STANDARD WAIVER OF SOVEREIGN IMMUNITY
BY TOBACCO MANUFACTURER OR IMPORTER

WHEREAS, _______________ represents that it is not a foreign state or 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;

WHEREAS, _______________ represents that it is not owned by, chartered by, operated for the benefit of, or an "arm" of a Native American Tribe;

WHEREAS, _______________ was formed for all business and commercial purposes allowed under the laws of the country of ___________________________, state or jurisdiction of ___________________________, including the manufacture and sale of cigarettes and tobacco products in the United States, and specifically the state of Kansas;

WHEREAS, _______________ has applied to the State of Kansas to be placed on the Kansas directory of compliant tobacco manufacturers (“Kansas Directory”), pursuant to K.S.A. § 50-6a04(b);

WHEREAS, the State of Kansas requires that all tobacco manufacturers on the Kansas Directory, to the full extent allowed by law, be subject to State regulations and enforcement of Kansas law, including being susceptible to all remedies and enforcement measures permitted under Kansas law;

WHEREAS, the State of Kansas requires that all tobacco manufacturers on the Kansas Directory, either sign the Master Settlement Agreement and make payments pursuant to that agreement or make escrow deposits as required by K.S.A. § 50-6a03;

THEREFORE, _______________ hereby expressly waives any claim or defense based in whole or in part on sovereign immunity and treaty rights, 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 K.S.A. § 50-6a01 et seq.;

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In so waiving its immunity, ____________________________ 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 Kansas courts, and that all such actions and proceedings, shall be governed by Kansas’ substantive and procedural law.

__________________________ agrees that upon the request of the State, the manufacturer will assist the State of Kansas in the assessment and collection of any Kansas taxes, surcharges, and escrow deposits due.

Finally, ____________________________ agrees to the jurisdiction of the District Court of the Third Judicial District, Shawnee County, Kansas, and to submit this Standard Waiver of Sovereign Immunity as part of the initial, supplemental, and renewal certifications required by K.S.A. § 50-6a04(c).

Executed this ________ day of _________________________, 20 ________.

__________________________
[Signature of company official authorized to bind Manufacturer]

__________________________
[Signature of company official authorized to bind Manufacturer]