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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): May 8, 2013**

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**Philip Morris International Inc.**  
(Exact name of registrant as specified in its charter)

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**Virginia**  
(State or other jurisdiction  
of incorporation)

**1-33708**  
(Commission  
File Number)

**13-3435103**  
(I.R.S. Employer  
Identification No.)

**120 Park Avenue, New York, New York**  
(Address of principal executive offices)

**10017-5592**  
(Zip Code)

**Registrant's telephone number, including area code: (917) 663-2000**

(Former name or former address, if changed since last report.)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Consistent with a previously disclosed leadership succession plan, Louis C. Camilleri, Chairman and Chief Executive Officer of Philip Morris International Inc. (the “Company”), relinquished his role as Chief Executive Officer immediately after the Annual Meeting of Shareholders on May 8, 2013 (the “Annual Meeting”). Mr. Camilleri will remain as Chairman of the Board and as an employee of the Company. Mr. André Calantzopoulos succeeded Mr. Camilleri as Chief Executive Officer and was elected to the Board of Directors at the Annual Meeting.

In connection with his appointment as Chief Executive Officer of the Company and for reasons of security and personal safety, Mr. Calantzopoulos will be required to use Company aircraft and/or private aircraft for all travel, including personal use. Mr. Calantzopoulos will reimburse the Company for his personal usage of the Company aircraft and private aircraft to the extent that the aggregate incremental cost of such usage exceeds \$200,000 per fiscal year. Mr. Calantzopoulos entered into a Time Sharing Agreement with a subsidiary of the Company attached hereto as Exhibit 10.1.

The compensation of Mr. Camilleri and Mr. Calantzopoulos in their new roles will be determined by the Compensation and Leadership Development Committee of the Board of Directors at a later date and promptly announced at that time.

### Item 5.07. Submission of Matters to a Vote of Security Holders.

On May 8, 2013, the Company held its Annual Meeting of Shareholders (“Annual Meeting”). There were 1,425,199,410 shares of Common Stock, constituting 86.79% of outstanding shares on the record date (March 15, 2013), represented in person or by proxy at the meeting. The matters voted upon at the Annual Meeting and the results of such voting are set forth below:

#### Proposal 1: To elect thirteen directors of the Company.

Name	For	Against	Abstain	Broker Non-Vote
Harold Brown	1,151,626,531	12,904,127	3,632,191	257,035,961
Mathis Cabiallavetta	1,159,501,700	5,050,832	3,610,917	257,035,961
André Calantzopoulos	1,161,061,193	3,379,553	3,722,703	257,035,961
Louis C. Camilleri	1,156,731,571	7,950,112	3,480,875	257,035,961
J. Dudley Fishburn	1,153,299,170	11,235,873	3,628,406	257,035,961
Jennifer Li	1,161,015,898	3,628,342	3,519,209	257,035,961
Graham Mackay	1,155,234,668	9,358,605	3,570,156	257,035,961
Sergio Marchionne	1,068,007,655	96,589,661	3,566,134	257,035,961
Kalpana Morparia	1,159,393,627	5,155,191	3,614,632	257,035,961
Lucio A. Noto	1,158,096,800	6,488,573	3,578,076	257,035,961
Robert B. Polet	1,161,325,350	3,225,270	3,612,830	257,035,961
Carlos Slim Helú	1,155,846,572	8,737,857	3,579,020	257,035,961
Stephen M. Wolf	1,151,775,471	12,783,403	3,604,370	257,035,961

All director nominees were duly elected.

**Proposal 2: Ratification of the Selection of PricewaterhouseCoopers SA as Independent Auditors.**

<b>For</b>	<b>Against</b>	<b>Abstain</b>
<u>1,408,551,896</u>	<u>11,144,621</u>	<u>5,502,874</u>

The proposal was approved.

**Proposal 3: Advisory Resolution Approving Executive Compensation.**

<b>For</b>	<b>Against</b>	<b>Abstain</b>	<b>Broker Non-Vote</b>
<u>1,122,291,361</u>	<u>37,326,515</u>	<u>8,545,554</u>	<u>257,035,961</u>

The proposal was approved on an advisory basis.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

10.1 Time Sharing Agreement with André Calantzopoulos

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PHILIP MORRIS INTERNATIONAL INC.

