

PART F - SUCCESSOR-IN-INTEREST CONTRACT

1. **GENERAL.** The CCC is an agency and instrumentality of the United States. After submission of this Form CCC-962 to CCC, the Transferor may not revoke its request for approval. This contract is not revocable after approval by CCC, and shall constitute a Successor-In-Interest contract as provided in 7 CFR Part 1463. The Successor and, if applicable, the Subsequent Successor, has been previously approved by CCC to be a Successor-In-Interest for purposes of the Tobacco Transition Payment Program (TTPP). Execution of this contract by the Successor and CCC shall immediately: (i) terminate all rights of the Transferor with respect to the Existing Contract and, if applicable, all rights of the Successor with respect to the Successor Contract; and (ii) transfer all rights in respect of the Existing Contract to the Successor and, if applicable, transfer all rights in respect of the Successor Contract to the Subsequent Successor; and (iii) allow the Successor or, if applicable, the Subsequent Successor, upon compliance with this contract, to receive all payments that remain payable under the Existing Contract or, if applicable, the Successor Contract, after date of approval of this contract. CCC consents to the sale and transfer of the Existing Contract to the Successor and, if applicable, the transfer of the Successor Contract to the Subsequent Successor, and confirms that, immediately prior to giving effect to such sale and transfer of the Existing Contract, the Transferor was the sole owner of the Existing Contract and was entitled to receive all payments with respect to the Existing Contract and, if applicable, the Successor was the sole owner of the Successor Contract and was entitled to receive all payments with respect to the Successor Contract. Anything to the contrary contained in this contract notwithstanding, the Subsequent Successor, if any, shall not be accountable for any confirmations, obligations, representations or warranties of the Successor contained in this contract (including, without limitation, any confirmations, obligations, representations or warranties of the Successor set forth in Paragraph 3), and any failure or default by the Successor in respect of such confirmations, obligations, representations or warranties shall not affect the payment to a Subsequent Successor of amounts owing under this contract.
2. **SALE AND TRANSFER BY TRANSFEROR.** Transferor, for good and valuable consideration, hereby: (i) sells and transfers to the Successor all right, title and interest of the Transferor in and to the Existing Contract, including, without limitation, all rights to receive all payments and other benefits from time to time arising with respect to the Existing Contract, other than the 2005 payment and any subsequent year payment made prior to approval of this contract; and (ii) requests that CCC consent to such sale and transfer and enter into this Successor-In-Interest contract as provided in 7 CFR Part 1463.112. The Transferor hereby acknowledges and agrees that, effective immediately upon consent of CCC to the foregoing sale and transfer, the Existing Contract will be terminated and the Transferor shall have no further rights or claims with respect thereto or with respect to any right of the Successor or, if applicable, the Subsequent Successor, to receive payment under this contract.
3. **WARRANTIES OF SUCCESSOR.** If Item 9 is marked "YES," the Successor confirms that: (i) the total consideration paid or to be paid to the Transferor by the Successor for such sale and transfer, after giving effect to all fees, expenses and so-called "points and discount fees" charged to or for the account of the Transferor, meets the requirements set forth in 7 CFR Part 1463.112(b); and (ii) such consideration shall be paid to the Transferor on or prior to the later of: (a) the January 15th following the approval by CCC of this contract; or (b) 30 days following such approval. In addition, if Item 9 is marked "YES," the failure of such consideration to meet the requirements set forth in 7CFR1463.112(b) or the failure of such consideration to be paid by the date specified in the immediately preceding sentence shall be a basis for CCC to bar the Successor and any person, including the Subsequent Successor, which shall intentionally facilitate such failure, from entering into any subsequent Form CCC-962, but shall not affect any payments or other rights held by a successor to such Successor under previously-approved contracts.
4. **APPLICATION OF CCC DISCOUNT RATE.** The determination of whether the consideration for such sale and transfer meets the requirements set forth in 7 CFR Part 1463.112(b) shall be made by: (i) using the CCC announced discount rate that is in effect on the date this contract is received by CCC; and (ii) applying that discount rate to the date on which such consideration is paid to the Transferor.
5. **APPLICABILITY OF OTHER REGULATIONS.** Successor and, if applicable, the Subsequent Successor, agrees that: (i) the provisions of 7 CFR Part 1403 relating to the offset of CCC payments to pay debts owed to the United States are applicable to TTPP payments to be made in respect of this contract to the Successor or, if applicable, the Subsequent Successor, to the extent such debts are owed by the Successor or, if applicable, the Subsequent Successor; and (ii) if the Existing Contract was evidenced by Form CCC-956 or if the Form CCC-962 being purchased in this transaction relates to a contract originally issued as a Form CCC-956, the provisions of 7 CFR Parts 12, 718.6 and 1400 relating to the protection of environmentally sensitive land and to statutes restricting the right to receive TTPP payments upon conviction of violating certain controlled substances statutes shall apply to the Successor or, if applicable, the Subsequent Successor entitled to receive payments under this contract. Compliance with the provisions set forth in clause (ii) of the preceding sentence shall be based on the 2002, 2003 and 2004 crop years and not on any period thereafter. The receipt by a Successor or, if applicable, a Subsequent Successor, of a TTPP Account Number for CCC-956 Contracts shall constitute a confirmation by CCC that such person has complied with the provisions set forth in clause (ii) of the preceding sentence for such years.
6. **COLLATERAL DOCUMENTS.** Nothing contained in this contract shall in any way restrict the ability of the Transferor or the Successor or, if applicable, the Subsequent Successor, to enter into any other documents or instruments in furtherance of the purposes of this contract (including, in the case of the Successor and any Subsequent Successor, any purchase agreement relating to the Successor Contract), provided that such documents or instruments shall not be inconsistent with the terms hereof or of any law or regulation relating to the TTPP. The sale and transfer of the Existing Contract by the Transferor shall have no effect on the rights, if any, of any creditor of the Transferor to amounts received by the Transferor with respect to the Existing Contract whether as payment previously made to the Transferor by CCC or as payment made by the Successor to the Transferor as consideration for such sale.

