or other electronic transmission to each such City Designee and County Designee, a copy of the information the State has received from the Escrow Agent.
- G. It is understood by the parties to this Agreement that the MSA requires that on the first Business Day after each transfer, the Escrow Agent shall deliver to the State a written statement showing the amount of such transfer, the source of the transfer, and the Sub-Account or Sub-Accounts to which such transfer has been credited. As soon as practical after receipt of such information from the Escrow Agent, but in no event more than 24 hours after receipt of such information or the next business day after receipt of such information, which ever is later, the State shall give notice to each City Designee and County Designee of whom the State is aware, by sending by facsimile or other electronic transmission to each such City Designee and County Designee, a copy of the information it has received from the Escrow Agent.
- H. It is understood by the parties to this Agreement that the MSA requires that the Escrow Agent shall comply with all payment instructions received from the Independent Auditor, unless before 11:00 a.m. (E.S.T.) on the scheduled date of payment the Escrow Agent receives written instruction to the contrary from the State in the manner set forth in this Agreement, in which event the Escrow Agent shall comply with such instructions. It is understood by the parties to this Agreement that instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following Business Day.

- I. It is understood by the parties to this Agreement that the MSA requires that the Escrow Agent shall comply with all transfer instructions received from the State unless before 11:00 a.m. (E.S.T.) on the day the transfer is to occur the Escrow Agent receives different written instruction from the State in which event it shall comply with such instructions. The State shall not provide any instructions to the Escrow Agent that contradict the terms of the MOU or the terms of this Agreement. It is understood by the parties to this Agreement that instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following Business Day.
- J. The State shall instruct the Escrow Agent that all funds in the California Account shall be disbursed in the manner set forth in Section 3.C of this Agreement. Thus, as set forth in the MOU, 10% of the funds to be credited to the Cities and Counties (i.e., 10% of the 50% of the Tobacco Settlement Proceeds) shall be allocated 2.5% each among the Eligible Cities, and 90% of the funds to be credited to the Cities and Counties (i.e., 90% of the 50% of the Tobacco Settlement Proceeds) shall be allocated among the Counties, on a per capita basis, calculated by using population data set forth for California Counties as reported in the most current Official United States Decennial Census. Assuming that each City and County which can become an Eligible City or Eligible County, in fact is an Eligible City or Eligible County, and unless otherwise modified by the State in accordance with Sections 4.B or 4.C of this Agreement, the transfer instructions given by the State to the Escrow Agent shall be in the form of the Model Escrow Instructions set forth as Appendix I which sets forth the model MOU Proportional Allocable Shares based on the official 1990 United States Decennial Census. The State shall make any necessary adjustments to the distribution percentages as they relate to this clause and the MOU promptly upon the issuance of each future Official United States Decennial Census. All parties to this Agreement realize that with each new Official United States Census the MOU Proportional Allocable Share to be received by each Eligible County will most likely change.
- K. The State shall provide to the Escrow Agent, as far in advance of the next actual disbursement date as possible, the transfer instructions for the next transfer of funds from the California Account and shall provide at the same time to each Eligible City Designee and Eligible County Designee of whom the State is aware, by sending by facsimile or other electronic transmission to each such City Designee and County Designee, a copy of the transfer instructions the State is providing to the Escrow Agent along with proof of service to the Eligible Cities and Eligible Counties of such transfer instructions.

SECTION 4.
UNDERSTANDINGS REGARDING THE MSA AND THE MOU
AS THEY RELATE TO RELEASE OF FUNDS PURSUANT TO THE MSA
AND THE MOU AFTER SATISFACTION OF ALL TERMS AND CONDITIONS OF
SECTION 3.C OF THE NATIONAL ESCROW AGREEMENT.

- A. After such time as all events and conditions set forth in Section 3.C of the National Escrow Agreement have been satisfied and the escrow funds are released to the California Account, the State shall instruct the Escrow Agent that all funds received by the Escrow Agent pursuant to the terms of the National Escrow Agreement shall be held and disbursed in accordance with the terms of the MOU and this Agreement. The State shall further instruct the Escrow Agent that such funds and any earnings thereon shall be held by the Escrow Agent separate and apart from all other funds and accounts of the Escrow Agent, other States, the Cities and Counties and the Participating Manufacturers.
- B. Unless the Escrow Agent receives notification pursuant to Section 4.C of this Agreement:
- (1) The funds credited to the State pursuant to Section 3.C.(2)(a) above, shall be disbursed to the State in accordance with transfer instructions to be provided by the State.
 - (2) The funds credited to the Cities and Counties pursuant to Section 3.C.(2)(b) above, shall be disbursed to the Eligible Cities and Eligible Counties in accordance with transfer instructions to be provided by the State, which shall be subject to the MOU and this Agreement as follows:
 - (i) If the Escrow Agent has received written notification from the State that a City or County has obtained the status of Eligible City and/or Eligible County, prior to the distribution from the California Account:
 - (aa) The State shall instruct the Escrow Agent to disburse each Eligible City's and/or Eligible County's MOU Proportional Allocable Share pursuant to instructions received by the State from the City Designees/County Designees as to which account such funds shall be directed. The instructions the State provides will direct the Escrow Agent to disburse each Eligible City's and/or Eligible County's Share to a single account specified by that Eligible City and/or Eligible County. This account information will be given in the form of executed Transfer Instructions attached hereto as Appendix F jointly executed by two of three such Eligible City's and/or Eligible County's respective City Designees/County Designees. Upon receipt of the executed Transfer Instructions from the Eligible City and/or Eligible County the State shall forward such information to the Escrow Agent within twenty four (24) hours of receipt or the next business day, which ever is later.

(bb) The instructions described in Section 4.B.(2)(i)(aa) above, may be modified from time to time by written amendment, which shall be given in a format specified by the State and shall be executed by two of the three City Designees/County Designees. Upon receipt of the change of the specified account information, and subject to verification by the State, the State shall forward such modified instructions to the Escrow Agent within seventy two (72) hours of receipt or within three business days, which ever is later.

(cc) The City Designees/County Designees may be substituted in either of the following ways: (i) By written amendment, which shall be given in a format specified by the State, and shall provide for additions and deletions of City Designee/County Designees. Substitution by this manner will only be given effect if it is signed by two of the three preexisting City Designees/County Designees; or (ii) By the City Council/County Board of Supervisors substituting the authorization provided for by Appendix E. Substitution by this manner must be done by a resolution of the City Council/County Board of Supervisors and must be done in the format as provided in Appendix E. In the event of a conflict between (i) and (ii) of this subparagraph, the State will follow the Designations as provided for by the City Council/County Board of Supervisors.

(ii) If the Escrow Agent has not received written notification from the State that a City or County has obtained the status of Eligible City and/or Eligible County prior to the first distribution from the California Account:

(aa) The State shall instruct the Escrow Agent to establish a single, interest bearing account into which the Escrow Agent transfers the MOU Proportional Allocable Share of each City and/or County for whom the Escrow Agent has not received written notification from the State that such City and/or County has obtained the status of Eligible City and/or Eligible County and shall instruct the Escrow Agent to provide to the State an accounting of the funds placed in such account, indicating the total amount placed therein and the amount placed therein which is being held for the benefit of each specific City and/or County. Within seventy-two (72) hours of receipt, or within three business days, which ever is later, of the accounting information, from the Escrow Agent, the State shall provide a copy of such information to the City/County Steering Committee. The Escrow Agent may charge each such City and/or County whose MOU Proportional Allocable Share is placed in such account, such City's and/or County's proportional share of the Escrow Agent's normal charges for establishing and maintaining such account (based on the percentage that such City's and/or County's MOU Proportional Allocable Share represents of the total amount in such account) through the date the Escrow Agent is notified by the State that such City and/or County has obtained the status of Eligible City or Eligible County and the Escrow

Agent may deduct such charges from the amount such City and/or County is due when the Escrow Agent is notified by the State that such City and/or County has obtained the status of Eligible City or Eligible County.

(bb) Any dispute between the State, the City/County Steering Committee, and/or any City and/or County as to whether a City and/or a County has obtained the status as an Eligible City and/or Eligible County shall be submitted to, and shall continue to be under, the jurisdiction of the J.C.C.P. 4041. The State shall instruct the Escrow Agent to deposit the MOU Proportional Allocable Share of any such City and/or County to which such dispute pertains into the City/County Account established pursuant to section 4.B.(2)(ii)(aa) of this Agreement. Any City and/or County that is adjudged by the J.C.C.P. 4041 Court to be an Eligible City and/or Eligible County pursuant to this subparagraph shall immediately notify the State of such ruling by providing the State with a copy of the order or judgment of the J.C.C.P. 4041 Court. The State within twenty four (24) hours, or the next business day, which ever is later, of receipt of such order or judgment of eligibility shall forward such eligibility information to the Escrow Agent. Any City and/or County that is adjudged by the J.C.C.P. 4041 Court not to be an Eligible City and/or Eligible County pursuant to this subparagraph shall have a 90 day grace period to cure any deficiency that has prevented it from becoming an Eligible City and/or Eligible County.

(cc) The State shall provide the Escrow Agent with additional instructions as follows: If prior to the later of June 30, 2001, or the expiration of any grace period specified in paragraph 4.B.(2)(ii)(bb) above, the Escrow Agent receives written notification from the State that such City and/or County has attained the status of Eligible City and/or Eligible County, the Escrow Agent shall promptly disburse to such newly Eligible City and/or Eligible County all funds representing such newly Eligible City's and/or Eligible County's MOU Proportional Allocable Share which had previously been placed in the separate City/County account established in accordance with Section 4.B.(2)(ii)(aa) (including any interest generated therefrom), after deducting the appropriate Escrow Agent's charges as allowed by such Section.

(dd) The State shall further instruct the Escrow Agent that upon receipt of notification from the State that such City and/or County has attained the status of Eligible City and/or Eligible County, all MOU Proportional Allocable Shares for such City and/or County which are to be disbursed after the date of notification that such City/County has obtained the status of Eligible City or Eligible County shall be disbursed to such Eligible City and/or Eligible County in accordance with Section 4.B.(2)(i).

(iii) If the Escrow Agent has not received written notification from the State that a City or County has obtained the status of Eligible City and/or Eligible County, by the later of June 30, 2001, or the expiration of any grace period specified in subparagraph (dd) below:

(aa) The State shall instruct the Escrow Agent that all funds previously placed in the City/County account pursuant to Section 4.B.(2)(ii)(aa) (including any interest generated therefrom), shall be deducted from such account and shall be transferred to the California Account, from which it is to be distributed to the State and the Eligible Cities and Eligible Counties in the manner set forth in Section 3.C.(2).

(bb) It is understood by the parties to this Agreement that until such time as the Escrow Agent receives notice from the State that such City and/or County has attained the status of Eligible City and/or Eligible County, all MOU Proportional Allocable Shares of any such City and/or County that are to be disbursed prior to the date of notification that such City/County has obtained the status of Eligible City or Eligible County shall continue to be disbursed to the State and to the Eligible Cities and Eligible Counties in accordance with Section 3.C.(2).

(cc) The State shall instruct the Escrow Agent that upon receipt of notification from the State that such City and/or County has attained the status of Eligible City and/or Eligible County, all MOU Proportional Allocable Shares for such City and/or County that are to be disbursed after the date of notification that such City/County has obtained the status of Eligible City and/or Eligible County, shall be disbursed to such Eligible City and/or Eligible County in accordance with Section 3.C.(2). Provided, however, that the parties to this Agreement, recognize that the State shall further instruct the Escrow Agent that if prior to attaining the status of Eligible City and/or Eligible County, a City and/or County obtains a settlement or judgment that causes a reduction of payments into the escrow account pursuant to Section XII(a)(4)(B) of the MSA and the amount of that reduction in payments exceeds the amount of escrow payments that the City and/or County in question has foregone pursuant to subparagraphs (aa) and (bb) directly above, then an amount equal to the reduction in escrow payments pursuant to section 6.a.ii of the MOU minus the amounts foregone by the City and/or County pursuant to subparagraphs (aa) and (bb) directly above shall be deducted from the future escrow payments owing which would otherwise be paid to the City and/or County in question and such amount(s) shall be transferred to the State and to the other Eligible Cities and/or Eligible Counties, in the same manner as the Claim Over Offset described in section 4.C below.

(dd) Any dispute between the State, the City/County Steering Committee, and/or any City and/or County as to whether a City and/or a County has obtained the status of an Eligible City and/or Eligible County shall be submitted to, and shall continue to be under, the jurisdiction of the J.C.C.P. 4041 Court. If any such dispute is submitted to the J.C.C.P. 4041 Court, the State shall instruct the Escrow Agent to deposit the MOU Proportional Allocable Share of any such City and/or County to which such dispute pertains into the City/County Account established pursuant to section 4.B.(2)(ii)(aa) of this Agreement. The State shall not submit any additional instructions regarding the disbursement of such funds while a dispute as to eligibility is pending before the J.C.C.P. 4041 Court. Any City and/or County that is adjudged by the J.C.C.P. 4041 Court to be an Eligible City and/or Eligible County pursuant to this subparagraph (dd) shall immediately notify the State of such ruling by providing the State with a copy of the order or judgment of the J.C.C.P. 4041 Court. The State within twenty four (24) hours of receipt or the next business day, which ever is later, of such order or judgment of eligibility shall forward such eligibility information to the Escrow Agent and instruct the Escrow Agent to disburse all funds allocated to such newly Eligible City or newly Eligible County. Any City and/or County that is adjudged by the J.C.C.P. 4041 Court not to be an Eligible City and/or Eligible County pursuant to this subparagraph (dd) shall have a 90 day grace period to cure any deficiency that has prevented it from becoming an Eligible City and/or Eligible County.

(iv) The State shall instruct the Escrow Agent that it is not to disburse funds to any City or County that has not attained the status of Eligible City or Eligible County.

(v) Upon obtaining the status of Eligible City or Eligible County, each Eligible City and each Eligible County shall, if it has not already done so, notify the State of the names and addresses of their City Designees and County designees.

(vi) The State shall provide to the Escrow Agent, as far in advance of the next actual disbursement date as possible, the transfer instructions for the next transfer of funds from the California Account and shall provide at the same time to each Eligible City Designee and Eligible County Designee of whom the State is aware, by sending by facsimile or other electronic transmission to each such City Designee and County Designee, a copy of the transfer instructions the State is providing to the Escrow Agent.

C. In the event that Section XII(a)(4)(A) of the MSA does not relieve an Original Participating Manufacturer of all liability and Section XII(a)(4)(B) of the MSA is invoked resulting in an Original Participating Manufacturer receiving a continuing dollar-for-dollar offset for any amounts paid by such Original Participating Manufacturer (or by any person or entity that is a Released Party by virtue of its relation to any Original Participating Manufacturer) on any liability against such Original Participating Manufacturer's share, determined as described in step E of Section IX(j)(7)(E) of the MSA, owing to the State (and because of the MOU, to the Cities and Counties), up to the full amount of such Original Participating Manufacturer's share of such Allocated Payment each year, until all such amounts paid on such liability have been offset ("Claim Over Offset Amount"), it is the intent of the State and the Cities and Counties that the California Account be operated so as to be reflective of the rights and duties of the State and the Eligible Cities and Eligible Counties under the MOU, and that, in accordance with the MOU, all benefits and burdens that affect the California Account, or affect how the money in the account may be spent, will be borne equally by the State on one hand, and the Eligible Cities and Eligible Counties on the other. (The State shall inform the Escrow Agent of such intent of the parties to this Agreement.) If the actions described above in this paragraph occur:

(1) The State shall notify the Escrow Agent, the City/County Steering Committee, and the Responsible Entity that Section XII(a)(4)(B) of the MSA has been invoked, and provide the Escrow Agent, the City/County Steering Committee, and the Responsible Entity with written instructions stating the Claim Over Offset Amount and the identity of the Responsible Entity and instruct the Escrow Agent as follows:

(a) That the amounts otherwise allocable to the Responsible Entity shall thereafter be reduced dollar-for-dollar until the full Claim Over Offset Amount has been deducted from the MOU Proportional Allocable Share owed to the Responsible Entity. These adjustments to the allocation set forth under this Agreement are done with the understanding of the State and the Cities and Counties that the Responsible Entity will have its MOU Proportional Allocable Share likewise reduced dollar-for-dollar until the full Claim Over Offset Amount of the Original Participating Manufacturer's share owing to the State, and because of the MOU to the Cities and Counties (other than the Responsible Entity), which has been offset by the Original Participating Manufacturer, has been deducted from the MOU Proportional Allocable Share owing to the Responsible Entity and the amount deducted from the MOU Proportional Allocable Share owing to the Responsible Entity has been distributed, pursuant to the terms of the MOU, to the State and the other Eligible Cities and Eligible Counties which did not bring the original action against the non-Released Party or non-Released Retailer.

(b) That the Responsible Entity shall be responsible for the interest on the Claim Over Offset Amount at the annual rate equal to the available daily rate of return earned by the California Pooled Money Investment Account from the actual date of disbursement of the reduced share to the State and to the Eligible Cities and Eligible Counties. The amount deducted from the Responsible Entity's MOU

Proportional Allocable Share shall be distributed 50% to the State and 50% to the Eligible Cities and Eligible Counties (other than the Responsible Entity). Interest owed is determined from the date the funds are released to the date of actual disbursement to the State/Eligible Cities/Eligible Counties.

(2) If a member of the City/County Steering Committee or the entity the State has identified as the Responsible Entity does not take action as described in section 4.C.(3) below to contest the amount the State has identified as the appropriate Claim Over Offset Amount and/or to contest the State's identification of the correct Responsible Entity, the following shall occur:

(a) If the Claim Over Offset Amount is less than the MOU Proportional Allocable Share of the Responsible Entity, the State shall instruct the Escrow Agent that the Claim Over Offset Amount shall be deducted and credited as follows:

(i) If the Responsible Entity is the State, in the manner set forth in the mathematical example attached hereto as Appendix J, to wit:

(aa) An amount equal to one-half of the offset shall be deducted from the State's 50% share and shall be credited to the Cities'/Counties' 50% share.

(bb) Any amounts credited to the Cities'/Counties' share pursuant to this subparagraph shall be allocated among and disbursed to the Eligible Cities and Eligible Counties as provided in Section 3.J of this Agreement and the State, in notifying the Escrow Agent of distribution amounts to be made to the State and to each Eligible City and Eligible County, shall modify the instructions it gives to the Escrow Agent to accurately reflect such deductions and credits.

(ii) If the Responsible Entity is a City or County, in the manner set forth in the mathematical example attached hereto as Appendix K, to wit:

(aa) An amount equal to one-half of the offset shall be deducted from the Responsible Entity's MOU Proportional Allocable Share and shall be credited to the State share.

(bb) After making the deduction described in paragraph (aa), the remaining one-half of the offset shall be deducted from the Responsible Entity's MOU Proportional Allocable Share, and shall be reallocated to each Eligible City and Eligible County (including

the Responsible Entity) pursuant to its MOU Proportional Allocable Share in the manner provided in Section 3.J of this Agreement. The State, in notifying the Escrow Agent of distribution amounts to be made to the State and to each Eligible City and Eligible County, shall modify the instructions it gives to the Escrow Agent to accurately reflect such deductions and credits.

(b) If the Claim Over Offset Amount is equal to or greater than the MOU Proportional Allocable Share of the Responsible Entity, the State shall instruct the Escrow Agent that such Claim Over Offset Amount shall be deducted and credited as follows:

(i) If the Responsible Entity is the State, in the manner set forth in the mathematical example attached hereto as Appendix L, to wit:

(aa) The entire MOU Proportional Allocable Share of the State shall be credited to the Cities'/Counties' share until the Claim Over Offset Amount has been repaid in full, including interest as described in Section 4.C.(1)(b) of this Agreement.

(bb) Once any remaining Claim Over Offset Amount, including any interest as described in Section 4.C.(1)(b), is less than the Responsible Entity's MOU Proportional Allocable Share during any payment period, Section 4.C.(2)(a) shall govern distribution and allocation.

(cc) Any amounts credited to the Cities'/Counties' share pursuant to this Section 4.C.(2)(b) shall be disbursed among the Cities and Counties as provided in Section 3.J of this Agreement.

(dd) The State in notifying the Escrow Agent of distribution amounts to be made to the State and to each Eligible City and Eligible County, other than the Responsible Entity, shall modify the instructions it gives the Escrow Agent to accurately reflect such deductions and credits as set forth in this Section 4.C.(2)(b).

(ii) If the Responsible Entity is a City or County, in the manner set forth in the mathematical example attached hereto as Appendix M, to wit:

(aa) The entire MOU Proportional Allocable Share of the Responsible Entity shall be credited 50% to the State share and 50% to the Cities'/Counties' share until the Claim Over Offset Amount has been repaid in full, including interest as described in Section 4.C.(1)(b) of this Agreement. The Responsible Entity's MOU Proportional Allocable Share of any amounts redistributed to the Cities'/Counties' share under this paragraph (aa) shall be

credited 50% to the State and 50% pro rata to the remaining Cities and Counties (excluding the Responsible Entity) based on their MOU Proportional Allocable Shares.

(bb) At such time as any remaining Claim Over Offset Amount, including any interest as described in Section 4.C.(1)(b), is less than the Responsible Entity's MOU Proportional Allocable Share during any payment period then Section 4.C.(2)(a) shall govern distribution and allocation.

(cc) The State in notifying the Escrow Agent of distribution amounts to be made to the State and to each Eligible City and Eligible County, other than the Responsible Entity, shall modify the instructions it gives to the Escrow Agent to accurately reflect such deductions and credits as set forth in this Section 4.C.(2)(b).

(3) If any member of the City/County Steering Committee or the entity the State has identified as the Responsible Entity do not agree that the State has identified the appropriate Claim Over Offset Amount or the correct Responsible Entity, the State, any member of the City/County Steering Committee, or the identified Responsible Entity may petition the J.C.C.P. 4041 Court for a ruling and if any such party does, the State shall instruct the Escrow Agent to establish a Disputed Claims Account to hold such disputed amounts pending subsequent notification by the State which directs the manner of disposition to be made of the disputed amount. If, in response to a petition in which the State is not a named party, the J.C.C.P. 4041 Court issues an order or judgment that directs the manner of disposition to be made of the disputed amount, the Responsible Entity or the City/County Steering Committee member that has filed the petition shall, upon entry of such order or judgment by the J.C.C.P. 4041 Court, immediately notify the State of such ruling by providing the State with a copy of the order or judgment. The State, within twenty four (24) hours of receipt or the next business day, which ever is later, of such order or judgment, shall instruct the Escrow Agent as to the manner of disposition to be made of the disputed amount. Any such decision of the J.C.C.P. 4041 Court is appealable; however, no such appeal shall delay distribution of the disputed amounts absent a court order to the contrary from the appropriate California court.

(4) The parties to this Agreement agree that the Escrow Agent shall be entitled to rely upon the State's identification of the Responsible Entity and the Claim Over Offset Amount in allocating and distributing funds.

D. In the event of a conflict between the mathematical examples contained in Appendices J through M and the words contained in Sections 4.C.(1) through 4.C.(3) of this Agreement, the procedures set forth in the mathematical examples contained in Appendices J through M shall govern over words contained in Sections 4.C.(1) through 4.C.(3) of this Agreement.

- E.** In the event the Escrow Agent is required to establish a Disputed Claims Account pursuant to instructions given by the State pursuant to any provision of this Agreement, the State shall instruct the Escrow Agent that such account shall be established in the name of the Responsible Entity (i.e., "Disputed Claims Account of -----) and that the Escrow Agent may charge each such Responsible Entity its normal charges for establishing and maintaining each such Disputed Claims Account. Provided, however that the State shall further instruct the Escrow Agent that: (i) if the J.C.C.P. 4041 Court finds, in response to a petition filed by the Responsible Entity or a member of the City/County Steering Committee, that the State has identified an amount which exceeds the appropriate Claim Over Offset Amount and/or that the State has not identified the correct Responsible Entity, the State shall be responsible for payment of the Escrow Agent's charges for establishing and maintaining the specific Disputed Claims Account in question; or (ii) if the J.C.C.P. 4041 Court finds, in response to a petition filed by the Responsible Entity or a member of the City/County Steering Committee, that the State has correctly identified the appropriate Claim Over Offset Amount and that the State has identified the correct Responsible Entity, those members of the City/County Steering Committee that filed the petition shall be responsible for payment of the Escrow Agent's charges for establishing and maintaining the specific Disputed Claims Account in question, and if the Responsible Entity filed the petition, the Responsible Entity shall be responsible for payment of the Escrow Agent's charges for establishing and maintaining the specific Disputed Claims Account in question. The Escrow Agent may, upon notice received from the State as to who is liable for the Escrow Agent's charges, deduct its charges from the amount due the State, the Responsible Entity, or those members of the City/County Steering Committee that filed the petition at the next distribution.
- F.** In the event of a conflict between Section 3.J and Section 4.C of this Agreement, the provisions of Section 4.C shall govern over the provisions of Section 3.J.
- G.** On the first Business Day after disbursing any funds from the California Account, the Escrow Agent shall deliver to the State a written statement showing the amount disbursed to the State and the amount disbursed to each Eligible City/Eligible County and the date of such transfer. As soon as practical after receipt of such information from the Escrow Agent, but in no event more than 24 hours after receipt of such information, or the next business day after receipt of such information, which ever is later, the State shall give notice to each City Designee and County Designee of which the State is aware, by sending by facsimile or other electronic transmission to each such City Designee and County Designee, a copy of the information the State has received from the Escrow Agent.
- H.** Any dispute(s) between the State and/or any California City and/or California County regarding this Agreement or the MOU, including any dispute as to the appropriate Claim Over Offset Amount, or the identity of the correct Responsible Entity, shall be submitted to, and shall continue to be under, the jurisdiction of the J.C.C.P. 4041 Court, as set forth in Section 2 of this Agreement.

**SECTION 5.
ATTORNEYS' FEES.**

As provided under the MOU, Private Outside Counsel for the Represented Cities and Counties will make their best efforts to obtain their fees and costs from the Original Participating Manufacturers as provided for in the MSA. Any attorneys' fees and costs obtained shall be credited against the amounts owed to Private Outside Counsel under their contingency fee agreements. To the extent, if any, that an arbitration award is insufficient to satisfy the outstanding contingency fee contracts, and to the extent, if any, private counsel seek to enforce such contracts, all Cities and Counties receiving "MOU Proportional Allocable Share" will share the risk that attorneys' fees and costs may be due and owing to Private Outside Counsel who prosecuted the tobacco actions on behalf of the Represented Cities and Represented Counties. By executing this Agreement, each City and County covenants and agrees that: (1) to the extent that any of the Represented Cities and Counties pay attorneys' fees to their Private Outside Counsel, in any year, to compensate Private Outside Counsel for work done in the Represented Cities' and Counties' suits against the Participating Manufacturers, the "MOU Proportional Allocable Share" to be paid to the Eligible Cities and Eligible Counties in that year (or as soon thereafter as possible) will be decreased by an offset equal to the "Proportional Share Percentage" of the sum of fees and costs paid by any Represented City or Represented County; (2) The amount of the offset shall be added to the settlement proceeds to be paid to the Represented City or County that made the private counsel fee payment, provided however, that no Represented City or County shall be subject to an offset for attorneys' fees or costs paid by any other Represented City or County to Private Outside Counsel. For the purpose of this paragraph, "Proportional Share Percentage" shall mean the allocation percentage of the total amount payable to California local governments (as determined by the allocation formula set forth in paragraph 3.J of Section 6 of the MOU calculated as of the year of the fee payment in question), multiplied by the amount of the fee payment made by the Represented City or County in question; (3) A separate offset will be calculated for and paid to each Represented City and County that makes a fee payment to private counsel in any given year; and (4) In the event that any Represented City or Represented County makes any payment under such contingency fee contracts, such Represented City and/or Represented County shall notify the State of the amount of such attorney fee payment. The State shall thereafter instruct the Escrow Agent to make all appropriate offsets and credits pursuant to this section.

**SECTION 6.
FAILURE OF ESCROW AGENT TO RECEIVE INSTRUCTIONS.**

The parties to this Agreement agree that in the event that the Escrow Agent fails to receive any written instructions contemplated by this Agreement, the Escrow Agent shall be fully protected in refraining from taking any action required under any Section of this Agreement.

**SECTION 7.
INVESTMENT OF CALIFORNIA ACCOUNT FUNDS BY
THE ESCROW AGENT.**

- A.** Notwithstanding the more permissive investments permitted in the National Escrow Agreement, the State shall instruct the Escrow Agent to invest and reinvest all amounts in the California Account in only the following:
- (1) Direct obligations of, or obligations the timely payment of principal and interest on which are fully and unconditionally guaranteed by, the United States of America or any agency thereof, maturing no more than one year after the date of acquisition thereof;
 - (2) Repurchase agreements fully collateralized by securities described in clause (1) above and with a counter party whose long-term debt securities are rated "AA" or higher by Standard & Poor's and "Aa" or higher by Moody's;
 - (3) Interest-bearing time or demand deposits with, or certificates of deposit maturing within 30 days of the acquisition thereof and issued by, any bank or trust company organized under the laws of the United States of America or of any of the 50 States thereof and having combined capital, surplus and undistributed profits in excess of \$500,000,000 whose long-term unsecured debt is rated "AA" or higher by Standard & Poor's and "Aa" or higher by Moody's;
 - (4) Commercial paper rated (on the date of acquisition thereof) at least A-1 and P-1 or equivalent by Standard & Poor's and Moody's, respectively, maturing not more than 180 days from the date of creation thereof; and
 - (5) Other investments specified by written instructions from all of the Original Participating Manufacturers, Settling States having Allocable Shares aggregating at least 66 2/3%, and the State.
- B.** Each reference herein to a rating from Standard & Poor's or Moody's shall be construed as an equivalent rating by another nationally recognized credit rating agency of similar standing if neither of such corporations is then in the business of rating debt, and if one (but not both) of Standard & Poor's and Moody's is not then in the business of rating debt, the rating from the corporation still in such business shall suffice for purposes of this Section 7.
- C.** The State shall further instruct the Escrow Agent that to the extent practicable, monies credited to the California Account shall be invested in such a manner so as to be available for use at the times specified in writing by the Independent Auditor as the times when monies are expected to be disbursed by the Escrow Agent and charged to such California Account. Obligations purchased as an investment of monies credited to the California Account shall be deemed at all times to be a part of such California Account and the income or interest earned, profits realized, or losses suffered with respect to such

investments (including, without limitation, any penalty for any liquidation of an investment required to fund a disbursement to be charged equally between the State and the Eligible Cities and Eligible Counties), shall be credited or charged to the California Account and shall be for the benefit of, or be borne by, each governmental entity entitled to payment from such California Account.

- D. In choosing among the investment options for the California Account described in subclauses (1) through (5) of this Section 7.A, the Escrow Agent shall comply with any instructions received from time to time from (i) the State and/or (ii) the State Investment Manager designated by the State pursuant to Section 10 of the Investment Management Agreement attached to the National Escrow Agreement. In the event of a conflict, instructions given pursuant to clause (i) of the preceding sentence shall govern over instructions given pursuant to clause (ii) of the preceding sentence. In the event of conflict, the Escrow Agent may seek confirmation from the designated State representative using established industry practices such as confirmation by phone or by facsimile or other electronic transmission. In the absence of such instructions or in the event of unresolved conflicting instructions, the Escrow Agent shall invest in accordance with subclause (1) of this Section 7.A.

- E. The parties to this Agreement agree that the Escrow Agent shall have the right to liquidate any investments held hereunder in order to provide the funds necessary to make required payments from the California Account under this Agreement. The State shall instruct the Escrow Agent that to the extent practicable the Escrow Agent shall equally distribute the liquidation between the State and the Eligible Cities/Eligible Counties. The Escrow Agent hereunder shall not have any liability for any loss sustained as a result of any investment made pursuant to instructions received hereunder or as a result of any liquidation of any investment prior to its maturity in order to make a payment required under this Agreement.

- F. The parties to this Agreement agree that the first Business Day after a liquidation has taken place, the Escrow Agent shall provide notice to the State of the amounts of the liquidation, the source of the liquidated securities, the current mark-to-market worth of the California Account, and the book value of the California Account. As soon as practical after receipt of such information from the Escrow Agent, but in no event more than 24 hours after receipt of such information, or the next business day after receipt of such information, which ever is later, the State shall give notice to each City Designee and County Designee of whom the State is aware, by sending by facsimile or other electronic transmission to each such City Designee and County Designee, a copy of the information the State has received from the Escrow Agent.

SECTION 8.
SUBSTITUTE FORM W-9; QUALIFIED SETTLEMENT FUND.

Pursuant to the National Escrow Agreement, the State and each Eligible City and each Eligible County shall provide, if it has not already done so, the Escrow Agent with a correct taxpayer identification number on a substitute Form W-9, or if it does not have such a number, a statement evidencing its status as an entity exempt from back-up withholding, within 30 days of the date of this Agreement (and, if it supplies a Form W-9, indicate thereon that it is not subject to backup withholding). A copy of the Form-W-9 is attached hereto as Appendix G. The Escrow established pursuant to the National Escrow Agreement and pursuant to this Agreement, is intended to be treated as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Escrow Agent shall comply with all applicable tax filing, payment and reporting requirements, including, without limitation, those imposed under Treas. Reg. § 1.468B made known to it by any Escrow Party or the Independent Auditor, and if requested to do so shall join in the making of the relation-back election under such regulation.

SECTION 9.
DUTIES AND LIABILITIES OF ESCROW AGENT.

- A. The parties to this Agreement agree that the Escrow Agent shall have no duty or obligation hereunder other than to take such specific actions as are required of it from time to time under the provisions of the National Escrow Agreement, and it shall incur no liability hereunder or in connection herewith for anything whatsoever other than any liability resulting from its own gross negligence or willful misconduct. The Escrow Agent shall not be bound in any way by any agreement or contract between the Participating Manufacturers and the State, or the State and any California local government units (whether or not the Escrow Agent has knowledge thereof) other than under the National Escrow Agreement, and the only duties and responsibilities of the Escrow Agent shall be the duties and obligations specifically set forth in the National Escrow Agreement.
- B. The parties to this Agreement agree that the Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice or instruction furnished to it hereunder appearing on its face to have been sent by a person entitled hereunder to deliver such notice and reasonably believed by the Escrow Agent to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. In the administration of the Escrow, the Escrow Agent may execute any of its powers and perform its duties hereunder directly or through agents or attorneys and may consult with counsel, accountants and other professional persons to be selected and retained by it.

- C. The parties to this Agreement agree that in the event that the Escrow Agent shall be uncertain as to its duties or rights, or shall receive instructions, claims or demands which, in its reasonable opinion, conflict with any instructions it has received from the State, the Escrow Agent shall be entitled to refrain from taking any action other than investment and reinvestment in accordance with Section 7 and its sole obligation shall be to keep safe and invest in accordance with Section 7 all property held in escrow until it shall be directed otherwise in writing by the State.

SECTION 10. NOTICES.

All notices or other communications to the State or to any City/County or to the City/County Steering Committee shall be given in writing (including, but not limited to, facsimile or other electronic transmission, telex, telecopy or similar writing). Notices or other communication provided by the State to individual Cities and individual Counties, or by individual Cities or Counties or by the City/County Steering Committee to the State via facsimile or other electronic transmission shall also be given via mail to the individual City Designees and County Designees or to the State at the address(es) to be provided to the State by the City Designees and County Designees or by the State to the City Designees and County Designees.

SECTION 11. INTENDED BENEFICIARIES; SUCCESSORS.

No persons or entities other than the State and the Cities and Counties are intended beneficiaries of this Agreement, and only the State and the Cities and Counties shall be entitled to enforce the terms of this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the State and the Cities and Counties and their successors.

SECTION 12. GOVERNING LAW.

After such time as all events and conditions set forth in Section 3.C of the National Escrow Agreement have been satisfied and the funds are released to the State (and by virtue of the MOU to the Cities and Counties), this Agreement shall be construed in accordance with and governed by the laws of California, without regard to the conflicts of law rules of California.

**SECTION 13.
AMENDMENTS.**

This Agreement may be amended only by written instrument executed by all of the parties hereto that would be affected by the amendment, including any affected City or County and the State. The waiver of any rights conferred hereunder shall be effective only if made in a written instrument executed by the waiving party. The waiver by any party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous to this Agreement, nor shall such waiver be deemed to be or construed as a waiver by any other party.

**SECTION 14.
COUNTERPARTS.**

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery by facsimile or other electronic transmission of a signed counterpart shall be deemed delivery for purposes of acknowledging acceptance hereof; however, one executed original Agreement must promptly thereafter be delivered to the State and another executed original must promptly thereafter be delivered to the Escrow Agent.

**SECTION 15.
CAPTIONS.**

The captions herein are included only for convenience of reference and shall be ignored in the construction and interpretation hereof.

**SECTION 16.
CONDITIONS TO EFFECTIVENESS.**

This Agreement shall become effective when the State and no fewer than four members of the City/County Steering Committee shall have signed a counterpart hereof and the J.C.C.P. 4041 Court has entered an order approving, and retaining continuing jurisdiction over this Agreement.

**SECTION 17.
ADDRESS FOR PAYMENT.**

The State, in conformance with the requirements of this Agreement, shall provide the Escrow Agent with written disbursement instructions, which shall include the address to which payment shall be sent to each Eligible City and Eligible County, so that when funds in the California Account are required to be disbursed pursuant to this Agreement, the Escrow Agent will be able to disburse such funds.

**SECTION 18.
REPORTING.**

The State shall instruct the Escrow Agent to submit a monthly report to the State detailing at minimum: all deposits, transfers, disbursements, and balances of the California Account, a mark-to-market valuation of the California Account, the book value of the California Account, the fees and expenses owed to the Escrow Agent, the transactions executed by the Escrow Agent, and copies of any directions received by the State Investment Manager. As soon as practical after receipt of such information from the Escrow Agent, but in no event more than 48 hours after receipt of such information, or the next business day after receipt of such information, which ever is later, the State shall give notice to each City Designee and County Designee of whom the State is aware, by sending by facsimile or other electronic transmission to each such City Designee and County Designee, a copy of the information the State has received from the Escrow Agent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of

_____, 2000.

[Signature Pages Follow.]

ESCROW AGREEMENT

This Escrow Agreement is entered into as of December 23, 1998 by the undersigned State officials (on behalf of their respective Settling States), the undersigned Participating Manufacturers and Citibank, N.A. as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, the Settling States and the Participating Manufacturers have entered into a settlement agreement entitled the "Master Settlement Agreement" (the "Agreement"); and

WHEREAS, the Agreement requires the Settling States and the Participating Manufacturers to enter into this Escrow Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Appointment of Escrow Agent.*

The Settling States and the Participating Manufacturers hereby appoint Citibank, N.A. to serve as Escrow Agent under this Agreement on the terms and conditions set forth herein, and the Escrow Agent, by its execution hereof, hereby accepts such appointment and agrees to perform the duties and obligations of the Escrow Agent set forth herein. The Settling States and the Participating Manufacturers agree that the Escrow Agent appointed under the terms of this Escrow Agreement shall be the Escrow Agent as defined in, and for all purposes of, the Agreement.

SECTION 2. *Definitions.*

(a) Capitalized terms used in this Escrow Agreement and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

(b) "Escrow Court" means the court of the State of New York to which the Agreement is presented for approval, or such other court as agreed to by the Original Participating Manufacturers and a majority of those Attorneys General who are both the Attorney General of a Settling State and a member of the NAAG executive committee at the time in question.

SECTION 3. *Escrow and Accounts.*

(a) All funds received by the Escrow Agent pursuant to the terms of the Agreement shall be held and disbursed in accordance with the terms of this Escrow Agreement. Such funds and any earnings thereon shall constitute the "Escrow" and shall be held by the Escrow Agent separate and apart from all other funds and accounts of the Escrow Agent, the Settling States and the Participating Manufacturers.

(b) The Escrow Agent shall allocate the Escrow among the following separate accounts (each an "Account" and collectively the "Accounts") in accordance with written instructions from the Independent Auditor:

Subsection VI(b) Account	794,783
Subsection VI(c) Account (First)	501
Subsection VI(c) Account (Subsequent)	25
Subsection VIII(b) Account	0
Subsection VIII(c) Account	0
Subsection IX(b) Account (First)	206
Subsection IX(b) Account (Subsequent)	0
Subsection IX(c)(1) Account	0
Subsection IX(c)(2) Account	0
Subsection IX(e) Account	0
Disputed Payments Account	0
State-Specific Accounts with respect to each Settling State in which State-Specific Finality occurs.	

(c) All amounts credited to an Account shall be retained in such Account until disbursed therefrom in accordance with the provisions of this Escrow Agreement pursuant to (i) written instructions from the Independent Auditor; or (ii) written instructions from all of the following: all of the Original Participating Manufacturers; all of the Subsequent Participating Manufacturers that contributed to such amounts in such Account; and all of the Settling States (collectively, the "Escrow Parties"). The Escrow Agent shall be entitled to rely upon the Independent Auditor's identification of the Settling States and the Subsequent Participating Manufacturers that contributed to any amounts in an Account. In the event of a conflict, instructions pursuant to clause (ii) shall govern over instructions pursuant to clause (i).

(d) On the first Business Day after each date identified to the Escrow Agent by the Independent Auditor in writing as a date upon which any payment is due under the Agreement, the Escrow Agent shall deliver to each other Notice Party a written statement showing the amount of such payment (or indicating that no payment was made, if such is the case), the source of such payment, the Account or Accounts to which such payment has been credited, and the payment instructions received by the Escrow Agent from the Independent Auditor with respect to such payment.

(e) The Escrow Agent shall comply with all payment instructions received from the Independent Auditor unless before 11:00 a.m. (New York City time) on the scheduled date of payment it receives written instructions to the contrary from all of the Escrow Parties, in which event it shall comply with such instructions.

(f) On the first Business Day after disbursing any funds from an Account, the Escrow Agent shall deliver to each other Notice Party a written statement showing the amount disbursed, the date of such disbursement and the payee of the disbursed funds.

SECTION 4. *Failure of Escrow Agent to Receive Instructions.*

In the event that the Escrow Agent fails to receive any written instructions contemplated by this Escrow Agreement, the Escrow Agent shall be fully protected in refraining from taking any action required under any section of this Escrow Agreement other than Section 5 until such written instructions are received by the Escrow Agent.

SECTION 5. *Investment of Funds by Escrow Agent.*

(a) The Escrow Agent shall invest and reinvest all amounts from time to time credited to the Accounts in either (i) direct obligations of, or obligations the timely payment of principal and interest on which are fully and unconditionally guaranteed by, the United States of America or any agency thereof, maturing no more than one year after the date of acquisition thereof; (ii) repurchase agreements fully collateralized by securities described in clause (i) above and with a counterparty whose long-term debt securities are rated "AA" or higher by Standard & Poor's and "Aa" or higher by Moody's; (iii) interest-bearing time or demand deposits with, or certificates of deposit maturing within 30 days of the acquisition thereof and issued by, any bank or trust company organized under the laws of the United States of America or of any of the 50 States thereof and having combined capital, surplus and undistributed profits in excess of \$500,000,000 whose long-term unsecured debt is rated "AA" or higher by Standard & Poor's and "Aa" or higher by Moody's; (iv) commercial paper rated (on the date of acquisition thereof) at least A-1 and P-1 or equivalent by Standard & Poor's and Moody's, respectively, maturing not more than 180 days from the date of creation thereof; (v) money market funds that invest solely in securities described in clause (i) above, so long as (x) such funds are rated Aaa by Moody's and AAAM by Standard & Poor's, (y) investment therein is on a short-term basis pending disbursement or further investment and (z) absent extraordinary circumstances no more than 5% of the Escrow is held in such funds; and (vi) other investments specified by written instructions from all of the Original Participating Manufacturers and Settling States having Allocable Shares aggregating at least 66-2/3%.

(b) Each reference herein to a rating from Standard & Poor's or Moody's shall be construed as an equivalent rating by another nationally recognized credit rating agency of similar standing if neither of such corporations is then in the business of rating debt and if one (but not both) of Standard & Poor's and Moody's is not then in the business of rating debt the required rating from the corporation still in such business shall suffice for purposes of this Section 5.

(c) To the extent practicable, monies credited to any Account shall be invested in such a manner so as to be available for use at the times specified by the Independent Auditor in writing as the times when monies are expected to be disbursed by the Escrow Agent and charged to such Account. Obligations purchased as an investment of monies credited to any Account shall be deemed at all times to be a part of such Account and the income or interest earned, profits realized or losses suffered with respect to such

investments (including, without limitation, any penalty for any liquidation of an investment required to fund a disbursement to be charged to such Account), shall be credited or charged, as the case may be, to, such Account and shall be for the benefit of, or be borne by, the person or entity entitled to payment from such Account.

(d) In choosing among the investment options described in subclauses (i) through (vi) of clause (a) of this Section 5 with respect to amounts credited to all Accounts that are not State-Specific Accounts, the Escrow Agent shall comply with any instructions received from time to time from (x) all of the Original Participating Manufacturers and Settling States having Allocable Shares aggregating at least 66-2/3% or (y) the Investment Manager specified in the Investment Management Agreement attached hereto as Appendix B (the "Investment Management Agreement") or any other investment manager designated by all of the Original Participating Manufacturers and Settling States having Allocable Shares aggregating at least 66-2/3% (the "Investment Manager"). In the event of a conflict, instruction given pursuant to clause (x) of the preceding sentence shall govern over instructions given pursuant to clause (y) of the preceding sentence. In the absence of such instructions, the Escrow Agent shall invest in accordance with subclause (i) of clause (a) of this Section 5.