By: /s/ JERRY WHITSON  
Name: Jerry Whitson  
Title: Deputy General Counsel and  
Corporate Secretary

DATE: May 8, 2013

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
10.1	Time Sharing Agreement with André Calantzopoulos

## **TIME SHARING AGREEMENT**

THIS TIME SHARING AGREEMENT (the “Agreement”) is made and entered into this 8<sup>th</sup> day of May, 2013, by and between PMI Global Services Inc., with an address of 180 Airport Rd, Hgr D2, White Plains, NY 10604 (“Operator”) and André Calantzopoulos, with an address of Avenue de Rhodanie 50, 1007 Lausanne, Switzerland (“User”).

WITNESSETH, that

WHEREAS, Operator rightfully possesses, uses and operates the aircraft more particularly described on Exhibit A attached hereto (collectively, the “Aircraft”), which Aircraft are registered with the Federal Aviation Administration Aircraft Registry by Wells Fargo Bank Northwest, National Association, Trustee (“Wells Fargo”);

WHEREAS, Operator employs a fully qualified flight crew to operate the Aircraft;

WHEREAS, Operator desires to lease said Aircraft with flight crew to User and User desires to lease said Aircraft and flight crew from Operator on a time sharing basis pursuant to Section 91.501(b)(6) of the Federal Aviation Regulations (the “FARs”);

WHEREAS, On July 22, 2010, Operator received Special Authorization from the Department of Transportation (“DOT”) under DOT Regulation 375.70 to operate the Aircraft pursuant to this Agreement, which was extended by that Special Authorization issued on December 22, 2010 and that Special Authorization issued on December 2, 2011 and amended by that Amended Special Authorization issued December 19, 2012, a copy of which is attached as Exhibit B (the “Special Authorization”); and

WHEREAS, Wells Fargo acknowledges and consents to this Agreement.

NOW THEREFORE, Operator and User declaring their intention to enter into and be bound by this Agreement, and for the good and valuable consideration set forth below, hereby covenant and agree as follows:

1. Operator agrees to lease the Aircraft to User pursuant to the Special Authorization and the provisions of FAR 91.501(b)(6) and to provide a fully qualified flight crew for all operations on a non-continuous basis commencing on the first date set forth hereinabove and continuing so long as the Special Authorization, or the renewal thereof, is in effect, unless and until earlier terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

2. User shall pay Operator for each flight conducted under this Agreement the actual expenses of each specific flight, including the actual expense of any “deadhead” flights made for User, as described in DOT Regulation 375.37(d) and FAR 91.501(d), and as permitted by the Special Authorization. The expenses authorized by DOT Regulation 375.37(d) and FAR Part 91.501(d)

include:

- (a) Fuel, oil, lubricants and other additives.
- (b) Travel expenses of the crew, including food, lodging and ground transportation.
- (c) Hangar and tie down costs away from the Aircrafts' base of operations.
- (d) Insurance obtained for the specific flight.
- (e) Landing fees, airport taxes and similar assessments.
- (f) Customs, foreign permit and similar fees directly related to the flight.
- (g) In flight food and beverages.
- (h) Passenger ground transportation.
- (i) Flight planning and weather contract services.
- (j) In addition, User shall pay Operator for each such flight and "deadhead" flight the costs of engine maintenance, aircraft cleaning, and, if applicable, any contracted (temporary) flight crew, which cost shall not exceed 100% of the expenses for fuel, oil, lubricants and other additives.

3. User agrees to pay any federal transportation excise tax ("FET") due on the fees set forth in paragraph 2 above. Operator shall include such amount on each invoice. Operator shall be responsible for collecting, reporting and remitting FET to the U.S. Internal Revenue Service.

4. Operator will pay all expenses related to the operation of the Aircraft when incurred. User shall pay Operator for said expenses within thirty (30) days of receipt of an invoice therefore.

5. User will provide Operator with requests for flight time and proposed flight schedules as far in advance of any given flight as possible. Requests for flight time and proposed flight schedules shall be made in compliance with Operator's scheduling procedures. In addition to proposed schedules and flight times, User shall provide at least the following information for each proposed flight at some time prior to scheduled departure as required by Operator or Operator's flight crew.

- (a) Proposed departure point;
- (b) Destination;
- (c) Date and time of flight;
- (d) The number and names of anticipated passengers;
- (e) Designation of each passenger's trip purpose (personal or business);
- (f) The nature and extent of unusual luggage and/or cargo to be carried;
- (g) The date and time of a return flight, if any; and
- (h) Any other information concerning the proposed flight that may be pertinent or required by Operator or Operators flight crew.

6. Operator shall pay all expenses related to the ownership and operation of the Aircraft and shall employ, pay for and provide to User a qualified flight crew for each flight made under this Agreement. Operator shall carry a copy of this Agreement and the Special Authorization



on board the Aircraft for all operations hereunder.

7. Operator shall be solely responsible for securing maintenance, preventive maintenance and required or otherwise necessary inspections on the Aircraft, and shall take such requirements into account in scheduling the Aircraft. No period of maintenance, preventive maintenance or inspection shall be delayed or postponed for the purpose of scheduling the Aircraft, unless said maintenance or inspection can be safely conducted at a later time in compliance with all applicable laws and regulations, and within the sound discretion of the pilot in command.

8. In accordance with applicable FARs, the flight crew will exercise all of its duties and responsibilities in regard to the safety of each flight conducted hereunder. User specifically agrees that the pilot in command, in his sole discretion, may terminate any flight, refuse to commence any flight, or take other action which in the considered judgment of the pilot in command is necessitated by considerations of safety.

9. Operator will provide such additional insurance coverage as User shall request or require; provided, however, that the cost of such additional insurance may be borne by User as set forth in paragraph 2(d) hereof.

10. User warrants that:

- (a) He will use the Aircraft for and on account of his own personal business or pleasure only, and will not use the Aircraft for the purposes of providing transportation for passengers or cargo in air commerce for compensation or hire; and
- (b) During the term of this Agreement, he will abide by and conform to all such laws, governmental and airport orders, rules and regulations, as shall from time to time be in effect relating in any way to the operation and use of the Aircraft by a time sharing User.

11. Neither this Agreement nor either party's interest herein shall be assignable to any other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives and successors.

12. No provision of this Agreement may be amended unless such amendment is agreed to in writing and signed by the parties.

13. Nothing herein shall be construed to create a partnership, joint venture, franchise, employer-employee relationship or to create any relationship of principal and agent.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law provisions.

15. TRUTH IN LEASING STATEMENT UNDER SECTION 91.23 OF THE FEDERAL AVIATION REGULATIONS.

(A) PMI GLOBAL SERVICES INC. (“OPERATOR”) HEREBY CERTIFIES THAT THE AIRCRAFT HAVE BEEN INSPECTED AND MAINTAINED WITHIN THE 12 MONTH PERIOD PRECEDING THE DATE OF THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF FAR PART 91 AND ALL APPLICABLE REQUIREMENTS FOR THE MAINTENANCE AND INSPECTION THEREUNDER HAVE BEEN MET.

(B) PMI GLOBAL SERVICES INC. (“OPERATOR”) AGREES, CERTIFIES AND KNOWINGLY ACKNOWLEDGES THAT WHEN THE AIRCRAFT ARE OPERATED UNDER THIS AGREEMENT, IT SHALL BE KNOWN AS, CONSIDERED, AND SHALL IN FACT BE THE OPERATOR OF THE AIRCRAFT.

(C) THE PARTIES UNDERSTAND THAT AN EXPLANATION OF FACTORS AND PERTINENT FEDERAL AVIATION REGULATIONS BEARING ON OPERATIONAL CONTROL CAN BE OBTAINED FROM THE LOCAL FLIGHT STANDARDS DISTRICT OFFICE.

(D) OPERATOR CERTIFIES THAT IT SHALL COMPLY WITH THE TRUTH-IN-LEASING REQUIREMENTS DEFINED IN EXHIBIT C ATTACHED HERETO.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their authorized representatives to be affixed below on the day and year first above written. The persons signing below warrant their authority to sign.

Operator:  
PMI GLOBAL SERVICES INC.

User:

By: /S/ JAMES R. WEST  
Name: JAMES R. WEST  
Title: VICE PRESIDENT

/S/ ANDRE CALANTZOPOULOS  
ANDRE CALANTZOPOULOS

ACKNOWLEDGED AND AGREED:

Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee under that certain Amended and Restated Trust Agreement dated as of June 1, 2012, as amended and supplemented from time to time.

