



**COVENANT NOT TO SUE
2012 Reinsurance Year**

This Covenant Not To Sue is agreed to by _____ (hereinafter the "Producer"), a licensed insurance producer appointed by Great American Insurance Company ("Great American") to produce multiple peril crop insurance ("MPCI") for Great American, either individually or through an agency.

WHEREAS, Producer acknowledges that the MPCI business produced for Great American is subject to certain terms and conditions set forth in the Standard Reinsurance Agreement ("SRA") between the Federal Crop Insurance Corporation and Great American;

WHEREAS, as a condition to accepting MPCI business from the Producer, Great American is required, under the terms of the SRA, to have Producer acknowledge in writing that the Producer is bound by the terms of the covenant not to sue contained in Section III(a) of the SRA.

NOW, THEREFORE, the Producer hereby agrees as follows:

The Producer hereby covenants and agrees that he/she will not institute or file any judicial or administrative proceeding, or cause the instituting or filing (directly or indirectly) of any judicial or administrative proceeding, or assist any third party that has instituted or filed any judicial or administrative proceeding, against the Federal Crop Insurance Corporation, the Risk Management Agency, the United States Department of Agriculture, or any officer, agent, or director thereof (collectively, "FCIC"), challenging the legality of the terms and conditions of section III(a) of the SRA, which relates to Subsidies, Expenses, Fees and Payments. A full copy of the SRA may be accessed at <http://www.rma.usda.gov/news/2010/06/630sra.pdf>.

Nothing in the forgoing precludes the Producer from responding to a court order. This covenant and agreement may be pleaded by FCIC as a bar or release in the event any such judicial or administrative proceeding is instituted or filed.

Producer hereby agrees with all of the terms and conditions set forth herein, and with the intent to be legally bound, has executed this Covenant Not To Sue on the date written below.

PRODUCER SIGNATURE

Printed Name

Date: _____