(e) In choosing among the investment options described in subclauses (i) through (vi) of clause (a) of this Section 5 with respect to amounts credited to a State-Specific Account, the Escrow Agent shall comply with any instructions received from time to time from (x) the Settling State to which such State-Specific Account pertains or (y) the Investment Manager or any other investment manager designated by such Settling State pursuant to Section 10 of the Investment Management Agreement. In the event of a conflict, instruction given pursuant to clause (x) of the preceding sentence shall govern over instructions given pursuant to clause (y) of the preceding sentence. In the absence of such instructions, the Escrow Agent shall invest in accordance with subclause (i) of clause (a) of this Section 5.

(f) The Escrow Agent shall have the right to liquidate any investments held hereunder in order to provide funds necessary to make required payments from the appropriate Accounts under this Escrow Agreement. The Escrow Agent hereunder shall not have any liability for any loss sustained as a result of any investment made pursuant to the instructions of the parties hereto or as a result of any liquidation of any investment prior to its maturity in order to make a payment required under this Escrow Agreement.

SECTION 6. *Substitute Form W-9; Qualified Settlement Fund.*

Each signatory to this Escrow Agreement shall provide the Escrow Agent with a correct taxpayer identification number on a substitute Form W-9 or if it does not have such a number, a statement evidencing its status as an entity exempt from back-up withholding, within 30 days of the date hereof (and, if it supplies a Form W-9, indicate thereon that it is not subject to backup withholding). The escrow established pursuant to this Escrow Agreement is intended to be treated as a Qualified Settlement Fund for

federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Escrow Agent shall comply with all applicable tax filing, payment and reporting requirements, including, without limitation, those imposed under Treas. Reg. § 1.468B made known to it by any Escrow Party or the Independent Auditor, and if requested to do so shall join in the making of the relation-back election under such regulation.

SECTION 7. *Duties and Liabilities of Escrow Agent.*

(a) The Escrow Agent shall have no duty or obligation hereunder other than to take such specific actions as are required of it from time to time under the provisions of this Escrow Agreement, and it shall incur no liability hereunder or in connection herewith for anything whatsoever other than any liability resulting from its own gross negligence or willful misconduct. The Escrow Agent shall not be bound in any way by any agreement or contract between the Participating Manufacturers and the Settling States (whether or not the Escrow Agent has knowledge thereof) other than this Escrow Agreement, and the only duties and responsibilities of the Escrow Agent shall be the duties and obligations specifically set forth in this Escrow Agreement.

(b) The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice or instruction furnished to it hereunder appearing on its face to have been sent by a person entitled hereunder to deliver such notice and reasonably believed by the Escrow Agent to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. In the administration of the Escrow, the Escrow Agent may execute any of its powers and perform its duties hereunder directly or through agents or attorneys and may consult with counsel, accountants and other professional persons to be selected and retained by it. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its reasonable opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action other than investment and reinvestment in accordance with Section 5 and its sole obligation shall be to keep safely and invest in accordance with Section 5 all property held in escrow until it shall be directed otherwise in writing by all of the Escrow Parties or by a final order or judgment of a court of competent jurisdiction.

SECTION 8. *Indemnification of Escrow Agent.*

The Participating Manufacturers shall indemnify, hold harmless and defend the Escrow Agent from and against any and all losses, claims, liabilities and reasonable expenses, including the reasonable fees of its counsel, which it may suffer or incur in connection with the performance of its duties and obligations under this Escrow Agreement, except for those losses, claims, liabilities and expenses resulting solely and directly from its own gross negligence or willful misconduct. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable

for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits).

SECTION 9. *Resignation or Removal of Escrow Agent.*

The Escrow Agent may resign at any time by giving not less than ten Business Days' prior written notice thereof to the other Notice Parties and may be terminated at any time by not less than ten Business Days' prior written notice to the Escrow Agent from all of the Original Participating Manufacturers and Settling States having Allocable Shares aggregating at least 66-2/3%, but such resignation or termination shall not become effective until a successor Escrow Agent, selected by all of the Original Participating Manufacturers and Settling States having Allocable Shares aggregating at least 66-2/3%, shall have been appointed and shall have accepted such appointment in writing. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the resigning Escrow Agent within 90 days after the giving of such notice of resignation or termination, the resigning or terminated Escrow Agent may, at the expense of the Participating Manufacturers (to be shared according to their pro rata Market Shares), petition the Escrow Court for the appointment of a successor Escrow Agent.

SECTION 10. *Escrow Agent Fees and Expenses; Investment Manager Fees.*

The Participating Manufacturers shall pay to the Escrow Agent its fees as set forth in Appendix A hereto as amended from time to time by agreement of the Original Participating Manufacturers and the Escrow Agent. The Participating Manufacturers shall pay to the Escrow Agent its reasonable fees and expenses, including all reasonable expenses, charges, counsel fees, and other disbursements incurred by it or by its attorneys, agents and employees in the performance of its duties and obligations under this Escrow Agreement. Such fees and expenses shall be shared by the Participating Manufacturers according to their pro rata Market Shares. The fees of the Investment Manager shall be paid in accordance with Section 10 of the Investment Management Agreement.

SECTION 11. *Notices.*

All notices, written instructions or other communications to any party or other person hereunder shall be given in the same manner as, shall be given to or by the same person as, and shall be effective at the same time as provided in subsection XVIII(k) of the Agreement.

SECTION 12. *Setoff; Reimbursement.*

The Escrow Agent acknowledges that it shall not be entitled to set off against any funds in, or payable from, any Account to satisfy any liability of any Participating Manufacturer. Each Participating Manufacturer that pays more than its pro rata Market Share of any payment that is made by the Participating Manufacturers to the Escrow Agent pursuant to Section 8, 9 or 10 hereof shall be entitled to reimbursement of such

excess from the other Participating Manufacturers according to their pro rata Market Shares of such excess.

SECTION 13. *Intended Beneficiaries; Successors.*

(a) No persons or entities other than the Settling States, the Participating Manufacturers and the Escrow Agent are intended beneficiaries of this Escrow Agreement, and only the Settling States, the Participating Manufacturers and the Escrow Agent shall be entitled to enforce the terms of this Escrow Agreement. Pursuant to the Agreement, the Settling States have designated NAAG and the Foundation as recipients of certain payments; for all purposes of this Escrow Agreement, the Settling States shall be the beneficiaries of such payments entitled to enforce payment thereof. The provisions of this Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and, in the case of the Escrow Agent and Participating Manufacturers, their respective successors. Each reference herein to the Escrow Agent or to a Participating Manufacturer shall be construed as a reference to its successor, where applicable.

(b) Neither this Escrow Agreement nor any right or interest hereunder may be assigned in whole or in part by the Escrow Agent without the prior consent of all of the Escrow Parties.

SECTION 14. *Governing Law.*

This Escrow Agreement shall be construed in accordance with and governed by the laws of the State in which the Escrow Court is located, without regard to the conflicts of law rules of such state.

SECTION 15. *Jurisdiction and Venue.*

The parties hereto irrevocably and unconditionally submit to the continuing exclusive jurisdiction of the Escrow Court for purposes of any suit, action or proceeding seeking to interpret or enforce any provision of, or based on any right arising out of, this Escrow Agreement, and the parties hereto agree not to commence any such suit, action or proceeding except in the Escrow Court. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Escrow Court and hereby further irrevocably waive and agree not to plead or claim in the Escrow Court that any such suit, action or proceeding has been brought in an inconvenient forum.

SECTION 16. *Amendments.*

This Escrow Agreement may be amended only by written instrument executed by all of the parties hereto that would be affected by the amendment. The waiver of any rights conferred hereunder shall be effective only if made in a written instrument executed by the waiving party. The waiver by any party of any breach of this Escrow Agreement shall not be deemed to be or construed as a waiver of any other breach,

whether prior, subsequent or contemporaneous, of this Escrow Agreement, nor shall such waiver be deemed to be or construed as a waiver by any other party.

SECTION 17. *Counterparts.*

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery by facsimile of a signed counterpart shall be deemed delivery for purposes of acknowledging acceptance hereof; however, an original executed Escrow Agreement must promptly thereafter be delivered to each party.

SECTION 18. *Captions.*

The captions herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.

SECTION 19. *Conditions to Effectiveness.*

This Escrow Agreement shall become effective when each party hereto shall have signed a counterpart hereof and the Escrow Court has entered an order approving, and retaining continuing jurisdiction over, the Escrow Agreement.

SECTION 20. *Address for Payments.*

Whenever funds are under the terms of this Escrow Agreement required to be disbursed to a Settling State, a Participating Manufacturer, NAAG or the Foundation, the Escrow Agent shall disburse such funds by wire transfer to the account specified by such payee by written notice delivered to all Notice Parties in accordance with Section 11 hereof at least five Business Days prior to the date of payment. Whenever funds are under the terms of this Escrow Agreement required to be disbursed to any other person or entity, the Escrow Agent shall disburse such funds to such account as shall have been specified in writing by the Independent Auditor for such payment at least five Business Days prior to the date of payment.

SECTION 21. *Reporting.*

The Escrow Agent shall provide such information and reporting with respect to the escrow as the Independent Auditor may from time to time request.

SECTION 22. *Call-back Procedure.*

The Escrow Agent is authorized to seek confirmation of any written instructions received by it by telephone call-back to the person or persons at the sender of such instructions who is designated pursuant to subsection XVIII(k) of the Agreement to receive notice, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by

the Escrow Agent. The parties to this Escrow Agreement acknowledge that such security procedure is commercially reasonable.

SECTION 23. *Investment Management Agreement.*

The Investment Management Agreement attached hereto as Appendix B is hereby incorporated by reference and execution of this Escrow Agreement by any Escrow Party shall constitute its execution of such Investment Management Agreement.

· IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first hereinabove written.

APPENDIX A
(to Escrow Agreement)

FEE SCHEDULE FOR ESCROW SERVICES

First 12 months	\$250,000
Second 12 months	\$350,000
Each 12 months thereafter.....	\$100,000

PHILIP MORRIS INCORPORATED

By: Martin J. Barrington
Martin J. Barrington
General Counsel

Date: December 23, 1998

**BROWN & WILIAMSON TOBACCO
CORPORATION**

By: 
F. Anthony Bania
Vice President and General Counsel

Date: 12/23/98

LORILLARD TOBACCO COMPANY

By: Ronald S. Milstein
Ronald S. Milstein
General Counsel

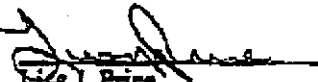
Date: 12/23/98

R.J. REYNOLDS TOBACCO COMPANY


By: Charles A. Blixt
Charles A. Blixt
Executive Vice President and
General Counsel

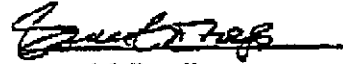
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CITIBANK, N.A.

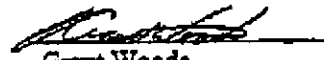
By: 
Lisa J. Price
Vice President

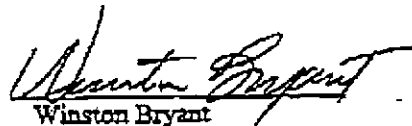
Date: 10/23/98

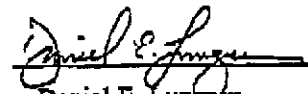

Bill Pryor
Attorney General of Alabama

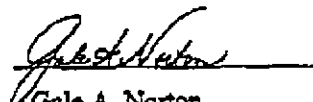

Bruce M. Botelho
Attorney General of Alaska



Toetagata Albert Mailo
Attorney General of American
Samoa



Grant Woods
Attorney General of Arizona

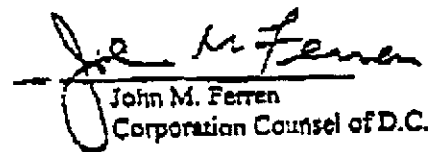

Winston Bryant
Attorney General of Arkansas

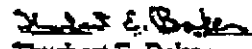

Daniel E. Lungren
Attorney General of California

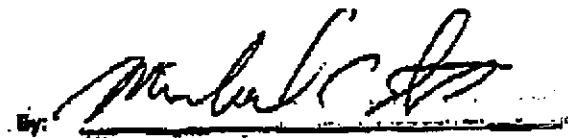

Gale A. Norton
Attorney General of Colorado

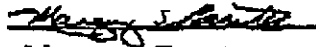

Richard Blumenthal
Attorney General of Connecticut



M. Jane Brady
Attorney General of Delaware


John M. Ferren
Corporation Counsel of D.C.



Thurbert E. Baker
Attorney General of Georgia

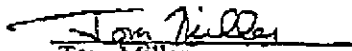

Michael C. Stern
Acting Attorney General of Guam

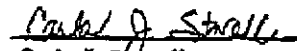

Margery S. Bronster
Attorney General of Hawaii



Alan G. Lance
Attorney General of Idaho



Jim Ryan
Attorney General of Illinois

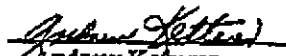

Jeffrey A. Modisett
Attorney General of Indiana

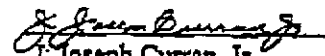

Tom Miller
Attorney General of Iowa



Carla J. Stovall
Attorney General of Kansas



A.B. "Ben" Chandler III
Attorney General of Kentucky



Richard P. Ieyoub
Attorney General of Louisiana



Andrew Kettner
Attorney General of Maine



J. Joseph Curran, Jr.
Attorney General of Maryland

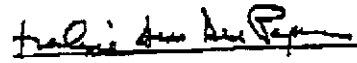

Scott Harshbarger
Attorney General of Massachusetts

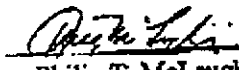

Frank J. Kelley
Attorney General of Michigan



Jeremiah W. Nixon
Attorney General of Missouri



Joseph P. Mazurek
Attorney General of Montana



Don Stenberg
Attorney General of Nebraska

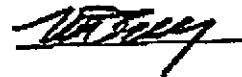

Frankio Sue Del Papa
Attorney General of Nevada

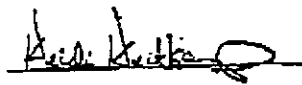

Philip T. McLaughlin
Attorney General of New Hampshire



Peter Verniero
Attorney General of New Jersey


Tom Udall
Attorney General of New Mexico


Dennis C. Vacco
Attorney General of New York


Michael F. Easley
Attorney General of North Carolina


Heidi Heitkamp
Attorney General of North Dakota


Maya B. Kara
Acting Attorney General of N.
Mariana Island

Betty D. Montgomery

Betty D. Montgomery
Attorney General of Ohio

W. A. Drew Edmondson

W. A. Drew Edmondson
Attorney General of Oklahoma

Hardy Myers

Hardy Myers
Attorney General of Oregon

Mike Fisher

D. Michael Fisher
Attorney General of Pennsylvania

José A. FUENTES - AGOSTINI

José A. Fuentes-Agostini
Attorney General of Puerto Rico

Jeffrey B. Pine

Jeffrey B. Pine
Attorney General of Rhode Island

Charlie Congdon

Charlie Congdon
Attorney General of South Carolina

Mark Barnett

Mark Barnett
Attorney General of South Dakota

John Knox Walkup

John Knox Walkup
Attorney General of Tennessee

Jan Graham

Jan Graham
Attorney General of Utah

William H. Sorrell

William H. Sorrell
Attorney General of Vermont

Julio A. Brady

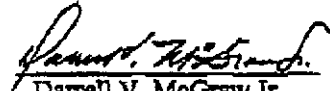
Julio A. Brady
Attorney General of Virgin Islands



Mark L. Earley
Attorney General of Virginia



Christine O. Gregoire
Attorney General of Washington



Darrell V. McGraw Jr.
Attorney General of West Virginia



James E. Doyle
Attorney General of Wisconsin



Gay Woodhouse
Attorney General of Wyoming



COMMONWEALTH of VIRGINIA

Office of the Attorney General
Richmond 23219

MARK L. EARLEY
Attorney General

800 East Main Street
Richmond, Virginia 23219
804-788-3271
804-371-8648 TDD

December 22, 1998

By Telefax: (202) 408-6999

Ms. Karen Cordy
National Association of Attorneys General
750 1st Street, N.E., Suite 1100
Washington, D.C. 20002

Re: Tobacco Settlement - Draft Escrow Agreement and Investment
Management Agreement

Dear Karen:

Pursuant to Laurie Loveland's December 20 letter (received December 21) forwarding copies of the draft Escrow Agreement and Investment Management Agreement, I have reviewed those agreements with our staff attorneys and enclose herewith the executed Authorization Form for electronic signature.

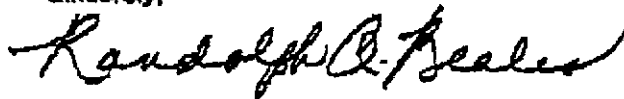
Because the Investment Management Agreement (Appendix B to the Escrow Agreement) was not previously an exhibit to the Master Settlement Agreement, I must note one potential problem that arises under Virginia law. To the extent that any provisions of the Investment Management Agreement (including, but not limited to, paragraphs 12 and 16) are found to constitute indemnification or hold-harmless agreements that waive the sovereign immunity of the Commonwealth of Virginia, they would be void and unenforceable as a matter of Virginia law. Only the General Assembly of Virginia can waive the Commonwealth's sovereign immunity.

I appreciate your and Laurie Loveland's taking the time to explain certain provisions of these agreements to my staff attorneys and your continued assistance in this complex transaction.

Ms. Karen Cordry
December 22, 1998
Page 2

In accordance with the instructions in the December 20 letter, the Attorney General has also executed the original signature block, and we are mailing that to you with the original of this letter.

Sincerely,



Randolph A. Beales
Chief Deputy Attorney General

2:6/263

cc: The Honorable Mark L. Earley, Attorney General
Ms. Laurie J. Loveland, NAAG
Ms. Judith Williams Jagdmann, Deputy Attorney General
Enclosures

JL/NAAG Letter

APPENDIX B
(to Escrow Agreement)

INVESTMENT MANAGEMENT AGREEMENT

This is an Investment Management Agreement (including Annexes I and II hereto, this "Agreement") made by and between Salomon Smith Barney Inc. (herein referred to as the "Manager") and the Escrow Parties (herein collectively referred to as the "Client") identified in an Escrow Agreement dated as of December 23, 1998 (the "Escrow Agreement"), to which this Agreement is an appendix. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Escrow Agreement.

1. The Manager will supervise and manage the investment of the Escrow established pursuant to the Escrow Agreement subject to the terms of the Escrow Agreement and to such limitations as the Client may impress upon Manager pursuant to paragraph 5 below. The Escrow Agent shall be the custodian to maintain possession of the Escrow and the Escrow Agent will not charge any custody fees over and above the Escrow Agent's fees for escrow services.
2. The Client hereby authorizes the Manager, at any time and from time-to-time, in connection with the performance of Manager's services hereunder, to issue instructions to any custodian of the Escrow or to any broker selected by the Manager for the sale, purchase or exchange of any securities or investments which the Manager may deem advisable in connection with the management of the Escrow. It is understood that brokers will be selected in accordance with the practices and procedures set forth in the Manager's response to item 12 of Part II of the Manager's Form ADV, as amended from time to time.
3. It is explicitly understood that any information or recommendations supplied by the Manager in connection with the performance of the Manager's obligations hereunder are to be regarded as confidential and for use only by the Client or such persons as the Client may designate in connection with the Escrow.
4. Nothing herein contained shall be construed to prevent the Manager or any of the Manager's affiliates and/or employees in any way from purchasing or selling any securities for the Manager's or its affiliates' and/or employees' own account(s) or for the account(s) of any other client, provided, however, that no such transaction shall violate any applicable law.
5. The Client hereby authorizes the Manager to manage the Escrow in accordance with Section 5 of the Escrow Agreement and the investment objectives and restrictions attached as Annex I hereto. With respect to any amounts credited to a State-Specific Account, the Investment Manager shall invest and reinvest all amounts credited to such Account in accordance with the law of the applicable Settling State to the extent such law

is inconsistent with Section 5 of the Escrow Agreement and is made known to it in writing by such Settling State. The Client may change these investment objectives and restrictions at any time and from time to time by a notice to the Manager signed by either (x) all of the Original Participating Manufacturers and Settling States having Allocable Shares aggregating at least 66-2/3%, with respect to Accounts other than State-Specific Accounts governed by a separate Investment Management Agreement entered into pursuant to Section 7 of this Agreement, or (y) the Settling State to which such Account pertains, with respect to a State-Specific Account that is governed by a separate Investment Management Agreement entered into pursuant to Section 7 of this Agreement. Such changes will be confirmed to the Client by the Manager in writing. The Manager will not be required to sell any securities that become impermissible investments as a result of such change unless the Client specifically directs the Manager to do so in a notice signed by the parties specified in clause (x) or (y) (as applicable) of the preceding sentence. The Manager will, however, use its reasonable efforts to notify the Client promptly when the Manager becomes aware of a downgrade which, had it been in effect at the time of purchase of the instrument, would have meant that the instrument would not have been a permissible investment under clause (a) of Section 5 of the Escrow Agreement and the Manager will promptly effect the disposition of the instrument following notice to the Client unless (a) otherwise instructed by a notice signed by the parties specified in clause (x) or (y) (as applicable) of the second preceding sentence, or (b) the Manager believes it is not in the best interest of Client to dispose of the instrument at such time.

6. The Manager will seek to achieve the investment objectives of the Escrow, but except for negligence or willful misconduct, neither the Manager nor any of the Manager's partners, officers, directors or employees shall be liable hereunder for any action performed or omitted to be performed, or for any errors of judgment in managing the investment of the assets of the Escrow. Nothing in this Agreement shall constitute a waiver or limitation of any right that the Client may have under the federal securities laws or any rules thereunder. The Manager will indemnify and hold harmless the Client from and against all loss, claims, liabilities and damages (including without limitation reasonable attorney's fees, but excluding any indirect, special or consequential damages), arising out of or resulting from the negligence or willful misconduct of the Manager and the Manager's partners, officers, directors and employees in connection with any action or failure to act relating to the Escrow.

7. The obligations of the parties under this Agreement shall commence when (a) this Agreement is signed by the Manager and (b) the Escrow Agreement is signed by all of the Settling States and Original Participating Manufacturers, and shall continue until canceled upon 10 days written notice as follows: Manager may terminate this Agreement upon not less than 10 days' written notice to client and each other Notice Party. Client may terminate this Agreement by delivery of written notice to Manager and each other Notice Party at least 10 days prior to the effective date of such termination or at any time prior to the Escrow Agreement becoming effective pursuant to Section 19 thereof (a) with respect to all Accounts that are not State-Specific Accounts, from all of the Original

Participating Manufacturers and Settling States having Allocable Shares aggregating at least 66-2/3%, and (b) with respect to a State Specific Account, from the Settling State to which such State-Specific Account pertains. Any notice of termination of Manager delivered pursuant to clause (b) of the preceding sentence shall designate a successor Manager, which shall be either The Chase Manhattan Bank or Bank of America, and the copy of such notice delivered to Notice Parties other than Settling States shall be accompanied by an executed investment management agreement between such Settling State, as Client, and such successor Manager in substantially the form of this Agreement. Manager shall cooperate in effecting a transition to any successor Manager. The Client may also terminate this Agreement without any penalty within five business days after the initial agreement date indicated below. The fees for the Manager's services set forth below shall accrue and be payable through the effective date of cancellation.

8. The Manager represents to the Client that the Manager is registered as an investment adviser under the Investment Advisers Act of 1940.

9. This Agreement shall not be assignable by the Manager without the consent of the Client. This Agreement represents the entire agreement between the parties with respect to the services described herein. Except as otherwise provided herein with respect to modifications that may be effected by notice from the Original Participating Manufacturers and Settling States having Allocable Shares aggregating at least 66-2/3%, this Agreement may be modified or amended only by written instrument executed by all of the parties hereto that would be affected by the modification or amendment. The waiver of any rights conferred hereunder shall be effective only if made in a written instrument executed by the waiving party. The waiver by any party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement, nor shall such waiver be deemed to be or construed as a waiver by any other party. This Agreement supersedes all previous agreements and understandings between the parties hereto with respect to the subject matter hereof.

10. The fees for the Manager's services hereunder are to be in accordance with the fee schedule attached as Annex II hereto, and the Independent Auditor is hereby authorized by the Client to direct the Escrow Agent to charge the Accounts for which Manager acts as Manager quarterly in arrears on the first business day of the following month with the amount of said fees. The fee schedule may be amended from time-to-time by mutual written agreement of the Manager and (x) all of the Original Participating Manufacturer and Settling States having Allocable Shares aggregating at least 66-2/3%, in the case of Accounts other than State-Specific Accounts governed by a separate Investment Management Agreement entered into pursuant to Section 7 of this Agreement, or (y) the Settling State to which such Account pertains, with respect to a State-Specific Account that is governed by a separate Investment Management Agreement entered into pursuant to Section 7 of this Agreement. Fees are computed on the average daily assets in the Escrow.

11. The Manager will notify the Client of any changes in the identity of the Manager's key investment personnel with responsibility for the services to be performed hereunder within a reasonable time after such change.

12. The authority of the Manager hereunder shall continue notwithstanding the Client's insolvency, bankruptcy or any legal disability and the Client agrees hereby to hold the Manager harmless (as and to the extent set forth in paragraph 16 hereof) from all liability, loss and expense arising as a consequence of any action taken or omitted to be taken by the Manager after any such event and prior to receipt of actual knowledge of such event. The Client hereby authorizes the Manager to accept and rely upon all instructions given on the Client's behalf by any person or entity the Manager reasonably believes to be the Client's authorized agent (agents) if such instructions are not inconsistent with the Escrow Agreement. All instructions will continue to be effective until canceled.

13. Any notices to be sent to the Client pursuant to this agreement shall be delivered to the Client in accordance with Section 11 of the Escrow Agreement, and any notices to be delivered to the Manager shall be addressed as follows:

Salomon Smith Barney Inc.
388 Greenwich Street
New York, New York 10013
Attn: John Hartigan, Managing Director
Michael Rosenbaum, General Counsel, Asset Management
Phone: (212) 816-6000
Fax: (212) 816-5338

14. The Client hereby agrees and acknowledges that the Manager may act on the Client's behalf even though the Manager or any of the Manager's affiliates may have a potential conflict of duty or interest in a transaction, provided that such conflict and the nature thereof is disclosed to the Client in Part II of Manager's Form ADV or otherwise in writing. This includes the fact that the Manager or one of the Manager's affiliates may: (a) provide brokerage services to other clients; (b) act as underwriter, dealer or placement agent with respect to securities; (c) invest on the Client's behalf in mutual or unit trust funds established, sponsored, advised or managed by the Manager or one of the Manager's affiliates; (d) act as a counterparty in currency exchange transactions; (e) act in the same transaction as agent for more than one client; or (f) have a material interest in an issue of securities. Manager earns fees and profits from the activities described in the previous sentence in addition to the fees charged to the Client for the Manager's services under this Agreement.

15. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law doctrines.

16. The Client shall, by allowance of a claim for set-off against the funds under management hereunder, indemnify, hold harmless and defend the Manager (ratably to the funds under management hereunder payable to it) from and against any and all losses, claims, liabilities and reasonable expenses, including the reasonable fees of its counsel, which it may suffer or incur in connection with the performance of its duties and obligations under this Agreement, except for those losses, claims, liabilities and expenses resulting solely and directly from its own negligence or willful misconduct. Anything in this Agreement to the contrary notwithstanding, in no event shall the Manager be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits). The provisions of this Section 16 shall survive termination of this Agreement.

17. The Manager shall have the right to cause the liquidation of any investments held under the Escrow Agreement in order to provide funds necessary to make payments required under the Escrow Agreement. The Manager shall not have any liability for any loss sustained as a result of any liquidation of any investment prior to its maturity in order to make a payment required under the Escrow Agreement.

18. By acceptance of this Agreement, the Client acknowledges receipt of Part II of the Manager's Form ADV.

MANAGER:

By: Patrick Lusk

Title: Managing Director

Date: 12/23/98

INVESTMENT GUIDELINES

ANNEX I TO APPENDIX B

- Investment Objectives:** To maximize current income to the extent consistent with the preservation of principal and the maintenance of liquidity.
- Risk Tolerance:** Low
- Time Horizon:** The weighted average duration of the total portfolio shall be consistent with the anticipated disbursement schedule under the Escrow Agreement.
- Permitted Investments:** As provided in Section 5 of the Escrow Agreement.
- Performance Benchmark:** To be agreed upon by Manager and Client.

ANNEX II TO APPENDIX B

**FEE SCHEDULE FOR
INVESTMENT MANAGEMENT SERVICES**

1.5 basis points per annum, payable quarterly in arrears based on average deposit balance for preceding quarter.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Coordination Proceeding Special Title (Rule) No. JCCP 4041
1550(b))
TOBACCO CASES I)
Including Actions:)
Cordova vs. Liggett Group, Inc.) San Diego Superior Court No. 651824
Davis vs. R.J. Reynolds Tobacco Co.) San Diego Superior Court No. 706458
County of Los Angeles vs. R.J. Reynolds Tobacco) San Diego Superior Court No. 707651
Co.)
People vs. Philip Morris, Inc.) San Francisco Superior Court No.
980864
People vs. Philip Morris, Inc.) Sacramento Superior Court No. 97AS
03031

RELEASE AND DISCHARGE OF CLAIMS

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1 WHEREAS the City/County of _____ (hereinafter the "Undersigned
2 City/County") wishes to receive its allocated share of settlement proceeds as provided for and set
3 forth in the Memorandum of Understanding ("MOU"), a copy of which is attached as Exhibit B to
4 the Consent Decree and Final Judgment agreed to by the State of California and various Participating
5 Manufacturers of Tobacco Products in the matter of People of the State of California, et al. v. Philip
6 Morris Inc., et al., Case No. J.C.C.P. 4041 (originally filed as Sacramento Superior Court Case No.
7 97 AS 03031), which Consent Decree and Final Judgment was entered by the Court on December
8 9, 1998 (a copy of which is attached as Exhibit B to the Agreement Regarding Interpretation of
9 Memorandum of Understanding), and incorporates within it as exhibit A thereto the Master
10 Settlement Agreement ("MSA") entered on November 23, 1998;

11 WHEREAS, the Attorney General of the State of California and representatives of a number
12 of California Counties and Cities entered into the MOU dated August 5, 1998, which allocates a
13 portion of settlement proceeds to certain California Cities and all California Counties that comply
14 with the terms of the MOU, by releasing all Released Claims such City or County may have
15 consistent with the extent of the State's Release, and dismissing any Released Claims from any
16 pending actions with prejudice;

17 WHEREAS, the State of California and certain Participating Manufacturers of Tobacco
18 Products entered into the MSA, the terms of which were approved by the Court by the entry of the
19 Consent Decree and Final Judgment;

20 WHEREAS, certain Cities and Counties within the State of California had, prior to
21 December 9, 1998, commenced litigation asserting various claims for monetary, equitable and
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1 injunctive relief against certain Participating Manufacturers and others as defendants,¹ and other
2 Cities or Counties that have not filed suit can potentially assert similar claims;

3 WHEREAS, the ability of each eligible City and County to share in its portion of the
4 settlement proceeds is conditioned upon a release executed by the eligible City and County of
5 tobacco related claims which is consistent with the extent of the State's release, and dismissal of any
6 Released Claims from any pending actions with prejudice;

7
8 WHEREAS, the Undersigned City/County has obtained any necessary approval to participate
9 in the settlement under the terms and conditions as memorialized in the MOU and the MSA executed
10 between the Attorney General of the State of California and the Participating Manufacturers; and

11
12 WHEREAS, in consideration for receiving its portion of the settlement proceeds as allocated
13 to Cities and Counties in the MOU, the Undersigned City/County executes this Release, consistent
14 with the terms of the MOU and the MSA;

15 NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

16
17 1. DEFINITIONS

18 As used herein, the following terms have the same meaning as and are defined the same as
19 they are defined in the Master Settlement Agreement and the Agreement Regarding Interpretation
20 of Memorandum of Understanding² unless specifically modified in this paragraph 1:
21
22

23
24 ¹ People of the State of California, et al., v. Philip Morris Inc., et al., No. 980864 (San
25 Francisco County Superior Court); The City and County of San Francisco, et al., v. Philip Morris
26 Inc., et al., No. C-96-2090-DLJ (N.D. Cal.); and County of Los Angeles v. R.J. Reynolds
27 Tobacco Co., et al., No. 707651 (San Diego Superior Court).

28 ² For the purposes of this Release, the meaning of terms appearing herein with initial
capitalized letters that are not specifically separately defined in this paragraph 1, have the same
definition as such term has in the Master Settlement Agreement or the Agreement Regarding
Interpretation of Memorandum of Understanding.

1 (a) The term "City/County" and variations thereon, as used herein means each individual
2 City and/or County which signs this Release and includes all past, present and future agencies,
3 districts, divisions and departments, as well as all past, present and future officers, directors,
4 employees, agents and attorneys of such executing City and/or County.
5

6 (b) The term "Master Settlement Agreement" or "MSA" means that document, including
7 exhibits thereto, which is attached as Exhibit A to the Consent Decree and Final Judgment entered
8 by the San Diego Superior Court on December 9, 1998, in People of the State of California, ex rel
9 Daniel E. Lungren, et al. v. Philip Morris Inc., et al., J.C.C.P. 4041 (originally filed as Sacramento
10 Superior Court No. 97 AS 30301), and includes any subsequent agreements with respect to
11 modifications of the MSA.
12

13 (c) The term "Original Participating Manufacturers" means the following: Brown &
14 Williamson Tobacco Corporation, Lorillard Tobacco Company, Philip Morris Incorporated and R.J.
15 Reynolds Tobacco Company, and the respective successors of each of the foregoing. Except as
16 expressly provided in the Master Settlement Agreement, once an entity becomes an Original
17 Participating Manufacturer, such entity shall permanently retain the status of Original Participating
18 Manufacturer.
19

20 (d) The term "Participating Manufacturer" means a Tobacco Product Manufacturer that
21 is or becomes a signatory to the MSA, provided that (1) in the case of a Tobacco Product
22 Manufacturer that is not an Original Participating Manufacturer, such Tobacco Product Manufacturer
23 is bound by the MSA and the Consent Decree (or, in any Settling State that does not permit
24 amendment of the Consent Decree, a consent decree containing terms identical to those set forth in
25 the Consent Decree) in all Settling States in which the MSA and the Consent Decree binds Original
26 Participating Manufacturers (provided, however, that such Tobacco Product Manufacturer need only
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1 become bound by the Consent Decree in those Settling States in which the Settling State has filed
2 a Released Claim against it), and (2) in the case of a Tobacco Product Manufacturer that signs the
3 MSA after the MSA Execution Date, such Tobacco Product Manufacturer, within a reasonable
4 period of time after signing the MSA, makes any payments (including interest thereon at the Prime
5 Rate) that it would have been obligated to make in the intervening period had it been a signatory as
6 of November 23, 1998. "Participating Manufacturer" shall also include the successor of a
7 Participating Manufacturer. Except as expressly provided in the MSA, once an entity becomes a
8 Participating Manufacturer such entity shall permanently retain the status of Participating
9 Manufacturer.
10

11
12 (e) The term "Released Claims" means: (1) for conduct, acts or omissions occurring prior
13 to November 23, 1998 (including any damages incurred in the future arising from such past conduct,
14 acts or omissions), those Claims directly or indirectly based on, arising out of or in any way related,
15 in whole or in part, to (A) the use, sale, distribution, manufacture, development, advertising,
16 marketing or health effects of, (B) the exposure to, or (C) research, statements or warnings regarding
17 Tobacco Products (including, but not limited to, the Claims asserted in the actions identified in
18 footnote 1 of this Release, or any comparable Claims that were, could be or could have been asserted
19 now or in the future in those actions or in any comparable action in federal, state or local court
20 (whether or not the Undersigned City/County has brought such action)), except for claims for
21 outstanding liability under existing licensing (or similar) fee laws or existing tax laws (but not
22 excepting claims for any tax liability of the Tobacco-Related Organizations or of any Released Party
23 with respect to such Tobacco-Related Organizations, which claims are covered by the release and
24 covenants set forth in the MSA); (2) for conduct, acts or omissions occurring after November 23,
25 1998, only those monetary Claims directly or indirectly based on, arising out of or in any way related
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1 to, in whole or in part, the use of or exposure to Tobacco Products manufactured in the ordinary
2 course of business, including, without limitation, any future Claims for reimbursement of health care
3 costs allegedly associated with the use of or exposure to Tobacco Products.

4 (g) The term "Released Parties" means all Participating Manufacturers and their past,
5 present and future Affiliates, divisions, officers, directors, employees, representatives, insurers,
6 lenders, underwriters, Tobacco-Related Organizations, trade associations, suppliers, agents, auditors,
7 advertising agencies, public relations entities, attorneys, retailers and distributors of any Participating
8 Manufacturer (and the predecessors, heirs, executors, administrators, successors and assigns of each
9 of the foregoing). Provided, however, that "Released Parties" does not include any person or entity
10 (including, but not limited to, an Affiliate) that is itself a Non-Participating Manufacturer at any time
11 after November 23, 1998, unless such person or entity becomes a Participating Manufacturer.
12

13 (f) The term "Represented City," "Represented County" and/or "Represented Cities and
14 Counties" means individually or collectively, the City and County of San Francisco, the Cities of
15 Los Angeles, San Diego and San Jose, and the Counties of Alameda, Contra Costa, Marin,
16 Monterey, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Joaquin, San Luis
17 Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta and Ventura who executed
18 contingency fee contracts with private outside counsel to prosecute tobacco-related claims, and the
19 County of Los Angeles who executed a separate contingent fee contract with private outside counsel
20 to prosecute tobacco-related claims.
21

22 2. Upon the occurrence of State-Specific Finality in California, and the entry of a
23 dismissal with prejudice in People of the State of California, et al. v. Philip Morris Inc., et al., No.
24 980864 (San Francisco County Superior Court), City and County of San Francisco, et al. v. Philip
25 Morris Inc., et al., No. C-96-2090-DLJ (N.D. Cal.) and County of Los Angeles, et al. v. R.J.
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1 Reynolds Tobacco Co., et al., No. 707651 (San Diego County Superior Court), the Undersigned
2 City/County shall absolutely and unconditionally release and forever discharge all Released Parties
3 from all Released Claims that the Undersigned directly, indirectly, derivatively or in any other
4 capacity ever had, now has, or hereafter can, shall or may have.
5

6 3. This Release and Discharge of Claims shall not apply to, and shall be of no force or
7 effect as against, any Participating Manufacturer which is a signatory to the MSA or as to or against
8 the Undersigned City/County if, for any reason whatsoever, State Specific Finality does not occur
9 in California or the provisions of the MSA or the Consent Decree and Final Judgment entered in the
10 matter of People of the State of California, et al. v. Philip Morris, Inc., et al., Case No. J.C.C.P. 4041
11 (originally filed as Sacramento Superior Court Case No. 97 AS 03031) are reversed.
12

13 4. The Undersigned City/County covenants and agrees that it shall not after the
14 occurrence of State-Specific Finality in California sue or seek to establish civil liability against any
15 Released Party based, in whole or in part, upon any of the Released Claims, and further agrees that
16 such covenant and agreement shall be a complete defense to any such civil action or proceeding.
17

18 5. The Undersigned City/County covenants and agrees that, if a Released Claim brought
19 by the Undersigned City/County against any person or entity that is not a Released Party (a "non-
20 Released Party"), or against any retailer, supplier or distributor who is a Released Party, but who is
21 not released from a Released Claim because of the operation of paragraph 9 below (hereinafter a
22 "non-Released Retailer"), results in or in any way gives rise to a claim-over (e.g., a cross-complaint;
23 on any theory whatever other than a claim based on an express written indemnity agreement) by such
24 non-Released Party or non-Released Retailer against any Released Party (and the Attorney General
25 gives notice to the undersigned and to Milberg Weiss Bershad Hynes & Lerach LLP ("Milberg
26 Weiss"), the City and County of San Francisco, Leiff Cabraser Heiman & Bernstein ("LCHB") and
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1 Robinson, Calcagnie & Robinson ("Robinson") within 30 days of the service of such claim-over and
2 prior to entry into any settlement of such claim-over), the Undersigned City/County:

3 (a) shall reduce or credit against any judgment or settlement it may obtain against
4 such non-Released Party or non-Released Retailer the full amount of any judgment or settlement
5 such non-Released Party or non-Released Retailer may obtain against the Released Party on such
6 claim-over (e.g., if the amount obtained on the claim-over against the Released Party by the non-
7 Released Party or non-Released Retailer is equal to the amount of the settlement or judgment the
8 Undersigned City/County obtains against the non-Released Party or non-Released Retailer, the
9 City/County shall receive no payment on its settlement or judgment since the full amount of such
10 settlement or judgment shall be reduced by the amount obtained on the claim-over against the
11 Released Party by the non-Released Party or non-Released Retailer); and

12 (b) shall, as part of any settlement with such non-Released Party or non-Released
13 Retailer, obtain from such non-Released Party or non-Released Retailer for the benefit of such
14 Released Party a satisfaction in full of such non-Released Party's or non-Released Retailer's
15 judgment or settlement against the Released Party.

16 6. The Undersigned City/County further agrees that in the event that the provisions of
17 paragraph 5 do not fully eliminate any and all liability of any Original Participating Manufacturer
18 (or of any person or entity that is a Released Party by virtue of its relation to any Original
19 Participating Manufacturer) with respect to claims-over (on any theory whatever other than a claim
20 based on an express written indemnity agreement) by any non-Released Party or non-Released
21 Retailer to recover in whole or in part any liability (whether direct or indirect, or whether by way of
22 settlement judgment or otherwise), of such non-Released Party or non-Released Retailer to the
23 Undersigned City/County arising out of any Released Claim, (to the extent that the Attorney General
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1 has given notice to the undersigned and to Milberg Weiss, the City and County of San Francisco,
2 LCHB and Robinson within 30 days of the service of such claim-over and prior to entry into any
3 settlement of such claim-over), such Original Participating Manufacturer shall receive a continuing
4 dollar-for-dollar offset for any amounts paid by such Original Participating Manufacturer (or by any
5 person or entity that is a Released Party by virtue of its relation to such Original Participating
6 Manufacturer) on any such claim-over liability as against the payment the Original Participating
7 Manufacturer is to make pursuant to the MSA (determined as described in step "E" of clause
8 "Seventh" of §IX(j) of the MSA) up to the full amount of such Original Participating Manufacturer's
9 share of the MSA Allocated Payment each year, until all such amounts paid on such claim-over
10 liability have been offset. The Undersigned City's/County's MOU Proportional Allocable Share shall
11 likewise be reduced dollar-for-dollar until the full claim-over amount of the Original Participating
12 Manufacturer's offset has been deducted from the MOU Proportional Allocable Share owing to the
13 Undersigned City/County. The amount deducted from the MOU share owing to the Undersigned
14 City/County will be distributed, pursuant to the terms of the MOU, 50% to the State and 50% to the
15 other cities and counties which did not bring the original action against the non-Released Party or
16 non-Released Retailers which gave rise to the claim-over.
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20 7. The Undersigned City/County does not purport to waive or release any claims on
21 behalf of Indian tribes.

22 8. The Undersigned City/County does not waive or release any criminal liability based
23 on federal, state or local law.

24 9. Notwithstanding the foregoing (and the definition of Released Parties), this release
25 and covenant shall not apply to retailers, suppliers or distributors to the extent of any liability arising
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1 from the sale or distribution of Tobacco Products of, or the supply of component parts of Tobacco
2 Products to, any non-Released Party.

3 10. As provided under the MOU, Private Outside Counsel for the Represented Cities and
4 Counties will make their best efforts to obtain their fees and costs from the Original Participating
5 Manufacturers as provided for in the MSA. Any attorneys fees and costs obtained shall be credited
6 against the amounts owed Private Outside Counsel under their contingency fee agreements. To the
7 extent, if any, that the arbitration award is insufficient to satisfy the outstanding contingency fee
8 contracts, and to the extent, if any, private counsel seek to enforce such contracts, all cities and
9 counties receiving an allocated share of settlement proceeds pursuant to the MOU will share the risk
10 that attorneys fees and costs may be due and owing to Private Outside Counsel who prosecuted the
11 tobacco actions identified in footnote 1 herein. Accordingly, the Undersigned City/County, as well
12 as every other non-litigating County covenants and agrees that, to the extent that any of the
13 Represented Cities and Counties pay attorney's fees to their Private Outside Counsel, in any year,
14 to compensate Private Outside Counsel for work done in the Cities' and Counties' suits against the
15 Participating Manufacturers, the settlement proceeds to be paid to the Undersigned City/County in
16 that year (or as soon thereafter as possible) will be decreased by an offset equal to the Undersigned
17 City's/County's "Proportional Share Percentage" of the sum of fees and costs paid by any
18 Represented City or County. The amount of the offset shall be added to the settlement proceeds to
19 be paid to the Represented City or County that made the private counsel fee payment, provided
20 however, that no Represented City or County shall be subject to an offset for attorneys' fees or costs
21 paid by any other Represented City or County to Private Outside Counsel. For the purpose of this
22 paragraph, "Proportional Share Percentage" shall mean the Undersigned City's/County's allocation
23 percentage of the total amount payable to California local governments (as determined by the
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1 allocation formula set forth in the MOU, calculated as of the year of the fee payment in question),
2 multiplied by the amount of the fee payment made by the Represented City or County in question.
3 A separate offset will be calculated for and paid to each Represented City and County that makes
4 a fee payment to private counsel in any given year.

5 11. Except as otherwise stated herein, notwithstanding any provision of law, statutory or
6 otherwise, which provides that a general release does not extend to claims which the creditor does
7 not know or suspect to exist in its favor at the time of executing the release, which if known by it
8 must have materially affected its settlement with the debtor, the releases set forth herein release all
9 Released Claims against the Released Parties, whether known or unknown, foreseen or unforeseen,
10 suspected or unsuspected, that the Undersigned City/County may have against the Released Parties,
11 and the Undersigned City/County understands and acknowledges the significance and consequences
12 of waiver of any such provision and hereby assumes full responsibility for any injuries, damages or
13 losses that the Undersigned City/County may incur.