By: /S/ MICHAEL ARSENAULT  
Name: Michael Arsenault  
Title: Vice President

## EXHIBIT A

<b>Registration Number</b>	<b>Serial Number</b>	<b>Aircraft Description</b>
N551PM	5374	Gulfstream Aerospace GV-SP (G550)
N552PM	5382	Gulfstream Aerospace GV-SP (G550)

## EXHIBIT B

### SPECIAL AUTHORIZATION



**U.S. Department of  
Transportation  
Office of the Secretary  
of Transportation**

1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

Issue date: December 19, 2012

Authority expires: December 31, 2013

Ms. Joanne Barbera  
Counsel for PMI Global Services Inc.  
Barbera & Watkins, LLC  
6701 W. 64<sup>th</sup> Street, Suite 315  
Overland Park, Kansas 66202

/s/ ROBERT FINAMORE  
Director, Office of International Aviation

### AMENDED SPECIAL AUTHORIZATION

Effective December 19, 2012, and terminating December 31, 2013, permission is granted under 14 CFR §375.70 of the Department's regulations to PMI Global Services Inc. (PMIGS), to the extent necessary to permit it to engage in the time-sharing activities described below, using the following U.S.-registered foreign civil aircraft:<sup>1</sup>

Gulfstream G-550, registration N551PM  
Gulfstream G-550, registration N551PM

In the conduct of the authorized time-sharing operations, PMIGS, as the operator, may carry up to three individual officers of PMIGS' parent corporation, Philip Morris International Inc., for personal travel on flights into, out of, and within the United States during the term of this authority. These operations are deemed to be business aviation activities within the meaning of §375.37 to the extent that these three Philip Morris officers are eligible for this personal travel for reasons of security and personal safety under a formal resolution approved by the Board of Philip Morris, and/or as a part of these officers' compensation package from the company. PMIGS may collect charges from the individuals only as provided in §375.37(d).

In the conduct of the operations authorized above, PMIGS must (1) comply with all applicable requirements of 14 CFR Part 375; (2) comply with all applicable requirements of the Federal Aviation Administration contained in the Federal Aviation Regulations (including 14 CFR Part 91), and applicable Orders of the Federal Aviation Administration; (3) comply with all applicable U.S. Government requirements concerning security; and (4) carry on board the aircraft a copy of this permit. For information concerning requirements of the Federal Aviation Administration, PMIGS should contact FAA's Flight Standards Service in Washington, D.C. at (202) 385-4510.

This action is taken under assigned authority (14 CFR §385.13 (m)). Persons entitled to petition the Department for review of this action under the Department's regulations, 14 CFR §385.30, should file their petitions within seven days of the date of this action. This action is effective immediately, and the filing of a petition for review will not alter its effectiveness.

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<sup>1</sup> This action amends and extends the special authorization most recently granted to PMIGS on July 18, 2012, to reflect a change in authorized aircraft. In addition to aircraft registrations N551PM and N552PM, PMIGS may use other substitute or additional U.S.-registered aircraft that it operates.



**U.S. Department of  
Transportation  
Office of the Secretary  
of Transportation**

1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

Issue date: July 18, 2012

Ms. Joanne Barbera  
Counsel for PMI Global Services Inc.  
Barbera & Watkins, LLC  
6701 W. 64<sup>th</sup> Street, Suite 315  
Overland Park, Kansas 66202

Authority Expires: December 31, 2012  
  
/s/ CATHERINE C. BROWN  
Director, Office of International Aviation

### **AMENDED SPECIAL AUTHORIZATION<sup>1</sup>**

Effective July 18, 2012, and terminating December 31, 2012, permission is granted under 14 CFR §375.70 of the Department's regulations to PMI Global Services Inc. (PMIGS), to the extent necessary to permit it to engage in the time-sharing activities described below, using the following U.S.-registered foreign civil aircraft:<sup>2</sup>

Gulfstream GV-SP, registration N607PM  
Gulfstream G-550, registration N551PM

In the conduct of the authorized time-sharing operations, PMIGS, as the operator, may carry up to three individual officers of PMIGS' parent corporation, Philip Morris International Inc., for personal travel on flights into, out of, and within the United States during the term of this authority. These operations are deemed to be business aviation activities within the meaning of §375.37 to the extent that these three Philip Morris officers are eligible for this personal travel for reasons of security and personal safety under a formal resolution approved by the Board of Philip Morris, and/or as a part of these officers' compensation package from the company. PMIGS may collect charges from the individuals only as provided in §375.37(d).

In the conduct of the operations authorized above, PMIGS must (1) comply with all applicable requirements of 14 CFR Part 375; (2) comply with all applicable requirements of the Federal Aviation Administration contained in the Federal Aviation Regulations (including 14 CFR Part 91), and applicable Orders of the Federal Aviation Administration; (3) comply with all applicable U.S. Government requirements concerning security; and (4) carry on board the aircraft a copy of this permit. For information concerning requirements of the Federal Aviation Administration, PMIGS should contact FAA's Flight Standards Service in Washington, D.C. at (202) 385-4510.

This action is taken under assigned authority (14 CFR §385.13 (m)). Persons entitled to petition the Department for review of this action under the Department's regulations, 14 CFR §385.30, should file their petitions within seven days of the date of this action. This action is effective immediately, and the filing of a petition for review will not alter its effectiveness.

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<sup>1</sup> This action amends the special authorization previously granted to PMIGS on December 2, 2011, to reflect a change in authorized aircraft as outlined in note 2.

<sup>2</sup> PMIGS states that it is replacing aircraft registration N609PM on or about July 20, 2012, and requests the addition of aircraft registration N551PM as well as permission to use other substitute or additional U.S.-registered aircraft that it operates.



**U.S. Department of  
Transportation  
Office of the Secretary  
of Transportation**

1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

Ms. Joanne Barbera  
Counsel for PMI Global Services Inc.  
Barbera & Watkins, LLC  
6701 W. 64<sup>th</sup> Street, Suite 315  
Overland Park, Kansas 66202

Issue date: December 2, 2011  
Authority Expires: December 31, 2012

/s/ ROBERT FINAMORE  
Director, Office of International Aviation

### **SPECIAL AUTHORIZATION**

Effective December 2, 2011, and terminating December 31, 2012, permission is granted under 14 CFR §375.70 of the Department's regulations to PMI Global Services Inc., to the extent necessary to permit it to engage in the time-sharing activities described below, using the following U.S.-registered foreign civil aircraft:

Gulfstream GV-SP, registration N607PM  
Gulfstream GV-SP, registration N609PM

This action extends the termination date of the Special Authorizations we previously granted to PMI Global on July 22, 2010 and December 22, 2010.

In the conduct of the authorized time-sharing operations, PMI Global, as the operator, may carry up to three individual officers of PMI Global Service's parent corporation, Philip Morris International Inc., for personal travel on flights into, out of, and within the United States during the term of this authority. These operations are deemed to be business aviation activities within the meaning of §375.37 to the extent that these three Philip Morris officers are eligible for this personal travel for reasons of security and personal safety under a formal resolution approved by the Board of Philip Morris, and/or as a part of these officers' compensation package from the company. PMI Global Services may collect charges from the individuals only as provided in §375.37(d).

In the conduct of the operations authorized above, PMI Global Services must (1) comply with all applicable requirements of 14 CFR Part 375; (2) comply with all applicable requirements of the Federal Aviation Administration contained in the Federal Aviation Regulations (including 14 CFR Part 91), and applicable Orders of the Federal Aviation Administration; (3) comply with all applicable U.S. Government requirements concerning security; and (4) carry on board the aircraft a copy of this permit. For information concerning requirements of the Federal Aviation Administration, PMI Global Services should contact the FAA's Flight Standards Service in Washington, D.C. at (202) 385-4510.

This action is taken under assigned authority (14 CFR §385.13 (m)). Persons entitled to petition the Department for review of this action under the Department's regulations, 14 CFR §385.30, should file their petitions within seven days of the date of this action. This action is effective immediately, and the filing of a petition for review will not alter its effectiveness.

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**U.S. Department of  
Transportation  
Office of the Secretary  
of Transportation**

1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

Ms. Joanne Barbera  
Counsel for PMI Global Services Inc.  
Barbera & Watkins, LLC  
6701 W. 64<sup>th</sup> Street, Suite 315  
Overland Park, Kansas 66202

Issue date: December 22, 2010  
Authority Expires: December 31, 2011

/s/ GEORGE WELLINGTON  
Director, Office of International Aviation

### **SPECIAL AUTHORIZATION**

Effective December 22, 2010, and terminating December 31, 2011, permission is granted under 14 CFR §375.70 of the Department's regulations to PMI Global Services Inc., to the extent necessary to permit it to engage in the time-sharing activities described below, using the following U.S.-registered foreign civil aircraft:

Gulfstream GV-SP, registration N607PM  
Gulfstream GV-SP, registration N609PM

This action extends the termination date of the Special Authorization we previously granted to PMI Global on July 22, 2010.

In the conduct of the authorized time-sharing operations, PMI Global, as the operator, may carry up to three individual officers of PMI Global Service's parent corporation, Philip Morris International Inc., for personal travel on flights into, out of, and within the United States during the term of this authority. These operations are deemed to be business aviation activities within the meaning of §375.37 to the extent that these three Philip Morris officers are eligible for this personal travel for reasons of security and personal safety under a formal resolution approved by the Board of Philip Morris, and/or as a part of these officers' compensation package from the company. PMI Global Services may collect charges from the individuals only as provided in §375.37(d).

In the conduct of the operations authorized above, PMI Global Services must (1) comply with all applicable requirements of 14 CFR Part 375; (2) comply with all applicable requirements of the Federal Aviation Administration contained in the Federal Aviation Regulations (including 14 CFR Part 91), and applicable Orders of the Federal Aviation Administration; (3) comply with all applicable U.S. Government requirements concerning security; and (4) carry on board the aircraft a copy of this permit. For information concerning requirements of the Federal Aviation Administration, PMI Global Services should contact the FAA's Flight Standards Service in Washington, D.C. at (202) 385-4510.

This action is taken under assigned authority (14 CFR §385.13 (m)). Persons entitled to petition the Department for review of this action under the Department's regulations, 14 CFR §385.30, should file their petitions within seven days of the date of this action. This action is effective immediately, and the filing of a petition for review will not alter its effectiveness.

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**U.S. Department of  
Transportation  
Office of the Secretary  
of Transportation**

1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

Ms. Joanne Barbera  
Counsel for PMI Global Services Inc.  
Barbera & Watkins, LLC  
6701 W. 64<sup>th</sup> Street, Suite 315  
Overland Park, Kansas 66202

Issue date: July 22, 2010  
Authority Expires: December July 22, 2011

/s/ GEORGE WELLINGTON  
Director, Office of International Aviation

### **SPECIAL AUTHORIZATION**

Effective July 22, 2010, and terminating July 22, 2011, permission is granted under 14 CFR §375.70 of the Department's regulations to PMI Global Services Inc., to the extent necessary to permit it to engage in the time-sharing activities described below, using the following U.S.-registered foreign civil aircraft:

Gulfstream GV-SP, registration N607PM  
Gulfstream GV-SP, registration N609PM

In the conduct of the authorized time-sharing operations, PMI Global, as the operator, may carry up to three individual officers of PMI Global Service's parent corporation, Philip Morris International Inc., for personal travel on flights into, out of, and within the United States during the term of this authority. These operations are deemed to be business aviation activities within the meaning of §375.37 to the extent that these three Philip Morris officers are eligible for this personal travel for reasons of security and personal safety under a formal resolution approved by the Board of Philip Morris, and/or as a part of these officers' compensation package from the company. PMI Global Services may collect charges from the individuals only as provided in §375.37(d).

In the conduct of the operations authorized above, PMI Global Services must (1) comply with all applicable requirements of 14 CFR Part 375; (2) comply with all applicable requirements of the Federal Aviation Administration contained in the Federal Aviation Regulations (including 14 CFR Part 91), and applicable Orders of the Federal Aviation Administration; (3) comply with all applicable U.S. Government requirements concerning security; and (4) carry on board the aircraft a copy of this permit. For information concerning requirements of the Federal Aviation Administration, PMI Global Services should contact the FAA's Flight Standards Service in Washington, D.C. at (202) 385-4510.

This action is taken under assigned authority (14 CFR §385.13(m)). Persons entitled to petition the Department for review of this action under the Department's regulations, 14 CFR §385.30, should file their petitions within seven days of the date of this action. This action is effective immediately, and the filing of a petition for review will not alter its effectiveness.

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## **EXHIBIT C**

### **INSTRUCTIONS FOR COMPLIANCE WITH TRUTH IN LEASING REQUIREMENTS**

1. Mail a copy of the Agreement to the following address via certified mail, return receipt requested, immediately upon execution of the agreement (14 C.F.R. 91.23 requires that the copy be sent within twenty-four (24) hours after it is signed):

Federal Aviation Administration  
Aircraft Registration Branch  
ATTN: Technical Section  
P.O. Box 25724  
Oklahoma City, Oklahoma 73125

2. Telephone or fax the nearest Flight Standards District Office at least forty-eight (48) hours prior to the first flight of each Aircraft made under this Agreement.
3. Carry a copy of the Agreement in the Aircraft at all times when the Aircraft is being operated under the Agreement.