

ACKNOWLEDGMENT OF ASSIGNMENT AND CONSENT

By this Acknowledgment of the Assignment of **Adjustable Block Program (“ABP”) Contract No. _____** for those batches listed in Attachment A (**“the Assigned Obligations” for purposes of this form**), as contemplated in Section 13.1 of the ABP Contract, the **Buyer** _____, **Seller/Assignor** _____, and **Transferee/Assignee** _____, each a “Party” (and, collectively, the “Parties”), agree to and acknowledge the following:

Through their execution below, the Parties agree that this Acknowledgment of Assignment may be signed in counterparts, is effective only upon execution by all three Parties, and, unless otherwise specified, shall be effective as of the date of last execution.

SELLER/ASSIGNOR acknowledges that it requested on _____ that the Assigned Obligations be assigned to the Transferee/Assignee; acknowledges that it has consented to assign the Assigned Obligations to Transferee/Assignee; acknowledges that it must provide all pertinent contact and payment information with respect to the Assignee and pay any applicable assignment fees prior to the effectiveness of this assignment; and acknowledges that only upon Buyer’s approval of the Assignment demonstrated through its execution below has it been expressly released from any rights and obligations related to the Assigned Obligations under this Agreement, as applicable under Section 13.1 of the ABP Contract.

Signed By (name/title): _____

Signature

DATE

TRANSFEE/ASSIGNEE acknowledges that, with respect to the Assigned Obligations, it has consented to assume all responsibilities of Seller under this Agreement; agrees to be bound by all terms, conditions, and deadlines present in the ABP Contract; represents that it is an Approved Vendor in good standing in the Adjustable Block Program (or, in the case of foreclosure on collateral, agrees to become an Approved Vendor or assign this contract within 180 days); and agrees to provide all necessary documentation demonstrating that it meets all conditions specific to a Seller under this Agreement to the extent that it has not already done so.

Signed By (name/title): _____

Signature

DATE

BUYER acknowledges that it received a Request for the Approval of the Assigned Obligations under Section 13.1 of the ABP Contract from Seller/Assignor; recognizes that Transferee/Assignee has submitted necessary documentation demonstrating that it meets all conditions specific to a Seller under this Agreement; acknowledges that it has received applicable assignment fees under Section 13.1 of the ABP Contract as well as contact and payment information for Transferee/Assignee; and, through its execution below, hereby offers its written consent to effectuate the Assignment.

If Buyer's consent to release Seller/Assignor from its obligations in respect of the Assigned Obligations under the ABP Contract is required by Section 13.1 of the ABP Contract, Buyer confirms that it (check appropriate response):

does consent to such release

does not consent to such release

Any response with respect to such consent shall be of no force or effect where Buyer's consent to a release is not required by Section 13.1 of the ABP Contract.

Signed By (name/title): _____

Signature

DATE