14 DATED: _____

15 CITY/COUNTY OF _____

16 BY: _____

Appendix E

MODEL RESOLUTION BY CITY COUNCIL

**A RESOLUTION AUTHORIZING WITHDRAWAL AND ACCEPTANCE OF
TOBACCO SETTLEMENT MONIES PURSUANT TO THE
MEMORANDUM OF UNDERSTANDING**

WHEREAS the Attorney General of the State of California and representatives of a number of California Counties and Cities entered into a Memorandum of Understanding (“MOU”), which allocates a portion of settlement proceeds stemming from litigation against various manufacturers of tobacco products;

WHEREAS the City of _____ (hereinafter “the City”) wishes to receive its allocated share of settlement proceeds as provided for and set forth in the MOU;

WHEREAS the City has obtained any necessary approval to participate in the settlement under the terms and conditions memorialized in the MOU; and

WHEREAS the City has, in consideration for receiving its portion of the settlement proceeds as allocated to Cities and Counties in the MOU, executed the Agreement Regarding Interpretation of MOU and the Release, approved by the J.C.C.P. 4041 Court;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the acceptance and deposit of the City’s portion of the settlement proceeds as allocated to Cities and Counties in the MOU.

BE IT FURTHER RESOLVED, that the City Council does hereby authorize the verification by the Office of the Attorney General of all banking information provided to effectuate the acceptance of the settlement proceeds.

///

///

BE IT FURTHER RESOLVED, that the following officers or their successors in office shall be authorized to direct the transfer of the City's settlement funds on behalf the City:

_____	_____	_____
(NAME)	(NAME)	(NAME)
_____	_____	_____
(TITLE)	(TITLE)	(TITLE)
_____	_____	_____
(SIGNATURE)	(SIGNATURE)	(SIGNATURE)

BE IT FURTHER RESOLVED, that all notices from the Office of the Attorney General to the City regarding tobacco settlement funds shall be sent to following person/agency:

Name of Person/Agency: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

PASSED AND ADOPTED, by the City Council of the City of _____,
County of _____, State of California, this ____ day of _____, ____.

Appendix E

MODEL RESOLUTION BY COUNTY BOARD OF SUPERVISORS

**A RESOLUTION AUTHORIZING WITHDRAWAL AND ACCEPTANCE OF
TOBACCO SETTLEMENT MONIES PURSUANT TO THE
MEMORANDUM OF UNDERSTANDING**

WHEREAS the Attorney General of the State of California and representatives of a number of California Counties and Cities entered into a Memorandum of Understanding (“MOU”), which allocates a portion of settlement proceeds stemming from the litigation against various manufacturers of tobacco products;

WHEREAS the County of _____ (hereinafter “the County”) wishes to receive its allocated share of settlement proceeds as provided for and set forth in the MOU;

WHEREAS the County has obtained any necessary approval to participate in the settlement under the terms and conditions memorialized in the MOU; and

WHEREAS in consideration for receiving its portion of the settlement proceeds as allocated to Cities and Counties in the MOU, the County has executed the Agreement Regarding Interpretation of MOU and the Release, approved by the J.C.C.P. 4041 Court;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby authorize the acceptance and deposit of the County’s portion of the settlement proceeds as allocated to Cities and Counties in the MOU.

BE IT FURTHER RESOLVED, that the Board of Supervisors does hereby authorize the verification by the Office of the Attorney General of all banking information provided to effectuate the acceptance of the settlement proceeds.

///

///

BE IT FURTHER RESOLVED, that the following officers or their successors in office shall be authorized to direct the transfer of the County's settlement funds on behalf the County:

_____	_____	_____
(NAME)	(NAME)	(NAME)
_____	_____	_____
(TITLE)	(TITLE)	(TITLE)
_____	_____	_____
(SIGNATURE)	(SIGNATURE)	(SIGNATURE)

BE IT FURTHER RESOLVED, that all notices from the Office of the Attorney General to the County regarding tobacco settlement funds shall be sent to following person/agency:

Name of Person/Agency: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

PASSED AND ADOPTED, by the Board of Supervisors of the County of _____, State of California, this ____ day of _____, ____.

Appendix F
Transfer Instructions

CALIFORNIA ACCOUNT - TOBACCO SETTLEMENT FUND
Wiring Instructions Information Form

Please complete this form and mail to the Office of the Attorney General, Tobacco Litigation Section, P.O. BOX 944255, Sacramento, CA 94244-2550

CITY/COUNTY NAME

BANK ROUTING INFORMATION

Bank Name : _____

Bank ABA Routing #: _____

Bank Account #: _____

Bank Account Name: _____

Bank Address: _____

Bank Branch #: _____

Bank Telephone #: _____ **Bank Fax #:** _____

Bank Contact Person, Title, Telephone # and E-mail Address: _____

AUTHORIZED SIGNATURES

(Signatures of two of three designated city/county officers are required)

Typed or Printed Name

Typed or Printed Name

Signature

Signature

Date: _____

Date: _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.) _____

Business name, if different from above. (See **Specific Instructions** on page 2.) _____

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ _____

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

List account number(s) here (optional) _____

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature ▶ _____ Date ▶ _____

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole Proprietor.—You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

Other Entities.—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How To Get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5** from your local Social Security Administration office. Get **Form W-7** to apply for an ITIN or **Form SS-4** to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ¹
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



Appendix H

Address for Agreement Section 1.B.(9) Documents

One executed original	Model Release,
One executed original	Agreement Regarding Interpretation of Memorandum of Understanding,
One executed original	Authorization and Designation of City/County Designees
One executed original	Transfer Instructions, and
One executed original	Form W-9

Are to be sent to the State at the following address by each City and each County:

**Tobacco Litigation Section
Local Escrow Implementation
Office of the Attorney General
PO Box 944255
Sacramento CA 94244-2550**

APPENDIX "I"
(MODEL ESCROW INSTRUCTIONS)

At such time as all events and conditions set forth in Section 3.C of the National Escrow Agreement have been satisfied and the Escrow Agent is notified to release the escrow funds to the States, the Escrow Agent shall disburse all funds held in the "California Account"¹ as follows:

1. All funds allocated to the California Account shall be credited to the following governmental entities in the following percentages:

(a) 50% of the funds allocated to the California Account at the time of release shall be credited to the State of California ("hereinafter the "State").

(b) The remaining funds allocated to the California Account at the time of release shall be credited to the Cities and Counties in the MOU Proportional Allocable Shares indicated in the following chart:

<u>City/County</u>	<u>MOU Proportional Allocable Share</u>
County of Alameda	0.038684912
County of Alpine	0.000033659
County of Amador	0.000908437
County of Butte	0.005507657
County of Calaveras	0.000967681
County of Colusa	0.000492187

¹All terms herein have the same meaning as, and are defined the same as they are defined in the California State Escrow Agreement. All definitions contained in the California State Escrow Agreement are incorporated by reference herein in these instructions

County of Contra Costa	0.024306394
County of Del Norte	0.000709475
County of El Dorado	0.003810330
County of Fresno	0.020186175
County of Glenn	0.000749939
County of Humboldt	0.003602356
County of Imperial	0.003305532
County of Inyo	0.000552852
County of Kern	0.016435785
County of Kings	0.003068617
County of Lake	0.001531178
County of Lassen	0.000834616
County of Los Angeles	0.268039045
City of Los Angeles	0.025000000
County of Madera	0.002664010
County of Marin	0.006958543
County of Mariposa	0.000432520
County of Mendocino	0.002429787
County of Merced	0.005395248
County of Modoc	0.000292681
County of Mono	0.000301088
County of Monterey	0.010755839
County of Napa	0.003349746
County of Nevada	0.002374293
County of Orange	0.072899828
County of Placer	0.005225682
County of Plumas	0.000596945
County of Riverside	0.035395529
County of Sacramento	0.031488456

County of San Benito	0.001109788
County of San Bernardino	0.042894526
County of San Diego	0.075544785
City of San Diego	0.025000000
City and County of San Francisco	0.046893906
County of San Joaquin	0.014535111
County of San Luis Obispo	0.006567395
County of County of San Mateo	0.019645843
County of Santa Barbara	0.011177653
County of Santa Clara	0.045289595
City of San Jose	0.025000000
County of Santa Cruz	0.006947596
County of Shasta	0.004446650
County of Sierra	0.000100343
County of Siskiyou	0.001316461
County of Solano	0.010294983
County of Sonoma	0.011740576
County of Stanislaus	0.011205295
County of Sutter	0.001948033
County of Tehama	0.001500755
County of Trinity	0.000395050
County of Tulare	0.009433088
County of Tuolumne	0.001465402
County of Ventura	0.020232324
County of Yolo	0.004266892
County of Yuba	0.001760926

1.000000

2. The amounts credited to the State and to the Cities and Counties pursuant to Section 1 above shall be transferred by wire transfer as follows:

(a) The amount credited to the State shall be wire transferred to the "California State General Fund."

(b) If the State has notified the Escrow Agent that a City or County has attained the status of Eligible City and/or Eligible County, all amounts credited to such Eligible City and/or Eligible County shall be wire transferred to the accounts specified by such Eligible Cities and/or Eligible Counties in the "Transfer Instructions" submitted to the Escrow Agent pursuant to section ___ of the "California State Escrow Agreement" (modeled after section 1.B.(9)(d) of the "Agreement Regarding Interpretation of Memorandum of Understanding").

(c) If the State has not notified the Escrow Agent that a City or County has attained the status of Eligible City and/or Eligible County, all amounts credited to such City and/or County shall be transferred to the "City/County Account" established pursuant to section ___ of the "California State Escrow Agreement" (modeled after section 4.B.(2)(ii) of the "Agreement Regarding Interpretation of Memorandum of Understanding"), and held by the Escrow Agent (along with any earnings thereon), separate and apart from all other funds and accounts of the Escrow Agent, the State, the Eligible Cities, Eligible Counties and the Participating Manufacturers until the Escrow Agent receives further instructions pursuant to section ___ of the California State Escrow Agreement (modeled after section 4.B.(2)(ii) of the "Agreement Regarding Interpretation of Memorandum of Understanding").

Appendix J

Mathematical Example: State as Responsible Entity Offset Recouped in One Year

Assumptions: An annual payment of \$1,000 is due to be released to the California Account. However, an Original Participating Manufacturer claims an offset of \$100 against this payment, because of a judgment obtained by the State on a released claim. The California Account therefore receives a payment of only \$900. All Cities and Counties are Eligible Cities/Counties.

Instructions: Absent other instructions, the Escrow Agent would normally divide this amount by giving \$450 to the State and \$450 to the Cities and Counties. However, pursuant to section 4.C.(2)(a)(i) of this Agreement, the State notifies the Escrow Agent and the City/County Steering Committee that the \$100 offset has occurred and that the State is the Responsible Party. The State instructs the Escrow Agent to deduct one-half of the amount of the offset (or \$50) from the State's share, and credit that amount to the City and County share. The Escrow Agent therefore transmits \$400 to the State and transmits the remaining \$500 to the Cities and Counties, pursuant to their MOU Proportional Allocable Shares. Thus all parties are returned to the same position that they would have been in if the offset had not occurred.

Appendix K

Mathematical Example:
City / County as Responsible Entity
Offset Recouped in One Year

Assumptions: An annual payment of \$1,000 is due to be released to the California Account. However, an Original Participating Manufacturer claims an offset of \$10 against this payment, because of a judgment obtained by the City and County of San Francisco on a released claim. The California Account therefore receives a payment of only \$990. Based on the 1990 Official United States Decennial Census, San Francisco's MOU Proportional Allocable Share is equal to 4.6893906% of the total money to be split among the Cities and Counties. All Cities and Counties are Eligible Cities/Counties.

Instructions: Absent other instructions, the Escrow Agent would normally divide the \$990 payment by giving \$495 to the State and \$495 to the Cities and Counties. However, pursuant to section 4.C.(2)(a)(ii) of this Agreement, the State notifies the Escrow Agent and the City/County Steering Committee that the \$10 offset has occurred and that San Francisco is the Responsible Entity. The State instructs the Escrow Agent to deduct one-half of the amount of the offset (or \$5) from the City/County share and credit that amount to the State share. The Escrow Agent therefore transmits \$500 to the State and divides the remaining \$490 among the Cities and Counties. The State further instructs the Escrow Agent to deduct the full amount of the offset (\$10) from the amount that would normally be paid to San Francisco pursuant to its MOU Proportional Allocable Share, and to redistribute this amount to all Cities and Counties (including San Francisco) pursuant to their MOU Proportional Allocable Shares. This is demonstrated graphically as follows:

Step 1: Divide California Payment 50/50 between the State and the Cities and Counties.

$$(a) \quad \$990 / 2 = \$495 \text{ (State Share)}$$
$$\$495 \text{ (City/County Share)}$$

Step 2: Calculate the Base MOU Proportional Allocable Shares of the Cities and Counties ("City/County Base MPAS") by multiplying the City/County Share by the MOU Proportional Allocable Share percentages ("MPAS%").

- (a) City/County Share x MPAS% = City/County Base MPAS
- (b) Repeat for each City and County
- (c) San Francisco's Base MPAS is: $\$495 \times .046893906 = \23.21248347

Step 3: Deduct ½ of the offset amount from the Responsible Entity's Base MPAS and adjust the State Share by adding this amount to the State Share.

(a) $\text{State Share} + (\text{Offset Amount} / 2) = \text{Adjusted State Share}$

(b) Under this example, the Adjusted State Share is:
 $\$495 + (\$10 / 2) = \$500$

(c) San Francisco's Adjusted Base MPAS is:
 $\$23.21248347 - \$5 = \$18.21248347$

Step 4: Deduct the remaining ½ of the offset amount from the Responsible Entity's Base MPAS and adjust the Cities' and Counties' Base MPAS by adding their MPAS% of this amount to their respective Base MPAS.

(a) $[(\text{Offset Amount} / 2) \times \text{MPAS}\%] + \text{Base MPAS} = \text{City/County Adjusted Base MPAS}$

(b) Repeat for each City and County

(c) San Francisco's Adjusted Base Amount is:
 $[(\$10 / 2) \times .046893906] + (\$18.21248347 - 5) = \$13.446953$

Appendix L

Mathematical Example: State as Responsible Entity Offset Not Recouped in First Year

Assumptions: An annual payment of \$1,000 is due to be released to the California Account. However, an Original Participating Manufacturer claims an offset of \$750 against this payment, because of a judgment obtained by the State on a released claim. The California Account therefore receives a payment of only \$250. The next year, the California account receives its regular annual payment of \$1,000. The applicable rate of interest pursuant to section 4.C.(1)(b) of this Agreement is assumed to be 5%. All Cities and Counties are Eligible Cities/Counties.

Instructions: Absent other instructions, the Escrow Agent would normally divide this amount by giving \$125 to the State and \$125 to the Cities and Counties. However, pursuant to section 4.C.2(b)(i) of this Agreement, the State notifies the Escrow Agent and the City/County Steering Committee that the \$750 offset has occurred and that the State is the Responsible Entity. The State instructs the Escrow Agent to deduct one-half of the amount of the offset (or \$375) from the State's share. Since this exceeds the amount of the State's share, the State instructs the Escrow Agent to credit the entire amount of its payment for the year to the City and County share, and to deduct the unreimbursed amount (\$250, plus interests as described in section 4.C.(1)(b) of this Agreement) from its next payment(s). In the first year, the Escrow Agent therefore transmits nothing to the State and distributes the entire \$250 to the Cities and Counties, pursuant to their MOU Proportional Allocable Shares. In the next year, the Escrow Agent will deduct \$250 (plus \$12.5 in interest at the hypothetical rate of 5%) from the State's share, and credit this amount to the Cities'/Counties' share. Thus the State will receive \$237.5 and the Cities/Counties will receive \$762.5. Including the money the State received directly from the Original Participating manufacturer, the two year cash flow would be as follows:

Year	State	Cities and Counties
1	\$750	\$250
2	<u>\$237.5</u>	<u>\$762.5</u>
Total:	\$987.5	\$1,012.5

Thus in effect, the State receives an advance of settlement funds in the first year, and pays this advance back to the Cities and Counties, with interest, in the second year.

Appendix M

Mathematical Example: City / County as Responsible Entity Offset Not Recouped in First Year

Assumptions: An annual payment of \$1,000 is due to be released to the California Account. However, an Original Participating Manufacturer claims an offset of \$40 against this payment, because of a judgment obtained by the City and County of San Francisco on a released claim. The California Account therefore receives a payment of only \$960. The next year, the California account receives its regular annual payment of \$1,000. The applicable rate of interest pursuant to section 4.C.(1)(b) of this Agreement is assumed to be 5%. Based on the 1990 Official United States Decennial Census, San Francisco's MOU Proportional Allocable Share is equal to 4.6893906% of the total money to be split among the Cities and Counties. The remaining Cities and Counties have a combined MOU Proportional Allocable Share of 95.3106094. All Cities and Counties are Eligible Cities/Counties.

Instructions: Absent other instructions, the Escrow Agent would normally divide the \$960 payment by giving \$480 to the State and \$480 to the Cities and Counties. San Francisco's MOU Proportional Allocable Share of \$480 would be \$22.50. However, pursuant to section 4.C.(2)(b)(ii) of this Agreement, the State notifies the Escrow Agent and the City/County Steering Committee that the \$40 offset has occurred and that San Francisco is the Responsible Entity. Since the amount of the offset exceeds San Francisco's MOU Proportional Allocable Share, the State instructs the Escrow Agent to credit the State with one-half of San Francisco's MOU Proportional Allocable Share (\$11.25), and to credit the Cities and Counties (excluding San Francisco) with the other half (\$11.25). The State further instructs the Escrow Agent to calculate San Francisco's MOU Proportional Allocable Share of the amount credited to the Cities and Counties ($\$11.25 \times .046893906 = \0.52), and credit one-half of this amount (\$.26) to the State and one-half to the Cities and Counties (excluding San Francisco). Thus in the first year, the Escrow Agent pays nothing to San Francisco, pays \$491.51 to the State [$\$480.00 + \$11.25 + \$0.26 = 491.51$], and divides 468.49 [$\$480 - 11.25 - .26 = 468.49$] among the Cities and Counties (excluding San Francisco), based on their pro rata MOU Proportional Allocable Shares. The State further instructs the Escrow Agent to deduct the unreimbursed amount [$\$40 - 22.50 - .52 = 16.98$] plus interest as described in section 4.C.(1)(b) of this Agreement) from the next payment(s) due to San Francisco. In the second year, the Escrow Agent will deduct \$16.98 (plus \$.84 in interest at the hypothetical rate of 5%, for a total deduction of \$17.82) from San Francisco's share, and credit one-half of this amount (\$8.91) to the State and one-half to the Cities'/Counties' share, to be redistributed to all Cities and Counties (including San Francisco) based on their MOU Proportional Allocable Share. San Francisco therefore receives a payment in the second year equal to:

$$(\$500 \times .046893906) - 17.82 + (\$8.91 \times .046893906) = \\ (23.44) - 17.82 + (0.42) = 6.04$$

The State will receive \$508.91. The Cities and Counties other than San Francisco receive: $500 - 23.44 + 8.91 - .42 = 485.05$. Including the money that San Francisco received in the first year directly from the Original Participating Manufacturer (thereby triggering the offset), the two year cash flow would be as follows:

Year	State	San Francisco	Other Cities and Counties
1	\$491.51	\$40.	468.49
2	\$508.91	\$ 6.04	485.05
Total:	\$1,000.42	\$46.04	953.54
2 yr. av.	\$1,000.	\$46.88	953.12
Difference	+ .42	-.84	+ .42

Because San Francisco has to pay interest, it receives \$.84 less than its normal two-year allocation (which is $23.44 \times 2 = 46.88$) but it receives the bulk of its money sooner. Conversely, because the State and the other Cities and Counties are paid interest, they receive \$.42 more than their normal two-year allocation [\$1,000 for the State, \$953.12 for the other Cities and Counties], but they get less in the first year.

This is demonstrated graphically as follows:

Step 1: Divide California Payment 50/50 between the State and the Cities and Counties.

$$(a) \quad \$960 / 2 = \begin{matrix} \$480 & \text{(State Share)} \\ \$480 & \text{(City/County Share)} \end{matrix}$$

Step 2: Calculate the Base MOU Proportional Allocable Shares of the Cities and Counties ("City/County Base MPAS") by multiplying the City/County Share by the MOU Proportional Allocable Share percentages ("MPAS%").

- (a) City/County Share x MPAS% = City/County Base MPAS
- (b) Repeat for each City and County
- (c) San Francisco's Base MPAS is: $\$480 \times .046893906 = \22.50907488

Step 3: Deduct 1/2 of the Responsible Entity's Base MPAS and adjust the State Share by adding this amount to the State Share.

- (a) State Share + (Responsible Entity Base MPAS / 2) = Adjusted State Share
- (b) Under this example, the Adjusted State Share is:
 $\$480 + (\$22.50907488 / 2) = \$491.25$

Step 4: Deduct the remaining 1/2 of the Responsible Entity's Base MPAS and adjust the Cities' and Counties' Base MPAS by adding their MPAS% of this amount to their respective Base MPAS.

- (a) $[(\text{Responsible Entity's Base MPAS} / 2) \times \text{MPAS\%}] + \text{Base MPAS} = \text{City/County Adjusted Base MPAS}$
- (b) Repeat for each City and County
- (c) San Francisco's Adjusted Base Amount is:
 $[(\$22.50907488 / 2) \times .046893906 + 0] = \$.5277692189091$

Step 5: Deduct 1/2 of the Responsible Entity's Adjusted Base MPAS and adjust the Adjusted State Share by adding this amount to the State Share.

- (a) Adjusted State Share + (Responsible Entity Adjusted Base MPAS / 2) = State Distribution
- (b) Under this example, the State Distribution is:
 $\$491.25 + (\$.5277692189091 / 2) = \$491.51$

Step 6: Calculate the Enhanced MPAS% of each City and County (except the Responsible Entity) by their proportional share of the Responsible Entity's MPAS% to their respective MPAS%.

- (a) $\text{Individual MPAS\%} / \text{Combined MPAS\% (excluding Responsible Entity)}^1 = \text{Enhanced MPAS\%}$
- (b) Repeat for each City and County

Step 7: Deduct the remaining 1/2 of the Responsible Entity's Adjusted Base MPAS and adjust the Cities' and Counties' Adjusted Base MPAS by adding their Enhanced MPAS% of this amount to their respective Adjusted Base MPAS.

- (a) $[(\text{Responsible Entity's Adjusted Base MPAS} / 2) \times \text{Enhanced MPAS\%}] + \text{City/County Adjusted Base MPAS} = \text{City/County Distribution}$
- (b) Repeat for each City and County
- (c) San Francisco's Distribution is \$0

Step 8: Calculate Principal owed by the Responsible Entity and begin time for interest to run on amount owed.

- (a) $\text{Offset Amount} - \text{Responsible Entity's Base MPAS} - \text{Responsible Entity's Adjusted Base MPAS} = \text{Principal Amount Owed}$
- (b) San Francisco's Principal owed is: $\$40 - \$22.50 - \$52 = \16.98

Step 9: At time of next payment by the Tobacco Industry, calculate principal and interest owed by the Responsible Entity.

- (a) $\text{Principal Owed} + \text{Interest on Principal Since Last Distribution} = \text{Offset Amount}$
- (b) San Francisco's Offset owed at the time of the next payment is:
 $\$16.98 + \$.84 = \$17.82$

Step 10: (see following page)

¹Under this example, the Combined MPAS% is: $1 - .046893906 = .953106094$

Step 10:

Deduct the Offset Owed from the Responsible Entity's MPAS of the second year payment and divide this amount 50/50 between State and Cities and Counties. If the amount owed is less than the Responsible Entity's MPAS, then utilize redistribution methodology embodied in "Appendix K." If the amount owed is greater than the Responsible Entity's MPAS, then utilize redistribution methodology embodied in this Appendix M.

- (a) Under this example, the year two Adjusted State Share would be:
 $(\$1000 / 2) + (\$17.82 / 2) = \$508.91$
- (b) Under this example, the year two Cities' and Counties' Adjusted MPAS would be:
 $[(\$1000 / 2) \times \text{MPAS\%}] + [(\$17.82 / 2) \times \text{MPAS\%}]$
= City/County Adjusted MPAS
- (c) In year two, San Francisco would receive:
 $([(\$1000 / 2) \times .046893906] - \$17.82) + [(\$17.82 / 2) \times 0.46893906] = \6.04

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Fax: (916) 323-0813
8 Attorneys for Plaintiffs

9
10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN DIEGO
12 CENTRAL

13 PEOPLE OF THE STATE OF CALIFORNIA
14 ex rel. DANIEL E. LUNGREN, ATTORNEY
GENERAL OF THE STATE OF CALIFORNIA;
15 S. KIMBERLY BELSHE, DIRECTOR OF
HEALTH SERVICES OF THE STATE OF
16 CALIFORNIA,

17 Plaintiffs,

18 v.

19 PHILIP MORRIS, INC.; R.J. REYNOLDS
TOBACCO COMPANY; BROWN &
20 WILLIAMSON TOBACCO CORPORATION;
B.A.T. INDUSTRIES, P.L.C.; BRITISH
21 AMERICAN TOBACCO COMPANY;
LORILLARD TOBACCO COMPANY, INC.;
22 AMERICAN TOBACCO COMPANY, INC.;
UNITED STATES TOBACCO COMPANY; HILL
23 & KNOWLTON, INC.; THE COUNCIL FOR
TOBACCO RESEARCH-U.S.A., INC.;
24 TOBACCO INSTITUTE, INC.; SMOKELESS
TOBACCO COUNCIL, INC. and DOES 1-200,
25 inclusive,

26 Defendants.
27
28

J.C.C.P. 4041

(Sacramento Superior Court
Case No: 97AS03031)

**NOTICE OF MOTION AND
MOTION FOR APPROVAL
OF AMENDMENT TO THE
AGREEMENT REGARDING
INTERPRETATION OF
MEMORANDUM OF
UNDERSTANDING
APPLICABLE ONLY TO THE
STATE OF CALIFORNIA
AND EACH ELIGIBLE CITY
OR COUNTY THAT
EXECUTES THE SAME;
MEMORANDUM OF POINTS
AND AUTHORITIES**

Date: June 3, 2001
Time: 3:00 p.m.
Dept: 69
Judge: Ronald S. Prager

1 PLEASE TAKE NOTICE that on June 3, 2001, at 3:00 p.m., the Honorable Ronald S.
2 Prager, will issue a telephonic ruling on the joint motion of the People of the State of California and
3 the Counties of Sacramento and San Diego for an order approving the "Amendment to Agreement
4 Regarding Interpretation of Memorandum of Understanding Affecting Only the State of California
5 and Each Eligible City and Eligible County Which Is a Signatory Hereto," (Exhibit A), which is
6 necessary to facilitate the Securitization Transactions contemplated by certain Eligible Cities and/or
7 Counties.

8 Plaintiff's motion will be based on this Notice of Motion, Memorandum of Points and
9 Authorities, and all papers, pleadings and records on file in this action and on such other and further
10 argument and evidence as may be presented.

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1 Defendants may obtain a date for oral argument by calling the Tobacco Litigation Calendar
2 Clerk at (619) 531-1331 by 4:00 p.m. on Friday of the same week as the telephonic ruling.

3
4 Dated: 4/26, 2001

5 Respectfully submitted,

6 BILL LOCKYER

7 Attorney General of the State of California

8 RICHARD M. FRANK
9 Chief Assistant Attorney General

10 DENNIS ECKHART
11 Senior Assistant Attorney General

12 
CORINNE MURPHY
13 Deputy Attorney General

14 Attorneys for Plaintiffs

15 and

16 COUNTY OF SACRAMENTO

17 ROBERT A. RYAN, JR.
18 County Counsel

19 M. HOLLY GILCHRIST
20 Deputy County Counsel

21 and

22 COUNTY OF SAN DIEGO

23 JOHN J. SANSOME
24 County Counsel

25 WILLIAM SMITH
26 Deputy County Counsel

27 **MEMORANDUM OF POINTS AND AUTHORITIES**

28 On December 9, 1998, this Court entered the Consent Decree and Final Judgment
("Consent Judgment"), approving the terms of the Master Settlement Agreement ("MSA") reached

1 Defendants may obtain a date for oral argument by calling the Tobacco Litigation Calendar
2 Clerk at (619) 531-1331 by 4:00 p.m. on Friday of the same week as the telephonic ruling.

3
4 Dated: _____, 2001

5 Respectfully submitted,
6 **BILL LOCKYER**
7 Attorney General of the State of California
8 **RICHARD M. FRANK**
9 Chief Assistant Attorney General
10 **DENNIS ECKHART**
11 Senior Assistant Attorney General

12 **CORINNE MURPHY**
13 Deputy Attorney General
14 Attorneys for Plaintiffs

15 and
16 **COUNTY OF SACRAMENTO**
17 **ROBERT A. RYAN, JR.**
18 County Counsel

19 *M. Holly Gilchrist*
20 **M. HOLLY GILCHRIST**
21 Deputy County Counsel

22 and
23 **COUNTY OF SAN DIEGO**
24 **JOHN J. SANSOME**
25 County Counsel

26 **WILLIAM SMITH**
27 Deputy County Counsel

28 **MEMORANDUM OF POINTS AND AUTHORITIES**

On December 9, 1998, this Court entered the Consent Decree and Final Judgment
("Consent Judgment"), approving the terms of the Master Settlement Agreement ("MSA") reached

1 Defendants may obtain a date for oral argument by calling the Tobacco Litigation Calendar
2 Clerk at (619) 531-1331 by 4:00 p.m. on Friday of the same week as the telephonic ruling.

3
4 Dated: _____, 2001

5 Respectfully submitted,
6 BILL LOCKYER
7 Attorney General of the State of California
8 RICHARD M. FRANK
9 Chief Assistant Attorney General
10 DENNIS ECKHART
11 Senior Assistant Attorney General

12 CORINNE MURPHY
13 Deputy Attorney General
14 Attorneys for Plaintiffs

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16 COUNTY OF SACRAMENTO
17 ROBERT A. RYAN, JR.
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20 M. HOLLY GILCHRIST
21 Deputy County Counsel
22 COUNTY OF SAN DIEGO
23 JOHN J. SANSOME
24 County Counsel

25
26 *William Smith*
27 WILLIAM SMITH
28 Deputy County Counsel

29 **MEMORANDUM OF POINTS AND AUTHORITIES**

30 On December 9, 1998, this Court entered the Consent Decree and Final Judgment
31 ("Consent Judgment"), approving the terms of the Master Settlement Agreement ("MSA") reached

1 between the Attorneys General of 46 states, 5 territories, the District of Colombia, and the tobacco
2 industry. Pursuant to the terms of the Memorandum of Understanding ("MOU"), which was also
3 approved as part of the Consent Decree, the Attorney General on behalf of the People agreed to share
4 a portion of the tobacco settlement funds coming to the State of California through the MSA with
5 all California Counties and the Cities of Los Angeles, San Diego, San Francisco, and San Jose
6 ("Cities and Counties"). Pursuant to paragraph VI(A) of the Consent Decree and Final Judgment,
7 this Court retained continuing jurisdiction to implement the settlement.

8 In December 1999, the People and the California Cities and Counties prosecuting
9 tobacco claims in J.C.C.P. 4041 asked this Court to enter an order approving a further document, the
10 Agreement Regarding Interpretation of Memorandum of Understanding ("ARIMOU"), which
11 was necessary to implement disbursement of tobacco settlement proceeds to the Eligible Cities and
12 Counties. That order was entered on January 18, 2000. The ARIMOU was executed by all the Cities
13 and Counties. The State, through the Attorney General, entered into an agreement with Citibank,
14 N.A., to act as escrow agent to disburse half of the tobacco settlement proceeds to the Cities and
15 Counties. Several disbursements have already been made in accordance with these agreements.

16 The Counties of Sacramento and San Diego are contemplating "securitization"
17 transactions by which they would sell their rights to receive some or all of their shares of the
18 settlement proceeds. To effect such a sale, the counties must place restrictions on their ability to
19 change the transfer instructions they give the Attorney General, which the Attorney General passes
20 on to the escrow agent for the disbursement of funds. Although the ARIMOU provides for amending
21 transfer instructions, it does not provide for the type of amendment necessary to effectuate the sale
22 of this asset.

23 By this motion, the State and the Counties of San Diego and Sacramento ask this
24 Court to enter an order approving an amendment to the ARIMOU which will provide a modified
25 procedure regarding transfer instructions, which will be applicable to the State of California on one
26 hand and each City or County that elects to become a signatory thereto.

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ARGUMENT

On August 5, 1998, the Cities and Counties which were litigating against the Tobacco Industry in the J.C.C.P. 4041 action reached agreement with the Attorney General, regarding joint prosecution of tobacco claims against the tobacco industry. This agreement was embodied in the MOU which, along with the MSA, was approved by this Court on December 9, 1998, as Exhibit B to the Consent Judgment. The MOU provides that if the parties received a monetary award, whether by settlement or trial, the monetary recovery would be divided equally between the State and the Cities and Counties. By virtue of the MOU, the Cities and Counties receive 50% of all tobacco settlement proceeds received by California pursuant to the MSA. The Cities and Counties, which are parties to the J.C.C.P. 4041 Coordinated Proceedings negotiated the ARIMOU to implement the process by which the Cities and Counties receive their share of the tobacco settlement proceeds. On January 18, 2000, the ARIMOU was approved by order of this Court.

The Counties of San Diego and Sacramento now contemplate a "securitization" transaction, in which each of them would sell its right to receive its MOU Proportional Allocable Share of the settlement payments to a non-profit corporation or other transferee. The buyer would raise money to purchase the share(s) by borrowing it from a joint powers authority. The authority, whose members would be two or more of the Eligible Cities and Counties, would issue bonds to generate money to loan to the buyer. The buyer would use the proceeds of the bond sale to pay the purchase price to the city or county that is selling its share of the settlement. As part of the transaction, related bonds will be issued under an indenture between the relevant authority and a trustee (the "Indenture Trustee"). The share of the settlement payments of a participating city or county would be pledged to secure repayment of the related bonds.

Once the related bonds are issued and so long as they are outstanding, the city or county will need to provide that its share of the settlement payments are to be transferred directly to the Indenture Trustee by the Escrow Agent. Thus, so long as such bonds are outstanding, the city or county will need to agree that no further transfer instructions may be given to the State for transmission to the escrow agent unless they are countersigned by a representative of the Indenture Trustee. The city or county will also need to agree that, after the related bonds are repaid, any further

1 transfer instructions must be countersigned by the relevant buyer (or any successor transferee). It
2 is anticipated that other Eligible Cities and Eligible Counties may also decide to engage in a
3 securitization transaction.

4 The ARIMOU currently provides that the State shall instruct the Escrow Agent to
5 disburse each Eligible City's and/or Eligible County's MOU Proportional Allocable Share to a single
6 account as specified pursuant to instructions received by the State from the Eligible City or Eligible
7 County. This account information must be given in the form of Transfer Instructions jointly
8 executed by two of the three designees for the Eligible City or Eligible County. (ARIMOU,
9 § 4.B.(2)(i)(aa) and Appendix F). This motion seeks court approval of an amendment to
10 section 4.B.(2)(i)(bb) to add the following paragraph at the end of the present text:

11 “Modifications to instructions described in Section 4.B.(2)(i)(aa) above may
12 contain instructions that the same may not be further modified without the
13 counter signature of a third party designated in the instructions including but
14 not limited to, an indenture trustee for bonds secured by the MOU
Proportional Allocable Share of an Eligible City or Eligible County or a
transferee to which an MOU Proportional Allocable Share has been sold or
otherwise assigned or disposed of.”

15 (See proposed “Agreement Regarding Interpretation of Memorandum of Understanding Affecting
16 Only the State of California and Each Eligible City and Eligible County Which
17 Is a Signatory Hereto,” attached as Exhibit A).

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1 **CONCLUSION**

2 For all of the above reasons, the State and the Counties of San Diego and Sacramento jointly
3 request that the Court approve the Amendment to the ARIMOU and enter the order submitted with
4 this motion.

5 Dated: 4/1/01, 2001

6 Respectfully submitted,

7 **BILL LOCKYER**
Attorney General of the State of California

8 **RICHARD M. FRANK**
Chief Assistant Attorney General

9 **DENNIS ECKHART**
Senior Assistant Attorney General

10 

11 **CORINNE MURPHY**
Deputy Attorney General

12 Attorneys for Plaintiffs

13 and

14 **COUNTY OF SACRAMENTO**

15 **ROBERT A. RYAN, JR.**
County Counsel

16 **M. HOLLY GILCHRIST**
Deputy County Counsel

17 and

18 **COUNTY OF SAN DIEGO**

19 **JOHN J. SANSOME**
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20 **WILLIAM SMITH**
Deputy County Counsel

1 **CONCLUSION**

2 For all of the above reasons, the State and the Counties of San Diego and Sacramento jointly
3 request that the Court approve the Amendment to the ARIMOU and enter the order submitted with
4 this motion

5 Dated: _____, 2001

6 Respectfully submitted,

7 **BILL LOCKYER**
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CONCLUSION

For all of the above reasons, the State and the Counties of San Diego and Sacramento jointly request that the Court approve the Amendment to the ARIMOU and enter the order submitted with this motion.

Dated: _____, 2001

Respectfully submitted,

BILL LOCKYER
Attorney General of the State of California

RICHARD M. FRANK
Chief Assistant Attorney General

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Attorneys for Plaintiffs

and

COUNTY OF SACRAMENTO
ROBERT A. RYAN, JR.
County Counsel

M. HOLLY GILCHRIST
Deputy County Counsel

and

COUNTY OF SAN DIEGO
JOHN J. SANSOME
County Counsel

William Smith

WILLIAM SMITH
Deputy County Counsel

EXHIBIT A

1 **AMENDMENT TO AGREEMENT REGARDING INTERPRETATION OF**
2 **MEMORANDUM OF UNDERSTANDING AFFECTING ONLY THE**
3 **STATE OF CALIFORNIA AND EACH ELIGIBLE CITY AND ELIGIBLE**
4 **COUNTY WHICH IS A SIGNATORY HERETO**

5 This Amendment to Agreement Regarding Interpretation of Memorandum
6 of Understanding affecting only the State of California (the "State") and each Eligible City
7 and Eligible County which is a signatory hereto.

8 **W I T N E S S E T H**

9 WHEREAS, the State, four cities, fifty-seven counties and one city and
10 county have heretofore become signatories to an Agreement Regarding Interpretation of
11 the Memorandum of Understanding (the "ARIMOU") which was approved by the
12 J.C.C.P. 4041 Court on January 18, 2000; and

13 WHEREAS, the ARIMOU provides interpretations of an agreement entitled
14 Memorandum of Understanding (the "MOU"), attached as Appendix A to the ARIMOU,
15 to which the State as well as others, are parties; and

16 WHEREAS, one of the purposes of the ARIMOU is to specify the
17 procedures by which funds allocated to Cities and Counties pursuant to the MOU are to be
18 transferred to Cities and Counties by the Escrow Agent; and

19 WHEREAS, Section 4 of the ARIMOU contemplates that with respect to an
20 Eligible City or an Eligible County, the transfer instructions are limited to providing only
21 bank routing information as to the Account into which a transfer is to occur; and

22 WHEREAS, one or more of each Eligible City and Eligible County
23 contemplate series of transactions (each such series a "Securitization Transaction") in
24 which each of them would sell its right to receive its MOU Proportional Allocable Shares
25 to a non-profit corporation or other transferee (each a "Buyer") which in turn would
26 borrow the money to purchase the same from joint powers authorities (each an
27 "Authority"), the members of which will be two or more of the Eligible Cities and Eligible
28 Counties, and each Authority would issue bonds (collectively, the "Bonds" and
individually the "Related Bonds") to generate the proceeds to loan to each Buyer which in

1 turn would use the proceeds to pay the purchase price to the Eligible City or Eligible
2 County selling the same; and

3 WHEREAS, in a Securitization Transaction, Related Bonds will be issued
4 under an indenture between the relevant Authority and a trustee (the "Indenture Trustee");
5 and

6 WHEREAS, in a Securitization Transaction, the MOU Proportional
7 Allocable Share of a participating Eligible City or Eligible County will be pledged to
8 secure repayment of the Related Bonds; and

9 WHEREAS, in a Securitization Transaction, each participating Eligible City
10 or Eligible County will wish to provide that, once the Related Bonds are issued as herein-
11 above described, and so long as the Related Bonds are outstanding, all amounts of its
12 MOU Proportional Allocable Share are to be transferred directly to the Indenture Trustee
13 for the Related Bonds, and that, so long as such Bonds are outstanding, no further transfer
14 instructions may be provided to the State for transmission to the Escrow Agent unless
15 countersigned by a representative of the Indenture Trustee and, after the Related Bonds are
16 repaid, unless countersigned by the relevant Buyer (or any successor transferee); and

17 WHEREAS, the State wishes to amend the ARIMOU as it relates to the
18 State on the one hand and each Eligible City and Eligible County contemplating a
19 Securitization Transaction so as to permit instructions to the Escrow Agent under Section
20 4 of the ARIMOU given by such Eligible City or Eligible County, as the case may be, to
21 limit modifications to transfer instructions only to modifications counter-signed or
22 otherwise approved by the relevant Indenture Trustee, the relevant Buyer, or any successor
23 in interest to either;

24 NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

25 **SECTION 1: DEFINITIONS**

26 All capitalized terms used herein which are not defined herein shall have the
27 meanings attributed to them in the ARIMOU.

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1 **SECTION 2: SUBSTANTIVE AMENDMENTS**

2 Effective upon execution and delivery hereof and following approval by the
3 J.C.C.P 4041 Court, Section 4.A(2)(i)(bb), of the ARIMOU shall be amended by adding
4 the following at the end of the present text: "Modifications to instructions described in
5 Section 4.B.(2)(i)(aa) above may contain instructions that the same may not be further
6 modified without the counter signature of a third party designated in the instructions
7 including but not limited to, an indenture trustee for bonds secured by the MOU
8 Proportional Allocable Share of an Eligible City or Eligible County or a transferee to
9 which an MOU Proportional Allocable Share has been sold or otherwise assigned or
10 disposed of."

11 **SECTION 3: APPLICABILITY**

12 Subject to approval by the J.C.C.P. 4041 Court, the provisions of this
13 Amendment shall only apply to the State on the one hand and each Eligible City and
14 Eligible County executing the same, and shall be effective as to each such Eligible City
15 and Eligible County upon execution and delivery to the State of one or more counterparts
16 by the State and such Eligible City and Eligible County.

17 **SECTION 4: COUNTERPARTS**

18 This Amendment may be executed in two or more counterparts each of
19 which collectively shall comprise the original of this Amendment.

20 IN WITNESS WHEREOF, each of the State and each signatory Eligible
21 City and Eligible County has executed this Agreement as of the date set forth opposite the
22 name of each such signatory on the signature pages.

23

24 Dated: _____ [ELIGIBLE CITY/ELIGIBLE COUNTY]

25 By: _____

26

27 Dated: _____ STATE OF CALIFORNIA

28 By: _____

1 BILL LOCKYER
Attorney General of the State of California
2 RICHARD M. FRANK
Chief Assistant Attorney General
3 DENNIS ECKHART
Senior Assistant Attorney General
4 CORINNE MURPHY
Deputy Attorney-General
5 State Bar No.
1300 I Street
6 P.O. Box 944255
Sacramento, CA 94244-2550
7 Telephone: (916) 324-5346
Fax: (916) 323-0813
8 Attorneys for Plaintiffs

9
10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN DIEGO
12 CENTRAL

13 PEOPLE OF THE STATE OF CALIFORNIA
14 ex rel. DANIEL E. LUNGREN, ATTORNEY
GENERAL OF THE STATE OF CALIFORNIA;
15 S. KIMBERLY BELSHE, DIRECTOR OF
HEALTH SERVICES OF THE STATE OF
16 CALIFORNIA,

17 Plaintiffs,

18 v.

19 PHILIP MORRIS, INC.; R.J. REYNOLDS
TOBACCO COMPANY; BROWN &
20 WILLIAMSON TOBACCO CORPORATION;
B.A.T. INDUSTRIES, P.L.C.; BRITISH
21 AMERICAN TOBACCO COMPANY;
LORILLARD TOBACCO COMPANY, INC.;
22 AMERICAN TOBACCO COMPANY, INC.;
UNITED STATES TOBACCO COMPANY;
23 HILL & KNOWLTON, INC.; THE COUNCIL
FOR TOBACCO RESEARCH-U.S.A., INC.;
24 TOBACCO INSTITUTE, INC.; SMOKELESS
TOBACCO COUNCIL, INC. and DOES 1-200,
25 inclusive,

26 Defendants.
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J.C.C.P. 4041

(Sacramento Superior Court
Case No: 97AS03031)

**(PROPOSED) ORDER
APPROVING AMENDMENT
TO AGREEMENT
REGARDING
INTERPRETATION OF MOU**

Date: June 3, 2001
Time: 3:00 p.m.
Dept: 69
Judge: Ronald S. Prager

1 WHEREAS the Court has considered all the papers filed in regard to the Motion
2 for Approval of Amendment to the Agreement Regarding Interpretation of Memorandum
3 of Understanding Applicable only to the State of California and each Eligible City or
4 County that Executes Same;

5 WHEREAS there will continue to be payments from the National Escrow Account
6 for the benefit of the Eligible Cities and Eligible Counties which will be transferred to
7 accounts in accordance with transfer instructions executed in accordance with the ARIMOU;

8 WHEREAS one or more Eligible Cities or Eligible Counties contemplates
9 completing a Securitization Transaction;

10 WHEREAS in a Securitization Transaction, each participating Eligible City or
11 Eligible County will wish to provide that, once the related bonds are issued, and so long as
12 the related bonds are outstanding, all amounts of its MOU Proportional Allocable Share are
13 to be transferred directly to the Indenture Trustee for the related bonds, and that, so long as
14 such Bonds are outstanding, no further transfer instructions may be provided to the State for
15 transmission to the Escrow Agent unless countersigned by a representative of the Indenture
16 Trustee and, after the related bonds are repaid, unless countersigned by the relevant Buyer
17 (or any successor transferee); and

18 WHEREAS the proposed Amendment to the ARIMOU would provide the
19 mechanism to make such provisions in the transfer instructions as to the State on the one
20 hand and each Eligible City or County that executes the Amendment;

21 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
22 DECREED, AS FOLLOWS:

23 A. The Court has continuing jurisdiction over the subject matter of this action
24 pursuant to the Consent Decree and Final Judgment.