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7. **ACTIONS OF OTHER PERSONS.** Unless the Successor or, if applicable, the Subsequent Successor, has aided and abetted in the following actions of the Transferor, payments to be made to the Successor and, if applicable, the Subsequent Successor, shall not be affected in any way by: (i) an adverse determination relating to the Transferor's failure to comply with the regulations at 7 CFR Part 1463 or the regulations and statutes referenced in paragraph 5; or (ii) any act, failure to act, misrepresentation, debt or other obligation of the Transferor. Payments under this contract shall not be affected by: (i) any dispute or challenge maintained by any person in respect of the Existing Contract; or (ii) any prior or subsequent action or liability of any person with respect to the Existing Contract.
8. **PLEDGING OF CONTRACT RIGHTS.** CCC also consents to allowing the Successor and, if applicable, the Subsequent Successor, without prior notification, to pledge its interests in this contract and all payments to be made under this contract, to secure any obligation or indebtedness owed by such person, except such action shall not obligate CCC to issue payments to any party other than the Successor or, if applicable, the Subsequent Successor.
9. **ISSUANCE OF PAYMENTS.** If there is no entry in Part C, CCC will issue payments payable under this contract to the person identified in Part B. If there is an entry in Part C, CCC will issue payments payable under this contract to the person identified in Part C. If any such person entitled to receive a payment under this contract is the Successor or Subsequent Successor to more than one Form CCC-955, Form CCC-956, or Form CCC-962 and no action has been taken under Paragraph 10, CCC will aggregate all payments made under such contracts as one payment without any further action of the Successor or Subsequent Successor.
10. **TRANSFERS, CONSOLIDATIONS AND DIVISIONS OF TTPP CONTRACTS.** CCC will allow the: (i) transfer of this Form CCC-962 to another CCC-approved Successor-In-Interest; (ii) consolidation of this contract with other Forms CCC-962 which bear the same TTPP Account Number held by the Successor, or if applicable, the Subsequent Successor; and (iii) the division of this contract into multiple Forms CCC-962 that are held by the Successor, or if applicable, the Subsequent Successor. The consolidation or division of this contract must be accomplished by use of contracts issued by CCC.
11. **ASSESSMENT OF TRANSACTIONAL FEES.** In order to facilitate the handling of transfers of Forms CCC-962 and related forms, CCC will assess a fee at the rates specified in the Tobacco Transition Payment Program Contract Transfer Fees Schedule (CCC-964). CCC will not assess such a fee if the request is for: (i) a transfer of a Form CCC-955 or Form CCC-956 from the original contract holder to Form CCC-962; (ii) a transfer of a form CCC-962 in connection with a bona fide foreclosure of a pledge thereof by a creditor of the holder of the contract; (iii) a combination of Forms CCC-962 bearing the same TTPP Account Number; or (iv) a division of any Form CCC-955, CCC-956 or CCC-962 as the result of the death of the contract holder. No fee is payable in connection with any transfer by the Successor to the Subsequent Successor under this contract. Collection of applicable fees must be remitted at the time of request (unless prior arrangement for payment has been approved by CCC).
12. **ANNUAL PAYMENTS.** The expected payment date for annual payments due under this contract is January 15th of each year (or next following business day if January 15th is not a business day in such year). If CCC does not make an annual payment on this date, it agrees that it shall make such payment as promptly as practicable thereafter and shall pay interest, compounded daily, on the amount payable calculated at the "Prompt Payment Act Interest Rate" published in the Federal Register for the period beginning on the expected payment date through and including the day before the payment is made.
13. **AUDITS.** In order for CCC to determine whether the Successor and, if applicable, the Subsequent Successor, have complied with the provisions of this contract, CCC will conduct an audit of such persons at such times as CCC determines to be necessary. Accordingly, if Item 9 is checked "YES", such persons agree to maintain for a period of six years from the date that this contract is approved information and records that will allow CCC to verify that the consideration paid to the Transferor meets the provisions of this contract and the regulations at 7 CFR Part 1463. In addition, if the Successor or, if applicable, the Subsequent Successor, has submitted page 1 of this contract to CCC in an electronic format, such person agrees to maintain the original paper version of page 1 for six years unless arrangements has been made with CCC for CCC to take custody of such document.

NOTE: *The authority for collecting the following information is Pub. L. 108-357. The authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the following information is Pub. L. 108-357 (The Fair and Equitable Tobacco Reform Act of 2004). The information will be used to determine eligibility for program payments. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

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