

Exhibit A to Stipulation to Dismiss and Recaption
Notice Regarding ITG Brands, LLC's Status Under the Minnesota Tobacco Settlement
Agreement and Agreement Resolving Disputes Thereunder

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

Case Type: Civil Other/Misc.
Court File No: 62-CV-18-1912
(Consolidated with 62-CV-18-1878)
(Original Case No. C1-94-8565)

In re Matters Involving the Minnesota Tobacco
Settlement

**NOTICE REGARDING ITG
BRANDS, LLC'S STATUS
UNDER THE MINNESOTA
TOBACCO SETTLEMENT
AGREEMENT AND
AGREEMENT RESOLVING
DISPUTES THEREUNDER**

The State of Minnesota (the "State"), ITG Brands, LLC (formerly known as Lignum-2, Inc.) ("ITG Brands"), R.J. Reynolds Tobacco Company, for itself and as successor to Lorillard Tobacco Company ("RJRT"), and Philip Morris USA Inc. ("PM USA") (all collectively, the "Parties"), agree as follows with respect to pending disputes under the Minnesota Tobacco Settlement Agreement dated May 8, 1998:

WHEREAS, on August 17, 1994, the State of Minnesota brought this action against RJRT, PM USA, and Lorillard Tobacco Company ("Lorillard"), as well as other parties, seeking restitution for health care costs related to defendants' alleged conduct in selling cigarettes;

WHEREAS, ITG Brands was not named as a defendant in the original 1994 action, nor did the State allege in that action that ITG Brands violated any law or seek any relief from ITG Brands with respect to any alleged violation of any law, nor are any payments pursuant to this Notice made to Minnesota in relation to the violation of any law or the investigation or inquiry by such government or entity into the potential violation of any law;

WHEREAS, on May 8, 1998, RJRT, PM USA, and Lorillard, as “Settling Defendants,” executed the comprehensive settlement agreement and release in this matter, effected through a consent judgment (the “Consent Order”) under which this Court retained continuing jurisdiction to enforce the terms of the settlement, which has been amended, including by an agreement dated June 1, 2001 (“2001 Amendment”) (collectively, the “Minnesota Tobacco Settlement Agreement”);

WHEREAS, the Minnesota Tobacco Settlement Agreement is binding on “successors and assigns” and permits assignment of obligations and benefits under the Minnesota Tobacco Settlement Agreement with the consent of the Parties;

WHEREAS, effective June 12, 2015, as part of its acquisition of and merger with Lorillard, Settling Defendant RJRT sold ITG Brands certain cigarette brands that had previously been manufactured and sold by RJRT and Lorillard, specifically Winston, Kool, Salem, and Maverick (the “Covered Brands”), under an Asset Purchase Agreement dated July 15, 2014;

WHEREAS, the State and PM USA alleged, in motions and a separate complaint that have been consolidated and styled *In re Petition of the State of Minnesota for an Order Compelling Payment of Settlement Proceeds Related to ITG Brands, LLC* (the “Brand Transfer Litigation”),¹ that RJRT and ITG Brands breached the Minnesota Tobacco Settlement Agreement because, starting on June 12, 2015, when ITG Brands acquired the Covered Brands: (1) RJRT was required to continue to report, and make annual settlement payments attributable to, sales and profits on the Covered Brands, notwithstanding having transferred the Covered Brands to ITG Brands; (2) ITG Brands became a successor or assign to RJRT’s and/or Lorillard’s settlement obligations to

¹ With the resolution of the Brand Transfer Litigation, the Parties propose to recaption the relevant action *In re Matters Involving the Minnesota Tobacco Settlement*, as reflected in the caption to this notice.

the State with respect to the Covered Brands and thus is jointly and severally liable with RJRT to make annual settlement payments to the State attributable to its sales and profits on the Covered Brands; and (3) RJRT and ITG Brands have not accurately reported base-year profits on the Covered Brands to PricewaterhouseCoopers, which performs calculations and allocations for the Settlement pursuant to a December 2, 2002 Engagement Letter (the “Engagement Letter”), for purposes of performing profit adjustment calculations;

WHEREAS, RJRT has alleged, in an action that ITG Brands filed which is pending in the Delaware Court of Chancery, styled *ITG Brands, LLC v. Reynolds Am., Inc.*, No. CV 2017-0129-AGB (Del. Ch.) (the “Delaware Action”), that ITG Brands is required to indemnify RJRT for any settlement payments RJRT must make with respect to the Covered Brands under the Minnesota Tobacco Settlement Agreement from June 12, 2015 forward;