25 B. The Court finds that the Amendment to the Agreement Regarding Interpretation
26 of Memorandum of Understanding is reasonable and necessary to permit an Eligible City or
27 County, desiring to securitize its share of the tobacco settlement payments, to do so.

28 C. The proposed amendment to the ARIMOU is approved in all respects.

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D. Upon execution of the proposed amendment by the Attorney General on behalf of the People of the State of California and the authorized representative of any Eligible County or Eligible City of the Amendment, that City or County may provide transfer instructions to the State of California consistent with the terms of the amendment.

Dated: _____

RONALD S. PRAGER
Judge of the Superior Court

1 DECLARATION OF SERVICE BY U.S. MAIL

2 Case Name: **People of the State of California v. Philip Morris**

No.: **J.C.C.P. 4041**

3 I declare:

4 I am employed in the Office of the Attorney General, which is the office of a member of the
5 California State Bar at which member's direction this service is made. I am 18 years of age or older
6 and not a party to this matter. I am familiar with the business practice at the Office of the Attorney
7 General for collection and processing of correspondence for mailing with the United States Postal
8 Service. In accordance with that practice, correspondence placed in the internal mail collection
9 system at the Office of the Attorney General is deposited with the United States Postal Service that
10 same day in the ordinary course of business.

11 On April 26, 2001, I served the attached **NOTICE OF MOTION AND MOTION FOR**
12 **APPROVAL OF AMENDMENT TO THE AGREEMENT REGARDING**
13 **INTERPRETATION OF MEMORANDUM OF UNDERSTANDING APPLICABLE ONLY**
14 **TO THE STATE OF CALIFORNIA AND EACH ELIGIBLE CITY OR COUNTY THAT**
15 **EXECUTES THE SAME; MEMORANDUM OF POINTS AND AUTHORITIES; AND**
16 **(PROPOSED) ORDER APPROVING AMENDMENT TO AGREEMENT REGARDING**
17 **INTERPRETATION OF MOU** by placing a true copy thereof enclosed in a sealed envelope with
18 postage thereon fully prepaid, in the internal mail collection system at the Office of the Attorney
19 General at 1300 I Street, P.O. Box 944255, Sacramento, California 94244-2550, addressed as
20 follows:

21 **See Attached Service List**

22 I declare under penalty of perjury under the laws of the State of California the foregoing is true and
23 correct and that this declaration was executed on April 26, 2001, at Sacramento, California.

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Christina Micherone
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11 COUNTY OF SAN DIEGO
12 CENTRAL

13 PEOPLE OF THE STATE OF CALIFORNIA
14 ex rel. DANIEL E. LUNGREN, ATTORNEY
GENERAL OF THE STATE OF CALIFORNIA;
15 S. KIMBERLY BELSHE, DIRECTOR OF
HEALTH SERVICES OF THE STATE OF
16 CALIFORNIA,

17 Plaintiffs,

18 v.

19 PHILIP MORRIS, INC.; R.J. REYNOLDS
TOBACCO COMPANY; BROWN &
20 WILLIAMSON TOBACCO CORPORATION;
B.A.T. INDUSTRIES, P.L.C.; BRITISH
21 AMERICAN TOBACCO COMPANY;
LORILLARD TOBACCO COMPANY, INC.;
22 AMERICAN TOBACCO COMPANY, INC.;
UNITED STATES TOBACCO COMPANY; HILL
23 & KNOWLTON, INC.; THE COUNCIL FOR
TOBACCO RESEARCH-U.S.A., INC.;
24 TOBACCO INSTITUTE, INC.; SMOKELESS
TOBACCO COUNCIL, INC. and DOES 1-200,
25 inclusive,

26 Defendants.
27
28

J.C.C.P. 4041

(Sacramento Superior Court
Case No: 97AS03031)

**AMENDED NOTICE OF
MOTION AND MOTION FOR
APPROVAL OF
AMENDMENT TO THE
AGREEMENT REGARDING
INTERPRETATION OF
MEMORANDUM OF
UNDERSTANDING
APPLICABLE ONLY TO THE
STATE OF CALIFORNIA
AND EACH ELIGIBLE CITY
OR COUNTY THAT
EXECUTES THE SAME;
MEMORANDUM OF POINTS
AND AUTHORITIES**

Date: June 4, 2001
Time: 3:00 p.m.
Dept: 69
Judge: Ronald S. Prager

1 PLEASE TAKE NOTICE that on June 4, 2001, at 3:00 p.m., the Honorable Ronald S.
2 Prager, will issue a telephonic ruling on the joint motion of the People of the State of California and
3 the Counties of Sacramento and San Diego for an order approving the "Amendment to Agreement
4 Regarding Interpretation of Memorandum of Understanding Affecting Only the State of California
5 and Each Eligible City and Eligible County Which Is a Signatory Hereto," (Exhibit A), which is
6 necessary to facilitate the Securitization Transactions contemplated by certain Eligible Cities and/or
7 Counties.

8 Plaintiff's motion will be based on this Amended Notice of Motion, Memorandum of
9 Points and Authorities, and all papers, pleadings and records on file in this action and on such other
10 and further argument and evidence as may be presented.

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1 Defendants may obtain a date for oral argument by calling the Tobacco Litigation Calendar
2 Clerk at (619) 531-3331 by 4:00 p.m. on Friday of the same week as the telephonic ruling.

3
4 Dated: _____, 2001

5 Respectfully submitted,

6 BILL LOCKYER

7 Attorney General of the State of California

8 RICHARD M. FRANK
9 Chief Assistant Attorney General

10 DENNIS ECKHART
11 Senior Assistant Attorney General

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14 Attorneys for Plaintiffs

15 and

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16 ROBERT A. RYAN, JR.
17 County Counsel

18 M. HOLLY GILCHRIST
19 Deputy County Counsel

20 and

COUNTY OF SAN DIEGO

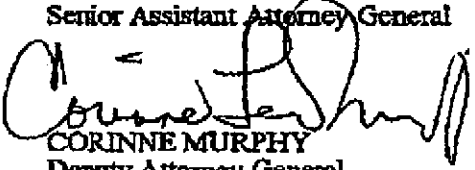
21 JOHN J. SANSOME
22 County Counsel

23 WILLIAM SMITH
24 Deputy County Counsel

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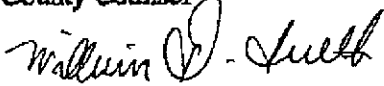
Defendants may obtain a date for oral argument by calling the Tobacco Litigation Calendar Clerk at (619) 531-3331 by 4:00 p.m. on Friday of the same week as the telephonic ruling.

Dated: _____, 2001

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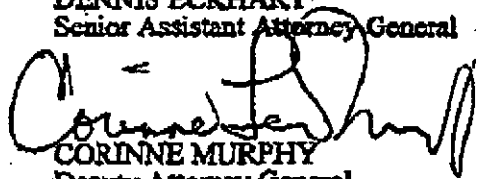
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3
4 Dated: _____, 2001

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DECLARATION OF SERVICE BY U.S. MAIL

Case Name: **People of the State of California v. Philip Morris**

No.: **J.C.C.P. 4041**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

On May 2, 2001, I served the attached **AMENDED NOTICE OF MOTION AND MOTION FOR APPROVAL OF AMENDMENT TO THE AGREEMENT REGARDING INTERPRETATION OF MEMORANDUM OF UNDERSTANDING APPLICABLE ONLY TO THE STATE OF CALIFORNIA AND EACH ELIGIBLE CITY OR COUNTY THAT EXECUTES THE SAME; MEMORANDUM OF POINTS AND AUTHORITIES; AND (PROPOSED) ORDER APPROVING AMENDMENT TO AGREEMENT REGARDING INTERPRETATION OF MOU** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the internal mail collection system at the Office of the Attorney General at 1300 I Street, P.O. Box 944255, Sacramento, California 94244-2550, addressed as follows:

See Attached Service List

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on May 2, 2001, at Sacramento, California.

Christina Micherone

Declarant


Signature

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

PEOPLE OF THE STATE OF CALIFORNIA)
ex rel. DANIEL E. LUNGREN, ATTORNEY) **Case No. J.C.C.P. 4041**
GENERAL OF THE STATE OF CALIFORNIA;)
S. KIMBERLY BELSHE, DIRECTOR OF) (Sacramento Superior
HEALTH SERVICES OF THE STATE OF) Court Case No.
CALIFORNIA,) 97AS03031)
)
Plaintiffs,)
) **CONSENT DECREE**
v.) **and**
) **FINAL JUDGMENT**
)
PHILIP MORRIS, INC.; R.J. REYNOLDS)
TOBACCO COMPANY; BROWN & WILLIAMSON)
TOBACCO CORPORATION; B.A.T INDUSTRIES,)
P.L.C.; BRITISH AMERICAN TOBACCO)
COMPANY; LORILLARD TOBACCO COMPANY,)
INC.; AMERICAN TOBACCO COMPANY, INC.;)
UNITED STATES TOBACCO COMPANY; HILL &)
KNOWLTON, INC.; THE COUNCIL FOR TOBACCO)
RESEARCH-U.S.A., INC.; TOBACCO INSTITUTE,)
INC.; SMOKELESS TOBACCO COUNCIL, INC.)
and DOES 1-200, inclusive,)
)
Defendants.)
)

WHEREAS, Plaintiffs, the People of the State of California and S. Kimberly Belshe, Director of Health Services of the State of California commenced this action on June 12, 1997, by and through their attorney, Attorney General Daniel E. Lungren, pursuant to his common law powers and the provisions of state law;

WHEREAS, Plaintiffs filed their First Amended Complaint on August 29, 1997;

WHEREAS, the State of California asserted various claims for monetary, equitable and injunctive relief on behalf of the State of California against certain tobacco product manufacturers and other defendants;

WHEREAS, Defendants have contested the claims in the State's Complaint and First Amended Complaint and denied the State's allegations;

WHEREAS, the parties desire to resolve this action in a manner which appropriately addresses the State's public health concerns, while conserving the parties' resources, as well as those of the Court, which would otherwise be expended in litigating a matter of this magnitude;

WHEREAS, the Court has made no determination of any violation of law, this Consent Decree and Final Judgment being entered prior to the taking of any testimony and without trial or final adjudication of any issue of fact or law;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

I. JURISDICTION AND VENUE

This Court has jurisdiction over the subject matter of this action and over each of the Participating Manufacturers. Venue is proper in San Diego County.

II. DEFINITIONS

The definitions set forth in the Master Settlement Agreement (hereafter referred to as "Agreement" or "MSA;" a copy of which is attached hereto as Exhibit A) are incorporated herein by reference and words defined therein are signified herein by being capitalized.

III. APPLICABILITY

A. This Consent Decree and Final Judgment applies only to the Participating Manufacturers in their corporate capacity acting through their respective successors and assigns, directors, officers, employees, agents, subsidiaries, divisions, or other internal organizational units of any kind or any other entities acting in concert or participation with them. The remedies, penalties and sanctions that may be imposed or assessed in connection with a violation of this Consent Decree and Final Judgment (or any order issued in connection herewith) shall only apply to the Participating Manufacturers, and shall not be imposed or assessed against any employee, officer or director of any Participating Manufacturer, or against any other person or entity as a consequence of such violation, and there shall be no jurisdiction under this Consent Decree and Final Judgment to do so.

B. This Consent Decree and Final Judgment is not intended to and does not vest standing in any third party with respect to the terms hereof. No portion of this Consent Decree and Final Judgment shall provide any rights to, or be enforceable by, any person or entity other than the State of California or a

Released Party. The State of California may not assign or otherwise convey any right to enforce any provision of this Consent Decree and Final Judgment.

IV. VOLUNTARY ACT OF THE PARTIES

The parties hereto expressly acknowledge and agree that this Consent Decree and Final Judgment is voluntarily entered into as the result of arm's-length negotiation, and all parties hereto were represented by counsel in deciding to enter into this Consent Decree and Final Judgment.

V. INJUNCTIVE AND OTHER EQUITABLE RELIEF

Each Participating Manufacturer is permanently enjoined from:

A. Taking any action, directly or indirectly, to target Youth within the State of California in the advertising, promotion or marketing of Tobacco Products, or taking any action the primary purpose of which is to initiate, maintain or increase the incidence of Youth smoking within the State of California.

B. After 180 days after the MSA Execution Date, using or causing to be used within the State of California any Cartoon in the advertising, promoting, packaging or labeling of Tobacco Products.

C. After 30 days after the MSA Execution Date, making or causing to be made any payment or other consideration to any other person or entity to use, display, make reference to or use as

a prop within the State of California any Tobacco Product, Tobacco Product package, advertisement for a Tobacco Product, or any other item bearing a Brand Name in any Media; provided, however, that the foregoing prohibition shall not apply to (1) Media where the audience or viewers are within an Adult-Only Facility (provided such Media are not visible to persons outside such Adult-Only Facility); (2) Media not intended for distribution or display to the public; (3) instructional Media concerning non-conventional cigarettes viewed only by or provided only to smokers who are Adults; and (4) actions taken by any Participating Manufacturer in connection with a Brand Name Sponsorship permitted pursuant to subsections III(c)(2)(A) and III(c)(2)(B)(i) of the Agreement, and use of a Brand Name to identify a Brand Name Sponsorship permitted by subsection III(c)(2)(B)(ii).

D. Beginning July 1, 1999, marketing, distributing, offering, selling, licensing or causing to be marketed, distributed, offered, sold, or licensed (including, without limitation, by catalogue or direct mail), within the State of California, any apparel or other merchandise (other than Tobacco Products, items the sole function of which is to advertise Tobacco Products, or written or electronic publications) which bears a Brand Name. Provided, however, that nothing in this section shall (1) require any Participating Manufacturer to breach or terminate any licensing agreement or other contract in existence as of June 20, 1997 (this exception shall not apply beyond the current term of any existing contract, without regard to any renewal or option

term that may be exercised by such Participating Manufacturer); (2) prohibit the distribution to any Participating Manufacturer's employee who is not Underage of any item described above that is intended for the personal use of such an employee; (3) require any Participating Manufacturer to retrieve, collect or otherwise recover any item that prior to the MSA Execution Date was marketed, distributed, offered, sold, licensed or caused to be marketed, distributed, offered, sold or licensed by such Participating Manufacturer; (4) apply to coupons or other items used by Adults solely in connection with the purchase of Tobacco Products; (5) apply to apparel or other merchandise used within an Adult-Only Facility that is not distributed (by sale or otherwise) to any member of the general public; or (6) apply to apparel or other merchandise (a) marketed, distributed, offered, sold, or licensed at the site of a Brand Name Sponsorship permitted pursuant to subsection III(c)(2)(A) or III(c)(2)(B)(i) of the Agreement by the person to which the relevant Participating Manufacturer has provided payment in exchange for the use of the relevant Brand Name in the Brand Name Sponsorship or a third-party that does not receive payment from the relevant Participating Manufacturer (or any Affiliate of such Participating Manufacturer) in connection with the marketing, distribution, offer, sale or license of such apparel or other merchandise, or (b) used at the site of a Brand Name Sponsorship permitted pursuant to subsections III(c)(2)(A) or III(c)(2)(B)(i) of the Agreement (during such event) that are not distributed (by sale or otherwise) to any member of the general

public.

/ / /

E. After the MSA Execution Date, distributing or causing to be distributed within the State of California any free samples of Tobacco Products except in an Adult-Only Facility. For purposes of this Consent Decree and Final Judgment, a "free sample" does not include a Tobacco Product that is provided to an Adult in connection with (1) the purchase, exchange or redemption for proof of purchase of any Tobacco Products (including, but not limited to, a free offer in connection with the purchase of Tobacco Products, such as a "two-for-one" offer), or (2) the conducting of consumer testing or evaluation of Tobacco Products with persons who certify that they are Adults.

F. Using or causing to be used as a brand name of any Tobacco Product pursuant to any agreement requiring the payment of money or other valuable consideration, any nationally recognized or nationally established brand name or trade name of any non-tobacco item or service or any nationally recognized or nationally established sports team, entertainment group or individual celebrity. Provided, however, that the preceding sentence shall not apply to any Tobacco Product brand name in existence as of July 1, 1998. For the purposes of this provision, the term "other valuable consideration" shall not include an agreement between two entities who enter into such agreement for the sole purpose of avoiding infringement claims.

G. After 60 days after the MSA Execution Date and

through and including December 31, 2001, manufacturing or causing to be manufactured for sale within the State of California any pack or other container of Cigarettes containing fewer than 20 Cigarettes (or, in the case of roll-your-own tobacco, any package of roll-your-own tobacco containing less than 0.60 ounces of tobacco); and, after 150 days after the MSA Execution Date and through and including December 31, 2001, selling or distributing within the State of California any pack or other container of Cigarettes containing fewer than 20 Cigarettes (or, in the case of roll-your-own tobacco, any package of roll-your-own tobacco containing less than 0.60 ounces of tobacco).

H. Entering into any contract, combination or conspiracy with any other Tobacco Product Manufacturer that has the purpose or effect of: (1) limiting competition in the production or distribution of information about health hazards or other consequences of the use of their products; (2) limiting or suppressing research into smoking and health; or (3) limiting or suppressing research into the marketing or development of new products. Provided, however, that nothing in the preceding sentence shall be deemed to (1) require any Participating Manufacturer to produce, distribute or otherwise disclose any information that is subject to any privilege or protection; (2) preclude any Participating Manufacturer from entering into any joint defense or joint legal interest agreement or arrangement (whether or not in writing), or from asserting any privilege pursuant thereto; or (3) impose any affirmative obligation on any

Participating Manufacturer to conduct any research.

/ / /

I. Making any material misrepresentation of fact regarding the health consequences of using any Tobacco Product, including any tobacco additives, filters, paper or other ingredients. Provided, however, that nothing in the preceding sentence shall limit the exercise of any First Amendment right or the assertion of any defense or position in any judicial, legislative or regulatory forum.

VI. MISCELLANEOUS PROVISIONS

A. Jurisdiction of this case is retained by the Court for the purposes of implementing and enforcing the Agreement and this Consent Decree and Final Judgment and enabling the continuing proceedings contemplated herein. Whenever possible, the State of California and the Participating Manufacturers shall seek to resolve any issue that may exist as to compliance with this Consent Decree and Final Judgment by discussion among the appropriate designees named pursuant to subsection XVIII(m) of the Agreement. The State of California and/or any Participating Manufacturer may apply to the Court at any time for further orders and directions as may be necessary or appropriate for the implementation and enforcement of this Consent Decree and Final Judgment. Provided, however, that with regard to subsections V(A) and V(I) of this Consent Decree and Final Judgment, the Attorney General shall issue a cease and desist demand to the Participating Manufacturer that

the Attorney General believes is in violation of either of such sections at least ten Business Days before the Attorney General applies to the Court for an order to enforce such subsections, unless the Attorney General reasonably determines that either a compelling time-sensitive public health and safety concern requires more immediate action or the Court has previously issued an Enforcement Order to the Participating Manufacturer in question for the same or a substantially similar action or activity. For any claimed violation of this Consent Decree and Final Judgment, in determining whether to seek an order for monetary, civil contempt or criminal sanctions for any claimed violation, the Attorney General shall give good-faith consideration to whether: (1) the Participating Manufacturer that is claimed to have committed the violation has taken appropriate and reasonable steps to cause the claimed violation to be cured, unless that party has been guilty of a pattern of violations of like nature; and (2) a legitimate, good-faith dispute exists as to the meaning of the terms in question of this Consent Decree and Final Judgment. The Court in any case in its discretion may determine not to enter an order for monetary, civil contempt or criminal sanctions.

B. This Consent Decree and Final Judgment is not intended to be, and shall not in any event be construed as, or deemed to be, an admission or concession or evidence of (1) any liability or any wrongdoing whatsoever on the part of any Released Party or that any Released Party has engaged in any of the activities barred by this Consent Decree and Final Judgment; or (2)

personal jurisdiction over any person or entity other than the Participating Manufacturers. Each Participating Manufacturer specifically disclaims and denies any liability or wrongdoing whatsoever with respect to the claims and allegations asserted against it in this action, and has stipulated to the entry of this Consent Decree and Final Judgment solely to avoid the further expense, inconvenience, burden and risk of litigation.

C. Except as expressly provided otherwise in the Agreement, this Consent Decree and Final Judgment shall not be modified (by this Court, by any other court or by any other means) unless the party seeking modification demonstrates, by clear and convincing evidence, that it will suffer irreparable harm from new and unforeseen conditions. Provided, however, that the provisions of sections III, V, VI and VII of this Consent Decree and Final Judgment shall in no event be subject to modification without the consent of the State of California and all affected Participating Manufacturers. In the event that any of the sections of this Consent Decree and Final Judgment enumerated in the preceding sentence are modified by this Court, by any other court or by any other means without the consent of the State of California and all affected Participating Manufacturers, then this Consent Decree and Final Judgment shall be void and of no further effect. Changes in the economic conditions of the parties shall not be grounds for modification. It is intended that the Participating Manufacturers will comply with this Consent Decree and Final Judgment as originally entered, even if the Participating Manufacturers'

obligations hereunder are greater than those imposed under current or future law (unless compliance with this Consent Decree and Final Judgment would violate such law). A change in law that results, directly or indirectly, in more favorable or beneficial treatment of any one or more of the Participating Manufacturers shall not support modification of this Consent Decree and Final Judgment.

D. In any proceeding which results in a finding that a Participating Manufacturer violated this Consent Decree and Final Judgment, the Participating Manufacturer or Participating Manufacturers found to be in violation shall pay the State's costs and attorneys' fees incurred by the State of California in such proceeding.

E. The remedies in this Consent Decree and Final Judgment are cumulative and in addition to any other remedies the State of California may have at law or equity, including but not limited to its rights under the Agreement. Nothing herein shall be construed to prevent the State from bringing an action with respect to conduct not released pursuant to the Agreement, even though that conduct may also violate this Consent Decree and Final Judgment. Nothing in this Consent Decree and Final Judgment is intended to create any right for California to obtain any Cigarette product formula that it would not otherwise have under applicable law.

F. No party shall be considered the drafter of this Consent Decree and Final Judgment for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.

Nothing in this Consent Decree and Final Judgment shall be construed as approval by the State of California of the Participating Manufacturers' business organizations, operations, acts or practices, and the Participating Manufacturers shall make no representation to the contrary.

G. The settlement negotiations resulting in this Consent Decree and Final Judgment have been undertaken in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Consent Decree and Final Judgment shall be offered or received in evidence in any action or proceeding for any purpose. Neither this Consent Decree and Final Judgment nor any public discussions, public statements or public comments with respect to this Consent Decree and Final Judgment by the State of California or any Participating Manufacturer or its agents shall be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Consent Decree and Final Judgment.

H. All obligations of the Participating Manufacturers pursuant to this Consent Decree and Final Judgment (including, but not limited to, all payment obligations) are, and shall remain, several and not joint.

I. The provisions of this Consent Decree and Final Judgment are applicable only to actions taken (or omitted to be taken) within the States. Provided, however, that the preceding sentence shall not be construed as extending the territorial scope

of any provision of this Consent Decree and Final Judgment whose scope is otherwise limited by the terms thereof.

J. Nothing in subsection V(A) or V(I) of this Consent Decree shall create a right to challenge the continuation, after the MSA Execution Date, of any advertising content, claim or slogan (other than use of a Cartoon) that was not unlawful prior to the MSA Execution Date.

K. If the Agreement terminates in this State for any reason, then this Consent Decree and Final Judgment shall be void and of no further effect.

VII. FINAL DISPOSITION

A. The Agreement, the settlement set forth therein, and the establishment of the Escrow provided for therein are hereby approved in all respects, and all claims are hereby dismissed with prejudice as provided therein. The Memorandum of Understanding ("MOU"; a copy of which is attached hereto as Exhibit B and incorporated herein by this reference as though set forth in full) which was entered into on or about August 5, 1998, by counsel for the various plaintiffs in the cases coordinated in J.C.C.P. 4041, and which provides for the establishment of an escrow account from which California Cities and Counties may, pursuant to the MOU, receive payment, is approved in all respects.

B. The Court finds that the persons signing the Agreement have full and complete authority to enter into the binding and fully effective settlement of this action as set forth

in the Agreement. The Court also finds that the persons signing the Stipulation for Entry of Consent Decree and Final Judgment have full and complete authority to enter into said Stipulation. The Court further finds that entering into this settlement is in the best interests of the State of California.

C. The First Amended Complaint on file herein against Does 2-200, is ordered dismissed.

D. The Court Clerk is ordered to enter this Consent Decree and Final Judgment forthwith.

Dated: December , 1998

RONALD S. PRAGER
JUDGE OF THE SUPERIOR COURT

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ESCROW AGREEMENT

between

The State of California, Depositor

and

CITIBANK, N.A., Escrow Agent

Dated as of April 12, 2000

This Escrow Agreement (the "Agreement" or the "Escrow Agreement") is entered into as of April 12, 2000 by the Attorney General of the State of California, on behalf of the State of California (the "Depositor" or the "State") and Citibank, N.A., as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, the State and a number of California Cities and Counties, on August 5, 1998, entered into an agreement entitled "Memorandum of Understanding" (the "MOU"); and

WHEREAS, on December 9, 1998, the Honorable Ronald Prager, Judge of the San Diego County Superior Court, as the Coordination Trial Judge in *In re Tobacco Cases I*, I.C.C.P. 4041, signed and entered a Consent Decree and Final Judgment as between the State of California and the Participating Manufacturers, which Final Judgment incorporated within it as Exhibit A thereto the settlement agreement entitled "Master Settlement Agreement" (the "MSA") which the Settling States, including the State of California, and the Participating Manufacturers entered into, and incorporates within it as Exhibit B thereto the MOU; and

WHEREAS, pursuant to the MSA, the State is entitled to funds distributed through the National Escrow Agreement which was entered into on December 23, 1998, between the Settling States, including the State of California, and the Participating Manufacturers and the Escrow Agent; and

WHEREAS, pursuant to the National Escrow Agreement, Citibank, N.A., was appointed by the Settling States, including the State of California, and the Participating Manufacturers to serve as the Escrow Agent under the terms and conditions set forth therein; and

WHEREAS, pursuant to the National Escrow Agreement, the Escrow Agent shall allocate the national tobacco settlement monies among accounts including State-Specific Accounts with respect to each Settling State, including the State of California, in which State-Specific Finality occurs, in accordance with written instructions from the National Independent Auditor, (the "Independent Auditor"); and

WHEREAS, pursuant to the MSA, upon the occurrence of State-Specific Finality in California, the California portion of the monies deposited by the Participating Manufacturers in the Subsection IX(b) Account (First), the Subsection IX(b) Account (Subsequent), the Subsection IX(c)(1) Account, and the Subsection IX(c)(2) Account (as such accounts are defined in the National Escrow Agreement) shall be transferred to a State-Specific Account designated by the MSA as the account for the State of California ("California Account"); and

WHEREAS, pursuant to the MSA, after Final Approval, the Independent Auditor shall instruct the Escrow Agent to disburse the funds held in the California Account to (or as directed by) the State; and

WHEREAS, pursuant to the MSA, to the extent that a payment is made to the California Account after the occurrence of all applicable conditions for the disbursement of such payment to the State, the Independent Auditor shall instruct the Escrow Agent to disburse such payment promptly following its deposit; and

WHEREAS, pursuant to the MOU, certain Cities and all Counties in California, upon meeting the conditions set forth in the MOU, are entitled to 50% of all funds transferred to the California Account, designated as the State-Specific account for the State of California distributed by virtue of the MSA; and

WHEREAS, the State of California entered into an Agreement Regarding Interpretation of MOU (the "ARIMOU") with certain Cities and all Counties in California which requires the State of California to enter into this Escrow Agreement; and

WHEREAS, the ARIMOU requires that 50% of the money disbursed from the California account be credited to the State of California and that those certain Cities and all Counties, upon attaining eligibility by meeting the conditions set forth in the MOU and the ARIMOU, are collectively entitled to 50% of all funds distributed by virtue of the MSA and disbursed from the California Account (State-Specific account for the State of California), unless the Escrow Agent receives different instructions from the State; and

WHEREAS, the Superior Court of the County of San Diego approved the ARIMOU by Order entered on January 18, 2000:

NOW, THEREFORE, the parties agree as follows:

SECTION 1. Appointment of Escrow Agent

The State of California hereby appoints Citibank, N.A. to serve as Escrow Agent under this Escrow Agreement according to the terms and conditions set forth herein, and the Escrow Agent, by its execution hereof, hereby accepts such appointment and agrees to perform the duties and obligations of the Escrow Agent set forth herein. The Escrow Agent appointed under the terms of this Escrow Agreement shall be the Escrow Agent as defined in, and for all purposes of, the Agreement.

SECTION 2. Definitions

1. Capitalized terms used in this Escrow Agreement and not otherwise defined herein shall have the meaning given to such terms in the MSA and/or the MOU and the ARIMOU.
2. "California Local Government Escrow Account" means a single, segregated account to be established by the Escrow Agent into which shall be transferred, consistent with instructions from the State, the MOU Proportional Allocable Share of each City and/or County from the funds disbursed from the California Account.
3. "City" or "Cities" means, individually or collectively, the City of Los Angeles, the City of San Diego, the City of San Francisco and the City of San Jose.
4. "City/County Account" means a single, segregated account to be established by the Escrow Agent into which shall be transferred the MOU Proportional Allocable Share of each City and/or County which has not been identified as an Eligible City or County by the State or each City and/or County about which the status as an Eligible City or County is in dispute as so identified in instructions from the State.
5. The term "City/County Steering Committee" means the City and County of San Francisco, the City of Los Angeles, the City of San Jose, the County of Santa Clara, the County of Santa Barbara and the County of Los Angeles.
6. "Claim Over" means a circumstance in which Section XII(a)(4)(A) of the MSA does not relieve an Original Participating Manufacturer of all liability and Section XII(a)(4)(B) of the MSA is invoked resulting in an Original Participating Manufacturer receiving a continuing dollar-for-dollar offset for any amounts paid by such Original Participating Manufacturer (or by any person or entity that is a Released Party by virtue of its relation to any Original Participating Manufacturer) on any liability against such Original Participating Manufacturer's share, determined as described in step E of Section IX(j)(7)(E) of the MSA, owing to the State (and by virtue of the MOU, to the Cities and Counties), up to the full amount of such Original Participating Manufacturer's share of such Allocated Payment each year, until all such amounts paid on such liability have been offset ("Claim Over Offset Amount").
7. "County" or "Counties" means, individually or collectively, the 58 counties of California.

8. "Disputed Claims Account" means a single, segregated account to be established by the Escrow Agent, after being instructed in writing to do so by the State, to hold disputed amounts in the event that there is a dispute as to whether the State has identified the appropriate Claim Over Offset Amount or the correct Responsible Party in the event of a Claim Over. Such disputed amounts shall be held pending subsequent written notification by the State which directs the manner of disposition to be made of the disputed amount.

9. "Eligible City," "Eligible County," "Eligible Cities and/or Eligible Counties" and/or "Eligible Cities/Eligible Counties" mean, individually or collectively, those Cities and Counties who because they have satisfied all requirements under the MOU and the AR/MOU are entitled to receive a portion of tobacco settlement monies which are transferred to the California Account as provided by the MSA, the MOU and the AR/MOU. Eligible Cities and/or Eligible Counties will be identified by the State to the Escrow Agent for the purpose of this Escrow Agreement in Attachment B hereto.

10. "Escrow Court" means the court of the State of New York to which the Escrow Agreement is presented for approval, or such other court as agreed to by the Escrow Agent and the State of California.

11. "J.C.C.P. 4041 Court" means the San Diego County Superior Court that presided over *In Re Tobacco Cases I*, Judicial Council Coordination Proceeding No. 4041.

12. "MOU Proportional Allocable Share" means that portion of the Tobacco Settlement Proceeds transferred to the California Account as provided for by the MSA and then received by the State and Cities and Counties, in the percentages set forth in Section 6 of the MOU.

13. "Responsible Entity" means the entity, whether the State or a City or County, that obtains a judgment or settlement which causes a claim-over as described in Section XII(a)(4) of the MSA. The State will advise the Escrow Agent in writing as to the identity of a Responsible Party.

14. "State" means the State of California but whenever this Escrow Agreement indicates that an action is to be taken by the State, "State" shall specifically mean the Attorney General of the State of California or a designee specified by the Attorney General in writing.

15. "State Escrow Account" means a single, segregated account to be established by the Escrow Agent into which shall be transferred, consistent with instructions from the State, the MOU Proportional Allocable Share of the State of California from the funds disbursed from the California Account.

SECTION 3. *Escrow and Accounts*

Depositor and Escrow Agent hereby agree that, in consideration of the mutual promises and covenants contained herein, Escrow Agent shall hold in escrow and shall distribute Escrow Property (as defined herein) in accordance with and subject to the following Instructions and Terms and Conditions:

INSTRUCTIONS:

1. Escrow Property

The property and/or funds deposited or to be deposited with Escrow Agent in the California Account as instructed by the Independent Auditor in accordance with the MSA.

All funds received by the Escrow Agent pursuant to the terms of this Escrow Agreement shall be held and disbursed in accordance with the terms of this Escrow Agreement. Such funds and any earnings thereon shall constitute the "Escrow" and shall be held by the Escrow Agent separate and apart from all other funds and accounts of the Escrow Agent.

The Escrow Agent shall allocate the funds received by it from the California Account among the accounts referenced in this Escrow agreement (each one an "Account" and collectively the "Accounts") including the State Escrow Account, California Local Government Escrow Account, the City/County Account and the Disputed Claims Account in accordance with written instructions from the State.

The foregoing property and/or funds, plus all interest, dividends and other distributions and payments thereon (collectively the "Distributions") received by the Escrow Agent, less any property and/or funds distributed or paid in accordance with this Escrow Agreement, are collectively referred to herein as "Escrow Property." The Escrow Agent shall have no duty to solicit the Escrow Property.

2. Investment of Escrow Property

The Escrow Agent shall invest or reinvest Escrow Property, without distinction between principal and income, in accordance with written instructions delivered to the Escrow Agent by the State specifying any one or more of the following investments from the Depositor designated herein.

- A. Direct obligations of, or obligations the timely payment of principal and interest on which are fully and unconditionally guaranteed by, the United States of America or any agency thereof, maturing no more than one year after the date of acquisition thereof;
- B. Interest-bearing time or demand deposits with, or certificates of deposit maturing within 30 days of the acquisition thereof and issued by, any bank or trust company organized under the laws of the United States of America or of any of the 50 states thereof and having combined capital, surplus and undistributed profits in excess of \$500,000,000 whose long-term unsecured debt is rated "AA" or higher by Standard & Poor's and "Aa" or higher by Moody's;
- C. Commercial paper rated (on the date of acquisition thereof) at least A-1 and P-1 or equivalent by Standard & Poor's and Moody's, respectively, maturing not more than 180 days from the date of creation thereof; and
- D. Other investments specified by written instructions from all of the Original Participating Manufacturers, Settling States having Allocable Shares aggregating at least 66 2/3%, and the State.

In the absence of written instructions the Escrow Agent will invest Escrow Property in the Citibank Nassau Time-Deposit Account so long as said account meets the criteria set forth in 2.B, above.

Each reference herein to a rating from Standard & Poor's or Moody's shall be construed as an equivalent rating by another nationally recognized credit rating agency and if one (but not both) of Standard & Poor's and Moody's is not then in the business of rating debt the required rating from the corporation still in such business shall suffice for the purposes of this section 3.

The Escrow Agent shall have no obligation to invest or reinvest the Escrow Property if deposited with the Escrow Agent after 11:00 a.m. (E.S.T.) on such day of deposit. Instructions received after 11:00 a.m.(E.S.T.) will be treated as if received on the following business day.

The Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to release the Escrow Property pursuant to the terms thereof. Requests (or instructions) received after 11:00 a.m. (E.S.T.) by the Escrow Agent to liquidate the Escrow Property will be treated as if received on the following business day. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Property. Any interest or other income received on such investment and reinvestment of the Escrow Property shall become part of the Escrow Property. If a selection is not made, the Escrow Property shall remain

uninvested with no liability for interest therein. It is agreed and understood that the Escrow Agent may earn fees associated with the investments outlined above.

The Escrow Agent shall have no liability for any loss arising from or related to any such investment other than in accordance with paragraph 5 of the Terms and Conditions.

5. Distribution of Escrow Property

A. The Escrow Agent is directed to hold and distribute the Escrow Property in the amounts as are calculated and specified in writing by the State and in the following manner:

- (1) 50% of each dollar, or portion thereof, distributed from the California Account shall be credited to the State and placed in the State Escrow Account; and
- (2) 50% of each dollar, or portion thereof, shall be credited to the Cities and Counties and placed in the California Local Government Escrow Account.

B. Immediately upon receipt, each dollar, or portion thereof, credited to the State Escrow Account shall be distributed in the manner set forth in Attachment A unless the Escrow Agent receives different instructions in writing from the State three business days prior to deposit.

C. Immediately upon receipt, each dollar, or portion thereof, credited to the California Local Government Account shall be distributed in the manner set forth below as such amounts are calculated and specified in writing by the State unless the Escrow Agent receives different instructions in writing from the State three business days prior to deposit.

Ten percent (10%) of the funds is to be credited to the Cities. Each Eligible City shall be allocated two and one half percent (2.5%). The remaining ninety percent (90%) of the funds to be credited to the Cities and Counties shall be allocated among the Eligible Counties, on a per capita basis, calculated by using population data set forth for California Counties as reported in the most current Official United States Decennial Census.

The State shall make any necessary adjustments to the distribution percentages as they relate to this clause and the MOU promptly upon the issuance of each future Official United States Decennial Census. Until further notification the Eligible Cities and Counties shall receive MOU Proportional Allocable shares in the proportions set forth in Attachment B hereto.

D. On the third Business Day after a transfer into an Account, the Escrow Agent shall deliver to the State a statement showing the amount of such transfer, the source of the transfer, and the Account or Accounts to which such transfer has been credited. All amounts credited to an account shall be retained in such Account until disbursed therefrom in accordance with the provisions of this Escrow Agreement and/or pursuant to written instructions by the State. In the event of a conflict, instructions from the State shall govern over instructions contained in this Escrow agreement. The Escrow Agent shall be entitled to conclusively rely on the instructions provided by the State.

E. Distribution shall be by wire transfer and shall be made to the State, Eligible Cities and Eligible Counties as provided in Attachments A and C hereto no later than the next Business Day after the funds have been credited to the State Escrow Account and the California Local Government Account unless contrary instructions in writing actually have been received by the Escrow Agent from the State three business days prior to distribution. It is understood by the parties to this Escrow agreement that instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following Business Day.

F. On the third Business Day after disbursing any funds from an Account, the Escrow Agent shall deliver to the State a written statement showing the amount disbursed to each Eligible City/Eligible County or the State and the date of such transfer.

G. No funds are to be disbursed to any City or County that has not been identified by the State as an Eligible City or County. If any city or county has not attained Eligibility, the MOU Proportional Allocable Share set forth in Attachment B plus interest thereon as specified by the State in writing for each such City and/or County shall be placed in a single segregated account, the "City/County Account," established by the Escrow Agent, and held (along with any earnings thereon), separate and apart from all other funds and accounts of the Escrow Agent, until the Escrow Agent receives further written instructions from the State. The Escrow Agent shall promptly provide to the State an accounting of the funds placed in the account, indicating the total amount placed therein and the amount placed therein which is being held for the benefit of each specific City or County. The Escrow Agent may charge each such City or County whose MOU Proportional Allocable Share is placed in such account, such City's or County's proportional share of the Escrow Agent's normal charges for establishing and maintaining such account (based on the percentage that such City's or County's MOU Proportional Allocable Share represents of the total amount in such account) through the date the Escrow Agent is notified by the State that such City and/or County has obtained the status of Eligible City or Eligible County and the Escrow Agent may deduct such charges from the amount such City and/or County is due when the Escrow Agent is notified by the State that such City and/or County has obtained the status of Eligible City or Eligible County. The Escrow Agent will charge each such City or County by notifying the State in writing of its fees and expenses in connection with establishing and maintaining such account. The State will then calculate how much of such fees and expenses are allocable to each City and County, and then notify the Escrow Agent in writing of the amounts allocated to each City and County. The Escrow Agent will then deduct the specified charges from the appropriate account as directed by the State in writing.

H. When the Escrow Agent receives written notification from the State (including specific dollar amounts) that any City and/or County has attained the status of Eligible City and/or Eligible County, the Escrow Agent shall no later than one Business Day subsequent thereto disburse to such newly Eligible City and/or Eligible County all funds representing such newly Eligible City's and/or Eligible County's MOU Proportional Allocable Share which had previously been placed in the separate City/County Account pursuant to subparagraph G above including any interest generated therefrom, after deducting the appropriate Escrow Agent's charges in the specific amounts instructed in writing by the State.

I. In the event of a dispute as to whether a City and/or a County has attained the status of an Eligible City and/or Eligible County, the Escrow Agent, upon receiving written instructions from the State, shall deposit the MOU Proportional Allocable Share of any such City and/or County to which such dispute pertains into the City/County Account. The Escrow Agent shall promptly provide to the State an accounting of the funds placed in such account, indicating the total amount placed therein and the amount placed therein which is being held for the benefit of each specific City and/or County. Upon receipt from the State of an order or judgment of eligibility issued by the J.C.C.P. 4041 Court, the Escrow Agent shall disburse all funds including interest allocated to such newly Eligible City or newly Eligible County no later than one Business Day after actual receipt of such notice from the State. Escrow Agent charges may be calculated and deducted in the same manner as Subparagraph G above.

J. In the event that there is a dispute resulting from a "Claim Over," the Escrow Agent, as instructed in writing by the State, shall establish a segregated account, the "Disputed Claims Account", into which will be distributed funds in the amount that the State has identified as the Claim Over Offset Amount or such part of that amount that is the subject of dispute. Such account shall be established in the name of the Responsible Entity as identified by the State to the Escrow Agent in writing (i.e., "Disputed Claims Account of -----"). The Escrow Agent may charge each such Responsible Entity its normal charges for establishing and maintaining each such Disputed Claims Account. The Escrow Agent may, upon notice received from the State as to who is liable for the Escrow Agent's charges, deduct its charges from the

amount due the Responsible Entity, the State or those members of the City/County Steering Committee that are identified as liable.

K. If the Escrow Agent has not received written notification from the State that a City or County has attained the status of Eligible City and/or Eligible County, by the later of June 30, 2001, or the expiration of any grace period specified by the State, the Escrow Agent, upon written instruction by the State and after deducting the appropriate Escrow Agent's charges, shall do the following:

- (1) All funds previously placed in the City/County account (including any proceeds generated therefrom) for such City or County shall be deducted from such account and 50% thereof shall be disbursed to the State Escrow Account and the remaining 50% shall be disbursed to the California Local Government Escrow Account for distribution consistent with subparagraphs B, C, D, E and F, above, unless contrary instructions have been provided by the State.
- (2) The Escrow Agent, upon receipt of notification from the State that such City and/or County has subsequently attained the status of Eligible City and/or Eligible County, shall disburse all MOU Proportional Allocable Shares for such City and/or County which accrue after the date of notification that such City/County has obtained the status of Eligible City or Eligible County unless the State provides written instructions to the Escrow Agent that a specific lesser amount shall be paid because of a claim over.

L. In the event of a "Claim Over", it is the intent of the State and the Cities and Counties that, in accordance with the MOU, all benefits and burdens that affect the funds to be distributed to and from the California Account will be borne equally by the State on one hand, and the Eligible Cities and Eligible Counties on the other.

(1) The State shall notify the Escrow Agent, that Section XII(a)(4)(B) of the MSA has been invoked, and provide the Escrow Agent with written instructions specifying amounts (including interest) and account information, stating the Claim Over Offset Amount and the identity of the Responsible Entity and instruct the Escrow Agent as follows:

(a) That the amounts otherwise allocable to the Responsible Entity shall thereafter be reduced dollar-for-dollar until the full Claim Over Offset Amount has been deducted from the MOU Proportional Allocable Share owed to the Responsible Entity.

(b) That the Responsible Entity shall be responsible for the interest on the Claim Over Offset Amount at the annual rate equal to the available daily rate of return earned by the California Pooled Money Investment Account from the actual date of disbursement of the reduced share to the State and to the Eligible Cities and Eligible Counties. Interest owed is determined from the date the funds are released to the date of actual disbursement to the State/Eligible Cities/Eligible Counties.

(2) If the Escrow Agent is not instructed in writing that action has been taken to contest the State's identification of the correct Responsible Entity or appropriate Claim Over Offset Amount, the following shall occur in accordance with written instructions from the State specifying the amounts referenced in this section 3(L) (2) (a) as calculated by the State, and account information:

(a) If the Claim Over Offset Amount is less than the MOU Proportional Allocable Share of the Responsible Entity, the Claim Over Offset Amount shall be deducted and credited as follows:

(1) If the Responsible Entity is the State, in the manner set forth in the mathematical example attached hereto as Attachment D, to wit:

(aa) An amount equal to one-half of the offset shall be deducted from the State's Escrow Account share and shall be credited to the California Local Government Account.

(bb) Any amounts credited to the California Local Government Account pursuant to this subparagraph shall be allocated among and disbursed to the Eligible Cities and Eligible Counties as provided in Section 3 of this Escrow agreement and as instructed by the State.

(ii) If the Responsible Entity is a City or County, in the manner set forth in the mathematical example attached hereto as Attachment E, to wit:

(aa) An amount equal to one-half of the offset shall be deducted from the Responsible Entity's MOU Proportional Allocable Share and shall be credited to the State's Escrow Account.

(bb) After making the deduction described in paragraph (aa), the remaining one-half of the offset shall be deducted from the Responsible Entity's MOU Proportional Allocable Share, and shall be reallocated to each Eligible City and Eligible County (including the Responsible Entity) pursuant to its MOU Proportional Allocable Share in the manner provided in Section 3 of this Escrow agreement. The State will notify the Escrow Agent of distribution amounts to be made to the State and to each Eligible City and Eligible County.

(b) If the Claim Over Offset Amount is equal to or greater than the MOU Proportional Allocable Share of the Responsible Entity, the State shall instruct the Escrow Agent that such Claim Over Offset Amount shall be deducted and credited as follows in accordance with written instructions from the State specifying the amounts referenced in this section 3(L) (2) (a) as calculated by the State, and account information:

(i) If the Responsible Entity is the State, in the manner set forth in the mathematical example attached hereto as Attachment F, to wit:

(aa) The entire MOU Proportional Allocable Share of the State shall be credited to the California Local Government Account until the Claim Over Offset Amount has been repaid in full, including interest as described in Section L.(1)(b) of this Escrow agreement.

(bb) Once any remaining Claim Over Offset Amount, including any interest as described in Section L.(1)(c), is less than the Responsible Entity's MOU Proportional Allocable Share during any payment period, Section L.(2)(a) shall govern distribution and allocation.

(cc) Any amounts credited to the California Local Government Account pursuant to this Section L.(2)(b) shall be disbursed among the Cities and Counties as provided in Section 3 of this Escrow agreement.

(ii) If the Responsible Entity is a City or County, in the manner set forth in the mathematical example attached hereto as Attachment G, to wit:

(aa) The entire MOU Proportional Allocable Share of the Responsible Entity shall be credited 50% to the State Escrow Account

and 50% to the California Local Government Account until the Claim Over Offset Amount has been repaid in full, including interest as described in Section L.(1)(c) of this Escrow agreement. The Responsible Entity's MOU Proportional Allocable Share of any amounts redistributed to the California Local Government Account under this paragraph (aa) shall be credited 50% to the State Escrow Account and 50% pro rata to the remaining Cities and Counties (excluding the Responsible Entity) based on their MOU Proportional Allocable Shares.

(bb) At such time as any remaining Claim Over Offset Amount, including any interest as described in Section L.(1)(c), is less than the Responsible Entity's MOU Proportional Allocable Share during any payment period then Section L.(2)(a) shall govern distribution and allocation.

(cc) The State shall instruct the Escrow Agent as to the appropriate deductions and credits as set forth in this Section L.(2)(b).

(3) If a petition is filed with the J.C.C.P. 4041 Court for a ruling regarding a dispute over the identification of the correct Responsible Entity or the amount of claim over offset, the State shall instruct the Escrow Agent to establish a Disputed Claims Account to hold such disputed amounts pending subsequent notification by the State which directs the manner of disposition to be made of the disputed amount. The State will instruct the Escrow Agent to distribute the disputed amount in accordance with any order or judgment entered by the Court. An appeal of such decision shall not delay distribution of the disputed amounts absent a court order to the contrary from the appropriate California Court which has been provided to the Escrow Agent by the State.

(4) The Escrow Agent shall be entitled to conclusively rely upon the State's identification of the Responsible Entity and the Claim Over Offset Amount in allocating and distributing funds.

4. Addresses and Account Information

Notices, instructions and other communications shall be sent to Escrow Agent as follows: Global Agency & Trust Services Department, Citibank, N.A., 111 Wall Street, 5th Floor, New York, New York 10043, (telephone number: (212) 657-5035, facsimile number: (212) 657-3866 and to the State at the Office of the Attorney General, 1300 I Street, P.O. Box 944255, Sacramento, CA 94244-2350, telephone number: (916) 323-3770, facsimile number: (916) 323-0813 or 327-2319.

5. Distribution of Escrow Property Upon Termination

Upon termination of this Escrow Agreement, Escrow Property then held hereunder shall be distributed as set forth in Section 3, above, unless the State has provided instructions in writing to the contrary.

6. Compensation

(a) All fees and expenses due and owing the Escrow Agent shall be deducted equally, i.e. 50% from each, from the State Escrow Account and the California Local Government Escrow Account prior to the disbursement of any funds pursuant to this escrow agreement and/or transfer of any funds to

any other account, such as the City/County Account or the Disputed Claims Account. The following fees and expenses shall be paid:

- (i) At the time of execution of this Escrow Agreement, an acceptance fee of \$2500;
- (ii) An annual flat fee of \$50,000 including disbursement for the State Escrow Account and California Local Escrow Account until April 15, 2004, then, \$36,000 flat annual fee including disbursement for the State Escrow Account and California Local Escrow Account beginning April 15, 2004 until termination of the escrow facility; and
- (iii) An annual flat fee of \$8000 and \$100 per disbursement per Disputed Claims Account; and
- (iv) An annual flat fee of \$8000 and \$100 per disbursement upon activation of the City/County Account; and
- (v) All reasonable expenses, disbursements and advances incurred or made by the Escrow Agent in performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

It is understood that the Escrow Agent's fees may be adjusted from time to time to conform to its then current guidelines.

(b) Depositor shall pay an investment transaction fee of \$100.00 for each purchase or sale of a security made by Escrow Agent hereunder.

(c) Depositor shall be responsible for and shall reimburse Escrow Agent upon demand for all fees, expenses and disbursements incurred or made by Escrow Agent in connection with this Escrow Agreement.

SECTION 4 *Terms and Conditions*

1. The Escrow Agent shall have no duty or obligation hereunder other than to take such specific actions as are required of it from time to time under the provisions of this Escrow Agreement, and it shall incur no liability hereunder or in connection herewith for anything whatsoever other than any liability resulting from its own gross negligence or willful misconduct. The Escrow Agent shall not be bound in any way by any agreement or contract other than this Escrow Agreement, and the only duties and responsibilities of the Escrow Agent shall be the duties and obligations specifically set forth in this Escrow Agreement.

2. The duties, responsibilities and obligations of Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. The Escrow Agent shall not be subject to, nor required to comply with, any other agreement to which Depositor is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Escrow Agreement) from Depositor or an entity acting on its behalf. Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any financial or other liability in the performance of any of its duties hereunder.

3. This Escrow Agreement is for the exclusive benefit of the parties hereto and their respective permitted successors hereunder, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever except as provided in paragraph 14 hereof with respect to the resignation of the Escrow Agent.

4. If at any time Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Property (including but not limited to orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of the Escrow Property), Escrow Agent is authorized to comply therewith in any manner it or legal counsel of its own choosing deems appropriate; and if Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

5. (A) Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall Escrow Agent be liable (i) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from any Depositor or any entity acting on behalf of any Depositor, (ii) for any indirect, consequential, punitive or special damages, regardless of the form of action and whether or not any such damages were foreseeable or contemplated, (iii) for the acts or omissions of its nominees, correspondents, designees, agents, subagents or subcustodians, (iv) for the investment or reinvestment of any cash held by it hereunder, in each case in good faith, in accordance with the terms hereof, including without limitation any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Escrow Property, or any loss of interest incident to any such delays, or (v) for an amount in excess of the value of the Escrow Property, valued as of the date of deposit, but only to the extent of direct money damages.

(B) If any fees, expenses or costs incurred by, or any obligations owed to, Escrow Agent or its counsel hereunder are not promptly paid when due, Escrow Agent may reimburse itself therefor from the Escrow Property and may sell, convey or otherwise dispose of any Escrow Property for such purpose. The Escrow Agent may in its sole discretion withhold from any distribution of Escrow Property an amount of Escrow Property it believes would, upon sale or liquidation, produce proceeds equal to any unpaid amounts to which Escrow Agent is entitled to hereunder.

(C) As security for the due and punctual performance of any and all of Depositor's obligations to Escrow Agent hereunder, now or hereafter arising, Depositor hereby pledges, assigns and grants to Escrow Agent a continuing security interest in, and a lien on, the Escrow Property and all Distributions thereon or additions thereto (whether such additions are the result of deposits by Depositors or the investment of Escrow Property). The security interest of Escrow Agent shall at all times be valid, perfected and enforceable by Escrow Agent against Depositor and all third parties in accordance with the terms of this Escrow Agreement.

(D) Escrow Agent may consult with legal counsel of its own choosing at the expense of the Depositor as to any matter relating to this Escrow Agreement, and Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

(E) Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

(F) The Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. The Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and

may assume that any person purporting to give receipt or advice to make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

6. Unless otherwise specifically set forth herein Escrow Agent shall proceed as soon as practicable to collect any checks or other collection items at any time deposited hereunder. Should Escrow Agent in its sole discretion or otherwise credit Distributions before the same are finally collected, such credits shall be provisional and may be reversed by Escrow Agent without notice until such time as the same shall be finally collected. All such collections shall be subject to Escrow Agent's usual collections practices or terms regarding items received by Escrow Agent for deposit or collection. Escrow Agent shall not be required, or have any duty, to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder or to exercise any right or privilege which may be afforded to the holder of any such security.

7. Escrow Agent shall provide to Depositor monthly statements identifying transactions, transfers or holdings of Escrow Property and each such statement shall be deemed to be correct and final upon receipt thereof by the Depositor unless Escrow Agent is notified in writing, by the Depositor, to the contrary within thirty (30) business days of the date of such statement.

8. Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement. The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

9. The Escrow Agent shall not be under any duty to give the Escrowed Property held by it hereunder any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder except as directed in this Escrow Agreement. Uninvested funds held hereunder shall not earn or accrue interest.

10. When the Escrow Agent is instructed in writing to deliver securities against payment, or to effect payment against delivery, delivery and receipt of payment may not be completed simultaneously, and the Depositor agrees that the Escrow Agent shall incur no liability for any credit risk involved, and that the Escrow Agent may deliver and receive securities, and arrange for payments to be made and received, in accordance with customs prevailing from time to time among brokers or dealers in such securities.

11. Notices, instructions or other communications shall be in writing in English and shall be given to the address set forth in the "Addresses" provision herein (or to such other address as may be substituted therefor by written notification to Escrow Agent or Depositor). Notices to Escrow Agent shall be deemed to be given when actually received by the Escrow Agent (Global Agency Trust). Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by Depositor or by a person or persons authorized by Depositor. Whenever under the terms hereof the time for giving a notice or performing an act falls upon a Saturday, Sunday, or a banking holiday in New York, such time shall be extended to the next day on which the Escrow Agent is open for business.

12. The Depositor shall indemnify, hold harmless and defend the Escrow Agent and its officers, director, employees and agents from and against any and all losses, claims, liabilities and reasonable expenses, including the reasonable fees of its counsel, which it may suffer or incur in connection with the performance of its duties and obligations under this Escrow Agreement, except for those losses, claims, liabilities and expenses resulting solely and directly from its own gross negligence or willful misconduct. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not

limited to lost profits). In addition, when the Escrow Agent acts on any information, instructions, communications, (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by telephone, telex or facsimile, the Escrow Agent, absent gross negligence, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the Depositor or is not in the form the Depositor sent or intended to send (whether due to fraud, distortion or otherwise). The Depositor shall indemnify the Escrow Agent against any loss, liability, claim or expense (including legal fees and expenses) it may incur with its acting in accordance with any such communication. This paragraph shall survive the termination of this Escrow Agreement or the removal of the Escrow Agent.

13. (A) Depositor may remove Escrow Agent at any time by giving to Escrow Agent thirty (30) calendar days' prior notice in writing. Escrow Agent may resign at any time by giving the Depositor thirty (30) calendar days' prior written notice thereof.

(B) Within ten (10) calendar days after giving the foregoing notice of removal to Escrow Agent or receiving the foregoing notice of resignation from Escrow Agent, the Depositor shall agree on and appoint a successor Escrow Agent, and provide written notice of such to the resigning Escrow Agent. If a successor Escrow Agent has not accepted such appointment by the end of such 10-day period, Escrow Agent may, in its sole discretion, deliver the Escrow Property to the State for deposit in the "Tobacco Settlement Account Fund" at the address provided herein or may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by Escrow Agent in connection with such proceeding shall be paid by, and be deemed a joint and several obligation of, the Depositor. In the event of any such resignation or removal, the Escrow Agent shall have no further obligation with respect to the Escrow Property.

(C) Upon receipt of the identity of the successor Escrow Agent, Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor Escrow Agent, less Escrow Agent's fees, costs and expenses or other obligations owed to Escrow Agent, or hold such Escrow Property (or any portion thereof), pending distribution, until all such fees, costs and conclusively expenses or other obligations are paid.

(D) Upon delivery of the Escrow Property to the successor Escrow Agent, Escrow Agent shall have no further duties, responsibilities or obligations hereunder.

14. (A) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, refrain from taking any action other than retain possession of the Escrow Property, unless Escrow Agent receives written instructions, which eliminates such ambiguity or uncertainty.

(B) In the event of any dispute between or conflicting claims by or among the Depositor and/or any other person or entity with respect to any Escrow Property, Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Escrow Property so long as such dispute or conflict shall continue, and Escrow Agent shall not be or become liable in any way to the Depositor for failure or refusal to comply with such conflicting claims, demands or instructions. Escrow Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to Escrow Agent or (ii) Escrow Agent shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all Losses which it may incur by reason of so acting. Any court order, judgment or decree shall be accompanied by a legal opinion by counsel for the presenting party, satisfactory to the Escrow Agent, to the effect that said order, judgment or decree represents a final adjudication of the rights of the parties by a court of competent jurisdiction, and that the time for appeal

from such order, judgment or decree has expired without an appeal having been perfected. The Escrow Agent shall act on such court order and legal opinions without further question. Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be paid by, and shall be deemed a joint and several obligation of, the Depositor.

(C) The Escrow Agent shall have no responsibility for the contents of any writing of the arbitrators or any third party contemplated herein as a means to resolve disputes and may conclusively rely without any liability upon the contents thereof.

15. This Escrow Agreement shall be interpreted, construed, enforced and administered in accordance with the internal substantive laws (and not the choice of law rules) of the State of New York. The Depositor hereby submits to the personal jurisdiction of, and each agrees that all proceedings relating hereto shall be brought in, courts located within the City and State of New York Escrow Court. The Depositor hereby waives the right to trial by jury and to assert counterclaims in any such proceedings. To the extent that in any jurisdiction Depositor may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity. Depositor waives personal service of process and consents to service of process by certified or registered mail, return receipt requested, directed to it at the address last specified for notices hereunder, and such service shall be deemed completed ten (10) calendar days after the same is so mailed. Any court order shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to the Escrow Agent to the effect that said opinion is final and non-appealable. The Escrow Agent shall act on such court order and legal opinions without further question.

16. The Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and having only possession thereof. The Depositor shall pay or reimburse the Escrow Agent upon request for any transfer taxes or other taxes relating to the Escrow Property incurred in connection herewith and shall indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes. Any payments of income from the Escrow Property shall be subject to withholding regulations then in force with respect to United States taxes. The Depositor will provide the Escrow Agent with appropriate W-9 forms for tax I.D., number certifications, or W-8 forms for non-resident alien certifications. This paragraph shall survive notwithstanding any termination of this Escrow Agreement or the resignation or removal of the Escrow Agent.

18. Except as otherwise permitted herein, this Escrow Agreement may be modified only by a written amendment signed by all the parties hereto, and no waiver of any provision hereof shall be effective unless expressed in a writing signed by the party to be charged.

19. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

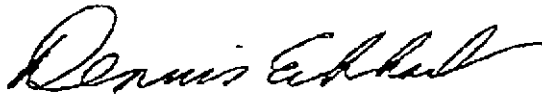
20. Each Depositor hereby represents and warrants (a) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (b) that the execution, delivery and performance of this Escrow Agreement by the Depositor does not and will not violate any applicable law or regulation.

21. The invalidity, illegality or unenforceability of any provision of this Escrow Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

22. This Escrow Agreement shall constitute the entire agreement of the parties with respect to the subject matter and supersedes all prior oral or written agreements in regard thereto.
23. The provisions of these Terms and Conditions and paragraph 6 of Part I shall survive termination of this Escrow Agreement and/or the resignation or removal of the Escrow Agent.
24. No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank, N.A." by name or the rights, powers, or duties of the Escrow Agent under this Escrow Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of Escrow Agent.
25. The headings contained in this Escrow Agreement are for convenience of reference only and shall have no effect on the interpretation or operation hereof.
26. This Escrow Agreement may be executed by each of the parties hereto in any number of counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all such counterparts shall together constitute one and the same agreement.
27. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties.
28. Any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any corporation succeeding to the business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

IN WITNESS WHEREOF, each of the parties have caused this Escrow Agreement to be executed by a duly authorized officer as of the day and year first written above.

Depositor, State of California

By: 

Name: Dennis Eckhart
Title: Senior Assistant Attorney General

CITIBANK, N.A., as Escrow Agent

By:
Name:
Title:

ATTACHMENT A

WIRING INSTRUCTIONS INFORMATION FORM
Final Approval Disbursement

Please complete this form and fax it to Brian Wycliff at PricewaterhouseCoopers (fax no: 212-596-7969) and Mary Schläfer at NAAG (fax no: 202-408-8064) by Monday, October 11, 1999.

State: California

Attorney General: Bill Lachy
(signature)

Date: October 12 1999

BANK ROUTING INFORMATION

Bank Name: Bank of America, San Francisco, California

Bank ABA Routing Number: 121000358

Bank Account Number: 01482 - 80005

Bank Account Name: Department of Justice - Tobacco Litigation

Primary Bank Contact Person, Title, Telephone #, E-mail address: Marilyn Goodridge / Northern California Government Banking, Unit 1436/ (916) 321-4803

Secondary Bank Contact Person, Title, Telephone #: Lena Sgheiza, Northern California Government Banking, Unit 1436/ (916) 321-4808

Bank address: 555 Capitol Mall, Suite 1436, Sacramento, California 95814

Bank Telephone #: (916) 321-4803 Bank Fax #: (916) 321-4822

STATE GOVERNMENT CONTACT INFORMATION

Primary Contact Person, Title, Telephone #: Vicky Archer/ Treasurer's Officer/ (916) 653-3340

Address: State Treasurer's Office, 915 Capitol Mall, Room 319, Sacramento, California 95814

Fax #: (916) 653-3135

Secondary Contact Person, Title, Telephone #, E-mail address: Janie Apodaca /Manager, Cashiering/Revolving Fund / (916) 327-4159/ APODACJ@HDCDOJNET.STATE.CA. US

Address: Department of Justice, 1300 I Street, Suite 125, Sacramento, California 95814; P.O. Box 944255, Sacramento, California 94244-2550

Fax #: (916) 323-0708

ATTACHMENT B

Eligible Cities and Counties

<u>City/County</u>	<u>MOU Proportional Allocable Share</u>
County of Alameda	0.038684912
County of Alpine	0.000033659
County of Amador	0.000908437
County of Butte	0.005507657
County of Calaveras	0.000967681
County of Colusa	0.000492187
County of Contra Costa	0.024306394
County of Del Norte	0.000709475
County of El Dorado	0.003810330
County of Fresno	0.020186175
County of Glenn	0.000749939
County of Humboldt	0.003603356
County of Imperial	0.003305532
County of Inyo	0.000552852
County of Kern	0.016435785
County of Kings	0.003068617
County of Lake	0.001531178
County of Lassen	0.000834616
County of Los Angeles	0.268039045
City of Los Angeles	0.025000000
County of Madera	0.002664010
County of Marin	0.006958543
County of Mariposa	0.000432520
County of Mendocino	0.002629787
County of Merced	0.005395248
County of Modoc	0.000292681
County of Mono	0.000301088
County of Monterey	0.010755839
County of Napa	0.003349746
County of Nevada	0.002374293
County of Orange	0.072899828
County of Placer	0.005225682
County of Plumas	0.000596945
County of Riverside	0.035395529
County of Sacramento	0.031488456
County of San Benito	0.001109788
County of San Bernardino	0.042894526
County of San Diego	0.075544785
City of San Diego	0.025000000
City and County of San Francisco	0.046893906
County of San Joaquin	0.014535111
County of San Luis Obispo	0.006567395

County of County of San Mateo	0.019645843
County of Santa Barbara	0.011177653
County of Santa Clara	0.045289595
City of San Jose	0.025000000
County of Santa Cruz	0.006947596
County of Shasta	0.004446650
County of Sierra	0.000100343
County of Siskiyou	0.001316461
County of Solano	0.010294983
County of Sonoma	0.011740576
County of Stanislaus	0.011205295
County of Sutter	0.001948033
County of Tehama	0.001500755
County of Trinity	0.000395050
County of Tulare	0.009433088
County of Tuolumne	0.001465402
County of Ventura	0.020232324
County of Yolo	0.004266892
County of Yuba	0.001760926
	=====
	1.000000

ATTACHMENT C

The wiring instructions for the following eligible cities and counties have been provided to Citibank under separate cover.

Alameda County
Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Contra Costa County
Del Norte County
El Dorado County
Fresno County
Glenn County
Humboldt County
Imperial County
Inyo County
Kern County
Kings County
Lake County
Lassen County
Los Angeles County
 City of Los Angeles
Madera County
Marin County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Monterey County
Napa County
Nevada County
Orange County
Placer County
Plumas County
Riverside County
Sacramento County
San Benito County
San Bernardino County
San Diego County
 City of San Diego
San Francisco County
 City of San Francisco
San Joaquin County
San Luis Obispo County
San Mateo County
Santa Barbara County
Santa Clara County
 City of San Jose

Santa Cruz County
Shasta County
Sierra County
Siskiyou County
Solano County
Sonoma County
Stanislaus County
Sutter County
Tehama County
Trinity County
Tulare County
Tuolumne County
Ventura County
Yolo County
Yuba County

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APPENDIX E

FORM OF OPINION OF BOND COUNSEL

[Delivery Date]

Inland Empire Tobacco Securitization Authority
Riverside, California

Re: Inland Empire Tobacco Securitization Authority
Tobacco Settlement Asset-Backed Bonds
(Inland Empire Tobacco Securitization Corporation)
Series 2007

(Final Opinion)

Ladies and Gentlemen:

We have acted as bond counsel to the Inland Empire Tobacco Securitization Authority (the “Issuer”) in connection with the issuance of \$87,650,000.00 principal amount of Inland Empire Tobacco Securitization Authority Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007A Turbo Current Interest Bonds (the “Series 2007A Bonds”), \$53,757,702.60 principal amount of Inland Empire Tobacco Securitization Authority Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007B Turbo Convertible Capital Appreciation Bonds (the “Series 2007B Bonds”), \$53,541,801.45 principal amount of Inland Empire Tobacco Securitization Authority Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007C-1 Turbo Capital Appreciation Bonds (the “Series 2007C-1 Bonds”), \$29,652,581.40 principal amount of Inland Empire Tobacco Securitization Authority Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007C-2 Turbo Capital Appreciation Bonds (the “Series 2007C-2 Bonds”), \$23,457,163.80 principal amount of Inland Empire Tobacco Securitization Authority Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007D Turbo Capital Appreciation Bonds (the “Series 2007D Bonds”), \$18,948,552.00 principal amount of Inland Empire Tobacco Securitization Authority Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007E Turbo Capital Appreciation Bonds (the “Series 2007E Bonds”), and \$27,076,490.00 principal amount of Inland Empire Tobacco Securitization Authority Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007F Turbo Capital Appreciation Bonds (the “Series 2007F Bonds”). The Series 2007A Bonds, Series 2007B Bonds, Series 2007C-1 Bonds, Series 2007C-2 Bonds, Series 2007D Bonds, Series 2007E Bonds and Series 2007F Bonds are collectively referred to herein as the “Series 2007 Bonds.” The Series 2007 Bonds are issued pursuant to the provisions of the Joint Exercise of Powers Act (constituting Chapter 5 of

Inland Empire Tobacco
Securitization Authority
[Delivery Date]
Page 2

Division 7 of Title 1 of the California Government Code) and an Indenture, dated as of August 1, 2007, between the Issuer and Wells Fargo Bank, National Association, as trustee (the “Trustee”), as supplemented by the Series 2007 Supplement, dated as of August 1, 2007, between the Issuer and the Trustee (as so supplemented, the “Indenture”). The Indenture provides that the Series 2007 Bonds are issued for the purpose of making a loan of the proceeds thereof to the Inland Empire Tobacco Securitization Corporation (the “Corporation”) pursuant to a Secured Loan Agreement, dated as of August 1, 2007 (the “Loan Agreement”), between the Issuer and the Corporation. The loan under the Loan Agreement will be used by the Corporation to finance the purchase of certain assets of the County of Riverside (the “County”) pursuant to a Purchase and Sale Agreement, dated as of August 1, 2007 (the “Purchase and Sale Agreement”), between the County and the Corporation. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

In such connection, we have reviewed the Indenture; the Loan Agreement; the Purchase and Sale Agreement; the Issuer Tax Certificate; the Corporation Tax Certificate; the County Tax Certificate; opinions of counsel to the Issuer, the County and the Corporation; certificates of the Issuer, the Trustee, the County, the Corporation and others; and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this opinion is not intended to, and may not, be relied upon in connection with any such actions, events or matters. Our engagement with respect to the Series 2007 Bonds has concluded with their issuance, and we disclaim any obligation to update this opinion. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Issuer (and, for purposes of the opinion numbered 3 below, the Corporation). We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture, the Loan Agreement, the Purchase and Sale Agreement, the Issuer Tax Certificate, the Corporation Tax Certificate and the County Tax Certificate, including (without limitation) covenants and

agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Series 2007 Bonds to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Series 2007 Bonds, the Indenture, the Loan Agreement, the Purchase and Sale Agreement, the Issuer Tax Certificate, the Corporation Tax Certificate and the County Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitation on legal remedies against joint powers authorities in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in or subject to the lien of the Indenture, the Loan Agreement or the Purchase and Sale Agreement or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. We also express no opinion regarding the accreted value tables or calculations set forth or referred to in any of the Series 2007 Bonds or in the Indenture. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Offering Circular or other offering material relating to the Series 2007 Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Series 2007 Bonds constitute the valid and binding limited obligations of the Issuer.
2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Issuer. The Indenture creates, as security for the Series 2007 Bonds, a valid pledge of the Collateral, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.
3. The Loan Agreement has been duly executed and delivered by, and constitutes a valid and binding agreement, of the parties thereto.
4. The Purchase and Sale Agreement has been duly executed and delivered and constitutes a valid and binding agreement of the parties thereto.

Inland Empire Tobacco
Securitization Authority
[Delivery Date]
Page 4

5. The Series 2007 Bonds are not a lien or charge upon the funds or property of the Issuer except to the extent of the aforementioned pledge. Neither the faith and credit nor the taxing power of the State of California or of any political subdivision thereof, including the County, is pledged to the payment of the principal of or interest on the Series 2007 Bonds. The Series 2007 Bonds are not a debt of the State of California or any member of the Issuer, including the County, and neither said State nor any such member is liable for the payment thereof.

6. Interest on the Series 2007 Bonds, including any original issue discount, is excluded from gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes. Interest on the Series 2007 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that it is included in adjusted current earnings when calculating corporate alternative minimum taxable income. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2007 Bonds.

Faithfully yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

per

APPENDIX F

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

The following is a summary of certain provisions of the Indenture, the Loan Agreement and Purchase and Sale Agreement which are not described elsewhere in this Offering Circular. These summaries do not purport to be to be complete or definitive and reference should be made to such documents for a full and complete statement of their provisions. See “THE SERIES 2007 BONDS” and “SECURITY FOR THE SERIES 2007 BONDS” for further descriptions of certain terms and provisions of the Series 2007 Bonds. All capitalized terms not defined in the Offering Circular have the meanings set forth in the Indenture.

DEFINITIONS

The following are definitions of certain terms used in this Offering Circular.

“Accounts” means the accounts established and maintained by the Indenture Trustee.

“Accreted Value” means, with respect to any Capital Appreciation Bond, an amount equal to the initial principal amount of such Bond, plus interest accrued thereon from its date, compounded on each June 1 and December 1 after its issuance (through and including the Maturity Date or earlier redemption date of such Bond, or in the case of a Convertible Bond, through and excluding the applicable Conversion Date or earlier redemption date of such Bond) at the interest rate for such Bond, as set forth in the applicable Series Supplement and in accordance with the Accreted Value Table attached thereto; provided, however, that the Issuer shall calculate or cause to be calculated the Accreted Value on any date other than a Distribution Date set forth in the applicable Series Supplement or in an exhibit thereto by straight line interpolation of the Accreted Values as of the immediately preceding and succeeding Distribution Dates. In performing such calculation, the Issuer shall be entitled to engage and rely upon a firm of accountants, consultants or financial advisors with appropriate knowledge and experience (which may include BondLogistix LLC). The Indenture Trustee may conclusively rely upon such calculations.

“Accreted Value Table” means a table of accreted values with respect to Capital Appreciation Bonds as set forth in the related Series Supplement for such Bonds.

“Accretion Interest Rate” means the applicable rate for Capital Appreciation Bonds or Convertible Bonds corresponding to the increases in Accreted Values shown on the Accreted Value Tables set forth in the related Series Supplement for such Bonds.

“Additional Bonds” has the meaning given to that term in the Indenture.

“ARIMOU” means the Agreement Regarding the Interpretation of the Memorandum of Understanding, among the State of California and certain other signatories thereto, as originally executed and as it may be amended or supplemented from time to time in accordance with the terms thereof.

“Authority” means the Issuer.

“Authorized Officer” means: (i) in the case of the Issuer, the Chair, the Vice-Chair, the Treasurer/Controller of the Issuer and any other person authorized to act under the Indenture by appropriate Written Notice to the Indenture Trustee, and (ii) in the case of the Indenture Trustee, any officer assigned to the Corporate Trust Office, including any managing director, vice president, assistant vice president, assistant treasurer, assistant secretary or any other officer of the Indenture Trustee

customarily performing functions similar to those performed by any of the above designated officers and having direct responsibility for the administration of the Indenture, and also, with respect to a particular matter, any other officer, to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

"Basic Documents" means the Indenture, the Loan Agreement, the Purchase and Sale Agreement, the Issuer Tax Certificate, the Corporation Tax Certificate and the County Tax Certificate, or any similar documents relating to Additional Bonds or bonds issued by the Issuer to refund the Bonds.

"Bondholders," "Holders" and similar terms mean the registered owners of the Bonds from time to time as shown on the books of the Indenture Trustee.

"Bond Obligation" means, as of any given date of calculation, (a) with respect to any Outstanding Current Interest Bond, the principal amount of such Current Interest Bond, and (b) with respect to any Outstanding Capital Appreciation Bond, the Accreted Value thereof as of such date.

"Bonds" means collectively, the Series 2007 Bonds issued under the Indenture, and any Additional Bonds.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in New York, New York, or Riverside, California or where the Corporate Trust Office is otherwise located, are required or authorized by law to be closed.

"California Escrow Agent" means Citibank, N.A., acting in its capacity as escrow agent under the California Escrow Agreement, or its successor in such capacity, as provided in the California Escrow Agreement.

"California Escrow Agreement" means that certain escrow agreement, dated April 12, 2000, as amended by the first amendment to escrow agreement, dated July 19, 2001, between the Attorney General of the State of California, on behalf of the State and the California Escrow Agent, as originally executed and as it may be amended or supplemented from time to time in accordance with the terms thereof.

"Capital Appreciation Bond" means a Bond (including, as the context requires, a Convertible Bond prior to the applicable Conversion Date), the interest on which is compounded on each Distribution Date, commencing on the first Distribution Date after its issuance through (1) and including the Maturity Date or earlier redemption date of such Bond in the case of a Capital Appreciation Bond which is not a Convertible Bond, or (2) and excluding the Conversion Date in the case of a Convertible Bond.

"Closing Date" means August 16, 2007.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" shall have the meaning ascribed thereto in the Indenture.

"Collection Account" means the Account of that name established and maintained by the Indenture Trustee pursuant to the Indenture.

"Consent Decree" means that certain consent decree and final judgment entered by the Superior Court of the State of California, County of San Diego on December 9, 1998 in Case No. J.C.C.P. 4041.

“Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Issuer and the Indenture Trustee, as dissemination agent thereunder, dated the date of issuance and delivery of the bonds, as originally executed and as it may be amended or supplemented from time to time in accordance with the terms thereof.

“Conversion Date” means the date set forth in the applicable Series Supplement on and after which a Convertible Bond is deemed a Current Interest Bond and after which the Owners shall be entitled to current payments of interest on each Distribution Date after the Conversion Date.

“Convertible Bond” or “Convertible Capital Appreciation Bond” means a Capital Appreciation Bond that is deemed to be a Current Interest Bond after the applicable Conversion Date.

“Corporate Trust Office” means the office of the Indenture Trustee at which the corporate trust business of the Indenture Trustee related to the Indenture shall, at any particular time, be principally administered, which office is, at the date of the Indenture, located at 117 Wilshire Boulevard, 17th Floor, Los Angeles, CA 90017.

“Corporation” means the Inland Empire Tobacco Securitization Corporation, a nonprofit public benefit corporation created under the California Nonprofit Public Benefit Corporation Law.

“Corporation Tax Certificate” means the Corporation Tax Certificate executed by the Corporation at the time of the issuance of the Bonds, as originally executed and as it may be amended or supplemented from time to time in accordance with the terms thereof.

“Corporation Tobacco Assets” has the meaning given to that term in the Loan Agreement.

“Counsel” means nationally recognized bond counsel or such other counsel as may be selected by the Issuer for a specific purpose under the Indenture.

“County” means the County of Riverside, a political subdivision of the State of California.

“County Tax Certificate” means the County Tax Certificate executed by the County at the time of issuance of the Bonds, as originally executed and as it may be amended or supplemented from time to time in accordance with the terms thereof.

“County Tobacco Assets” has the meaning given to that term in the Purchase and Sale Agreement and consists of, collectively, all right, title and interest of the County in, to and under the MOU, the ARIMOU, the MSA and the Consent Decree including, without limitation, the rights of the County to be paid the money due to it under the MOU, the ARIMOU, the MSA and the Consent Decree.

“Current Interest Bond” means a Bond (including, as the context requires, a Convertible Bond on and after the applicable Conversion Date), the interest on which is payable currently on each Distribution Date after the applicable Conversion Date.

“Debt Service Account” means the Account of that name established and maintained by the Indenture Trustee pursuant to the Indenture.

“Debt Service Reserve Account” means the Account of that name established and maintained by the Indenture Trustee pursuant to the Indenture.

“Debt Service Reserve Requirement” means an amount equal to \$16,092,825.00 with respect to the Series 2007A Bonds and the 2007B Bonds and means an amount equal to \$0 for the Series 2007C Bonds, the Series 2007D Bonds, the Series 2007E Bonds and the Series 2007F Bonds which requirement may be changed in connection with the issuance of Additional Bonds.

“Default” means an Event of Default without regard to any declaration, notice or lapse of time.

“Default Rate” means the rate per annum set forth in the Series Supplement at which the Bonds will accrue or accrete on and during the continuance of a Default due to failure to pay the due interest or principal or Accreted Value at maturity on any Bonds.

“Defeasance Collateral” means money and (i) non-callable obligations of, or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States, including, but not limited to, all direct or fully guaranteed U.S. Treasury obligations, Farmers Home Administration certificates of beneficial ownership, General Services Administration participation certificates, U.S. Maritime Administration guaranteed Title XI financing, Small Business Administration - guaranteed participation certificates and guaranteed pool certificates, Government National Mortgage Association (“GNMA”) - GNMA guaranteed mortgage-backed securities and GNMA guaranteed participation certificates, U. S. Department of Housing and Urban Development local authority bonds, Washington Metropolitan Area Transit Authority guaranteed transit bonds, and U.S. Treasury State and Local Government Series; (ii) non-callable obligations of government-sponsored agencies that are not backed by the full faith and credit of the U. S. Government, including, but not limited to, Federal Home Loan Mortgage Corp. (FHLMC) Debt Obligations, Farm Credit System (formerly Federal Land Banks, Intermediate Credit Banks, and Banks for Cooperatives) consolidated systemwide bonds and notes, Federal Home Loan Banks (FHL Banks) consolidated debt obligations, Federal National Mortgage Association (FNMA) debt obligations, and Resolution Funding Corp. (REFCORP) debt obligations; and (iii) stripped securities where the principal-only and interest-only strips are derived from non-callable obligations issued by the U. S. Treasury and REFCORP securities stripped by the Federal Reserve Bank of New York, excluding custodial receipts, i.e. CATs, TIGERS, unit investment trusts and mutual funds;

(iv) obligations timely maturing and bearing interest (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof);

(v) certificates evidencing ownership of the right to the payment of the principal of and interest on obligations described in clause (ii), provided, that such obligations are held in the custody of a bank or trust company satisfactory to the Indenture Trustee in a segregated trust account in the trust department separate from the general assets of such custodian;

(vi) bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (y) which are not callable at the option of the obligor or otherwise prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice, and (z) timely payment of which is fully secured by a fund consisting only of cash or obligations of the character described in clause (i), (ii) or (iii) which fund may be applied only to the payment when due of such bonds or other obligations; and

(vii) any other obligations approved by each Rating Agency then rating any of the Bonds as acceptable for defeasance purposes;

provided, that Defeasance Collateral shall not include obligations of the County.

“Defeasance Turbo Schedule” means, for a Series of Bonds that includes Turbo Term Bonds, the schedule of projected Outstanding balances of such Turbo Term Bonds set forth in the related Series Supplement or in an exhibit thereto.

“Defeased Bonds” means Bonds that remain in the hands of their Holders but are no longer deemed Outstanding.

“Deposit Date” means the date of actual receipt by the Indenture Trustee of any Revenues, provided that any payment received prior to January 1 of the year in which due, will be deemed to have been received on January 1 of such year.

“Distribution Date” means each June 1 and December 1, commencing on December 1, 2007.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and includes any nominee of DTC in whose name any Bonds are then registered.

“Eligible Investments” means:

(i) Obligations, participations, or other instruments, issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises which are rated by each Rating Agency in one of the two highest rating categories assigned by such agency;

(ii) demand and time deposits in or certificates of deposit of, or bankers’ acceptances issued by, any bank or trust company (including the institution acting as the Indenture Trustee and its affiliates), savings and loan association or savings bank, payable on demand or on a specified date no more than twelve months after the date of purchase, if such deposits or instruments are rated by each Rating Agency in the highest rating category assigned by such agency;

(iii) certificates, notes, warrants, bonds, obligations or other evidences of indebtedness of a state or a political subdivision thereof rated (without regard to rating subcategories) by each Rating Agency in one of the two highest rating categories assigned by such agency;

(iv) commercial or finance company paper (including both non-interest-bearing discount obligations and interest bearing obligations payable on demand or on a specified date not more than 270 days after the date of issue) that is rated by each Rating Agency in the highest short term rating category assigned by such agency;

(v) repurchase agreements with respect to any security described in clause (i) or (ii) above entered into with a primary dealer, domestic depository institution or trust company (acting as principal) rated by each Rating Agency in the highest short term rating category assigned by such agency and collateralized by securities described in clause (i) or (ii) provided, that (1) a specific written agreement governs the transaction, (2) the securities are held, free and clear of any lien, by the Indenture Trustee or an independent third party acting solely as agent for the Indenture Trustee, and such third party is (a) a Federal Reserve Bank, or (b) a member of the Federal Deposit Insurance Corporation that has combined surplus and undivided profits of not less than \$25 million, and the Indenture Trustee has received written confirmation from such third party that it holds such securities, free and clear of any lien, as agent for the Indenture Trustee, (3) the repurchase agreement has a term of twelve months or less, and the Indenture Trustee will value the collateral securities no less frequently than weekly and will liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within one Business Day

of such valuation, and (4) the fair market value of the collateral securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 102%;

(vi) securities bearing interest that are issued by any corporation incorporated under the laws of the United States of America or any state thereof and rated by each Rating Agency in one of the two highest rating categories assigned by such agency and payable on demand or on a specified date no more than 24 months from the date of purchase;

(vii) shares of beneficial interest issued by diversified management companies, that invest only in securities and obligations as authorized by the Indenture and that are rated by each Rating Agency in one of the two highest rating categories assigned by such agency. To be eligible for investment these companies shall have net assets in excess of \$500,000,000. The purchase of shares in any one mutual fund may not exceed ten percent (10%) of the aggregate principal amount of all Eligible Investments then held and the total invested may not exceed twenty percent (20%) of the aggregate principal amount of all Eligible Investments then held and may include, if so rated, any such fund which the Indenture Trustee serves as an investment advisor, administrator, shareholder or servicing agent and/or custodian or sub-custodian, notwithstanding that (x) the Indenture Trustee or an affiliate of the Indenture Trustee charges and collects fees and expenses (not exceeding current income) from such fund for services rendered, (y) the Indenture Trustee charges and collects fees and expenses for services for services rendered pursuant to the Indenture, and (z) services performed for such funds and pursuant to the Indenture may converge at any time (the Issuer specifically authorizes the Indenture Trustee to charge and collect all fees and expenses from such funds for services rendered to such funds, in addition to any fees and expenses the Indenture Trustee may charge and collect for services rendered pursuant to the Indenture.

(viii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California which invests exclusively in investments permitted by Section 53601 of Title 5, Division 2, Chapter 4 of the Government Code of the State of California, as it may be amended, provided such trust is rated by each Rating Agency in one of the two highest rating categories assigned by such agency.

(ix) investment agreements or guaranteed investment contracts rated, or with any financial institution or corporation whose senior long-term debt obligations are rated, or guaranteed by a financial institution whose senior long-term debt obligations are rated, at the time such agreement or contract is entered into, by each Rating Agency in one of the two highest rating categories assigned by such agency, if the Issuer has an option to terminate such agreement in the event that either such rating is downgraded below the rating on the Bonds, or if not so rated, then collateralized by securities described in clause (i) or (ii) above with any registered broker-dealer or with any domestic commercial bank whose long-term debt obligations are rated "investment grade" by each Rating Agency; provided, that (1) a specific written agreement governs the transaction, (2) the securities are held, free and clear of any lien, by the Indenture Trustee or an independent third party acting solely as agent for the Indenture Trustee, and such third party is (a) a Federal Reserve Bank, or (b) a member of the Federal Deposit Insurance Corporation that has combined surplus and undivided profits of not less than \$25 million, and the Indenture Trustee has received written confirmation from such third party that it holds such securities, free and clear of any lien, as agent for the Indenture Trustee, (3) the agreement has a term of thirty days or less, or the Indenture Trustee will value the collateral securities no less frequently than monthly and will liquidate the collateral securities if any deficiency in the required collateral percentage is not restored with five Business Days of such valuation, and (4) the fair market value of the collateral securities in relation to the amount of the obligation, including principal and interest, is equal to at least 102%;

(x) forward purchase agreements by a financial institution or corporation whose long-term debt rating, or whose parent's long-term debt rating, is at least rated A by each Rating Agency. Securities

eligible for delivery under such forward delivery agreement will include those described in (i), (ii), (iii) or (iv) above. Any forward purchase agreement must be accompanied by a bankruptcy opinion that the securities delivered will not be considered a part of the bankruptcy estate in the event of a declaration of bankruptcy or insolvency by the provider;

(xi) other obligations or securities that are acceptable to each Rating Agency; and

(xii) Defeasance Collateral;

(xiii) any other obligations permitted under the Government Code of the State of California Section 53601 et. seq. for investments of public agencies of the State;

provided, that no Eligible Investment may (a) except for Defeasance Collateral, evidence the right to receive only interest with respect to the obligations underlying such instrument or (b) be purchased at a price greater than par if such instrument may be prepaid or called at a price less than its purchase price prior to its stated maturity, and provided further, that Eligible Investments shall not include any obligations of the County.

“Event of Default” means an event specified in the Indenture.

“Extraordinary Prepayment” means payment of Bonds pursuant to the provisions of the Indenture relating to extraordinary prepayment upon Event of Default.

“Extraordinary Prepayment Account” means the Account of that name established and maintained by the Indenture Trustee pursuant to the provisions of the Indenture.

“Fiduciary” means the Indenture Trustee and each Paying Agent, if any.

“Fiscal Year” means each 12-month period ending each June 30.

“Fitch” means Fitch, Inc. or its successor and assigns; references to Fitch are effective so long as Fitch is a Rating Agency.

“Fully Paid” means, with respect to any Bond: (i) such Bond has been canceled by the Indenture Trustee or delivered to the Indenture Trustee for cancellation, including but not limited to under the circumstances described in the Indenture; or (ii) such Bond shall have matured or been called for redemption and, on such Maturity Date or redemption date, money for the payment of the principal or Accreted Value of, redemption premium, if any, and interest on such Bond is held by the Indenture Trustee in trust for the benefit of the person entitled thereto; or (iii) such Bond is alleged to have been lost, stolen, destroyed, partially destroyed, or defaced and has been replaced as provided in the Indenture; or (iv) such Bond has been defeased as provided in the Indenture.

“Indenture” means the Indenture, as originally executed and as it may be amended or supplemented from time to time in accordance with the terms of the Indenture.

“Indenture Trustee” means Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States, acting in its capacity as trustee under the Indenture, or its successor, as provided in the Indenture.

“Issuer” means Inland Empire Tobacco Securitization Authority, a public entity of the State created pursuant to the JPA Agreement, its successors or assigns.

“Issuer Tax Certificate” means the Issuer Tax Certificate executed by the Issuer at the time of issuance of the Bonds, as originally executed and as it may be amended or supplemented from time to time in accordance with the terms thereof.

“JPA Agreement” means the Joint Exercise of Powers Agreement, dated as of July 18, 2007, creating the Issuer, between the County and the County of San Bernardino, as originally executed and as heretofore amended, and as it may be further supplemented from time to time in accordance with the terms thereof.

“Lender” means the Issuer in its capacity as lender under the Loan Agreement.

“Loan” has the meaning ascribed thereto in the Loan Agreement.

“Loan Agreement” means the Secured Loan Agreement, dated as of August 1, 2007, between the Issuer, as Lender, and the Corporation, as Corporation, as originally executed and as it may be amended or supplemented from time to time in accordance with the terms thereof.

“Loan Payments” has the meaning ascribed thereto in the Loan Agreement.

“Lump Sum Payment” means a lump sum payment received by the Indenture Trustee as a final payment from a PM which results in a release of that PM from all or any portion of its future obligations under the MSA.

“Lump Sum Prepayment Account” means the Account of that name established and maintained by the Indenture Trustee pursuant to the Indenture.

“Master Settlement Agreement” or “MSA” means the Master Settlement Agreement entered into on November 23, 1998, among the attorneys general of 46 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa and the Commonwealth of the Northern Mariana Islands and the OPMs, as originally executed and as it may be amended or supplemented from time to time in accordance with the terms thereof.

“Maturity Amount” means, with respect to any Bond, the amount set forth therein as the Maturity Amount thereof, as reduced in accordance with the terms thereof to reflect any partial redemption or partial prepayment.

“Maturity Date” means, with respect to any Bond, as set forth therein and in the Series Supplement, the final date on which all remaining principal or Accreted Value of such Bond is due and payable; notwithstanding any other provision of the Indenture or the Bonds, no Bond shall have a Maturity Date that is more than 50 years from its date of issuance.

“MOU” means the Memorandum of Understanding, dated August 5, 1998, among the Attorney General’s Office of the State of California and certain other signatories thereto, as originally executed and as it may be amended or supplemented from time to time.

“Officer’s Certificate” means a certificate signed by an Authorized Officer of the Issuer.

“Operating Account” means the Account of that name established and maintained by the Indenture Trustee pursuant to the Indenture.

“Operating Cap” means \$200,000 in 2007 dollars, inflated in each Fiscal Year following 2007 by the Inflation Adjustment Percentage as defined in the MSA, plus arbitrage payments, rebate and penalties specified in an Officer’s Certificate relating to the Bonds.

“Operating Expenses” means operating and administrative expenses of each of the Issuer and the Corporation (including, without limitation, the cost of preparation of accounting and other reports, costs of maintenance of the ratings on the Bonds, arbitrage payments and rebate penalties, insurance premiums and costs of annual meetings or other required activities of the Issuer or the Corporation), fees and expenses incurred for the Indenture Trustee, any Paying Agents (including expenses and disbursements of their agents and counsel), professional consultants and fiduciaries, termination payments on swap contracts, investment contracts or investment agreements for Accounts or on forward purchase contracts for investments in Accounts, enforcement related costs with federal and state agencies incurred, as determined by the County or the Issuer, in order to preserve the tax-exempt status of any Bonds intended by the Issuer to be Tax-Exempt Bonds at the time of issuance thereof, and the costs related to enforcement of the County’s rights under the MOU or the ARIMOU, or the Corporation’s, the Issuer’s or the Indenture Trustee’s enforcement rights with respect to the Basic Documents or the Bonds, and all other expenses so identified as Operating Expenses in the Indenture.

“OPM” means an Original Participating Manufacturer, as defined in the MSA.

“Outstanding,” when used as to Bonds, means Bonds issued under the Indenture, excluding: (i) Bonds that have been exchanged or replaced, or delivered to the Indenture Trustee for credit against a principal or Accreted Value payment; (ii) Bonds that have been paid in full; (iii) Bonds the payment of which shall have been provided for pursuant to the Indenture; and (iv) for purposes of any consent or other action to be taken by a specified percentage of Bondholders under the Indenture, Bonds held by or for the account of the Issuer, or any Person controlling, controlled by or under common control with the Issuer. For the purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Owners” and similar terms mean the registered owners of the Bonds from time to time as shown on the books of the Trustee. Unless and until Bonds have been issued to Owners other than the Depository, all references to “Owners” of the Bonds are qualified by reference to the Indenture.

“Payment Priorities” means, subject to the issuance of Additional Bonds which may be payable on a parity or subordinate basis to one or more series of the Series 2007 Bonds described below, payment of Bonds in the following order of priority:

- (1) first, the Series 2007A Bonds and the Series 2007B Bonds until they are Fully Paid in chronological order of maturities and by lot within a maturity, except for the purpose of Extraordinary Prepayments, in which case they are paid Pro Rata among maturities and by lot within a maturity;
- (2) second, the Series 2007C-1 Bonds and the Series 2007C-2 Bonds until they are Fully Paid in chronological order of maturities and by lot within a maturity, except for the purpose of Extraordinary Prepayments, in which case they are paid Pro Rata among maturities and by lot within a maturity;
- (3) third, the Series 2007D Bonds until they are Fully Paid, by lot within a maturity;

- (4) fourth, the Series 2007E Bonds until they are Fully Paid, by lot within a maturity; and
- (5) fifth, the Series 2007F Bonds until they are Fully Paid, by lot within a maturity.

“Person” means any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other organization or entity of any type, whether or not a legal entity.

“PM” means a Participating Manufacturer, as defined in the MSA.

“Pre 2027 Lump Sum Sold Tobacco Assets” has the meaning given to that term in the Purchase and Sale Agreement and consists of the County Tobacco Assets to the extent consisting of or relating to the applicable percentage set forth in the table below on a pari passu pro rata basis of any Lump Sum Payments made during the period from and after the Closing Date and before January 1, 2027.

Calendar Year	Percentage to County	Percentage to Indenture Trustee	Total
2007	24.11%	75.89%	100.00%
2008	22.90%	77.10%	100.00%
2009	21.68%	78.32%	100.00%
2010	20.47%	79.53%	100.00%
2011	19.25%	80.75%	100.00%
2012	18.27%	81.73%	100.00%
2013	17.26%	82.74%	100.00%
2014	16.24%	83.76%	100.00%
2015	15.18%	84.82%	100.00%
2016	14.10%	85.90%	100.00%
2017	12.99%	87.01%	100.00%
2018	11.90%	88.10%	100.00%
2019	10.77%	89.23%	100.00%
2020	9.61%	90.39%	100.00%
2021	8.14%	91.86%	100.00%
2022	6.67%	93.33%	100.00%
2023	5.13%	94.87%	100.00%
2024	3.51%	96.49%	100.00%
2025	1.80%	98.20%	100.00%

“Post 2026 Sold Tobacco Assets” has the meaning given to that term in the Purchase and Sale Agreement and consists of the County Tobacco Assets to the extent consisting of or relating to amounts due to the County from and after January 1, 2027.

“Pro Rata” means, for an allocation of available amounts to any payment of interest, Accreted Value or principal to be made under the Indenture, the application of a fraction to such available amounts (a) the numerator of which is equal to the amount due to the respective Owners, and (b) the denominator of which is equal to the total amount due to all Owners to whom such payment is owing.

“Projected Turbo Redemption” means, for a Series of Bonds, each respective Turbo Redemption projected to be made pursuant to the Indenture, as such projections are set forth in the Series Supplement with respect to such Series of Bonds.

“Purchase and Sale Agreement” means the Purchase and Sale Agreement dated as of August 1, 2007, between the County and the Corporation, as originally executed and as it may be amended or supplemented from time to time in accordance with the terms thereof.

“Purchase Price” has the meaning given to that term in the Purchase and Sale Agreement.

“Qualified Institutional Buyer” has the meaning given to that term in the Indenture.

“Rating Agency” means, with respect to the Series 2007 Bonds, each nationally recognized securities rating service that has, at the request of the Issuer, a rating then in effect for one or more Series of Bonds.

“Rating Confirmation” means with respect to any Series of Bonds, written evidence from a Rating Agency that no Bond rating then in effect from such Rating Agency will be withdrawn, reduced or suspended solely as a result of an action to be taken under the Indenture. If no rating is in effect with respect to any Series of Bonds, references to “Rating Confirmation in the Indenture shall be considered deleted and none shall be required with respect to such Series.

“Rebate Account” means the Account of that name established and maintained by the Indenture Trustee pursuant to the Indenture.

“Rebate Requirement” shall have the meaning ascribed thereto in the Issuer Tax Certificate.

“Revenues” means the Tobacco Settlement Revenues and all fees, charges, payments, proceeds, collections, investment earnings and other income and receipts (including Bond proceeds but only to the extent deposited in an Account) derived from the Collateral and paid or payable to the Issuer or the Indenture Trustee for the account of the Issuer or the Bondholders.

“Serial Bonds” means those Bonds identified as Serial Bonds in a Series Supplement.

“Serial Maturity” means the principal amount or Accreted Value of Serial Bonds due in any year as set forth in a Series Supplement.

“Series” means all Bonds so identified in a Series Supplement, regardless of variations in class, Maturity Date, interest rate or other provisions, and any Bonds thereafter delivered in exchange or replacement therefore, including the Series 2007A Bonds, the Series 2007B Bonds, the Series 2007C Bonds, the Series 2007D Bonds, the Series 2007E Bonds and the Series 2007F Bonds.

“Series 2007 Bonds” means, collectively, the Series 2007A Bonds, the Series 2007B Bonds, the Series 2007C Bonds, the Series 2007D Bonds, the Series 2007E Bonds and the Series 2007F Bonds.

“Series 2007A Bonds” means the Issuer’s \$87,650,000.00 Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007A Turbo Current Interest Bonds, dated the date of issuance thereof, including any Bonds issued in exchange or replacement therefor.

“Series 2007B Bonds” means the Issuer’s \$53,757,702.60 Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007B Turbo Convertible Capital

Appreciation Bonds, dated the date of issuance thereof, including any Bonds issued in exchange or replacement thereof.

“Series 2007C Bonds” means collectively, the Series 2007C-1 Bonds and the Series 2007C-2 Bonds.

“Series 2007C-1 Bonds” means the Issuer’s \$53,541,801.45 Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007C-1 Turbo Capital Appreciation Bonds, dated the date of issuance thereof, including any Bonds issued in exchange or replacement thereof.

“Series 2007C-2 Bonds” means the Issuer’s \$29,652,581.40 Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007C-2 Turbo Capital Appreciation Bonds, dated the date of issuance thereof, including any Bonds issued in exchange or replacement thereof.

“Series 2007D Bonds” means the Issuer’s \$23,457,163.80 Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007D Turbo Capital Appreciation Bonds, dated the date of issuance thereof, including any Bonds issued in exchange or replacement thereof.

“Series 2007E Bonds” means the Issuer’s \$18,948,552.00 Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007E Turbo Capital Appreciation Bonds, dated the date of issuance thereof, including any Bonds issued in exchange or replacement thereof.

“Series 2007F Bonds” means the Issuer’s \$27,076,490.00 Tobacco Settlement Asset-Backed Bonds (Inland Empire Tobacco Securitization Corporation), Series 2007F Turbo Capital Appreciation Bonds, dated the date of issuance thereof, including any Bonds issued in exchange or replacement thereof..

“Series 2007A Capitalized Interest Subaccount” means the subaccount of that name established within the Debt Service Account and maintained by the Indenture Trustee pursuant to the Indenture.

“Series 2007 Supplement” means the Series Supplement authorizing the Series 2007 Bonds.

“Series Supplement” means the Series 2007 Supplement and any other Supplemental Indenture providing for the issuance of Additional Bonds.

“Sold County Tobacco Assets” has the meaning given to that term in Section 2 of the Purchase and Sale Agreement and consists of the 2008-2020 Sold Tobacco Assets, the 2021-2026 Sold Tobacco Assets, the Post 2026 Sold Tobacco Assets and the Pre 2027 Lump Sum Sold Tobacco Assets.

“Starting Date” means January 1, 2027.

“State” means the State of California.

“Supplemental Indenture” means a Series Supplement or supplement to the Indenture executed and delivered in accordance with the terms of the Indenture. Any provision that may be included in a Series Supplement or Supplemental Indenture is also eligible for inclusion in the other subject to the provisions of the Indenture.

“Tax-Exempt Bonds” means any obligation the interest on which is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code.

“Term Bond Maturity” means the payment of principal or Accreted Value required to be made upon the Maturity Date of any Term Bond, as such schedule is set forth in a Series Supplement.

“Term Bonds” means those Bonds identified as Term Bonds in a Series Supplement.

“Tobacco Settlement Revenues” means, without duplication, the portion of the Collateral consisting of payments received pursuant to the MOU, the ARIMOU, the MSA and the Consent Decree.

“Turbo Redemption Account” means the Account of that name established and maintained by the Trustee pursuant to the Indenture.

“Turbo Redemption Payments” means the payments to redeem Turbo Bonds from amounts on deposit in the Turbo Redemption Account pursuant to the Indenture.

“Turbo Term Bonds” means the Term Bonds identified as Turbo Term Bonds in a Series Supplement.

“Turbo Term Bond Maturity” means the payment of principal or Accreted Value required to be made upon the Maturity Date of any Turbo Term Bond, as such schedule is set forth in a Series Supplement.

“Written Notice”, “written notice” or “notice in writing” means notice in writing which may be delivered by hand or first class mail and also means facsimile transmission.

“2008-2020 Sold Tobacco Assets” has the meaning given that term in the Purchase and Sale Agreement and consists of the County Tobacco Assets to the extent consisting of or relating to amounts due to the County after the first \$10,000,000 has been paid to the County in each year beginning on January 1, 2008 and ending on December 31, 2020.

“2021-2026 Sold Tobacco Assets” has the meaning given that term in the Purchase and Sale Agreement and consists of the County Tobacco Assets to the extent consisting of or relating to amounts due to the County after the first \$11,537,000 has been paid to the County in each year beginning on January 1, 2021 and ending on December 31, 2026.

THE INDENTURE

The Indenture sets forth the terms of the Bonds, the nature and extent of the security, various rights of the Bondholders, rights, duties and immunities of the Trustee and the rights and obligations of the Issuer. Certain provisions of the Indenture are summarized below. This summary does not purport to be complete or definitive and is qualified in its entirety by reference to the full terms of the Indenture.

Directors and State Not Liable on Bonds; Limited Obligation of Issuer

No member, director, officer or employee of the Issuer shall be individually or personally liable for the payment of the principal, interest or Accreted Value of the Bonds, but nothing contained in the Indenture shall relieve any director, officer or employee of the Issuer from the performance of any official duty provided by any applicable provisions of law or by the Indenture.

The Bonds are limited obligations of the Issuer, payable from and secured solely by Revenues and the other Collateral pledged under the Indenture. The Bondholders have no recourse to other assets of the Issuer, including, but not limited to, any assets pledged to secure payment of any other debt obligation of the Issuer. If, notwithstanding the limitation on recourse described in the preceding sentence, any Bondholders are deemed to have an interest in any asset of the Issuer pledged to the payment of other debt obligations of the Issuer, the Bondholders' interest in such asset shall be subordinate to the claims and rights of the holders of such other debt obligations and the Indenture will constitute a subordination agreement for purposes of Section 510(a) of the U.S. Bankruptcy Code. In the event the Collateral has been exhausted and the Bonds have not been paid in full, then any and all amounts remaining due on the Bonds shall be extinguished and shall not revive, and the Bonds shall be cancelled.

The Bonds do not constitute a charge against the general credit of the Issuer or any of its members, including the County, and under no circumstances shall the Issuer or any member, including the County, be obligated to pay the principal of or redemption premiums, if any, or interest on the Bonds, except from the Collateral pledged therefor under the Indenture.

Security Interest and Pledge

In order to secure payment of the Bonds, all with the respective priorities specified in the Indenture, the Issuer pledges to the Indenture Trustee, and grants to the Indenture Trustee a lien and security interest in, all of the Issuer's right, title and interest, whether now owned or hereafter acquired, in, to and under: (a) the Loan Agreement, including but not limited to the right to receive Loan Payments and to enforce the obligations of the Corporation pursuant to the Loan Agreement; (b) the Corporation Tobacco Assets; (c) the Accounts, all money, instruments, investment property and other property credited to or on deposit in the Accounts, and all investment earnings on amounts on deposit in or credited to the Accounts; (d) all present and future claims, demands, causes and things in action in respect of any or all of the foregoing and all payments on or under and all proceeds of every kind and nature whatsoever in respect of any or all of the foregoing, including all proceeds of the conversion, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, general intangibles, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, rights to payment of any and every kind, and other forms of obligations and receivables, instruments and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing, and (e) all proceeds of the foregoing. The property described in the preceding sentence is referred to in the Indenture as the "Collateral." The Collateral does not include (i) the rights of the Issuer pursuant to provisions for consent or other action by the Issuer, notice to the Issuer, indemnity or the filing of documents with the Issuer, or otherwise for its benefit and not for that of the Bondholders or (ii) the Rebate Account or the Operating Account, and all money, instruments, investment property and other property credited to or on deposit in the Rebate Account or the Operating Account. The Issuer will implement, protect and defend this grant of a security interest and pledge by all appropriate legal action, the cost thereof to be an Operating Expense.

Defeasance

When (a) there is held by or for the account of the Indenture Trustee Defeasance Collateral in such principal amounts, bearing fixed interest at such rates and with such maturities, including any applicable redemption or prepayment premiums as will provide sufficient funds to pay or redeem or prepay all obligations on Bonds of any Series or a portion thereof in full (to be verified by a nationally recognized firm of independent certified public accountants), (b) any required notice of redemption or prepayment shall have been duly given in accordance with the Indenture or irrevocable instructions to give notice shall have been given to the Indenture Trustee, and (c) all the rights under the

Indenture of the Fiduciaries have been provided for, then upon written notice from the Issuer to the Indenture Trustee, the Holders of such Bonds shall cease to be entitled to any benefit or security under the Indenture except the right to receive payment of the funds so held and other rights which by their nature cannot be satisfied prior to or simultaneously with termination of the lien under the Indenture, the security interests created by the Indenture (except in such funds and investments) shall terminate, as to such Bonds and if all Bonds are so defeased, the Issuer and the Indenture Trustee shall execute and deliver such instruments as may be necessary to discharge the Indenture Trustee's lien and security interests created under the Indenture and to make the Tobacco Settlement Revenues and other Collateral payable to the order of the Issuer. Upon such defeasance, the funds and investments required to pay or redeem or prepay the Bonds to such Bondholders shall be irrevocably set aside for that purpose, subject, however, to the provisions regarding unclaimed money in the Indenture, and money held for defeasance shall be invested only as provided in the provisions of the Indenture described under this heading and applied by the Indenture Trustee and other Paying Agents, if any, to the retirement of the Bonds. Any funds or property held by the Indenture Trustee and not required for payment or redemption or prepayment of the Bonds to Bondholders and such other obligations to the Fiduciaries shall be distributed pursuant to the order of the Issuer. Upon the discharge of the Indenture Trustee's lien and security interests created under the Indenture, the Indenture Trustee shall cooperate in delivering instructions to the Attorney General of the State to instruct the California Escrow Agent to transfer the Tobacco Settlement Revenues to or upon the order of the Corporation.

Subject to the requirements of federal tax law and to the right of the Issuer to redeem the Bonds in accordance with the optional redemption provisions of the Indenture, when Bonds are to be defeased, they are to be defeased pursuant to the Defeasance Turbo Schedule, and the Issuer shall provide for Turbo Redemption Payments of the principal or Accreted Value of the Bonds, based on the assumption that the Outstanding principal or Accreted Value on the Distribution Dates (taking such Turbo Redemption Payments into account) for the Bonds shall equal the outstanding amounts shown in the applicable Defeasance Turbo Schedule. If on the date of defeasance the principal or Accreted Value of Bonds Outstanding is greater than the Outstanding amount of principal or Accreted Value shown in the Defeasance Turbo Schedule for such date, such excess balance must be redeemed within not more than 30 days of the date of defeasance. If on the date of defeasance the principal or Accreted Value of Bonds Outstanding is less than the Outstanding amount of principal or Accreted Value shown in the Defeasance Turbo Schedule on such date (constituting a "Deficiency"), no redemption of the Bonds shall occur until the Distribution Date on which the Outstanding amount of principal or Accreted Value shown in the Defeasance Turbo Schedule is attained, and after such date the Turbo Redemptions shall occur in the amounts and on the dates shown in the Series Supplement.

Payment Priorities

Owners of the Series 2007C Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007A Bonds and Series 2007B Bonds and any other Bonds senior to the Series 2007C Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default. Owners of the Series 2007D Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007C Bonds and any other Bonds senior to the Series 2007D Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default. Owners of the Series 2007E Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007D Bonds and any other Bonds senior to the Series 2007E Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default. Owners of the Series 2007F Bonds are not entitled to receive any payment, including any Extraordinary Prepayment, until Owners of all Series 2007E Bonds and any other Bonds senior to the Series 2007F Bonds issued under the Indenture have been fully paid, regardless of the occurrence of an Event of Default.

Restrictions on Transfer

The Series 2007E Bonds and the Series 2007F Bonds shall be transferred only to Qualified Institutional Buyers (as defined below) and only in Authorized Denominations and shall be subject to the following transfer restrictions, except if at any time any Series 2007E Bond or Series 2007F Bond shall be currently rated in an “investment grade” rating category, without regard to pluses or minuses, by at least one nationally recognized rating agency, the transfer restrictions described in this section shall not apply to such Series 2007E Bond or Series 2007F Bond, as applicable.

Each Owner and beneficial owner of a Series 2007E Bond or Series 2007F Bond, by its purchase thereof, shall be deemed to have represented and agreed as set forth below, as applicable:

(a) *Qualified Institutional Buyer.* Such Owner or beneficial owner (A) is a “qualified institutional buyer” as defined in Rule 144(a)(1) promulgated under the United States Securities Act of 1933, as amended (a “Qualified Institutional Buyer”); and (B) is acquiring such Series 2007E Bond or Series 2007F Bond for its own account or for the account of a Qualified Institutional Buyer.

(b) *Aggregate Investment in Series 2007E Bonds not less than \$100,000.* As of the date of its purchase of such Series 2007E Bond, such Owner or beneficial owner has holdings amounting to at least \$100,000 in aggregate purchase price of Series 2007E that are not currently rated in an “investment grade” rating category, without regard to pluses or minuses, by at least one nationally recognized rating agency, it being understood that any purchase that does not comport with the representation and agreement deemed to be made pursuant to clause (a) above and this clause (b) shall deprive such Owner or beneficial owner of any right whatsoever to enforce the provisions of the Indenture (any provision of the Indenture to the contrary notwithstanding).

(c) *Aggregate Investment in Series 2007F Bonds not less than \$250,000.* As of the date of its purchase of such Series 2007F Bond, such Owner or beneficial owner has holdings amounting to at least \$250,000 in aggregate purchase price of Series 2007F Bonds that are not currently rated in an “investment grade” rating category, without regard to pluses or minuses, by at least one nationally recognized rating agency, it being understood that any purchase that does not comport with the representation and agreement deemed to be made pursuant to clause (a) above and this clause (c) shall deprive such Owner or beneficial owner of any right whatsoever to enforce the provisions of the Indenture (any provision of the Indenture to the contrary notwithstanding).

(d) *Future Transfers.* Such Owner or beneficial owner agrees that, if in the future it decides to offer, resell, pledge or otherwise transfer such Series 2007E Bond or Series 2007F Bond, (A) such Series 2007E Bond or Series 2007F Bond may be offered, resold, pledged or otherwise transferred only to a Qualified Institutional Buyer; and (B) it shall, and each subsequent Owner or beneficial owner is required to, notify any subsequent purchaser of such Series 2007E Bond or Series 2007F Bond from it of the resale restrictions described in this section.

Establishment of Accounts

The Indenture Trustee shall establish and maintain the following segregated trust accounts in the Trustee’s name:

- (a) the Collection Account;

- (b) the Operating Account;
- (c) the Debt Service Account and the Series 2007A Capitalized Interest Subaccount;
- (d) the Debt Service Reserve Account;
- (e) the Extraordinary Prepayment Account;
- (f) the Turbo Redemption Account;
- (g) the Lump Sum Prepayment Account; and
- (h) the Costs of Issuance Account.

Application of Revenues

Any Tobacco Settlement Revenues shall be promptly (and in no event later than two Business Days after receipt by the Indenture Trustee) deposited by the Indenture Trustee in the Collection Account. In the event that a Lump Sum Payment is made prior to the Starting Date, the Purchase and Sale Agreement provides that the County shall divide such Lump Sum Payment in accordance with the applicable percentage set forth in the definition of Pre 2027 Lump Sum Sold Tobacco Assets and transfer the Pre 2027 Lump Sum Sold Tobacco Assets to the Indenture Trustee clearly identifying such amounts as Pre 2027 Lump Sum Sold Tobacco Assets. The Indenture Trustee shall deposit such amount into the Lump Sum Prepayment Account. If a Lump Sum Payment is made after the Starting Date, the Issuer shall provide or cause to be provided to the Indenture Trustee a notice indicating the amount of Lump Sum Payment that the Indenture Trustee will receive and deposit in the Lump Sum Prepayment Account. Unless otherwise specified in the Indenture, the Indenture Trustee will deposit all Revenues received by it in the Collection Account. For a description of the flow of revenues, see “SECURITY FOR THE SERIES 2007 BONDS-Flow of Funds” in the forepart of the Offering Circular.

The Issuer covenants in the Indenture to pay its Operating Expenses to the parties entitled thereto, but only to the extent that funds are available for such purpose as provided in the Indenture.

The Indenture Trustee shall deposit into the Costs of Issuance Account all amounts designated in the applicable Series Supplement authorizing the issuance of the Bonds as available for the payment of Costs of Issuance. The Indenture Trustee shall pay Costs of Issuance as directed by an Officer’s Certificate. Any amounts remaining in the Costs of Issuance Account six months after the related deposit thereof shall be paid to the Corporation as additional Loan proceeds.

Rebate

The Indenture Trustee shall establish and maintain when required an account separate from any other account established and maintained under the Indenture designated as the Rebate Account. Subject to the transfer provisions provided below, all money at any time deposited in the Rebate Account shall be held by the Indenture Trustee in trust, to the extent required to satisfy the Rebate Requirement (as defined, computed and provided to the Indenture Trustee in accordance with the Issuer Tax Certificate), for payment to the federal government of the United States of America. Neither the Issuer nor any Bondholder shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Account shall be governed pursuant to the provisions of the Indenture relating to rebate and tax covenants and by the Issuer Tax Certificate. The Indenture Trustee shall be deemed conclusively to have complied with such provisions if it follows such directions of the Issuer, including supplying all

necessary information specified in the Issuer Tax Certificate to the extent the Indenture Trustee possesses such information, in the manner provided in the Issuer Tax Certificate, and shall have no liability or responsibility to calculate any rebate obligation or to enforce compliance by the Issuer with the terms of the Issuer Tax Certificate.

Upon the Issuer's written direction, an amount shall be deposited to the Rebate Account by the Indenture Trustee from amounts on deposit in the Operating Account so that the balance in the Rebate Account shall equal the Rebate Requirement. Computations of the Rebate Requirement shall be furnished by or on behalf of the Issuer in accordance with the Issuer Tax Certificate. The Indenture Trustee shall supply to the Issuer all information required to be provided by the Issuer Tax Certificate to the extent such information is reasonably available to the Indenture Trustee.

The Indenture Trustee shall have no obligation to rebate any amounts required to be rebated described under this heading, other than from moneys held in the Operating Account or the Rebate Account created under the Indenture or earnings on the Debt Service Reserve Account that the Issuer instructs to be deposited to the Rebate Account.

At the written direction of the Issuer, the Indenture Trustee shall invest all amounts held in the Rebate Account in Eligible Investments, subject to the restrictions set forth in the Issuer Tax Certificate. Moneys shall not be transferred from the Rebate Account except as provided in the provisions of the Indenture described in the next paragraph. The Indenture Trustee shall not be liable for any consequences arising from such investment.

Upon receipt of the Issuer's written directions, the Indenture Trustee shall remit part or all of the balances in the Rebate Account to the United States, as directed in writing by the Issuer. In addition, if the Issuer so directs, the Indenture Trustee will deposit money into or transfer money out of the Rebate Account from or into such accounts or funds as directed by the Issuer's written directions and as permitted by the terms of the Indenture; provided, that only moneys in excess of the Rebate Requirement may, at the written direction of the Issuer, be transferred out of the Rebate Account to such other accounts or funds or to anyone other than the United States in satisfaction of the arbitrage rebate obligation. Any funds remaining in the Rebate Account after each five year remittance to the United States, redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Requirement, or provision made therefor satisfactory to the Indenture Trustee, shall be withdrawn and deposited in the Collection Account.

Notwithstanding any other provision of the Indenture, the obligation to remit the Rebate Requirement to the United States and to comply with all other requirements of the Indenture and the Issuer Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Redemption of the Bonds

The Issuer may redeem Bonds at its option in accordance with their terms and the terms of the Indenture and shall redeem Bonds as provided in the Indenture and the Bonds. The terms of redemption of a Series of Bonds may be set out in the Series Supplement with respect thereto and may differ from the terms set forth in the Indenture. When Bonds are called for redemption, the Accreted Value thereof shall become due on the redemption date. To the extent not otherwise provided, the Issuer shall deposit with the Indenture Trustee on or prior to the redemption date a sufficient sum to pay the Accreted Value of the Bonds to be redeemed on such redemption date.

There shall be applied to or credited against Accreted Value of Outstanding Bonds the Accreted Value of any such Bonds that have been purchased, prepaid or redeemed and not previously so applied or credited.

When a Bond is to be redeemed prior to its stated maturity date, the Indenture Trustee shall give notice in the name of the Issuer, which notice shall identify the Bonds to be redeemed or prepaid, state the date fixed for redemption and state that such Bonds will be redeemed at the Corporate Trust Office of the Indenture Trustee or a Paying Agent. The notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed at the redemption price thereof, and that money therefor having been deposited with the Indenture Trustee or Paying Agent, from and after such date, interest thereon shall cease to accrue or accrete. The Indenture Trustee shall give at least 15 days' notice by mail, or otherwise transmit the redemption notice in accordance with any appropriate provisions of the Indenture, to the registered owners of any Bonds which are to be redeemed, at their addresses shown on the registration books of the Issuer. Such notice may be waived by any Bondholders holding Bonds to be redeemed. Failure by a particular Bondholder to receive notice, or any defect in the notice to such Bondholder, shall not affect the redemption of any Bond. Any notice of redemption given pursuant to the Indenture may be rescinded by written notice to the Indenture Trustee by the Issuer no later than two (2) days prior to the date specified for redemption. The Indenture Trustee shall give notice of such rescission as soon as thereafter as practicable in the same manner and to the same persons, as notice of such redemption was given as described in this paragraph.

The Bonds are subject to mandatory redemption prior to their stated maturity dates, in whole or in part, from amounts on deposit in the Lump Sum Prepayment Account on any date for which notice can be given pursuant to the Indenture at the redemption price of 100% of the principal and interest or Accreted Value thereof, as applicable, without premium. Any redemption of Bonds as described in this paragraph shall be made in accordance with the Payment Priorities.

The Bonds are subject to mandatory redemption, in whole or in part, prior to their stated maturity dates from amounts on deposit in the Turbo Redemption Account on any Distribution Date for which notice can be given pursuant to the Indenture, at the redemption price of 100% of the principal or Accreted Value thereof on the date of redemption, together with interest accrued to the date of redemption, if applicable, without premium; provided, however, that any such redemption shall be in a minimum maturity value of \$5,000. Amounts in the Turbo Redemption Account may not be applied to the purchase of Bonds on the open market. Amounts in the Debt Service Reserve Account shall not be available to make Turbo Redemption Payments on the Bonds secured by the Debt Service Reserve Account; unless such amounts together with all available Revenues are sufficient to retire all Bonds secured by the Debt Service Reserve Account still outstanding, in which event all amounts on deposit in the Debt Service Reserve Account shall be transferred to the Turbo Redemption Account and such amounts shall be so utilized. Any redemption of Bonds as described in this paragraph shall be made in accordance with the Payment Priorities. For purpose of defeasance, Bonds shall have the related assumed redemption schedules of Projected Turbo Redemption payments set forth in the Series Supplement.

The Series 2007 Bonds are subject to optional redemption by the Issuer as described under "THE SERIES 2007 BONDS — Optional Redemption."

The Issuer shall give the Indenture Trustee written notice at least 30 days before any date fixed for the redemption of the Bonds to be redeemed pursuant to the Indenture, designating the Series and portions thereof to be redeemed, such designation to include the Maturity Date of such portions then to be redeemed, and the fact and date of such redemption.

If less than all the Outstanding Bonds are to be redeemed or prepaid, the particular Bonds to be redeemed or prepaid shall, except as otherwise specified in the Indenture, be selected by the Indenture Trustee by such method as it shall deem fair and appropriate, including by lot, and the Indenture Trustee may provide for the selection for redemption or prepayment of portions (equal to any authorized denominations) of the principal or Accreted Value of Bonds of a denomination larger than the minimum authorized denomination.

Investments

Pending its use under the Indenture, money in the Accounts may be invested by the Indenture Trustee in Eligible Investments and shall be so invested pursuant to written direction of the Issuer if there is not then an Event of Default actually known to an Authorized Officer of the Indenture Trustee. The proceeds of the Series 2007 Bonds to be loaned to the Corporation under the Loan Agreement and used by the Corporation to purchase the Sold County Tobacco Assets under the Sale and Purchase Agreement continue to be proceeds of the Series 2007 Bonds in the hands of the County and the County has agreed to certain covenants with respect thereto in the Purchase and Sale Agreement and the County Tax Certificate. Eligible Investments shall mature or be redeemable at the option of the Issuer on or before the Business Day preceding each next succeeding Distribution Date, except to the extent that other Eligible Investments timely mature or are so redeemable in an amount sufficient to make payments pursuant to the Indenture on each such next succeeding Distribution Date. Investments shall be held by the Indenture Trustee in the respective Accounts and shall be sold or redeemed to the extent necessary to make payments or transfers from each Account. The Indenture Trustee shall not be liable for any losses on investments made at the direction of the Issuer.

In computing the amount in any Account, the value of Eligible Investments shall be determined as of each Deposit Date and shall be calculated as follows:

(1) As to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(2) As to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or *The New York Times*: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Indenture Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(3) As to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(4) As to any investment not specified above: the value thereof established by prior agreement between the Issuer and the Indenture Trustee (with written notice to each Rating Agency of such agreement).

The Indenture Trustee may hold undivided interests in Eligible Investments for more than one Account (for which they are eligible, but not including the Rebate Account) and may make interfund transfers in kind. The Indenture Trustee may act as principal or agent in the acquisition or disposition of Eligible Investments.

In respect of Defeasance Collateral held for Defeased Bonds, the provisions of the Indenture described under this heading shall be effective only to the extent they are consistent with other applicable provisions of the Indenture or any separate escrow agreement.

The Indenture Trustee shall not in any way be held liable for any loss on any investment made in accordance with the Indenture.

If the Issuer shall have failed to give investment directions to the Indenture Trustee, then the Indenture Trustee shall invest the funds in the Accounts in commercial paper or money-market accounts that qualify as Eligible Investments and that mature on or prior to the next Distribution Date.

All income or other gain calculated in the purchase price of an investment in the Accounts held by the Indenture Trustee shall be deposited in such Account immediately on receipt, and any loss resulting from such investments shall be charged to such Account.

Unclaimed Money

Except as may otherwise be required by applicable law, in case any money deposited with the Indenture Trustee or escrow agent for the payment of the principal of, or interest or premium, if any, on any Bond remains unclaimed for one year after such principal, interest or premium has become due and payable, the Indenture Trustee or escrow agent shall pay over to the Issuer the amount so deposited and thereupon the Indenture Trustee or escrow agent shall be released from any further liability under the Indenture with respect to the payment of principal, interest or premium, and the owner of such Bond shall be entitled (subject to any applicable statute of limitations) to look only to the Issuer as an unsecured creditor for the payment thereof.

Debt Service Reserve Account

Notwithstanding any other provision of the Indenture, amounts in the Debt Service Reserve Account do not constitute security for Series 2007 Bonds (other than the Series 2007A Bonds and the Series 2007B Bonds in accordance with the Payment Priorities) and amounts in such account will not be available to pay when due, the principal of and interest on or the Accreted Value, or, upon an Event of Default, Extraordinary Prepayments of the Series 2007 Bonds (other than the Series 2007A Bonds and the Series 2007B Bonds in accordance with the Payment Priorities). The Debt Service Reserve Account may constitute security for Additional Bonds if the proceeds of such Additional Bonds are used to fund the Debt Service Reserve Account. Notwithstanding any other provision of the Indenture, amounts in the Debt Service Reserve Account shall never be used to pay principal of and interest on or Accreted Value of any Series of Bonds if the Debt Service Reserve Account was not funded by such Series of Bonds. If the Bonds secured by the Debt Service Reserve Account are no longer Outstanding, then the Debt Service Reserve Requirement shall be zero (0), and all remaining funds in the Debt Service Reserve Account will be transferred to the Collection Account.

Contract; Obligations to Bondholders

In consideration of the purchase and acceptance by those who hold the same of any or all of the Bonds from time to time, the provisions of the Indenture shall be a part of the contract of the Issuer with the Bondholders. The pledge and grant of a security interest made in the Indenture and the covenants in the Indenture set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of the same priority. All of the Bonds of the same priority, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction of any thereof over any other except as expressly provided pursuant in the Indenture.

The Issuer covenants to pay when due all sums payable on the Bonds, but only from the Revenues and money designated in the Indenture, subject only to the Indenture. The obligation of the Issuer to pay the principal, interest and premium, if any, on the Bonds to the Bondholders shall be absolute and unconditional, shall be binding and enforceable in all circumstances whatsoever, and shall not be subject to setoff, recoupment or counterclaim.

The Issuer represents that it is duly authorized pursuant to law to issue the Bonds, to enter into the Indenture and to pledge and grant a security interest in the Revenues and other Collateral as provided in the Indenture. The Revenues and other Collateral are and will be free and clear of any pledge, lien, security interest, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and security interest created by the Indenture, and all action on the part of the Issuer to that end has been duly and validly taken. The Bonds and the provisions of the Indenture are and will be the valid and binding obligations of the Issuer enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases.

Operating Expenses

The Issuer shall pay the Operating Expenses to the parties entitled thereto, but only to the extent that funds are available for such purpose as provided in the Indenture.

Tax Covenants

The Issuer shall at all times do and perform all acts and things permitted by law and the Indenture which are necessary or desirable in order to assure that interest paid on the Bonds intended by the Issuer to be Tax-Exempt Bonds at the time of issuance thereof will be excluded from gross income for federal income tax purposes and shall take no action that would result in such interest not being excluded from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Issuer agrees that it will comply with the provisions of the Issuer Tax Certificate. This covenant shall survive defeasance or redemption or prepayment of the Bonds.

Accounts and Reports

The Issuer shall:

(a) cause to be kept books of account in which complete and accurate entries shall be made of its transactions relating to all Accounts under the Indenture, which books shall at all reasonable times be subject to the inspection of the Indenture Trustee and the Holders of an aggregate of not less than 25% in Bond Obligation of Bonds then Outstanding or their representatives duly authorized in writing;

(b) annually, within 240 days after the close of each Fiscal Year, deliver to the Indenture Trustee and each Rating Agency, a copy of its financial statements for such Fiscal Year, as audited by an independent certified public accountant or accountants;

(c) cause the Indenture Trustee to keep in effect (which the Indenture Trustee agrees under the Indenture to keep in effect) at all times an accurate and current schedule of all Bond Obligation paid or to be payable during the life of then Outstanding Bonds; and

(d) at least one Business Day prior to each Distribution Date and in any year in which there is a Lump Sum Payment cause the Indenture Trustee to provide (which the Indenture Trustee agrees to provide under the Indenture) to each Rating Agency and the Issuer a statement indicating:

(1) Bond Obligation of the Outstanding Bonds, including the Outstanding Series 2007 Bonds, on such Distribution Date, prior to any payments of principal, interest or Accreted Value on such Distribution Date;

(2) the principal or Accreted Value due with respect to the Bonds to be redeemed from amounts on deposit in the Turbo Redemption Account on such Distribution Date; and

(3) the amount on deposit in each Account as of such Distribution Date, prior to any payments of principal, interest or Accreted Value on such Distribution Date.

Continuing Disclosure

The Issuer and the Indenture Trustee, as dissemination agent under the Continuing Disclosure Certificate, covenant and agree by the Indenture that they will comply with and carry out all of the provisions of the Continuing Disclosure Certificate applicable to each party. Notwithstanding any other provision of the Indenture, failure of the Issuer or the Indenture Trustee to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Indenture Trustee, at the written request of the Underwriter (as defined in the Continuing Disclosure Certificate) or the Holders of at least 25% of the aggregate Bond Obligation of Outstanding Bonds upon providing the Indenture Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby) shall, or any Holder or Beneficial Owner (as defined in the Continuing Disclosure Certificate) of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer or the Indenture Trustee, as the case may be, to comply with its obligations under this heading.

Ratings

The Issuer shall pay such reasonable fees and provide such available information as may be necessary to obtain and keep in effect ratings on the Series 2007 Bonds from at least one Rating Agency.

Affirmative Covenants

Punctual Payment. The Issuer shall duly and punctually pay principal or Accreted Value of and interest on the Bonds in accordance with the terms of the Bonds and the Indenture.

Maintenance of Existence. The Issuer shall keep in full effect its existence, rights and franchises as a public entity under the laws of the State.

Protection of Collateral. The Issuer shall from time to time authorize, execute and deliver all documents and instruments, and will take such other action, as is necessary or advisable to: (1) maintain or preserve the lien and security interest (and the priority thereof) of the Indenture; (2) perfect or protect the validity of any grant made or to be made by the Indenture; (3) preserve and defend title to the Revenues and the Collateral and the rights of the Indenture Trustee, in the Collateral against the claims of all Persons and parties, including the challenge by any party to the validity or enforceability of the MOU and the ARIMOU, the Basic Documents or the performance by any party thereunder; (4) enforce the Loan Agreement and the Purchase and Sale Agreement; (5) pay any and all taxes levied or assessed upon all or any part of the Collateral; or (6) carry out more effectively the purposes of the Indenture.

Performance of Obligations. The Issuer (1) shall diligently pursue any and all actions to enforce its rights under each instrument or agreement included in the Collateral and (2) shall not take any action and will use its best efforts not to permit any action to be taken by others that would release any Person from any of such Person's covenants or obligations under any such instrument or agreement or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such instrument or agreement, except, in each case, as expressly provided in the Basic Documents, the MOU or the ARIMOU.

Notice of Events of Default. The Issuer shall give the Indenture Trustee and the Rating Agencies prompt written notice of any Event of Default under the Indenture.

Other. The Issuer shall:

(i) conduct its own business in its own name and not in the name of any other Person and correct any known misunderstandings regarding its separate identity;

(ii) maintain or contract for a sufficient number of employees and compensate all employees, consultants and agents directly, from the Issuer's bank accounts, for services provided to the Issuer by such employees, consultants and agents and, to the extent any employee, consultant or agent of the Issuer is also an employee, consultant or agent of another Person, allocate the compensation of such employee, consultant or agent between the Issuer and such Person on a basis that reflects the services rendered to the Issuer and such Person;

(iii) have a separate telephone number, which will be answered only in its name and separate stationery, invoices and checks in its own name;

(iv) conduct all transactions with any other Person strictly on an arm's-length basis, allocate all overhead expenses (including, without limitation, telephone and other utility charges) for items shared between the Issuer and such Person on the basis of actual use to the extent practicable and, to the extent such allocation is not practicable, on a basis reasonably related to actual use;

(v) observe all formalities as a distinct entity, and ensure that all actions relating to the initiation of, participation in, acquiescence in or consent to any bankruptcy, insolvency, reorganization or similar proceeding involving the Issuer, are duly authorized by unanimous vote of its Board of Directors;

(vi) maintain its books and records separate from those of any other Person and maintain its assets readily identifiable as its own assets rather than assets of any other Person and not commingle its assets with those of any other Person;

(vii) prepare its financial statements separately from those of any other Person; to the extent it is included in consolidated financial statements or consolidated tax returns, such financial statements and tax returns will make clear the separateness of the respective entities and make clear that the assets of the Issuer are not assets of any other Person and are not available to satisfy the debts of any other Person;

(viii) except as provided in the Indenture, only maintain bank accounts or other depository accounts to which the Issuer alone is the account party, and from which only the Issuer has the power to make withdrawals;

(ix) pay all of the Issuer's operating expenses related to the Bonds pursuant to the Indenture (except for expenses incurred prior to the date of issuance of the Bonds);

(x) operate its business and activities such that: it does not engage in any business or activity of any kind, or enter into any transaction or indenture, mortgage, instrument, agreement, contract, lease or other undertaking, other than the transactions contemplated and authorized by its organizational documents; and does not create, incur, guarantee, assume or suffer to exist any indebtedness or other liabilities, whether direct or contingent, other than (1) as a result of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business, (2) the incurrence of obligations under the Basic Documents, including but not limited to the issuance of Additional Bonds under the Indenture, (3) the incurrence of operating expenses in the ordinary course of business of the type otherwise contemplated by the Basic Documents, and (4) the incurrence of obligations payable solely from specified assets of the Issuer not subject to the lien of the Indenture and the holders of which expressly have no recourse to any other assets of the Issuer in the event of non-payment;

(xi) maintain its organization in conformity with the Indenture and shall not allow any parties to the JPA Agreement to amend, restate, supplement or otherwise modify the JPA Agreement in any respect that would impair its ability to comply with the terms or provisions of any of the Basic Documents, including, without limitation, the provisions of the Indenture described under this heading; and

(xii) object in any relevant bankruptcy case to the consolidation of the assets of the Corporation or the Issuer with those of the County.

