State of Arizona
Government-Owned NPM
Waiver of Sovereign Immunity

WHEREAS, the Government of the country of _____directly
[Insert Name of Country]

owns, in whole or majority part, the following company(ies) [List the company names of the manufacturer(s)]:

Manufacturer(s):_____

WHEREAS, _____was formed for all business and commercial
[Insert Name of Manufacturer]

purposes allowed under the laws of the country of _____, including the
[Insert Name of Country]

manufacture of cigarettes (as defined by A.R.S. § 44-7101(2)(d)) and the export and sale of cigarettes in the United States, and specifically the State of Arizona;

WHEREAS, _____has applied to the State of Arizona to
[Insert Name of Manufacturer]

be placed on the Directory of cigarettes approved for stamping and sale, pursuant to A.R.S. § 44-7111(3)(b) ("Arizona Cigarette Directory");

WHEREAS, the State of Arizona requires that all tobacco product manufacturers on the Arizona Cigarette Directory either sign the Master Settlement Agreement and make payments pursuant to that agreement or make escrow deposits as required by the Arizona escrow statute A.R.S. § 44-7101;

WHEREAS, because of the ownership of _____ by the
[Insert Name of Manufacturer]

Government of the country of _____this entity may be
[Insert Name of Country]

shielded by government sovereign immunity from full enforcement and remedies available against tobacco product manufacturers; and

WHEREAS, because the protection afforded by government sovereign immunity may include immunity from suit, liability, judgment and collection, including enforcement of judgments on the government-owned companies by way of attachment of properties or otherwise, the State of Arizona requires

that _____, its owners and the
[Insert Name of Manufacturer]

Government of _____waive sovereign immunity.
[Insert Name of Country]

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THEREFORE, the Government of _____,through its ambassador to
[Insert Name of Country]

the United States, _____, on this _____ day of _____ ,
[Name of Ambassador to the United States] [Month]

20 ____, waives sovereign immunity of the country of _____ as follows:
[Insert Name of Country]

The Government of _____ hereby expressly waives its
[Insert Name of Country]

sovereign immunity against suit, liability, judgment and collection with respect to the foregoing government-owned company's obligations and duties under A.R.S. §§ 44-7101, 44-7111 and 36-798.06.

The Government of _____and the foregoing tobacco
[Insert Name of Country]

product manufacturer recognizes and agrees that the foregoing laws apply equally to everyone, including the Government of _____ and are restrictions on commercial activity,
[Insert Name of Country]

within the meaning of the federal Foreign Sovereign Immunities Act of 1976 (28 U.S.C. section 1605(a)(2)), for a public purpose. In so waiving its immunity, the Government of _____ recognizes
[Insert Name of Country]

and agrees that any suits, or administrative actions brought against _____
[Insert Name of Manufacturer]

or the Government of _____ relating to the duties and obligations referenced
[Insert Name of Country]

above, may be brought in the Arizona Superior Court, and that all such actions and proceedings shall be governed by Arizona's substantive and procedural law.

Finally, for the actions described in this waiver, the Government of _____
[Insert Name of Country]

agrees to the jurisdiction of the Arizona Superior Court over their persons.

Executed this _____day of _____20____.
[Month]

_____ _____
[Signature of Ambassador to the United States] [Printed name of Ambassador to the United States]

of the Country of _____.
[Insert Country]