WHEREAS, ITG Brands has denied that it became a successor or assign of RJRT’s or Lorillard’s obligations under the Minnesota Tobacco Settlement Agreement in connection with its acquisition of the Covered Brands and has denied that it has liability for settlement payments to the State;

WHEREAS, the State has received payments (which the Minnesota Supreme Court has characterized as tax payments) under the State’s statute imposing a “fee in lieu of settlement,” Minn. Stat. § 297F.24 (the “Fee in Lieu of Settlement Statute”), with respect to the Covered Brands from June 12, 2015 to the present;

WHEREAS, without conceding or admitting any liability, the Parties wish to resolve the disputes regarding alleged breaches of the Minnesota Tobacco Settlement Agreement pending in the Brand Transfer Litigation, and ITG Brands and RJRT wish to resolve their disputes in the Delaware Action to the extent set forth herein;

WHEREAS, without conceding or admitting any liability, and solely to resolve the disputes set out above, ITG Brands agrees that as of June 12, 2015 it was assigned and assumed obligations under the Minnesota Tobacco Settlement Agreement to make payments to the State in restitution for the health care costs incurred by the State related to smoking with respect to the Covered Brands, and to obtain the benefits of the Minnesota Tobacco Settlement Agreement as to the Covered Brands, including specifically the release thereunder;

WHEREAS, without conceding or admitting any liability, and solely to resolve the disputes set out above, RJRT likewise agrees that as of June 12, 2015 ITG Brands was assigned and assumed obligations and benefits under the Minnesota Tobacco Settlement Agreement regarding the Covered Brands, and the State, RJRT and PM USA all consent as of June 12, 2015 to such assignment and to ITG Brands assuming the obligations of and obtaining the benefits of, and thus becoming a party to, the Minnesota Tobacco Settlement Agreement as to the Covered Brands;

WHEREAS, the Parties agree that the amounts paid to Minnesota under the Fee in Lieu of Settlement Statute, Minn. Stat. § 297F.24, with respect to the Covered Brands through March 31, 2021 shall be an offset against ITG Brands' settlement payments from June 12, 2015 through March 31, 2021, and that beginning April 1, 2021 the State shall receive settlement payments rather than payments under the Fee in Lieu of Settlement Statute with respect to the Covered Brands;

THEREFORE, for the consideration described herein and other good and valuable consideration, the Parties agree as follows:

1. RJRT, ITG Brands, the State, and PM USA agree that as of June 12, 2015, ITG Brands was assigned and assumed all obligations and benefits under the Minnesota Tobacco Settlement Agreement with respect to the Covered Brands. For avoidance of doubt, this

assignment also includes all obligations and benefits under the Engagement Letter; that certain Closing Agreement between RJRT and the Internal Revenue Service dated November 2002; and that certain Closing Agreement between Lorillard and the Internal Revenue Service dated December 2002.

2. The Parties agree that any requirement for consent to any assignment of obligations and benefits in the Minnesota Tobacco Settlement Agreement has been satisfied and that effective June 12, 2015, the State, PM USA, and RJRT consented to the assignment and assumption set forth in paragraph 1.

3. With respect to the Covered Brands, ITG Brands shall be treated as a Settling Defendant under the Minnesota Tobacco Settlement Agreement, shall be bound and governed by the Minnesota Tobacco Settlement Agreement and the Consent Order, and shall have the obligations under and receive the benefits of the Minnesota Tobacco Settlement Agreement and the Consent Order, including for the avoidance of doubt the release therein, from and after June 12, 2015. The State may enforce the obligations ITG Brands assumed with respect to the Covered Brands by any means permitted by the Minnesota Tobacco Settlement Agreement and applicable law. As required by paragraph 1(a) of the Minnesota Tobacco Settlement Agreement, the Parties agree to present any disputes under this Notice exclusively to the Ramsey County District Court.

4. The payment disputes among the Parties under the Minnesota Tobacco Settlement Agreement shall be resolved by the State receiving the full principal amount of the claimed payments from June 12, 2015, as follows:

- a. **Payments for 2021 forward:** For the year 2021 and all years after, ITG Brands will make all payments to the State with respect to the Covered Brands under

Sections II(D) and (E) of the Minnesota Tobacco Settlement Agreement and Appendix A as set forth in the 2001 Amendment.

