

**Escrow Agreement With Bank  
Plan of Operation  
Section IV. Exhibit h.2.**

The Federal Crop Insurance Corporation ("FCIC") and \_\_\_\_\_ ("Bank") hereby agree that an escrow account ("Escrow Account") is established for the purpose of financing the payment of indemnities to insureds in accordance with crop insurance policies issued by (the "Company") and reinsured by FCIC under the terms of the Standard Reinsurance Agreement (SRA).

The bank agrees to post collateral as required by 31 C.F.R. § 202 in the amount determined by FCIC. At no time and in no event will the Escrow Account balance be allowed to exceed the amount of collateral deposited, and/or the Federal Deposit Insurance corporation (FDIC) deposit insurance coverage amount provided through the FDIC regardless of the type of account or level of interest earned.

The Escrow Account will earn interest at a rate to be agreed upon between the Bank and FCIC but not less than the highest and best rate available to depositors of the Bank for similar levels of deposits and frequency of transactions in business accounts, but is otherwise subject to such terms and conditions that the Bank may impose on such accounts except as such terms and conditions may be inconsistent with the terms and conditions of this agreement. All interest earned on balances in the Escrow Account will be credited to the Escrow Account monthly. No charges or fees arising from or related to the Escrow Account will be charged to the account or the FCIC. The Escrow Account is not subject to lien, set off, garnishment, attachment, or any other similar process, mesne or final, on the part of the bank or any other entity.

The Escrow Account will be owned by and established in the name of FCIC. The Escrow Account is established solely as a means to facilitate the Company's payment of claims through the reimbursement to the Company, by FCIC, of amounts paid for indemnities. The Company will establish an account ("Loss Account") with the Bank to be used solely for the purpose of paying such claims. Upon presentation to the Bank of payments drawn on the Loss Account, the Bank will transfer funds from the Escrow Account to the Loss Account, to the extent funds are available in the Escrow Account, in amounts as determined by FCIC but in any event, not in excess of the amount of the payments so presented.

The Bank will accept deposits from FCIC by Electronic Funds Transfer or in any other manner at the option of FCIC and credit those funds, immediately upon receipt to the Escrow Account. The Bank will provide a monthly statement to FCIC and to the Company for the Escrow Account identifying all transactions in the Escrow Account during the statement period. The cut-off date for the Escrow Account statement must be the same as the cut-off date for the Loss Account statement.

The Bank represents and warrants that at the time of execution of this Agreement and at all times during which this Agreement is in effect, the Bank is and will remain a member of the Fed Wire System. Representatives of the United States General Accounting Office and the United States Department of Agriculture, including, without limitation, FCIC, Office of

**Escrow Agreement With Bank (Cont'd)**

Inspector General, and Office of General Counsel, may inspect, review, and make copies of any and all records of the Bank relating to the Escrow Account without prior notice during reasonable business hours.

Bank: \_\_\_\_\_

**Federal Crop Insurance Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Bank Address: