State of Arizona
NPM Standard Waiver Of Sovereign Immunity

WHEREAS, _____ represents that it is not a foreign state or
[Insert Name of Manufacturer]

directly owned in whole or majority part by a foreign state, within the meaning of the Foreign Sovereign Immunities Act, 28 U.S.C. § 1603(a);

WHEREAS, _____ represents that it is not owned by,
[Insert Name of Manufacturer]

chartered by, operated for the benefit of, or an "arm" of a Native American Tribe;

WHEREAS, _____ was formed for all business and
[Insert Name of Manufacturer]

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

or jurisdiction of _____, including the manufacture and sale of cigarettes
[Insert Name of State or Provence]

(as defined by A.R.S. § 44-7101(d)(2)) 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 State of Arizona 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, to the full extent allowed by law, be subject to State regulations and enforcement of Arizona law, including being susceptible to all remedies and enforcement measures permitted under Arizona law;

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 A.R.S. § 44-7101;

THEREFORE, _____
[Insert Name of Manufacturer]

hereby expressly waives any claim or defense based in whole or in part on sovereign immunity, including but not limited to any claims or defenses based on the fact that any of the manufacturer's facilities are located on tribal or government lands and/or that its owner or owners are members of a Native American tribe, against suit, liability, judgment and collection with respect to the manufacturer's obligations and duties under A.R.S. §§ 44-7101, 44-7111 and 36-798.06.

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In so waiving its immunity, _____
[Insert Name of Manufacturer]

recognizes and agrees, that any suits, or administrative actions brought against the manufacturer or any of its affiliates relating to the duties and obligations referenced 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.

_____ agrees that upon the request of the State, the
[Insert Name of Manufacturer]

manufacturer will assist the State of Arizona in the assessment and collection of any Arizona taxes, surcharges and escrow deposits due.

Finally, _____agrees to the jurisdiction of the Arizona Superior Court.
[Insert Name of Manufacturer]

Executed this _____day of _____ , 20 ____ .
[Month]

_____
[Signature of company official authorized to bind Manufacturer]

_____
[Printed name of company official authorized to bind Manufacturer]