- b. **2020 Payment:** For the year 2020, on which the State has already received partial payments pursuant to Notice ID SS211 (later amended by SS214), the Parties have recalculated the annual volume-based settlement payment due to the State for 2020 to include ITG Brands as a Settling Defendant. As a result, the Settling Defendants (including ITG Brands) shall make the following additional payments to the State by March 31, 2021, or alternatively, be entitled to the following additional offsets against future annual settlement payments:
 - i. For ITG Brands: \$12,759,300.45
 - ii. For RJRT: Based on prior years payments by RJRT and this Notice, RJRT is entitled to a total offset of \$1,514,031 against payments owed by RJRT to the State under the Minnesota Tobacco Settlement Agreement coming due on or after January 1, 2021.
- c. **2015-2019 Payments:** The State shall receive the annual payment amounts due for 2015 to 2019 as follows, by payments made on or before March 31, 2021:
 - i. For ITG Brands: \$16,028,470.13 (amount reflects an offset for all amounts paid with respect to the Covered Brands under the Fee in Lieu of Settlement Statute, Minn. Stat. § 297F.24)
 - ii. For RJRT: \$52,781,782.32 (amount includes profit-adjustment payments owed to the State during this period pursuant to Notice IDs SS203 and SS209 with respect to the Minnesota Tobacco Settlement Agreement)

5. To resolve the dispute among RJRT, PM USA, and ITG Brands regarding the allocation among manufacturers of the profit adjustment, and with respect to the Minnesota Tobacco Settlement Agreement only, the Parties agree as follows:

(1) ITG Brands shall be treated as a Settling Defendant for purposes of adjusting the Applicable Base Year Payment required by the terms of Section II(D) of the Minnesota Tobacco Settlement Agreement and Appendix A as set forth in the 2001 Amendment;

(2) ITG Brands' sales of the Covered Brands shall continue to be included in sales by the Settling Defendants and its profits on the Covered Brands shall continue to be included in profits of the Settling Defendants, including the aggregate Base Net Operating Profit for 1997 and in the aggregate Actual Net Operating Profit for the applicable payment year;

(3) for purposes of calculating the aggregate Actual Net Operating Profit from domestic sales of Cigarettes in the applicable payment year, ITG Brands' "net operating profits" (as defined in the 2001 Amendment, Appendix A) shall be its "net operating profits" in the payment year from domestic sales of the Covered Brands as those profits are calculated under the terms of the Minnesota Tobacco Settlement Agreement;

(4) for the period June 12, 2015 through December 31, 2019 the "profit adjustment payments" as set forth in Notice IDs SS203 and SS209 already account for the Covered Brands in the profit adjustment calculations based on this Court's September 24, 2019 summary judgment decision, so there is no need to recalculate for those years;

(5) pursuant to the methodology set forth in the Engagement Letter, for purposes of allocating amongst the Settling Defendants (including ITG Brands) payments owed to the State based on "net operating profits" for the period beginning January 1, 2020, and in every subsequent period:

(a) the 1996 Net Operating Profits from domestic sales of the Covered Brands shall be removed from RJRT's individual Net Operating Profit for 1996 and shall be included in ITG Brands' individual Net Operating Profit for 1996, and

(b) ITG Brands' "net operating profits" in the applicable payment year shall be the same number used for ITG Brands in calculating the aggregate Actual Net Operating Profit for that year; and

(6) for the purpose of the allocation among manufacturers pursuant to the Engagement Letter described in subsection (5) above, PM USA, RJRT and ITG Brands will use, and RJRT and ITG Brands will report to PricewaterhouseCoopers, \$860 million (before any adjustment for inflation) as the 1996 Net Operating Profits from domestic sales of the Covered Brands.

Notwithstanding anything to the contrary in this Notice or in the Engagement Letter, the Parties agree that the provisions of Paragraph 5 in this Notice and the provisions of the Minnesota Tobacco Settlement Agreement shall govern each of the relevant calculations referenced in Paragraph 5.

6. The State shall continue to receive, and RJRT shall continue to make, the attorneys' fee payments with respect to the Covered Brands as set forth in the Minnesota Tobacco Settlement Agreement as it has done from June 12, 2015.

7. If ITG Brands acquires any additional brands of Cigarettes from a Settling Defendant on which payments are already being made under the Minnesota Tobacco Settlement Agreement, ITG Brands will assume payment obligations and benefits for those brands under the Minnesota Tobacco Settlement Agreement consistent with this Notice, and the remaining Parties agree that they will consent to such assumption, effective on the date of closing of any such acquisition.

8. This Notice does not alter or amend the Minnesota Tobacco Settlement Agreement in any respect, nor does it modify the obligations, benefits, or nature or character of the payments required thereunder, or increase or decrease the amount of such payments to the State. The Parties further agree that Paragraph 5 of this notice concerns the allocation pursuant to a methodology included in exhibits to the Engagement Letter, of annual settlement payments, as adjusted, as between the Settling Defendants and is not intended to and does not alter the amounts the State is entitled to receive under the Minnesota Tobacco Settlement Agreement.

9. All payments made by ITG Brands under the Minnesota Tobacco Settlement Agreement are restitution for health care costs incurred by the State to treat illnesses related to the

sale of cigarettes in the State and no part of any payment is made in settlement of actual or potential liability for a violation of law, or for any fee, penalty (civil or criminal), or enhanced damages.

10. The Parties shall support the contractual and statutory interpretations contained in this Notice in all relevant communications with PricewaterhouseCoopers and with any other federal or state regulatory authority considering questions regarding the Minnesota Tobacco Settlement Agreement and payments thereunder, and shall reasonably cooperate with each other in providing all materials reasonably necessary to support such contractual and statutory interpretations.

11. Pursuant to the paragraph in the Minnesota Tobacco Settlement Agreement entitled Notices in the 1998 Agreement, notices under the Settlement shall be provided to the following as representatives of ITG Brands:

Rob Wilkey
ITG Brands, LLC
714 Green Valley Road
Greensboro, NC
rob.wilkey@itgbrands.com

With a copy to:

Robert J. Brookhiser
Elizabeth B. McCallum
Baker & Hostetler LLP
Suite 1100
1050 Connecticut Ave., N.W.
Washington D.C. 20036
Rbrookhiser@bakerlaw.com
Emccallum@bakerlaw.com

12. All capitalized terms not otherwise defined herein have the meaning given those terms in the Minnesota Tobacco Settlement Agreement.

13. With respect to the Covered Brands, the Parties agree that once payments of the amounts set forth in Paragraph 4(b)-(c) above the Covered Brands are not nonsettlement cigarettes, as defined in Minn. Stat. § 297F.24, subd. 2. Conditioned on payments of the amounts set forth in Paragraph 4(b)-(c) above being made, the State will notify all distributors and wholesalers that the Covered Brands are no longer considered nonsettlement cigarettes effective April 1, 2021, and shall cease collecting payments on such cigarettes under Minn. Stat. § 297F.24, subd.1(a).

14. ITG Brands, RJRT, and the State agree that the offset for State's Fee-in Lieu receipts for the period from June 12, 2015 to March 31, 2021 on the Covered Brands is \$13,246,667.05. This offset has already been applied against the sums ITG Brands is paying under Paragraph 4 of this notice. There shall be no obligation of the State to make any other rebate or accounting for its Fee-In-Lieu collections on the transferred brands to ITG Brands or any distributors of the Covered Brands. PM USA does not object to the amount or application of the offset set forth in this Paragraph 14.

15. Signatures may be by counterpart and may be provided via email rather than in the original.

16. Within three business days after April 1, 2021, the Parties shall jointly file a stipulation for an order dismissing the claims pending in the Brand Transfer Litigation.

17. Within three business days after April 1, 2021, RJRT and ITG Brands shall notify the court in the Delaware Action that the claims in that action have been resolved insofar as they relate to the Minnesota Tobacco Settlement Agreement and are no longer part of that action, and shall take such other steps necessary to make that settlement effective, including, if necessary, filing amended pleadings in the Delaware Action.

18. RJRT and PM USA agree not to dispute ITG Brands' entitlement to the Previously Settled States Reduction (as defined in the Master Settlement Agreement (the "MSA")) with respect to whether settlement payments have been made on the Covered Brands under the Minnesota Tobacco Settlement Agreement. Within three business days after April 1, 2021, PM USA shall give notice to the Independent Auditor under the MSA and to all Notice Parties (as defined in the MSA) that PM USA withdraws all previous objections to the MSA calculations concerning ITG Brands' receipt of the Previously Settled States Reduction with respect to whether settlement payments have been made on the Covered Brands under the Minnesota Tobacco Settlement Agreement. RJRT and PM USA further agree that they shall not initiate or support or encourage any other party to the MSA to initiate or pursue any arbitration or objection or further pursue any pending objection to ITG Brands' receipt of the Previously Settled States Reduction with respect to the Covered Brands with respect whether settlement payments have been made on the Covered Brands under the Minnesota Tobacco Settlement Agreement.

19. RJRT agrees that its existing agreement pursuant to the Asset Purchase Agreement and that certain letter agreement of February 26, 2016 with ITG Brands regarding indemnification for the profit adjustment shall remain in full force and effect and shall not be affected by this Notice; *provided, however*, that RJRT and ITG Brands agree that such agreement shall not affect any payment obligations each of them otherwise owes to the State and/or PM USA under the Minnesota Tobacco Settlement Agreement, including as set forth in this Notice.

20. As additional consideration for the agreements set forth herein, PM USA, RJRT, and ITG Brands agree as follows:

- (a) RJRT agrees to pay PM USA \$1,208,498.32 within 5 business days of the date of this Notice; and

(b) For the year 2020 only: Solely in the event that there is a positive difference between (as calculated by subtracting (y) from (x)): (x) the amount of profit adjustment PM USA would have owed to the State for the year 2020 based on the profit adjustment allocation methodology set forth in Notices IDs SS203 and SS209, and (y) the amount of profit adjustment that PM USA owes to the State for the year 2020 based on the profit adjustment allocation methodology set forth in paragraph 5 above, then PM USA shall pay to ITG Brands the lesser of (i) \$3.34 million or (ii) 40% of that positive difference within 3 business days of the date on which PM USA makes the 2020 profit adjustment to the State pursuant to the allocation methodology set forth in paragraph 5 above or within 3 business days of the date of this Notice, whichever is later.

The Parties agree that the payments referred to in paragraph 20 are intended to have no impact on the manner in which settlement payments are calculated under the Minnesota Tobacco Settlement Agreement, and that no adjustment or recalculation of those settlement payments shall be made by PricewaterhouseCoopers on account of the payments referred to in this paragraph 20.

21. Except as provided in this Notice and in the Minnesota Tobacco Settlement Agreement:

- a. Other than any actions that are necessary to enforce the terms set forth in this Notice, the State, PM USA, RJRT, and ITG Brands absolutely and unconditionally release and discharge each other from any claims under the Minnesota Tobacco Settlement Agreement directly or indirectly based on or arising out of, or in any way related to, in whole or in part, claims raised in the Brand Transfer Litigation, the Delaware Action insofar as the claims relate to the Minnesota Tobacco

Settlement Agreement, and payments made under the Fee in Lieu of Settlement Statute.

- b. PM USA, RJRT, and ITG Brands further absolutely and unconditionally release and discharge each other from any further claims directly or indirectly based on, arising out of or in any way related, in whole or in part, to application of the Previously Settled State Reduction to ITG Brands under the MSA with respect to whether settlement payments have been made on the Covered Brands under the Minnesota Tobacco Settlement Agreement.
- c. The foregoing releases (i) bind, and inure to the benefit of, ITG Brands, RJRT, and PM USA, along with their respective past, present and future Affiliates, their respective divisions, officers, directors, employees, agents and legal representatives, and the successors and assigns of each of the foregoing, and (ii) bind, and inure to the benefit of, the State and its past, present and future agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and divisions, any political subdivision of the State, and the successors and assigns of each of the foregoing.

22. ITG Brands, RJRT, and PM USA may, at the option of any one of them, issue a joint press release regarding this settlement in the form attached hereto as Exhibit A, and, subject to paragraphs 5, 13, 17, and 18 above, shall make no further public comment on it other than such disclosures as are required by law or reporting requirements.

23. The Parties reserve all rights with respect to any argument that this Notice and all discussions and communications related to it, as well as all other evidence related to the Brand Transfer Litigation, constitute discussions pursuant to settlement, are not admissible, and shall not

be used as evidence or support in any proceeding or dispute other than proceedings to enforce the Minnesota Tobacco Settlement Agreement or this Notice, including but not limited to any claim for indemnification or any claim that otherwise alleges breach of the APA or that ITG Brands did not use reasonable best efforts to assume obligations under any settlement with any state.

24. The Parties agree that the Brand Transfer Litigation did not involve any claims by the State that any Settling Defendant inaccurately reported its sales or profits except through the exclusion of the Covered Brands from those calculations, and that the State’s release in Paragraph 21 would not include a release for other reporting errors by any Settling Defendant.

ITG Brands, LLC
By: Rob Wilkey
Name: Rob Wilkey
Title: EVP & General Counsel
Date Signed: March 15, 2021

R.J. Reynolds Tobacco Company¹
By: _____
Name: _____
Title: _____
Date Signed: _____

Philip Morris U.S.A., Inc.
By: _____
Name: _____
Title: _____
Date Signed: _____

¹ On behalf of itself and as successor in interest to Lorillard Tobacco Company.

be used as evidence or support in any proceeding or dispute other than proceedings to enforce the Minnesota Tobacco Settlement Agreement or this Notice, including but not limited to any claim for indemnification or any claim that otherwise alleges breach of the APA or that ITG Brands did not use reasonable best efforts to assume obligations under any settlement with any state.

24. The Parties agree that the Brand Transfer Litigation did not involve any claims by the State that any Settling Defendant inaccurately reported its sales or profits except through the exclusion of the Covered Brands from those calculations, and that the State's release in Paragraph 21 would not include a release for other reporting errors by any Settling Defendant.

ITG Brands, LLC

By: _____
Name: _____
Title: _____
Date Signed: _____

R.J. Reynolds Tobacco Company¹

By: Elli Leibenstein
Name: Elli Leibenstein
Title: Counsel
Date Signed: March 15, 2021

Philip Morris U.S.A., Inc.

By: _____
Name: _____
Title: _____
Date Signed: _____

¹ On behalf of itself and as successor in interest to Lorillard Tobacco Company.

be used as evidence or support in any proceeding or dispute other than proceedings to enforce the Minnesota Tobacco Settlement Agreement or this Notice, including but not limited to any claim for indemnification or any claim that otherwise alleges breach of the APA or that ITG Brands did not use reasonable best efforts to assume obligations under any settlement with any state.

24. The Parties agree that the Brand Transfer Litigation did not involve any claims by the State that any Settling Defendant inaccurately reported its sales or profits except through the exclusion of the Covered Brands from those calculations, and that the State's release in Paragraph 21 would not include a release for other reporting errors by any Settling Defendant.

ITG Brands, LLC

By: _____
Name: _____
Title: _____
Date Signed: _____

R.J. Reynolds Tobacco Company¹

By: _____
Name: _____
Title: _____
Date Signed: _____

Philip Morris U.S.A., Inc.

By: Teresa Downs
Name: TERESA DOWNS
Title: VICE PRESIDENT & ASSOC. GENERAL COUNSEL
Date Signed: 3/15/2021

ALCS ON
BEHALF OF
PM USA

¹ On behalf of itself and as successor in interest to Lorillard Tobacco Company.

State of Minnesota
Office of the Attorney General


By: 
Name: Oliver Larson
Title: Asst. Atty. General

Exhibit A to Notice Regarding ITG Brands, LLC's Status Under the Minnesota Tobacco Settlement Agreement and Agreement Resolving Disputes Thereunder

Press Release

The State of Minnesota, Philip Morris USA, R.J. Reynolds, and ITG Brands LLC have agreed to a resolution of disputes among them regarding payments under the Minnesota Tobacco Settlement Agreement following R.J. Reynolds' sale of certain cigarette brands to ITG Brands in 2015. Under the terms of the resolution, the parties have resolved issues relating to the allocation of the accrued settlement payment liability with ITG Brands making payments going forward.

All issues raised in the litigation in Minnesota state court styled *In re Petition of the State of Minnesota for an Order Compelling Payment of Settlement Proceeds Related to ITG Brands, LLC*, No. 62-CV-18-1912 (Ramsey Cty. Minn.), along with disputes related to the Minnesota settlement pending in litigation in Delaware state court styled *ITG Brands, LLC v. Reynolds American Inc. and R.J. Reynolds Tobacco Company*, No. 2017-0129-AGB (Del. Ch.), have been resolved by this agreement.

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