Negative Covenants

Sale of Assets. Except as expressly permitted by the Indenture, the Issuer shall not sell, transfer, exchange or otherwise dispose of the Collateral.

No Setoff. The Issuer shall not claim any credit on, or make any deduction from the Accreted Value of the Bonds or assert any claim against any present or former Bondholder by reason of payment of taxes levied or assessed upon any part of the Collateral.

Liquidation. The Issuer shall not terminate its existence or dissolve or liquidate in whole or in part.

Limitation of Liens. The Issuer shall not (1) permit the validity or effectiveness of the Indenture to be impaired, or permit the lien of the Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to the Bonds under the Indenture except as may be expressly permitted by the Indenture, (2) permit any lien, charge, excise, claim, security interest, mortgage or other encumbrance (except for the liens of the Indenture and liens securing Additional Bonds issued under the Indenture) to be created on or extend to or otherwise arise upon or burden the Collateral or any part thereof or any interest therein or the proceeds thereof or (3) permit the lien of the Indenture not to constitute a valid first priority security interest in the Collateral.

Limitations on Consolidation, Merger, Sale of Assets, Etc. The Issuer shall not consolidate or merge with or into any other Person, or convey or transfer all or substantially all of its properties or assets.

Restricted Payments. The Issuer shall not, directly or indirectly, make distributions from the Collection Account except in accordance with the Indenture.

Prior Notice

The Indenture Trustee shall give each Rating Agency 30 days' prior written notice of any amendment to the Indenture, the Loan Agreement or the Purchase and Sale Agreement or of the defeasance or optional redemption or prepayment of Bonds.

Indenture Trustee's Organization, Authorization, Capacity and Responsibility

The Indenture Trustee represents and warrants that it is duly organized and validly existing under the laws of the United States of America, having the authority to engage in the trust business within the State, including the capacity to exercise the powers and duties of the Indenture Trustee under the Indenture, and that by proper corporate action it has duly authorized the execution and delivery of the Indenture.

The duties and responsibilities of the Indenture Trustee shall be as set forth in the Indenture. Notwithstanding the foregoing, no provision of the Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Indenture, or in the exercise of any of its rights or powers; provided, that the Indenture Trustee shall make the payments and distributions required by the terms of the Indenture without requiring that any further direction, evidence or indemnity be provided to it. Whether or not therein expressly so provided, every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Indenture Trustee shall be subject to the provisions of the Indenture.

As Indenture Trustee under the Indenture:

(1) the Indenture Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any Officer's Certificate, opinion of Counsel (or both), resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, facsimile transmission, electronic mail, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper person or persons. The Indenture Trustee need not investigate any fact or matter stated in the document, but the Indenture Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit;

(2) before the Indenture Trustee acts or refrains from acting, it may require an Officers' Certificate and/or an opinion of Counsel. The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such certificate or opinion. Whenever in the administration of the trusts of the Indenture the Indenture Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting to take any action under the Indenture, such matter (unless other evidence in respect thereof be specifically prescribed in the Indenture) may, in the absence of negligence or bad faith on the part of the Indenture Trustee, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Indenture Trustee, and such certificate, in the absence of negligence or bad faith on the part of the Indenture Trustee, shall be full warrant to the Indenture Trustee for any action taken, suffered or omitted to be taken by it under the provisions of the Indenture upon the faith thereof;

(3) any request, direction, order or demand of the Issuer mentioned in the Indenture shall be sufficiently evidenced by an Officers' Certificate (unless other evidence in respect thereof be specifically prescribed in the Indenture); and any Issuer resolution may be evidenced to the Indenture Trustee by a copy thereof certified by the secretary or an assistant secretary of the Issuer;

(4) prior to the occurrence of an Event of Default under the Indenture and after the curing or waiving of all Events of Default, the Indenture Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, Officers' Certificate, opinion of Counsel, Issuer resolution, statement, instrument, opinion, report, notice, request, consent, order, facsimile transmission, electronic mail, approval, appraisal, bond, debenture, note, coupon, security, or other paper or document unless requested in writing so to do by a majority of the Holders of the Bond Obligation affected and then Outstanding; and if the payment within a reasonable time to the Indenture Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Indenture Trustee, not reasonably assured to the Indenture Trustee by the security afforded to it by the terms of the Indenture, the Indenture Trustee may require indemnity satisfactory to it against such expenses or liabilities as a condition to proceeding;

(5) the Indenture Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Indenture at the request or direction of the Issuer or Holders, unless the Issuer or Holders shall have offered to the Indenture Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction; provided, that the Indenture Trustee shall make the payments and distributions required by the Indenture without requiring any indemnity be provided to it;

(6) the Indenture Trustee may execute any of the trusts or powers under the Indenture or perform any duties under the Indenture either directly or by or through agents or attorneys;

(7) the recitals contained in the Indenture, except any such recitals relating to the Indenture Trustee, shall be taken as the statements of the Issuer, and the Indenture Trustee assumes no responsibility for their correctness. The Indenture Trustee makes no representation as to the validity or sufficiency of the Indenture;

(8) money held by the Indenture Trustee in trust under the Indenture shall be segregated from other trust funds to the extent required in the Indenture or if required by law;

(9) Prior to the occurrence of an Event of Default under the Indenture and after the curing or waiving of all Events of Default, the Indenture Trustee shall undertake to perform such duties and only such duties as are specifically set forth in the Indenture, and no implied covenants or obligations shall be read into the Indenture against the Indenture Trustee; and

(10) During the occurrence of an Event of Default, the Indenture Trustee shall exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

Rights and Duties of the Fiduciaries

All money and investments received by the Fiduciaries under the Indenture shall be held in trust, in a segregated trust account in the trust department of such Fiduciary, not commingled with any other funds, and applied solely pursuant to the provisions of the Indenture.

The Fiduciaries shall keep proper accounts of their transactions pursuant to the Indenture (separate from their other accounts), which shall be open to inspection on reasonable notice by the Issuer and its representatives duly authorized in writing.

The Fiduciaries shall not be required to monitor the financial condition of the Issuer and, unless otherwise expressly provided, shall not have any responsibility with respect to reports, notices, certificates or other documents filed with them pursuant to the Indenture, except to make them available for inspection by Bondholders.

Each Fiduciary shall be entitled to the advice of counsel (who may be counsel for any party) and shall not be liable for any action taken in good faith in reliance on such advice. Each Fiduciary may rely conclusively on any notice, certificate or other document furnished to it under the Indenture and reasonably believed by it to be genuine. A Fiduciary shall not be liable for any action taken or omitted to be taken by it in good faith and reasonably believed by it to be within the discretion or power conferred upon it, or taken by it pursuant to any direction or instruction by which it is governed under the Indenture or omitted to be taken by it by reason of the lack of direction or instruction required for such action, or be responsible for the consequences of any error of judgment reasonably made by it. When any payment or consent or other action by a Fiduciary is called for by the Indenture, the Fiduciary may defer such action pending receipt of such evidence, if any, as it may reasonably require in support thereof; except that the Indenture Trustee and any Paying Agent shall make the payments and distributions required by the Indenture without requiring that any further evidence be provided to it. A permissive right or power to act shall not be construed as a requirement to act.

The Fiduciaries shall in no event be liable for the application or misapplication of funds, or for other acts or failures to act, by any person, firm or corporation except by their respective directors, officers, agents, and employees. No recourse shall be had for any claim based on the Indenture or the Bonds against any director, officer, agent or employee of any Fiduciary unless such claim is based upon the negligence or willful misconduct of such person.

Nothing in the Indenture shall obligate any Fiduciary to pay any debt or meet any financial obligations to any Person in relation to the Bonds except from money received for such purposes under the provisions of the Indenture or from the exercise of the Indenture Trustee's rights under the Indenture.

The Issuer shall, as and only as an Operating Expense, indemnify and save each Fiduciary and its directors, officers, agents or employees, harmless against any expenses and liabilities (including reasonable legal fees and expenses) that it may incur in the exercise of its duties under the Indenture and that are not due to its negligence or willful misconduct. These indemnifications shall survive the discharge of the Indenture or the earlier resignation or removal of such Fiduciary.

Nothing in the Indenture shall relieve any Fiduciary of responsibility for its negligence or willful misconduct.

The Fiduciaries may be or become the owner of or trade in the Bonds with the same rights as if they were not the Fiduciaries.

The Indenture Trustee shall not be considered in breach of or in default in its obligations under the Indenture or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or

delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Indenture Trustee.

The Indenture Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to the Indenture provided, however, that: (a) subsequent to such facsimile transmission of written instructions and/or directions the Indenture Trustee shall forthwith receive the originally executed instructions and/or directions, (b) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (c) the Indenture Trustee shall have received a current incumbency certificate containing the specimen signature of such designated person.

Paying Agents

The Issuer designates the Indenture Trustee as Paying Agent. The Issuer may appoint additional Paying Agents, generally or for specific purposes, may discharge a Paying Agent from time to time and may appoint a successor, in each case with written notice to each Rating Agency. The Issuer shall designate a successor if the Indenture Trustee ceases to serve as Paying Agent. Each successor to the Indenture Trustee and Paying Agent shall be a bank or trust company eligible under the laws of the United States of America or the State, and shall have (together with its corporate parent, if applicable) a capital and surplus of not less than \$50,000,000 and be registered as a transfer agent with the Securities and Exchange Commission. The Issuer shall give notice of the appointment of a successor to the Indenture Trustee as Paying Agent in writing to each Bondholder shown on the books of the Indenture Trustee. A Paying Agent may but need not be the same Person as the Indenture Trustee. Unless otherwise provided by the Issuer, the Indenture Trustee as Paying Agent shall act as registrar and transfer agent, in accordance with the Indenture.

Resignation or Removal of the Indenture Trustee

The Indenture Trustee may resign on not less than 30 days' written notice to the Issuer, the Bondholders and each Rating Agency. The Indenture Trustee will promptly certify to the Issuer that it has given written notice to all Bondholders and such certificate will be conclusive evidence that such notice was given as required by the Indenture. The Indenture Trustee shall be removed by the Issuer if its rating is withdrawn by any Rating Agency, other than by request of the Indenture Trustee, or if it is rated below investment grade by any Rating Agency each successor Indenture Trustee shall have an investment grade rating from each Rating Agency. The Indenture Trustee may be removed by written notice from the Issuer (if not in Default) or the Owners of a majority of the Bond Obligation of the Outstanding Bonds to the Indenture Trustee and the Issuer. Such resignation or removal shall not take effect until a successor has been appointed and has accepted the duties of Indenture Trustee.

Successor Fiduciaries

Any corporation or association into which the Indenture Trustee may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Indenture Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Indenture Trustee, by sale or otherwise, shall be the successor of the Indenture Trustee under the Indenture, without the execution or filing of any paper or any further act on the part of any of the parties to the Indenture.

In case a Fiduciary resigns or is removed or becomes incapable of acting, or becomes bankrupt or insolvent, or if a receiver, liquidator or conservator of a Fiduciary or of its property is appointed, or if a public officer takes charge or control of a Fiduciary or of its property or affairs, then such Fiduciary shall

with due care terminate its activities under the Indenture and a successor may, or in the case of the Indenture Trustee shall, be appointed by the Issuer. The Issuer shall notify the Bondholders and each Rating Agency of the appointment of a successor Indenture Trustee in writing within 20 days from the appointment. The Issuer will promptly certify to the successor Indenture Trustee that it has given such notice to all Bondholders and such certificate will be conclusive evidence that such notice was given as required by the Indenture. If no appointment of a successor Indenture Trustee is made within 45 days after the giving of written notice in accordance with the provisions of the Indenture or after the occurrence of any other event requiring or authorizing such appointment, the outgoing Trustee or any Beneficiary may apply to any court of competent jurisdiction for the appointment of such a successor, and such court may thereupon, after such notice, if any, as such court may deem proper, appoint such successor. Any successor Indenture Trustee appointed as described under this heading shall be a trust company or a bank having the trust powers, having (together with its corporate parent, if applicable) a capital and surplus of not less than \$50,000,000. Any such successor Indenture Trustee shall notify the Issuer of its acceptance of the appointment and, upon giving such notice, shall become the Indenture Trustee, vested with all the property, rights, powers and duties of the Indenture Trustee under the Indenture, without any further act or conveyance. Such successor Indenture Trustee shall execute, deliver, record and file such instruments as are required to confirm or perfect its succession under the Indenture and any predecessor Indenture Trustee shall from time to time execute, deliver, record and file such instruments as the incumbent Indenture Trustee may reasonably require to confirm or perfect any succession under the Indenture.

Reports by Indenture Trustee to Issuer and Rating Agencies

The Indenture Trustee shall deliver to the Issuer and each Rating Agency, on or prior to each Distribution Date therefor, a statement prepared by the Indenture Trustee containing the information required pursuant to the Indenture.

Nonpetition Covenant

Notwithstanding any prior termination of the Indenture, no Fiduciary or Bondholder or beneficial owner of Bonds shall, prior to the date which is one year and one day after the payment in full of all bonds issued by the Issuer, acquiesce, petition or otherwise invoke or cause the Issuer or the Corporation to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Issuer or the Borrower under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or the Corporation or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Issuer or the Corporation.

Action by Bondholders

Any request, authorization, direction, notice, consent, waiver or other action provided by the Indenture to be given or taken by Bondholders may be contained in and evidenced by one or more writings of substantially the same tenor signed by the requisite number of Bondholders or their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of an instrument appointing any such attorney, shall be sufficient for any purpose of the Indenture (except as otherwise expressly provided in the Indenture) if made in the following manner, but the Issuer or the Indenture Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable. The fact and date of the execution by any Bondholder or its attorney of such instrument may be proved by the certificate or signature guarantee by a guarantor institution participating in a guarantee program acceptable to the Indenture Trustee; or of any notary public or other officer authorized to take acknowledgements of deeds to be recorded in the jurisdiction in which such notary public or other officer purports to act, that the person signing such request or other instrument acknowledged to such notary

public or other officer the execution thereof; or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or a vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its clerk or secretary or an assistant clerk or secretary. Any action of the Bondholder shall be irrevocable and bind all future record and beneficial owners of such Bond. The Indenture Trustee shall not be liable for any action or inaction taken at the request or direction, as provided for in the Indenture, of the Bondholders.

Registered Owners

The enumeration in the Indenture of certain provisions applicable to DTC as Holder of immobilized Bonds shall not be construed in limitation of the rights of the Issuer and each Fiduciary to rely upon the registration books in all circumstances and to treat the registered owners of Bonds as the owners thereof for all purposes not otherwise specifically provided for by law or in the Indenture. Notwithstanding any other provisions of the Indenture, any payment to the registered owner of a Bond shall satisfy the Issuer's obligations thereon to the extent of such payment.

Events of Default

“Event of Default” in the Indenture means any one of the events set forth below:

- (a) failure to pay the current interest on any Bond when due, or the principal or the Accreted Value of any Bond when due at maturity or upon prior redemption in accordance with the terms of the Indenture;
- (b) failure of the Issuer to observe or perform any other provision of the Indenture which is not remedied within 60 days after written notice thereof is given to the Issuer by the Indenture Trustee or to the Issuer and the Indenture Trustee by the Holders of at least 25% in Bond Obligation then Outstanding;
- (c) bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Issuer, and if instituted against the Issuer, are not dismissed within 60 days after such institution; or
- (d) an event of default has occurred and is continuing under the Loan Agreement.

Except as specified in paragraph (a) above, failure to make any Turbo Redemption Payment does not constitute an Event of Default to the extent that such failure results from the insufficiency of available Collateral to make such payment or provision therefor.

Remedies

Remedies of the Indenture Trustee. If an Event of Default occurs and is continuing:

- (1) The Indenture Trustee may, and upon written request of the Holders of at least 25% of the Bond Obligation Outstanding shall, in its own name by action or proceeding in accordance with law:
 - (a) enforce all rights of the Bondholders and require the Issuer to carry out its agreements with the Bondholders;

- (b) sue upon such Bonds;
- (c) require the Issuer to account as if it were the trustee of an express trust for such Bondholders; and
- (d) enjoin any acts or things which may be unlawful or in violation of the rights of such Bondholders.

(2) The Indenture Trustee shall, in addition to the other provisions of the Indenture described under this heading, have and possess all of the powers necessary or appropriate for the exercise of any functions incident to the general representation of Bondholders in the enforcement and protection of their rights.

(3) Upon a Default of the Issuer under the Indenture or a failure actually known to an Authorized Officer of the Indenture Trustee to make any other payment required by the Indenture within 7 days after the same becomes due and payable, the Indenture Trustee shall give written notice thereof to the Issuer. The Indenture Trustee shall give Default notices pursuant to the provisions of the Indenture if it has knowledge of such Default or when instructed to do so by the written direction of another Fiduciary, if any, or the Holders of at least 25% of the Bond Obligation of the Outstanding Bonds. The Indenture Trustee shall proceed under the provisions relating to remedies pursuant to the Indenture for the benefit of the Bondholders in accordance with the written direction of Holders of at least 25% in Bond Obligation of the Outstanding Bonds. The Indenture Trustee shall not be required to take any remedial action (other than the giving of notice) unless reasonable indemnity is furnished for any expense or liability to be incurred therein. Upon receipt from such Holders of written notice, direction and indemnity, and after making such investigation, if any, as it deems appropriate to verify the occurrence of any event of which it is notified as aforesaid, the Indenture Trustee shall promptly pursue the remedies provided by the Indenture or any such remedies (not contrary to any such direction) as it deems appropriate for the protection of the Bondholders, and shall act for the protection of the Bondholders with the same promptness and prudence as would be expected of a prudent person in the conduct of such person's own affairs. The Indenture Trustee shall not be deemed to have knowledge of any Default or Event of Default described in paragraphs (b), (c) or (d) under "Events of Default" above unless an Authorized Officer of the Indenture Trustee has actual knowledge thereof or the Indenture Trustee has received written notice thereof from the Issuer, any Rating Agency, or any Holder.

(4) The Holders of at least 25% of the Bond Obligation of the Outstanding Bonds may direct the time, method and place of conducting any proceeding for any remedy available to the Indenture Trustee with respect to the Indenture, provided that (i) such direction shall not be in conflict with any rule of law or with the Indenture, (ii) the Indenture Trustee shall have been provided with indemnity satisfactory to it, and (iii) the Indenture Trustee may take any other action deemed proper by it which is not inconsistent with such direction.

Extraordinary Prepayment. If an Event of Default has occurred and is continuing, amounts on deposit in the Extraordinary Prepayment Account, the Debt Service Account, the Debt Service Reserve Account (but only if the Debt Service Reserve Account was funded with respect to such Series of Bonds) and the Lump Sum Prepayment Account will be applied on each Distribution Date to prepay the Bonds in accordance with the Payment Priorities, at a price of the principal and accrued interest or Accreted Value thereof, as applicable, without premium, but to the extent legally permissible, with interest on overdue interest.

Individual Remedies. No one or more Bondholders shall by its or their action affect, disturb or prejudice the pledge created by the Indenture, or enforce any right under the Indenture, except in the

manner provided in the Indenture; and all proceedings at law or in equity to enforce any provision of the Indenture shall be instituted, had and maintained in the manner provided in the Indenture and for the equal benefit of all Bondholders of the same class; but nothing in the Indenture shall affect or impair the right of any Bondholder to enforce payment of the principal, interest and Accreted Value thereof at and after the same comes due pursuant to the Indenture, or the obligation of the Issuer to pay such principal, interest and Accreted Value on each of the Bonds to the respective Bondholders thereof at the time, place, from the source and in the manner expressed in the Indenture and in the Bonds.

Venue. To the extent permitted by law, the venue of every action, suit or special proceeding against the Issuer with respect to the Bonds or the Indenture shall be laid in the state courts located in Riverside County or the federal courts located in the Eastern Division of the Central District of California.

Waiver. If the Indenture Trustee determines that a Default has been cured before becoming an Event of Default and before the entry of any final judgment or decree with respect to it, the Indenture Trustee may waive the Default and its consequences, by written notice to the Issuer, and shall do so upon written instruction of the Holders of at least 25% of the Bond Obligation then Outstanding.

Payment of Enforcement Expenses. Any money collected by the Indenture Trustee pursuant to the Indenture shall be applied to the payment of all moneys due the Indenture Trustee and any predecessor Indenture Trustee for its extraordinary fees and expenses for actions taken under the Indenture prior to its deposit to the Extraordinary Prepayment Account.

Remedies Cumulative

The rights and remedies under the Indenture shall be cumulative and shall not exclude any other rights and remedies allowed by law, provided there is no duplication of recovery. The failure to insist upon a strict performance of any of the obligations of the Issuer or to exercise any remedy for any violation thereof shall not be taken as a waiver for the future of the right to insist upon strict performance by the Issuer or of the right to exercise any remedy for the violation.

Delay or Omission Not Waiver

No delay or omission of the Indenture Trustee or of any Bondholder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by the Indenture or by law to the Indenture Trustee or to the Bondholders may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee or by the Bondholders, as the case may be.

Any request, demand, authorization, direction, notice, consent, waiver or other action by the Issuer shall bind any successors or assigns of the Issuer in respect of anything done, omitted or suffered to be done by the Indenture Trustee in reliance thereon.

Where the Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

Supplements and Amendments to the Indenture

The Indenture may be:

(1) supplemented or amended in writing by the Issuer and the Indenture Trustee to (a) add to the covenants and agreements of the Issuer or surrender or limit any right or power of the Issuer, (b) identify particular Bonds for purposes not inconsistent herewith, including remarketing, serialization and defeasance, (c) cure any ambiguity or defect, (d) protect the exclusion of interest on the Bonds intended by the Issuer to be Tax-Exempt Bonds at the time of issuance thereof from gross income for federal income tax purposes, or the exemption from registration of the Bonds under the Securities Act of 1933, as amended, or of the Indenture under the Trust Indenture Act of 1939, as amended, (e) make any other changes to the Indenture that, as evidenced by a Rating Confirmation with respect to any Outstanding Bonds which are then rated by a Rating Agency, are not materially adverse to the Owners of Outstanding Bonds, or (f) provide for the issuance of the Additional Bonds in compliance with the Indenture; or

(2) amended in writing by the Issuer and the Indenture Trustee, (a) in any manner that is not materially adverse to the Bondholders, (b) to adopt amendments that do not take effect unless and until (i) no Bonds Outstanding prior to the adoption of such amendment remain Outstanding or (ii) such amendment is consented to by such Bondholders in accordance with the further provisions of the Indenture, (c) to amend such provisions of the Indenture as may be necessary to permit the issuance of Additional Bonds in accordance with the provisions of the Indenture, or (d) pursuant to the following paragraph.

Except as provided in the foregoing paragraph, the Indenture may be amended in writing by the Issuer and the Indenture Trustee:

(1) only with written notice to the Rating Agencies and the written consent of Bondholders of a majority of the Bond Obligation of the Bonds to be Outstanding at the effective date thereof and affected thereby; but

(2) only with the unanimous written consent of the affected Bondholders for any of the following purposes: (a) to extend the stated Maturity Date of any Bond, (b) to reduce the Bond Obligation of any Bond, (c) to make any Bond redeemable or prepayable other than in accordance with its terms, or (d) to reduce the percentage of the Bonds required to be represented by the Bondholders giving their consent to any amendment.

Any amendment of the Indenture shall be accompanied by an opinion of Counsel to the effect that the amendment is permitted by the terms of the Indenture and does not, in and of itself, result in the inclusion of interest on the Bonds intended by the Issuer to be Tax-Exempt Bonds at the time of issuance thereof in gross income for federal income tax purposes.

When the Issuer determines that the requisite number of consents have been obtained for an amendment to the Indenture or to the Purchase and Sale Agreement or the Loan Agreement which requires consents, it shall file a certificate to that effect in its records and give notice to the Indenture Trustee. The Indenture Trustee shall give notice thereof to the Bondholders. The Indenture Trustee will promptly certify to the Issuer that it has given such notice to all Bondholders and such certificate will be conclusive evidence that such notice was given in the manner required by the Indenture. It shall not be necessary for the consent of Bondholders pursuant to the Indenture to approve the particular form of any proposed amendment, but it shall be sufficient if such consent shall approve the substance thereof.

Supplements and Amendments to the Purchase and Sale Agreement and the Loan Agreement

The Purchase and Sale Agreement and the Loan Agreement provide that such documents shall not be amended under certain circumstances without the written consent of the Indenture Trustee. The Indenture Trustee shall give such written consent only if: (1) in the opinion of nationally-recognized bond counsel, such amendment is necessary to preserve the exclusion of interest on the Bonds intended by the Issuer to be Tax-Exempt Bonds at the time of issuance thereof from gross income for purposes of federal income taxation or the exemption of interest on the Bonds from State income taxation; (2) in the opinion of Counsel, such amendment, modification or termination will not materially adversely affect the interests of the Bondholders or result in any material impairment of the security given under the Indenture for the payment of the Bonds; or (3) the Holders of a majority in Bond Obligation of the Bonds then Outstanding consent in writing to such amendment, modification or termination. No amendment, modification or termination of the Loan Agreement or the Purchase and Sale Agreement shall reduce the amount of Loan Payments to be made to the Issuer or the Indenture Trustee by the Corporation pursuant to the Loan Agreement, or extend the time for making such payments, without the written consent of all of the Bondholders then Outstanding. It shall not be necessary for the consent of Bondholders pursuant to the provisions of the Indenture described under this heading to approve the particular form of any proposed amendment, but it shall be sufficient if such consent shall approve the substance thereof.

Rating Confirmation

The Purchase and Sale Agreement and the Loan Agreement and the Indenture require delivery to the Indenture Trustee of a Rating Confirmation prior to certain actions being undertaken thereunder.

THE LOAN AGREEMENT

This summary does not purport to be complete or definitive and is qualified in its entirety by reference to the full terms of the Loan Agreement.

The Loan Agreement provides the terms of the loan of the Bond proceeds to the Corporation by the Issuer and the repayment and security for the loan by the Corporation. Certain of the provisions of the Loan Agreement are summarized below. Terms used in the Loan Agreement that are defined in the California Commercial Code and not otherwise defined in the Loan Agreement shall have the meanings set forth in the California Commercial Code unless the context requires otherwise.

Issuance of Bonds; Deposit of Proceeds

Pursuant to the Indenture, the Issuer has authorized the issuance of the Bonds in the aggregate principal amount of \$294,084,291.25. Pursuant to the Loan Agreement, the Issuer loans and advances to the Corporation, and the Corporation borrows and accepts from the Issuer a loan of the proceeds of the Bonds to the Corporation (the "Loan") to be applied under the terms and conditions of the Loan Agreement. Pursuant to the Loan Agreement, the Corporation approves the Indenture and the assignment under the Indenture to the Indenture Trustee of the right, title and interest of the Issuer in the Loan Agreement. For purposes of the Loan Agreement, the amount of any proceeds of the Series 2007 Bonds deposited in the Operating Account or the Costs of Issuance Account, and the amount of any underwriters' discount and any discount to investors on the Series 2007 Bonds shall also be deemed to have been loaned to the Corporation.

Amounts Payable

In consideration of the Loan to the Corporation, the Corporation agrees that, as long as any of the Bonds remain Outstanding under the Indenture, it shall pay or cause to be paid to the Indenture Trustee for deposit in the Collection Account established under the Indenture all payments receivable with respect to Sold County Tobacco Assets when and as such are received. Each payment by, or caused to be made by, the Corporation to the Indenture Trustee under the Loan Agreement (the "Loan Payments") shall be in lawful money of the United States of America and paid to the Indenture Trustee at its Corporate Trust Office and held, invested, disbursed and applied as provided in the Indenture. Except as otherwise expressly provided in the Loan Agreement, all amounts payable under the Loan Agreement by the Corporation to the Issuer shall be paid to the Indenture Trustee as assignee of the Issuer.

The Corporation will also pay (from amounts deposited by the Indenture Trustee in the Operating Account under the Indenture) all fees and expenses of the Indenture Trustee and the Issuer in connection with the Loan and the Bonds, including, without limitation, legal fees and expenses incurred in connection with any redemption of the Bonds or in connection with the interpretation, enforcement or amendment of any documents relating to the Loan, the Corporation Tobacco Assets or the Bonds and all other Operating Expenses, as and when such amounts become due and payable; provided, that in each case, to the extent amounts in the Operating Account under the Indenture are insufficient to make any such payments, the Corporation shall not be required to make such payments until such time as amounts are available for such purpose in the Operating Account under the Indenture.

In order to ensure payment of the amounts set forth in the Loan Agreement and described above under this heading, the Corporation shall cause the County to give to the Attorney General of the State the instructions required in the Loan Agreement and described below under the heading "Conditions Precedent to Borrowing."

In the event the Corporation fails to make any of the payments required in the Loan Agreement, the item or installment not so paid shall continue as an obligation of the Corporation until the amount not so paid shall have been fully paid.

Obligations Unconditional; Limited Recourse

The obligations of the Corporation to make the payments required in the Loan Agreement and to perform and observe the other agreements contained in the Loan Agreement shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Issuer or the Indenture Trustee of any obligation to the Corporation whether under the Loan Agreement or otherwise, or out of any indebtedness or liability at any time owing to the Corporation by the Issuer or the Indenture Trustee, and until such time as the principal of, redemption premiums, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Corporation (a) will not suspend or discontinue any payments provided for in the Loan Agreement, (b) will perform and observe all other agreements contained in the Loan Agreement, and (c) will not terminate the Loan Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of the Issuer or the Indenture Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Loan Agreement. Nothing contained in the Loan Agreement and described under this heading shall be construed to release the Issuer or the Indenture Trustee from the performance of any of the agreements on its part contained in the Loan Agreement, and in the event the Issuer or the Indenture Trustee fails to

perform any such agreement on its part, the Corporation may institute such action against the Issuer or the Indenture Trustee as the Corporation may deem necessary to compel performance so long as such action does not abrogate the obligations of the Corporation contained in the Loan Agreement and described in the first sentence of this paragraph.

Notwithstanding the foregoing or any other provision or obligation to the contrary contained in the Loan Agreement or any other Basic Document, the liability of the Corporation under the Loan Agreement and the other Basic Documents to any Person, including, but not limited to, the Indenture Trustee or the Issuer and their successors and assigns, is limited to the Corporation's interest in the Corporation Tobacco Assets, and the amounts held in the funds and accounts created under the Indenture, and such Persons shall look exclusively thereto, or to such other security as may from time to time be given for the payment of obligations arising out of the Loan Agreement or any other agreement securing the obligations of the Corporation under the Loan Agreement.

Grant of Security Interest

As security for the Loan and the other obligations of the Corporation set forth in the Loan Agreement, the Corporation pledges and assigns to the Issuer and grants to the Issuer a first priority perfected security interest in all right, title and interest of the Corporation, whether now owned or hereafter acquired, in, to and under the following property (collectively and severally, the "Corporation Tobacco Assets"):

- (a) the Sold County Tobacco Assets purchased from the County;
- (b) to the extent permitted by law (as to which no representation is made), corresponding present or future rights, if any, of the Corporation to enforce or cause the enforcement of payment of such purchased Sold County Tobacco Assets pursuant to the MOU and the ARIMOU;
- (c) the corresponding rights of the Corporation under the Purchase and Sale Agreement; and
- (d) all proceeds of any and all of the foregoing.

Conditions Precedent to Borrowing

The obligation of the Issuer to make the Loan on the Closing Date is subject to the conditions that:

- (a) The representations and warranties of the Corporation set forth in the Loan Agreement are true and correct in all material respects;
- (b) All agreements relating to the transactions contemplated by the Loan Agreement are in form and substance satisfactory to the Issuer and the Corporation; and
- (c) The Corporation shall have given or caused to be given instructions to the Attorney General of the State pursuant to Sections 4.B.(2)(i)(aa) and 4.B.(2)(i)(bb) of the ARIMOU to cause the California Escrow Agent to disburse all payments receivable on account of the 2008-2020 Sold Tobacco Assets, the 2021-2026 Sold Tobacco Assets and the Post 2026 Sold Tobacco Assets (each such term as defined in the Purchase and Sale Agreement) from the California Escrow to the Indenture Trustee, together with an acknowledgement that such instructions shall only be further modified with the countersignature of a designated representative of the Indenture Trustee until the Indenture Trustee gives notice to the Attorney General of the State that there are no longer any Bonds Outstanding under the

Indenture, after which any further modification must be countersigned by a representative of the Corporation.

Waiver and Satisfaction of Conditions Precedent

The Issuer, by making the Loan under the Loan Agreement, either waives or acknowledges satisfaction of the conditions precedent set forth in the Loan Agreement.

Representations and Warranties of the Corporation

In order to induce the Issuer to enter into the Loan Agreement, the Corporation by the Loan Agreement represents and warrants to the Issuer as of the Closing Date as follows:

(a) The Corporation is validly existing as a nonprofit public benefit corporation under the laws of the State, with full power and authority to execute and deliver the Loan Agreement and the Purchase and Sale Agreement and to carry out their terms.

(b) The Corporation has full power, authority and legal right to grant a security interest in the Corporation Tobacco Assets to the Issuer and has duly authorized such grant of security interest to the Issuer by all necessary action; and the execution, delivery and performance by the Corporation of the Loan Agreement and the Purchase and Sale Agreement have been duly authorized by the Corporation by all necessary action.

(c) The Loan Agreement and the Purchase and Sale Agreement have been duly executed and delivered by the Corporation and, assuming the due authorization, execution and delivery of each such agreement by the other parties thereto, constitute legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(d) No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the consummation by the Corporation of the transactions contemplated by the Loan Agreement and the Purchase and Sale Agreement, except for those which have been obtained and are in full force and effect.

(e) The consummation by the Corporation of the transactions contemplated by the Loan Agreement and the Purchase and Sale Agreement and the fulfillment by the Corporation of the terms thereof do not in any material way conflict with, result in any breach by the Corporation of any of the material terms and provisions of, nor constitute (with or without notice or lapse of time) a default by the Corporation under any indenture, agreement or other instrument to which the Corporation is a party or by which it is bound; nor violate any law, order, rule or regulation applicable to the Corporation of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Corporation.

(f) To the best of its knowledge, there are no proceedings or investigations pending against the Corporation, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Corporation: (i) asserting the invalidity of the Loan Agreement or the Purchase and Sale Agreement or the Bonds, (ii) seeking to prevent the consummation of any of the transactions contemplated by the Loan Agreement or the Purchase and Sale Agreement, or, to the best of its knowledge, the Indenture or the Bonds, or (iii) seeking any determination or ruling that

would materially and adversely affect the validity or enforceability of the Loan Agreement or the Purchase and Sale Agreement, or, to the best of its knowledge, the Indenture or the Bonds.

(g) Based on the representations and warranties of the County set forth in the Purchase and Sale Agreement, except to the extent that the State has the right to reallocate moneys paid under the MOU and the ARIMOU, as provided in the MOU and the ARIMOU, the Corporation owns and has good and marketable title to the Corporation Tobacco Assets free and clear and without liens thereon, other than the lien of the Loan Agreement and the lien of the Indenture. The Corporation has not sold, transferred, assigned, pledged, granted a security interest in, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Corporation Tobacco Assets, nor has the Corporation created or permitted the creation of, any Lien thereon, other than the lien of the Loan Agreement and the lien of the Indenture.

(h) The Loan Agreement creates a valid and continuing security interest (as defined in the applicable Uniform Commercial Code (“UCC”)) in the Corporation Tobacco Assets in favor of the Issuer, which security interest is prior to all other liens, and is enforceable as such as against creditors of and purchasers from the Corporation.

(i) The Corporation Tobacco Assets constitute “accounts” or “general intangibles” within the meaning of the applicable UCC.

(j) The Corporation has caused or will have caused, within ten days, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Corporation Tobacco Assets granted to the Issuer under the Loan Agreement.

(k) Other than the security interest granted to the Issuer pursuant to the Loan Agreement, the Corporation has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Corporation Tobacco Assets. The Corporation has not authorized the filing of and is not aware of any financing statements against the Corporation that include a description of collateral covering the Corporation Tobacco Assets other than any financing statement relating to the security interest granted to the Issuer under the Loan Agreement or that has been terminated. The Corporation is not aware of any judgment or tax lien filings against the Corporation.

(l) The Corporation has received all consents and approvals required by the terms of the Corporation Tobacco Assets to the grant of security interest in the Corporation Tobacco Assets under the Loan Agreement to the Issuer.

Representations and Warranties of the Issuer

In order to induce the Corporation to enter into the Loan Agreement, the Issuer by the Loan Agreement represents and warrants to the Corporation as follows:

(a) The Issuer is a joint exercise of powers authority duly organized and validly existing under the laws of the State. Pursuant to a resolution duly adopted by the governing board of the Issuer, the Issuer has authorized the execution and delivery by the Issuer of the Loan Agreement and the other Basic Documents to which it is a party, and the performance by the Issuer of all of its obligations under the Loan Agreement and under the other Basic Documents to which it is a party.

(b) The Issuer has complied with all of the provisions of the laws of the State relating to the Basic Documents, and has full power and authority to consummate all transactions contemplated by the

Bonds, the Basic Documents and any and all other agreements relating thereto, and to perform all of its obligations under the Loan Agreement, the Bonds and the Basic Documents.

(c) The Issuer has not pledged and covenants that it will not pledge the amounts derived from the Loan Agreement and the Corporation Tobacco Assets other than to secure the Bonds or obligations that are subordinate to the Loan as permitted by the Loan Agreement.

(d) The Issuer will duly file Internal Revenue Form 8038-G with respect to the Bonds, which shall contain the information required to be filed pursuant to Section 149 of the Code.

Covenants

Until the termination of the Loan Agreement and the satisfaction in full by the Corporation of all obligations under the Loan Agreement, the Corporation shall comply, and shall cause compliance, with the following affirmative covenants:

Preservation of Rights. The Corporation shall take all actions as may be required by law to fully preserve, maintain, defend, protect and confirm the interests of the Issuer and the interests of the Indenture Trustee in the Corporation Tobacco Assets. The Corporation shall not take any action that shall adversely affect the Issuer's or the Indenture Trustee's ability to receive payments made under the MOU, the ARIMOU, the MSA and the Consent Decree.

No Impairment. The Corporation shall not limit or alter the rights of the Issuer to fulfill the terms of its agreements with the Holders of the Bonds, or in any way impair the rights and remedies of such Holders or the security for the Bonds and shall enforce all of its rights under the Purchase and Sale Agreement, until the Bonds, together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such Holders, are fully paid and discharged.

No Amendments to Collateral Documents. The Corporation shall not amend the Purchase and Sale Agreement, except as provided therein. The Corporation shall not take any action and shall use its best efforts not to permit any action to be taken by others that would release any Person from any of such Person's covenants or obligations under the MOU or the ARIMOU or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, the MOU or the ARIMOU, nor, without the prior written consent of the Issuer and the Indenture Trustee, amend, modify, terminate, waive or surrender, or agree to any amendment, modification, termination, waiver or surrender of, the terms of the MOU or the ARIMOU, or waive timely performance or observance under such documents, in each case if the effect thereof would be materially adverse to the Bondholders.

Further Acts. Upon request of the Issuer or the Indenture Trustee, the Corporation shall authorize, execute and deliver all such further agreements, instruments, financing statements or other assurances as may be reasonably necessary to carry out the intention or to facilitate the performance of the Loan Agreement, including, without limitation, to perfect and maintain the perfection and priority of the security interests in the Loan Agreement intended to be created.

Tax Covenant. The Corporation shall at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that interest paid on the Bonds (or any of them) will be excluded from gross income for federal income tax purposes and shall take no action that would result in such interest not being excluded from gross income for federal income tax purposes.

Books and Records. The Corporation shall at all times keep proper books of record and account in which full, true and correct entries shall be made of its transactions in accordance with generally accepted accounting principles.

Change of Name, Type or Jurisdiction of Incorporation. The Corporation shall not change its name or its type or jurisdiction of organization without the consent of the Indenture Trustee.

Inspections. The Corporation shall permit any Person designated by the Issuer, upon reasonable notice and during normal business hours, to visit and inspect any of the properties and offices of the Corporation, to examine the books and records of the Corporation and make copies thereof and to discuss the affairs, finances and business of the Corporation with, and to be advised as to the same by, its officers, auditors and accountants, all at such times and intervals as the Issuer may reasonably request.

Use of Proceeds. The Corporation shall use the proceeds of the Loan only for the authorized corporate purposes of the Corporation.

Status as Special Purpose Entity. The Corporation shall: (1) conduct its own business in its own name and not in the name of any other Person; (2) compensate all employees, consultants and agents directly, from the Corporation's bank accounts, for services provided to the Corporation by such employees, consultants and agents and, to the extent any employee, consultant or agent of Corporation is also an employee, consultant or agent of any other Person, allocate the compensation of such employee, consultant or agent between the Corporation and such Person on a basis that reflects the services rendered to the Corporation and such Person; (3) have a separate telephone number, which will be answered only in its name and separate stationery, invoices and checks in its own name; (4) conduct all transactions with any other Person strictly on an arm's-length basis, allocate all overhead expenses (including, without limitation, telephone and other utility charges) for items shared between the Corporation and such Person on the basis of actual use to the extent practicable and, to the extent such allocation is not practicable, on a basis reasonably related to actual use; (5) at all times have a Board of Directors consisting of at least five members (including one Independent Director, as defined in the Corporation's articles of incorporation); (6) observe all corporate formalities as a distinct entity, and ensure that all corporate actions relating to (i) the dissolution or liquidation of the Corporation or (ii) the initiation of, participation in, acquiescence in or consent to any bankruptcy, insolvency, reorganization or similar proceeding involving the Corporation, are duly authorized by unanimous vote of its Board of Directors; (7) maintain the Corporation's books and records separate from those of any other Person and maintain its assets readily identifiable as its own assets rather than assets of any other person; (8) prepare its financial statements separately from those of any other Person; to the extent it is included in consolidated financial statements or consolidated tax returns, such financial statements and tax returns will make clear the separateness of the respective entities and make clear that the assets of the Corporation are not assets of any other Person and are not available to satisfy the debts of any other Person; (9) only maintain bank accounts or other depository accounts to which the Corporation alone is the account party, and from which only the Corporation has the power to make withdrawals; (10) pay all of the Corporation's operating expenses from the Corporation's own assets or pursuant to the Indenture (except for expenses incurred prior to the Closing Date); (11) operate its business and activities such that: it does not engage in any business or activity of any kind, or enter into any transaction or indenture, mortgage, instrument, agreement, contract, lease or other undertaking, other than the transactions contemplated and authorized by the Basic Documents, including but not limited to additional loan obligations related to the issuance of Additional Bonds under the Indenture, or obligations subordinate in all respects to the Loan; and does not create, incur, guarantee, assume or suffer to exist any indebtedness or other liabilities, whether direct or contingent, other than (i) as a result of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business, (ii) the incurrence of obligations under the Basic Documents, (iii) the incurrence of obligations secured by the Corporation Tobacco Assets that are

subordinate in all respects to the Loan and are governed by documents substantially similar to the Loan Agreement, and (iv) the incurrence of operating expenses in the ordinary course of business of the type otherwise contemplated by the Basic Documents; (12) maintain its corporate organization in conformity with the Loan Agreement, such that it does not amend, restate, supplement or otherwise modify its articles of incorporation or bylaws in any respect that would impair its ability to comply with the terms or provisions of any of the Basic Documents, including, without limitation, those described under this heading; and (13) maintain its corporate separateness such that it does not merge or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions, and except as otherwise contemplated in the Loan Agreement) all or substantially all of its assets (whether now owned or hereafter acquired) to, or acquire all or substantially all of the assets of, any Person.

Filings. The Corporation, at the Corporation's expense, shall promptly authorize, procure, execute and deliver to the Issuer all documents, instruments and agreements and perform all acts which are necessary or desirable, or which the Issuer may reasonably request, to establish, maintain, continue, preserve, protect and perfect the grant of security interest in the Corporation Tobacco Assets, the lien granted to the Issuer pursuant to the Loan Agreement and the first priority of such lien or to enable the Issuer to exercise and enforce its rights and remedies under the Loan Agreement with respect to the grant of a security interest in the Corporation Tobacco Assets. Without limiting the generality of the preceding sentence, the Corporation shall (i) authorize, procure, execute and deliver to the Issuer all endorsements, assignments, financing statements and other instruments of transfer requested by the Issuer, (ii) deliver to the Issuer promptly upon receipt all originals of Corporation Tobacco Assets consisting of instruments, documents, chattel paper, letters of credit and certificated securities and (iii) take or cause to be taken such actions as may be necessary to perfect the lien of the Issuer in any Corporation Tobacco Assets consisting of investment property.

No Modification of Escrow Instruction. So long as any Bonds of any Series are Outstanding under the Indenture, the Corporation shall not rescind, amend or modify the instruction described in the Loan Agreement without the consent of the Indenture Trustee.

Nonpetition Covenant By Corporation. The Corporation by the Loan Agreement covenants and agrees that it will not at any time institute against the Issuer, or join in instituting against the Issuer, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States federal or state bankruptcy or similar law.

Bankruptcy. The Corporation shall object in any relevant bankruptcy case to the consolidation of the assets of the Corporation or the Issuer with those of the County.

Lump Sum Payments. The Corporation shall monitor and notify the Issuer of any Lump Sum Payments and the amount thereof.

Nonpetition Covenant By Issuer

The Issuer by the Loan Agreement covenants and agrees that it will not at any time institute against the Corporation, or join in instituting against the Corporation, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States federal or state bankruptcy or similar law.

Events of Default

The occurrence or existence of any one or more of the following shall constitute an “Event of Default” under the Loan Agreement:

Failure to Pay or Cause to be Paid All Payments Relating to Sold County Tobacco Assets to Trustee. The Corporation shall fail to pay or cause to be paid to the Indenture Trustee for deposit in the Collection Account established under the Indenture all payments receivable with respect to Sold County Tobacco Assets as required pursuant to the Loan Agreement; or

Other Defaults. The Corporation shall fail to observe or perform any other covenant, obligation, condition or agreement contained in the Loan Agreement and such failure shall continue for 30 days from the date of written notice from the Issuer or the Indenture Trustee of such failure; or

Representations and Warranties. Any representation, warranty, certificate, information or other statement (financial or otherwise) made or furnished by or on behalf of the Corporation to the Issuer in or in connection with the Loan Agreement shall be false, incorrect, incomplete or misleading in any material respect when made or furnished; or

Insolvency, Voluntary Proceedings. The Corporation shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated in full or in part, (v) become insolvent (as such term may be defined or interpreted under any applicable statute), (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vii) take any action for the purpose of effecting any of the foregoing; or

Involuntary Proceedings. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Corporation or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Corporation or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within 60 days of commencement; or

Agreement. The Loan Agreement or any material term of the Loan Agreement shall cease to be, or be asserted by the Corporation not to be, a legal, valid and binding obligation of the Corporation enforceable in accordance with its terms; or

Revocation of Instructions to Attorney General. The instructions to the Attorney General of the State regarding disbursing the Corporation Tobacco Assets to the Indenture Trustee as provided pursuant to the provisions of the Loan Agreement shall be revoked or cease to be complied with.

Remedies

At any time after the occurrence and during the continuance of any Event of Default, the Issuer may, by written notice to the Corporation exercise any other right, power or remedy available to it by law, either by suit in equity or by action at law, or both.

No remedy in the Loan Agreement conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in the Loan Agreement, it shall not be necessary to give any notice, other than such notice as may be required in the provisions of the Loan Agreement described under this heading. Such rights and remedies as are given the Issuer under the Loan Agreement shall also extend to the Indenture Trustee, and the Indenture Trustee and the Bondholders, subject to the provisions of the Indenture, shall be entitled to the benefit of all covenants and agreements contained in the Loan Agreement. Notwithstanding any other provision of the Loan Agreement, the Issuer and the Indenture Trustee shall not sell or foreclose on the Corporation Tobacco Assets, even if an Event of Default has occurred.

Amendments; Amendment of Indenture

The Loan Agreement may be amended by the Corporation and the Issuer, with the consent of the Indenture Trustee: (a) to cure any ambiguity; (b) to correct or supplement any provisions in the Loan Agreement; (c) to correct or amplify the description of the Corporation Tobacco Assets; (d) to add additional covenants for the benefit of the Issuer; or (e) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions in the Loan Agreement that shall not, as evidenced by a Rating Confirmation delivered to the Indenture Trustee, adversely affect in any material respect payment of the Bonds. Promptly after the execution of any such amendment, the Corporation shall furnish written notification of the substance of such amendment to each Rating Agencies.

As long as the Corporation is not in default under this Loan Agreement, the Issuer will not amend the Indenture in any respect that would have a material adverse effect on the Corporation without obtaining the Corporation's written consent, which consent shall not be unreasonably withheld.

THE PURCHASE AND SALE AGREEMENT

The Purchase and Sale Agreement provides the terms of the sale by the County and the purchase by the Corporation of the Sold County Tobacco Assets. Certain of the provisions of the Purchase and Sale Agreement are summarized below. This summary does not purport to be complete or definitive and is qualified in its entirety by reference to the full terms of the Purchase and Sale Agreement.

Agreement to Sell and Purchase

The County agrees to sell, and the Corporation agrees to purchase, on the Closing Date, for consideration paid by the Corporation the amount specified in the Purchase and Sale Agreement in cash (the "Purchase Price") (i) the County Tobacco Assets to the extent consisting of or relating to amounts due to the County after the first \$10,000,000 has been paid to the County in each year beginning on January 1, 2008 and ending on December 31, 2020 (the "2008-2020 Sold Tobacco Assets"); (ii) the County Tobacco Assets to the extent consisting of or relating to amounts due to the County after the first \$11,537,208 has been paid to the County in each year beginning on January 1, 2021 and ending on December 31, 2026 (the "2021-2026 Sold Tobacco Assets"); (iii) the County Tobacco Assets to the extent consisting of or relating to amounts due to the County from and after January 1, 2027 (the "Post 2026 Sold Tobacco Assets"); and (iv) the County Tobacco Assets to the extent consisting of or relating to the applicable percentage set forth in the Purchase and Sale Agreement on a pari passu pro rata basis of any

Lump Sum Payments made during the period from and after the Closing Date and before January 1, 2027 (the “Pre 2027 Lump Sum Sold Tobacco Assets”). Collectively, the 2008-2020 Sold Tobacco Assets, the 2021-2026 Sold Tobacco Assets, the Post 2026 Sold Tobacco Assets and the Pre 2027 Lump Sum Sold Tobacco Assets constitute the “Sold County Tobacco Assets.” Nothing contained in the Purchase and Sale Agreement shall be deemed to prevent the County from selling or otherwise transferring all or a portion of the County Tobacco Assets that do not constitute Sold County Tobacco Assets.

Conveyance of Sold County Tobacco Assets and Payment of Purchase Price

In consideration of the payment and delivery by the Corporation to the County of the Purchase Price, pursuant to the Purchase and Sale Agreement, the County does (a) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Corporation, absolutely and not as collateral security, without recourse except as expressly provided therein, and the Corporation does purchase, accept and receive, all of the County’s right, title and interest in, to and under the Sold County Tobacco Assets, and (b) assign to the Corporation, to the extent permitted by law (as to which no representation is made), all present or future rights, if any, of the County to enforce or cause the enforcement of payment of the Sold County Tobacco Assets pursuant to the MOU and the ARIMOU.

Representations and Warranties of the Corporation

The Corporation represents and warrants to the County that, as of the Closing Date, (a) it is duly organized, validly existing and in good standing in the jurisdiction of its organization, (b) it has full power and authority to enter into the Purchase and Sale Agreement and to perform its obligations under the Purchase and Sale Agreement, (c) neither the execution and delivery by it of the Purchase and Sale Agreement, nor the performance by it of its obligations under the Purchase and Sale Agreement, shall conflict with or result in a breach or default by it under any of its organizational documents, or any law, rule, regulation, judgment, order or decree to which it is subject or any agreement or instrument to which it is a party, and (d) the Purchase and Sale Agreement, and its execution, delivery and performance of the Purchase and Sale Agreement have been duly authorized by it, and the Purchase and Sale Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms of the Purchase and Sale Agreement, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors rights generally andr the application of equitable principles in any proceeding, whether at law or in equity.

Representations and Warranties of the County

The County by the Purchase and Sale Agreement represents and warrants to the Corporation, as of the Closing Date, as follows:

(a) The County is validly existing as a political subdivision under the laws of the State, with full power and authority to execute and deliver the Purchase and Sale Agreement and to carry out its terms.

(b) The County has full power, authority and legal right to sell and assign the County Tobacco Assets to the Corporation and has duly authorized such sale and assignment to the Corporation by all necessary action; and the execution, delivery and performance by the County of the Purchase and Sale Agreement has been duly authorized by the County by all necessary action.

(c) The Purchase and Sale Agreement has been duly executed and delivered by the County and, assuming the due authorization, execution and delivery of the Purchase and Sale Agreement by the

Corporation, constitutes a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors rights generally and the application of equitable principles in any proceeding, whether at law or in equity and the limitations on remedies against counties in the State.

(d) No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the consummation by the County of the transactions contemplated by the Purchase and Sale Agreement, except for those which have been obtained and are in full force and effect.

(e) The consummation by the County of the transactions contemplated by the Purchase and Sale Agreement and the fulfillment of the terms thereof do not in any material way conflict with, result in any material breach by the County of any of the material terms and provisions of, nor constitute (with or without notice or lapse of time) a material default by the County under any indenture, agreement or other instrument to which the County is a party or by which it is bound; nor violate any law, order, rule or regulation applicable to the County of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the County.

(f) There are no material proceedings or investigations pending against the County before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the County: (i) asserting the invalidity of the Purchase and Sale Agreement, or, to the best of its knowledge, the Loan Agreement, the Indenture or the Bonds, (ii) seeking to prevent the consummation of any of the transactions contemplated by the Purchase and Sale Agreement, or, to the best of its knowledge, the Loan Agreement, the Indenture or the Bonds or (iii) seeking any determination or ruling that would materially and adversely affect the validity or enforceability of the Purchase and Sale Agreement, or, to the best of its knowledge, the Loan Agreement, the Indenture or the Bonds. There are no initiatives pending that would affect the County's sale of the Sold County Tobacco Assets or its use of the Purchase Price.

(g) Prior to the sale of the Sold County Tobacco Assets to the Corporation, the County was the sole owner of the Sold County Tobacco Assets, and has such right, title and interest as provided in the MOU and the ARIMOU. From and after the conveyance of the Sold County Tobacco Assets by the County to Corporation on the Closing Date, the County shall have no interest in the Sold County Tobacco Assets.

(h) Except to the extent that the State has the right to reallocate moneys paid under the MOU and the ARIMOU, as provided in the MOU and the ARIMOU, prior to the sale of the Sold County Tobacco Assets to the Corporation, the County held title to the Sold County Tobacco Assets free and clear of all liens, pledges, charges, security interests or any other impediments of any nature on the Sold County Tobacco Assets. Except as set forth in the Purchase and Sale Agreement, the County has not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Sold County Tobacco Assets, nor has the County created, or to its knowledge permitted the creation of, any lien thereon.

(i) The County acts solely through its authorized officers or agents.

(j) The County maintains records and books of account separate from both the Corporation and the Issuer.

(k) The financial statements and books and records of the County prepared after the Closing Date shall reflect the separate existence of the Corporation and the Issuer.

(l) The County maintains its respective assets separately from the assets of both the Corporation and the Issuer (including through the maintenance of separate bank accounts); and the County's funds and assets, and records relating thereto, have not been and are not commingled with those of the Corporation or the Issuer.

(m) The County's principal place of business and chief executive office is located at County Administrative Center, 4080 Lemon Street, Riverside, California 92501..

(n) The County shall treat the sale of the Sold County Tobacco Assets as a sale for tax reporting and accounting purposes, and title to the Sold County Tobacco Assets shall not be a part of the debtor's estate in the event of the filing of a bankruptcy petition by or against the County under any bankruptcy law.

(o) The County has received reasonably equivalent value for the Sold County Tobacco Assets.

(p) The County does not act as an agent of the Corporation or the Issuer in any capacity, but instead presents itself to the public as an entity separate from the Corporation and the Issuer.

(q) The County has not guaranteed and shall not guarantee the obligations of the Corporation or the Issuer, nor shall it hold itself out or permit itself to be held out as having agreed to pay or as being liable for the debts of the Corporation or the Issuer; and the County has not received nor shall the County accept, any credit or financing from any Person who is relying upon the availability of the assets of the Issuer or the Corporation to satisfy the claims of such creditor.

(r) All transactions between or among the County, on the one hand, and the Issuer or the Corporation on the other hand (including, without limitation, transactions governed by contracts for services and facilities, such as payroll, purchasing, accounting, legal and personnel services and office space) shall be on terms and conditions (including, without limitation, terms relating to amounts to be paid thereunder) which are believed by the County thereto to be both fair and reasonable and comparable to those available on an arms-length basis from Persons who are not affiliates.

Covenants of the County

The County shall not take any actions or omit to take any actions which adversely affect the interests of the Corporation in the Sold County Tobacco Assets and in the proceeds thereof. The County shall not take any action or omit to take any action that shall adversely affect the ability of the Corporation, and any assignee of the Corporation, to receive payments made under the MOU, the ARIMOU, the MSA and the Consent Decree with respect to the Sold County tobacco Assets; provided, however, that nothing in the Purchase and Sale Agreement shall be deemed to prohibit the County from undertaking any activities (including educational programs, regulatory actions, or any other activities) intended to reduce or eliminate smoking or the consumption or use of tobacco or tobacco related products.

The County shall not take any action or omit to take any action and shall use its reasonable efforts not to permit any action to be taken by others that would release any Person from any of such Person's covenants or obligations under the MSA, the MOU or the ARIMOU, or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or

effectiveness of, the MSA, the MOU or the ARIMOU, nor, without the prior written consent of the Corporation or its assignee, amend, modify, terminate, waive or surrender, or agree to any amendment, modification, termination, waiver or surrender of, the terms of the MSA, the MOU or the ARIMOU, or waive timely performance or observance under such documents, in each case if the effect thereof would be materially adverse to the Bondholders. Nothing in the Purchase and Sale Agreement shall impose a duty on the County to seek to enforce the MSA or to seek enforcement thereof by others, or to prevent others from modifying, terminating, discharging or impairing the validity or effectiveness of the MSA.

Upon request of the Corporation or its assignee, the County shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes and intent of the Purchase and Sale Agreement. The County shall take all actions necessary to preserve, maintain and protect the title of the Corporation to the Sold County Tobacco Assets.

The County shall at all times do and perform all acts and things permitted by law and the Purchase and Sale Agreement which are necessary or desirable in order to assure that interest paid on Bonds, the interest on which is intended to be tax-exempt, will be excluded from gross income for federal income tax purposes and shall take no action that would result in such interest not being excluded from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the County agrees that it will comply with the provisions of the County Tax.

The County shall execute the County Tax Certificate containing all necessary and appropriate covenants, agreements, representations, statements of intention and reasonable expectations and certifications of fact for bond counsel to render its opinion that interest on Bonds, the interest on which is intended to be tax-exempt, is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Tax Code, including but not limited to matters relating to the use and investment of the proceeds of Bonds received by the County and any other moneys of the County, and the use of any and all property financed or refinanced with the proceeds of the Bonds received by the County as part of the Purchase Price.

On or before the Closing Date, the County shall send (or cause to be sent) an irrevocable instruction to the Attorney General of the State pursuant to Sections 4.B.(2)(i)(aa) and 4.B.(2)(i)(bb) of the ARIMOU, to cause the California Escrow Agent to disburse all of the 2008-2020 Sold Tobacco Assets, the 2021-2026 Sold Tobacco Assets and Post 2026 Sold Tobacco Assets from the California Escrow to the Indenture Trustee, together with notice of the sale of the Sold County Tobacco Assets to the Corporation and the assignment and grant of a security interest in such assets to the Issuer, and by the Issuer to the Indenture Trustee, and an acknowledgement that such instructions shall only be further modified with the countersignature of a designated representative of the Indenture Trustee until the Indenture Trustee gives notice to the Attorney General of the State that there are no longer any Bonds Outstanding under the Indenture, after which any further modification must be countersigned by a representative of the Corporation. The Corporation shall monitor and notify the County of any payment of Lump Sum Payments prior to January 1, 2027 and the amount thereof. In the event that a Lump Sum Payment is made prior to January 1, 2027 and received by the County, the County shall divide such Lump Sum Payment in accordance with the applicable percentage set forth in the definition of Pre 2027 Lump Sum Sold Tobacco Assets and transfer the Pre 2027 Lump Sum Sold Tobacco Assets to the Indenture Trustee clearly identifying such amounts as Pre 2027 Lump Sum Sold Tobacco Assets. The County by the Purchase and Sale Agreement relinquishes and waives any control over the Sold County Tobacco Assets, any authority to collect the Sold County Tobacco Assets, and any power to revoke or amend the instructions to the Attorney General contemplated by this paragraph. The County shall not rescind, amend or modify the instruction described in the first sentence of this paragraph. The County shall cooperate with the Corporation or its assignee in giving instructions to the Attorney General if the

Corporation or its assignee transfers the Sold County Tobacco Assets. In the event that the County receives any payments on the Sold County Tobacco Assets, the County shall hold the same in trust for the benefit of the Corporation, the Issuer and the Indenture Trustee as their interests may appear and shall promptly remit the same to the Indenture Trustee as assignee of the Corporation.

The County acknowledges that the proceeds of the Bonds received by the County as part of the Purchase Price pursuant to the Purchase and Sale Agreement continue to be proceeds of the Bonds in the hands of the County and agrees to invest such amounts in Eligible Investments and in the manner contemplated by the County Tax Certificate to the extent that such proceeds are subject to the investment limitation requirements of the County Tax Certificate.

The County by the Purchase and Sale Agreement covenants and agrees that it will not at any time institute against the Corporation, or join in instituting against the Corporation, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States federal or state bankruptcy or similar law.

The County shall object in any relevant bankruptcy case to the consoling of the assets of the Corporation or the Issuer with those of the County.

Notices of Breach

Upon discovery by the County or the Corporation that the County has breached any of its covenants or that any of its representations or warranties are materially false or misleading, in a manner that materially and adversely affects the value of the County Tobacco Assets, the discovering party shall give prompt written notice thereof to the other party, the Indenture Trustee and each Rating Agency.

The County shall not be liable to the Corporation, the Issuer, the Indenture Trustee or the Bondholders for any loss, cost or expense resulting solely from the failure of the Indenture Trustee to promptly notify the County upon the discovery by an Authorized Officer of the Indenture Trustee of a breach of any covenant or any materially false or misleading representation or warranty contained in the Purchase and Sale Agreement.

Liability of County; Indemnification

The County shall be liable in accordance with the Purchase and Sale Agreement only to the extent of the obligations specifically undertaken by the County under the Purchase and Sale Agreement, as follows: the County shall indemnify, defend and hold harmless the Corporation, the Issuer and the Indenture Trustee and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person by the County's breach of any of its covenants contained in the Purchase and Sale Agreement or any materially false or misleading representation or warranty of the County contained in the Purchase and Sale Agreement. The County shall indemnify, defend and hold harmless the Corporation, the Issuer and the Indenture Trustee and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities arising out of or incurred in connection with the County's obligations under the County Tax Certificate, including any rebate or other obligation to the United States Department of the Treasury, resulting from actions by or omissions of the County, including from the investment by the County of the proceeds of the Bonds received by the County and the use of any and all property financed or refinanced with the proceeds of such Bonds received by the County as part of the Purchase Price.

Limitation on Liability

The County and any officer or employee or agent of the County may rely in good faith on the advice of counsel, or on any document of any kind prima facie properly executed and submitted by any Person respecting any matters arising under the Purchase and Sale Agreement.

No officer or employee of the County shall have any liability for the representations, warranties, covenants, agreements or other obligations of the County under the Purchase and Sale Agreement or in any of the certificates, notices or agreements delivered pursuant to the Purchase and Sale Agreement, as to all of which recourse shall be had solely to the assets of the County.

County's Acknowledgment

The County by the Purchase and Sale Agreement agrees and acknowledges that the Corporation intends to assign and grant a security interest in its rights under the Purchase and Sale Agreement and its rights to the County Tobacco Assets to the Issuer pursuant to the terms of the Loan Agreement, and that the Issuer intends to assign and grant a security interest in the same to the Indenture Trustee pursuant to the Indenture. The County further agrees and acknowledges that the Issuer, the Indenture Trustee and the Bondholders have relied and shall continue to rely upon each of the foregoing representations and warranties, and further agrees that such Persons are entitled so to rely thereon. Each of the above representations and warranties shall survive any assignment and grant of a security interest in the Purchase and Sale Agreement or the Sold County Tobacco Assets to the Issuer and by the Issuer to the Indenture Trustee, and shall continue in full force and effect, notwithstanding any subsequent termination of the Purchase and Sale Agreement and the other Basic Documents. The above representations and warranties shall inure to the benefit of Issuer and the Indenture Trustee.

Corporation's Acknowledgment

The Corporation by the Purchase and Sale Agreement agrees and acknowledges that the County is irrevocably transferring, granting, bargaining, selling, assigning, conveying, and delivering to the Corporation the Sold County Tobacco Assets without recourse, and, except as expressly set forth above, without representation or warranty of any kind or description.

Intent to Effect Irrevocable, Absolute Sale and Not a Transfer as Collateral or Security

The County and the Corporation by the Purchase and Sale Agreement confirm their intent and agree that the County is irrevocably transferring, granting, bargaining, selling, assigning, conveying and delivering to the Corporation the Sold County Tobacco Assets absolutely and not as collateral security.

Amendments

This Agreement may be amended by the County and the Corporation, with the consent of the Indenture Trustee: (a) to cure any ambiguity; (b) to correct or supplement any provisions in the Purchase and Sale Agreement; (c) to correct or amplify the description of the Sold County Tobacco Assets; (d) to add additional covenants for the benefit of the Corporation; or (e) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions in the Purchase and Sale Agreement that shall not, as evidenced by a Rating Confirmation delivered to the Indenture Trustee, adversely affect in any material respect payment of the Bonds.

Promptly after the execution of any such amendment, the Corporation shall furnish written notification of the substance of such amendment to each Rating Agency.

APPENDIX G

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix G concerning The Depository Trust Company (“DTC”), New York, New York, and DTC’s book-entry system has been obtained from DTC and the Issuer, the Corporation, the County and the Underwriters take no responsibility for the completeness or accuracy thereof. The Issuer, the Corporation, the County and the Underwriters cannot and do not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of principal of and interest on the Series 2007 Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Series 2007 Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2007 Bonds, or that they will do so on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix G. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Series 2007 Bonds. The Series 2007 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered security certificate will be issued for the Series 2007 Bonds, in the aggregate principal amount of such Series 2007 Bonds, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and member of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (respectively, “NSCC,” “GSCC,” “MBSCC,” and “EMCC,” also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Series 2007 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2007 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase unless they are also Direct Participants. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2007 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2007 Bonds, except in the event that use of the book-entry system for the Series 2007 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2007 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2007 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2007 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2007 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2007 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2007 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of the Series 2007 Bonds may wish to ascertain that the nominee holding the Series 2007 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. The conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Any failure of DTC to advise any DTC Participant, or of any DTC Participant or Indirect Participant to notify a Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Series 2007 Bonds called for redemption or of any other action premised on such notice. Redemption of portions of the Series 2007 Bonds by the Issuer will reduce the outstanding principal amount of Series 2007 Bonds held by DTC. In such event, DTC will implement, through its book-entry system, redemption of interests in the Series 2007 Bonds held for the account of DTC Participants in accordance with its own rules or other agreements with DTC Participants and then DTC Participants and Indirect Participants will implement redemption of the Series 2007 Bonds for the Beneficial Owners.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2007 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2007 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal of and interest evidenced by the Series 2007 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee, on payment dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest evidenced by the Series 2007 Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

NONE OF THE AUTHORITY, THE CORPORATION, THE COUNTY, THE UNDERWRITERS OR THE INDENTURE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OR THE SELECTION OF SERIES 2007 BONDS FOR PREPAYMENT.

DTC may discontinue providing its services as depository with respect to the Series 2007 Bonds at any time by giving reasonable notice to the Issuer or the Indenture Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2007 Bond certificates are required to be printed and delivered. To the extent permitted by law, the Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered. In the event that the book-entry system is discontinued as described above, the requirements of the Indenture will apply.

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APPENDIX H
TABLES OF ACCRETED VALUES

\$53,757,702.60

Series 2007B Turbo Convertible Capital Appreciation Bonds

Due June 1, 2026, Yield of 5.750%

Expected Final Turbo Redemption Date: June 1, 2020

Expected Average Life: 11.6 years

Conversion Date: December 1, 2011

<u>Date</u>	<u>Amount</u>
August 16, 2007	\$53,757,702.60
December 1, 2007	54,653,847.15
June 1, 2008	56,225,356.95
December 1, 2008	57,841,434.00
June 1, 2009	59,504,820.90
December 1, 2009	61,215,517.65
June 1, 2010	62,975,581.20
December 1, 2010	64,785,697.20
June 1, 2011	66,648,608.25
December 1, 2011	68,565,000.00

\$53,541,801.45
Series 2007C-1 Turbo Capital Appreciation Bonds
Due June 1, 2036, Yield of 6.625%
Expected Final Turbo Redemption Date: June 1, 2026
Expected Average Life: 15.9 years

Date	Amount	Date	Amount
August 16, 2007	\$ 53,541,801.45	June 1, 2022	\$140,413,033.35
December 1, 2007	54,569,904.75	December 1, 2022	145,063,976.85
June 1, 2008	56,377,827.90	June 1, 2023	149,868,786.15
December 1, 2008	58,245,199.20	December 1, 2023	154,834,455.15
June 1, 2009	60,175,515.60	June 1, 2024	159,960,983.85
December 1, 2009	62,168,777.10	December 1, 2024	165,258,863.10
June 1, 2010	64,228,480.65	June 1, 2025	170,735,086.80
December 1, 2010	66,354,626.25	December 1, 2025	176,389,654.95
June 1, 2011	68,554,207.80	June 1, 2026	182,233,058.40
December 1, 2011	70,823,728.35	December 1, 2026	188,268,794.10
June 1, 2012	73,170,181.80	June 1, 2027	194,507,352.90
December 1, 2012	75,593,568.15	December 1, 2027	200,948,734.80
June 1, 2013	78,100,881.30	June 1, 2028	207,606,927.60
December 1, 2013	80,685,127.35	December 1, 2028	214,481,931.30
June 1, 2014	83,360,294.10	June 1, 2029	221,587,733.70
December 1, 2014	86,119,387.65	December 1, 2029	228,927,831.75
June 1, 2015	88,972,898.85	June 1, 2030	236,512,716.30
December 1, 2015	91,920,827.70	December 1, 2030	244,345,884.30
June 1, 2016	94,966,671.15	June 1, 2031	252,441,323.55
December 1, 2016	98,110,429.20	December 1, 2031	260,802,531.00
June 1, 2017	101,362,592.70	June 1, 2032	269,439,997.50
December 1, 2017	104,719,664.70	December 1, 2032	278,367,710.85
June 1, 2018	108,188,639.10	June 1, 2033	287,585,671.05
December 1, 2018	111,773,012.85	December 1, 2033	297,114,859.80
June 1, 2019	115,472,785.95	June 1, 2034	306,955,277.10
December 1, 2019	119,298,449.25	December 1, 2034	317,124,407.70
June 1, 2020	123,250,002.75	June 1, 2035	327,629,245.50
December 1, 2020	127,334,440.35	December 1, 2035	338,480,281.35
June 1, 2021	131,551,762.05	June 1, 2036	349,695,000.00
December 1, 2021	135,908,961.75		

\$29,652,581.40
Series 2007C-2 Turbo Capital Appreciation Bonds
Due June 1, 2047, Yield of 6.750%
Expected Final Turbo Redemption Date: June 1, 2029
Expected Average Life: 20.6 years

Date	Amount	Date	Amount
August 16, 2007	\$ 29,652,581.40	December 1, 2027	\$114,056,714.70
December 1, 2007	30,231,148.05	June 1, 2028	117,906,888.45
June 1, 2008	31,255,086.15	December 1, 2028	121,886,095.05
December 1, 2008	32,308,160.70	June 1, 2029	126,002,659.20
June 1, 2009	33,398,696.40	December 1, 2029	130,252,418.55
December 1, 2009	34,526,693.25	June 1, 2030	134,647,860.15
June 1, 2010	35,692,151.25	December 1, 2030	139,193,146.35
December 1, 2010	36,895,070.40	June 1, 2031	143,892,439.50
June 1, 2011	38,139,613.05	December 1, 2031	148,749,901.95
December 1, 2011	39,429,941.55	June 1, 2032	153,769,696.05
June 1, 2012	40,757,731.20	December 1, 2032	158,960,146.50
December 1, 2012	42,135,469.05	June 1, 2033	164,321,253.30
June 1, 2013	43,558,992.75	December 1, 2033	169,869,665.85
December 1, 2013	45,028,302.30	June 1, 2034	175,601,221.80
June 1, 2014	46,547,560.05	December 1, 2034	181,528,408.20
December 1, 2014	48,116,766.00	June 1, 2035	187,655,387.40
June 1, 2015	49,744,244.85	December 1, 2035	193,990,484.10
December 1, 2015	51,421,671.90	June 1, 2036	200,537,860.65
June 1, 2016	53,157,371.85	December 1, 2036	207,305,841.75
December 1, 2016	54,951,344.70	June 1, 2037	214,302,752.10
June 1, 2017	56,803,590.45	December 1, 2037	221,532,754.05
December 1, 2017	58,722,433.80	June 1, 2038	229,012,497.00
June 1, 2018	60,703,712.40	December 1, 2038	236,737,818.60
December 1, 2018	62,755,750.95	June 1, 2039	244,729,530.60
June 1, 2019	64,870,224.75	December 1, 2039	252,987,633.00
December 1, 2019	67,059,620.85	June 1, 2040	261,528,775.20
June 1, 2020	69,323,939.25	December 1, 2040	270,352,957.20
December 1, 2020	71,663,179.95	June 1, 2041	279,480,990.75
June 1, 2021	74,081,505.30	December 1, 2041	288,912,875.85
December 1, 2021	76,583,077.65	June 1, 2042	298,661,099.55
June 1, 2022	79,167,897.00	December 1, 2042	308,742,311.25
December 1, 2022	81,840,125.70	June 1, 2043	319,160,673.30
June 1, 2023	84,603,926.10	December 1, 2043	329,932,835.10
December 1, 2023	87,459,298.20	June 1, 2044	341,071,283.70
June 1, 2024	90,410,404.35	December 1, 2044	352,580,181.45
December 1, 2024	93,461,406.90	June 1, 2045	364,480,340.10
June 1, 2025	96,616,468.20	December 1, 2045	376,780,084.35
December 1, 2025	99,875,588.25	June 1, 2046	389,496,063.60
June 1, 2026	103,247,091.75	December 1, 2046	402,644,927.25
December 1, 2026	106,730,978.70	June 1, 2047	416,235,000.00
June 1, 2027	110,335,573.80		

\$23,457,163.80
Series 2007D Turbo Capital Appreciation Bonds
 Due June 1, 2057, Yield of 7.000%
 Expected Final Turbo Redemption Date: June 1, 2032
 Expected Average Life: 23.5 years

Date	Amount	Date	Amount
August 16, 2007	\$ 23,457,163.80	December 1, 2032	\$133,674,095.80
December 1, 2007	23,933,231.70	June 1, 2033	138,348,217.00
June 1, 2008	24,769,957.10	December 1, 2033	143,188,240.65
December 1, 2008	25,635,535.10	June 1, 2034	148,201,379.90
June 1, 2009	26,529,965.70	December 1, 2034	153,387,634.75
December 1, 2009	27,460,462.05	June 1, 2035	158,761,431.50
June 1, 2010	28,427,024.15	December 1, 2035	164,315,557.00
December 1, 2010	29,415,225.70	June 1, 2036	170,064,437.55
June 1, 2011	30,446,706.15	December 1, 2036	176,022,499.45
December 1, 2011	31,514,252.35	June 1, 2037	182,182,529.55
June 1, 2012	32,617,864.30	December 1, 2037	188,558,954.15
December 1, 2012	33,757,542.00	June 1, 2038	195,158,986.40
June 1, 2013	34,940,498.60	December 1, 2038	201,989,839.45
December 1, 2013	36,166,734.10	June 1, 2039	209,058,726.45
June 1, 2014	37,429,035.35	December 1, 2039	216,372,860.55
December 1, 2014	38,741,828.65	June 1, 2040	223,946,668.05
June 1, 2015	40,097,900.85	December 1, 2040	231,787,362.10
December 1, 2015	41,497,251.95	June 1, 2041	239,894,942.70
June 1, 2016	42,954,308.25	December 1, 2041	248,298,262.45
December 1, 2016	44,454,643.45	June 1, 2042	256,982,895.05
June 1, 2017	46,012,683.85	December 1, 2042	265,977,693.10
December 1, 2017	47,621,216.30	June 1, 2043	275,289,869.75
June 1, 2018	49,287,453.95	December 1, 2043	284,926,638.15
December 1, 2018	51,011,396.80	June 1, 2044	294,895,211.45
June 1, 2019	52,800,258.00	December 1, 2044	305,217,229.10
December 1, 2019	54,646,824.40	June 1, 2045	315,899,904.25
June 1, 2020	56,558,309.15	December 1, 2045	326,957,663.20
December 1, 2020	58,541,925.40	June 1, 2046	338,404,932.25
June 1, 2021	60,590,460.00	December 1, 2046	350,248,924.55
December 1, 2021	62,711,126.10	June 1, 2047	362,504,066.40
June 1, 2022	64,903,923.70	December 1, 2047	375,191,997.25
December 1, 2022	67,176,065.95	June 1, 2048	388,327,143.40
June 1, 2023	69,527,552.85	December 1, 2048	401,916,718.00
December 1, 2023	71,958,384.40	June 1, 2049	415,982,360.50
June 1, 2024	74,482,986.90	December 1, 2049	430,545,710.35
December 1, 2024	77,086,934.05	June 1, 2050	445,613,980.70
June 1, 2025	79,784,652.15	December 1, 2050	461,208,811.00
December 1, 2025	82,576,141.20	June 1, 2051	477,351,840.70
June 1, 2026	85,468,614.35	December 1, 2051	494,057,496.10
December 1, 2026	88,462,071.60	June 1, 2052	511,347,416.65
June 1, 2027	91,556,512.95	December 1, 2052	529,250,454.95
December 1, 2027	94,759,151.55	June 1, 2053	547,773,824.15
June 1, 2028	98,077,200.55	December 1, 2053	566,946,376.85
December 1, 2028	101,510,659.95	June 1, 2054	586,789,752.50
June 1, 2029	105,066,742.90	December 1, 2054	607,325,590.55
December 1, 2029	108,738,236.25	June 1, 2055	628,582,743.60
June 1, 2030	112,546,779.45	December 1, 2055	650,582,851.10
December 1, 2030	116,485,159.35	June 1, 2056	673,354,765.65
June 1, 2031	120,560,589.10	December 1, 2056	696,920,126.70
December 1, 2031	124,780,281.85	June 1, 2057	721,315,000.00
June 1, 2032	129,151,450.75		

\$18,948,552.00

Series 2007E Turbo Capital Appreciation Bonds

Due June 1, 2057, Yield of 7.625%

Expected Final Turbo Redemption Date: June 1, 2035

Expected Average Life: 26.5 years

Date	Amount	Date	Amount
August 16, 2007	\$ 18,948,552.00	December 1, 2032	\$125,801,703.00
December 1, 2007	19,365,609.00	June 1, 2033	130,593,924.00
June 1, 2008	20,105,295.00	December 1, 2033	135,575,001.00
December 1, 2008	20,876,457.00	June 1, 2034	140,744,934.00
June 1, 2009	21,671,226.00	December 1, 2034	146,111,592.00
December 1, 2009	22,497,471.00	June 1, 2035	151,674,975.00
June 1, 2010	23,355,192.00	December 1, 2035	157,458,690.00
December 1, 2010	24,244,389.00	June 1, 2036	163,462,737.00
June 1, 2011	25,172,931.00	December 1, 2036	169,694,985.00
December 1, 2011	26,132,949.00	June 1, 2037	176,163,303.00
June 1, 2012	27,124,443.00	December 1, 2037	182,883,429.00
December 1, 2012	28,163,151.00	June 1, 2038	189,855,363.00
June 1, 2013	29,233,335.00	December 1, 2038	197,094,843.00
December 1, 2013	30,350,733.00	June 1, 2039	204,609,738.00
June 1, 2014	31,507,476.00	December 1, 2039	212,407,917.00
December 1, 2014	32,703,564.00	June 1, 2040	220,505,118.00
June 1, 2015	33,954,735.00	December 1, 2040	228,917,079.00
December 1, 2015	35,253,120.00	June 1, 2041	237,643,800.00
June 1, 2016	36,590,850.00	December 1, 2041	246,701,019.00
December 1, 2016	37,991,532.00	June 1, 2042	256,104,474.00
June 1, 2017	39,439,428.00	December 1, 2042	265,869,903.00
December 1, 2017	40,942,407.00	June 1, 2043	276,005,175.00
June 1, 2018	42,500,469.00	December 1, 2043	286,533,897.00
December 1, 2018	44,121,483.00	June 1, 2044	297,456,069.00
June 1, 2019	45,805,449.00	December 1, 2044	308,795,298.00
December 1, 2019	47,552,367.00	June 1, 2045	320,567,322.00
June 1, 2020	49,362,237.00	December 1, 2045	332,787,879.00
December 1, 2020	51,242,928.00	June 1, 2046	345,480,576.00
June 1, 2021	53,202,309.00	December 1, 2046	358,653,282.00
December 1, 2021	55,224,642.00	June 1, 2047	372,321,735.00
June 1, 2022	57,333,534.00	December 1, 2047	386,517,411.00
December 1, 2022	59,521,116.00	June 1, 2048	401,256,048.00
June 1, 2023	61,787,388.00	December 1, 2048	416,553,384.00
December 1, 2023	64,148,088.00	June 1, 2049	432,433,026.00
June 1, 2024	66,587,478.00	December 1, 2049	448,918,581.00
December 1, 2024	69,129,165.00	June 1, 2050	466,033,656.00
June 1, 2025	71,765,280.00	December 1, 2050	483,801,858.00
December 1, 2025	74,503,692.00	June 1, 2051	502,246,794.00
June 1, 2026	77,344,401.00	December 1, 2051	521,399,940.00
December 1, 2026	80,295,276.00	June 1, 2052	541,277,034.00
June 1, 2027	83,356,317.00	December 1, 2052	561,917,421.00
December 1, 2027	86,527,524.00	June 1, 2053	583,336,839.00
June 1, 2028	89,832,504.00	December 1, 2053	605,574,633.00
December 1, 2028	93,255,519.00	June 1, 2054	628,662,279.00
June 1, 2029	96,812,307.00	December 1, 2054	652,631,253.00
December 1, 2029	100,502,868.00	June 1, 2055	677,513,031.00
June 1, 2030	104,335,071.00	December 1, 2055	703,346,958.00
December 1, 2030	108,308,916.00	June 1, 2056	730,156,641.00
June 1, 2031	112,440,141.00	December 1, 2056	757,997,163.00
December 1, 2031	116,728,746.00	June 1, 2057	786,900,000.00
June 1, 2032	121,174,731.00		

\$27,076,490.00
Series 2007F Turbo Capital Appreciation Bonds
 Due June 1, 2057, Yield of 8.000%
 Expected Final Turbo Redemption Date: June 1, 2042
 Expected Average Life: 31.3 years

Date	Amount	Date	Amount
August 16, 2007	\$ 27,076,490.00	December 1, 2032	\$ 196,937,055.00
December 1, 2007	27,708,992.50	June 1, 2033	204,809,692.50
June 1, 2008	28,812,507.50	December 1, 2033	213,005,310.00
December 1, 2008	29,969,852.50	June 1, 2034	221,523,907.50
June 1, 2009	31,167,570.00	December 1, 2034	230,378,942.50
December 1, 2009	32,405,660.00	June 1, 2035	239,597,330.00
June 1, 2010	33,711,037.50	December 1, 2035	249,179,070.00
December 1, 2010	35,056,787.50	June 1, 2036	259,151,077.50
June 1, 2011	36,456,367.50	December 1, 2036	269,513,352.50
December 1, 2011	37,923,235.00	June 1, 2037	280,292,810.00
June 1, 2012	39,430,475.00	December 1, 2037	291,516,365.00
December 1, 2012	41,018,460.00	June 1, 2038	303,170,560.00
June 1, 2013	42,660,275.00	December 1, 2038	315,295,767.50
December 1, 2013	44,355,920.00	June 1, 2039	327,905,445.00
June 1, 2014	46,132,310.00	December 1, 2039	341,026,507.50
December 1, 2014	47,975,987.50	June 1, 2040	354,672,412.50
June 1, 2015	49,900,410.00	December 1, 2040	368,856,617.50
December 1, 2015	51,892,120.00	June 1, 2041	383,606,037.50
June 1, 2016	53,978,032.50	December 1, 2041	398,961,045.00
December 1, 2016	56,131,232.50	June 1, 2042	414,908,182.50
June 1, 2017	58,378,635.00	December 1, 2042	431,514,737.50
December 1, 2017	60,706,782.50	June 1, 2043	448,767,252.50
June 1, 2018	63,142,590.00	December 1, 2043	466,719,557.50
December 1, 2018	65,672,600.00	June 1, 2044	485,385,110.00
June 1, 2019	68,296,812.50	December 1, 2044	504,804,282.50
December 1, 2019	71,028,685.00	June 1, 2045	525,003,990.00
June 1, 2020	73,868,217.50	December 1, 2045	545,997,690.00
December 1, 2020	76,828,867.50	June 1, 2046	567,839,212.50
June 1, 2021	79,897,177.50	December 1, 2046	590,555,472.50
December 1, 2021	83,086,605.00	June 1, 2047	614,173,385.00
June 1, 2022	86,410,607.50	December 1, 2047	638,746,780.00
December 1, 2022	89,869,185.00	June 1, 2048	664,289,115.00
June 1, 2023	93,462,337.50	December 1, 2048	690,867,677.50
December 1, 2023	97,203,522.50	June 1, 2049	718,495,925.00
June 1, 2024	101,092,740.00	December 1, 2049	747,241,145.00
December 1, 2024	105,143,447.50	June 1, 2050	777,130,252.50
June 1, 2025	109,342,187.50	December 1, 2050	808,217,077.50
December 1, 2025	113,715,875.00	June 1, 2051	840,541,992.50
June 1, 2026	118,264,510.00	December 1, 2051	874,172,285.00
December 1, 2026	123,001,550.00	June 1, 2052	909,134,870.00
June 1, 2027	127,926,995.00	December 1, 2052	945,497,035.00
December 1, 2027	133,040,845.00	June 1, 2053	983,326,067.50
June 1, 2028	138,356,557.50	December 1, 2053	1,022,648,882.50
December 1, 2028	143,901,047.50	June 1, 2054	1,063,559,682.50
June 1, 2029	149,647,400.00	December 1, 2054	1,106,098,840.00
December 1, 2029	155,635,987.50	June 1, 2055	1,150,347,100.00
June 1, 2030	161,866,810.00	December 1, 2055	1,196,358,292.50
December 1, 2030	168,339,867.50	June 1, 2056	1,244,213,162.50
June 1, 2031	175,068,617.50	December 1, 2056	1,293,978,997.50
December 1, 2031	182,079,975.00	June 1, 2057	1,345,750,000.00
June 1, 2032	189,360,482.50		

APPENDIX I

PROJECTED TURBO REDEMPTION*

Date	Series 2007A Bonds Amortization of Principal
June 1, 2008	\$ 4,735,000
December 1, 2008	435,000
June 1, 2009	5,230,000
December 1, 2009	435,000
June 1, 2010	5,725,000
December 1, 2010	430,000
June 1, 2011	6,255,000
December 1, 2011	425,000
June 1, 2012	9,710,000
December 1, 2012	470,000
June 1, 2013	10,505,000
December 1, 2013	465,000
June 1, 2014	11,335,000
December 1, 2014	455,000
June 1, 2015	12,200,000
December 1, 2015	450,000
June 1, 2016	13,150,000
December 1, 2016	440,000
June 1, 2017	4,800,000
December 1, 2017	0

Date	Series 2007B Bonds Amortization of Principal/Accreted Value
June 1, 2017	\$ 9,405,000
December 1, 2017	430,000
June 1, 2018	17,340,000
December 1, 2018	420,000
June 1, 2019	18,740,000
December 1, 2019	405,000
June 1, 2020	21,825,000
December 1, 2020	0

* Assumes Turbo Redemption payments are made in accordance with the Global Insight Base Case Forecast and Structuring Assumptions described in this Offering Circular. See "METHODOLOGY AND BOND STRUCTURING ASSUMPTIONS" herein. No assurance can be given that these structuring assumptions will be realized.

Series 2007C-1 Bonds	
Date	Amortization of Accreted Value
June 1, 2020	\$ 14,533,276
December 1, 2020	0
June 1, 2021	19,324,880
December 1, 2021	0
June 1, 2022	24,214,267
December 1, 2022	0
June 1, 2023	24,651,346
December 1, 2023	0
June 1, 2024	25,083,174
December 1, 2024	0
June 1, 2025	25,561,805
December 1, 2025	0
June 1, 2026	16,714,924
December 1, 2026	0

Series 2007C-2 Bonds	
Date	Amortization of Accreted Value
June 1, 2026	\$ 9,326,680
December 1, 2026	0
June 1, 2027	38,129,107
December 1, 2027	0
June 1, 2028	38,629,530
December 1, 2028	0
June 1, 2029	29,795,216
December 1, 2029	0

Series 2007D Bonds	
Date	Amortization of Accreted Value
June 1, 2029	\$ 9,348,459
December 1, 2029	0
June 1, 2030	39,662,826
December 1, 2030	0
June 1, 2031	40,191,320
December 1, 2031	0
June 1, 2032	29,090,254
December 1, 2032	0

Series 2007E Bonds	
Date	Amortization of Accreted Value
June 1, 2032	\$ 15,121,818
December 1, 2032	0
June 1, 2033	44,809,200
December 1, 2033	0
June 1, 2034	45,394,668
December 1, 2034	0
June 1, 2035	31,784,475
December 1, 2035	0

Series 2007F Bonds	
Date	Amortization of Accreted Value
June 1, 2035	\$ 14,198,690
December 1, 2035	0
June 1, 2036	46,457,513
December 1, 2036	0
June 1, 2037	47,123,350
December 1, 2037	0
June 1, 2038	47,646,720
December 1, 2038	0
June 1, 2039	48,305,595
December 1, 2039	0
June 1, 2040	48,888,525
December 1, 2040	0
June 1, 2041	49,527,438
December 1, 2041	0
June 1, 2042	9,095,145
December 1, 2042	0

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APPENDIX J

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